

**TOWN OF MOUNTAIN VILLAGE
TOWN COUNCIL REGULAR MEETING
THURSDAY, JANUARY 21, 2016, 8:30 AM
2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL
455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO
AGENDA **REVISED(2)****

	Time	Min	Presenter	Type	
1.	8:30				Call to Order
2.	8:30	60	Reed Mahoney	Legal	Executive Session for the Purpose of Receiving Legal Advice Pursuant to C.R.S. 24-6-402(b), and for the Purpose of Negotiations Pursuant to C.R.S. 24-6-402(4)e
3.	9:30	5			Public Comment on Non-Agenda Items
4.	9:35 Pg. 3 8	5	Johnston	Action	Consideration of Approval of Minutes a. December 10, 2015 Regular Meeting b. January 11, 2016 Special Meeting
5.	9:40 Pg. 10	5	Kennefick	Action	Consideration of a Resolution Designating Posting Locations for the Town's Ordinances and Public Notices
6.	9:45 Pg.11 12 78	15	Johnston	Action	Liquor Licensing Authority: a. Consideration of Re-certification of the Mountain Village Promotional Association and Common Consumption Area b. Consideration of an Application by NVHG Hotel Madeline Operator, LLC dba. Madeline Hotel and Residences Telluride for a Modification of Premises and Addition of a Related Facility to a Resort Complex Liquor License
7.	10:00	15	Jensen	Informational	Introduction of Bill Jensen, New Chief Executive Officer of Telluride Ski & Golf
8.	10:15 Pg.98	20	Major	Work Session	Presentation of Ideas for Gondola Pocket Park
9.	10:35 Pg. 109	20	Stenhammer	Action	Consideration of Approval of a Capital Expenditure for the Telluride Conference Center
10.	10:55 Pg. 113	10	Mahoney Swain	Action	Consideration of Re-certification of the Town of Mountain Village Procurement Manual
11.	11:05 Pg. 153 155 172	30	Swain Vergari	Presentation Action	Finance: a. Presentation of the December 31, 2015 Business & Government Activity Report (BAGAR) b. Consideration of the November 2015 Financials c. Consideration of the 2017 Budget Process
12.	11:35 Pg. 174 176	10	Broadly Abbott	Action	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Prohibiting the Possession of Weapons on Town Property

13.	11:45 Pg. 182	10	Broady Abbott	Action	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Amending Section 9.17.010 of the Town of Mountain Village Municipal Code Related to Discharging Weapons Within the Town
14.	11:55 Pg. 188	10	Broady Abbott	Action	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Adopting Regulations for Off Highway Vehicles, Utility Type Vehicles, Special Mobile Machinery and Golf Carts on Town Streets
15.	12:05	30			Lunch Break
16.	12:35 Pg. 197	15	Bangert	Action	Consideration of a Resolution to Approve a Revocable Encroachment Agreement for the Proposed Installation of an Address Monument in the Touchdown Drive Road Right-of-Way Adjacent to Lot 421
17.	12:50 Pg. 203	15	Bangert	Action	Consideration of Allowing for Temporary Construction Staging in the Touchdown Drive Road Right-of-Way Outside of the Touchdown Drive, Drive Lanes, Subject to the Owners of Lot 421 Entering into a License Agreement with the Town Prior to Pulling a Building Permit
18.	1:05 Pg. 206	30	Van Nimwegen	Work Session	Scope of Proposed Amendment to the Town Hall Subarea Section of the Mountain Village Comprehensive Plan
19.	1:35	20	Council Members	Informational	Council Boards and Commissions Updates: a. Eco Action Partners -Sherry b. Telluride Historical Museum-Sherry c. San Miguel Watershed Coalition – Jett d. Colorado Flights Alliance – Jansen e. Transportation & Parking – MacIntire/Benitez f. Budget & Finance Committee – McKinley/Caton g. Gondola Committee – McKinley/Caton h. Mayor’s Update – Jansen
20.	1:55 Pg. 213 216	15	Katz Montgomery	Informational	Staff Reports: a. Mountain Munchkins Preschool & Daycare b. Town Manager
21.	2:10 Pg. 218	15	Kenefick	Work Session	Grant Process for 2017 Budget
22.	2:25	5	Broady Kenefick	Informational	Other Business a. Disaster Declaration Workshop b. Other Upcoming Meeting Reminders
23.	2:30				Adjourn

Please note that times are approximate and subject to change.

01/20/2016

jk

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting Town Hall at 970-369-6406 or email: mvclerk@mtnvillage.org.
A minimum of 48 hours advance notice is required so arrangements can be made to locate requested auxiliary aid(s).



TOWN OF MOUNTAIN VILLAGE
455 Mountain Village Blvd. Suite A
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970-728-8000
970-728-4342 Fax
mvclerk@mtnvillage.org

**TOWN OF MOUNTAIN VILLAGE
MINUTES OF THE DECEMBER 10, 2015
REGULAR TOWN COUNCIL MEETING**

AGENDA ITEM #4a

The meeting of the Town Council was called to order by Mayor Dan Jansen at 8:32 a.m. on Thursday, December 10, 2015 in the Mountain Village Town Hall, 455 Mountain Village Town Hall Boulevard, Mountain Village, Colorado.

Attendance:

The following Town Council members were present and acting:

Dan Jansen, Mayor
Marty McKinley, Mayor Pro-Tem
Michelle Sherry
Dan Caton
Laila Benitez
Bruce MacIntire
Cath Jett via conference call

Also in attendance were:

Kim Montgomery, Town Manager
Jackie Kennefick, Director of Administration/Town Clerk
Susan Johnston, Deputy Town Clerk
Christina Meilander, Administrative Services Coordinator
David Reed, Town Attorney, via conference call
Bo Nerlin, Assistant Town Attorney
Nichole Zangara, Director of Marketing & Business Development
Kevin Swain, Finance Director
Julie Vergari, Chief Accountant
Chris Broady, Police Chief
Glen Van Nimwegen, Dir. of Planning & Development Services
Deanna Drew, Director of Plazas & Environmental Services
Chris Colter, Director of Transit & Recreation
Sue Kunz, Human Resources Director
Lance Benningkoff
Aurelie Cannella
Carol Custer

Dennis Lankes
Bob Kuehn
Robert Stenhammer
Jolana Vanek
Paul Major
Jesse Johnson
Anton Benitez
Ashley Nager
Marc Nager
Brian Kanaga
Chris Trospen
Kris Holstrom
Douglas Tooley
Kris Brehn
Ward Bree
Suse Connolly
Heather Knox

Public Comment for Non-Agenda Items (2)

There was no public comment.

Executive Session for the Purpose of a Personnel Matter Pursuant to C.R.S Section 24-6-402((4)(f)(I)), and for Receiving Legal Advice Pursuant to C.R.S. 24-6-402(b), and for the Purpose of Negotiations Pursuant to C.R.S. 24-6-402(4)e (3)

On a **MOTION** by Dan Caton and seconded by Laila Benitez, Council agreed to enter into Executive Session for the purpose of a personnel matter pursuant to C.R.S Section 24-6-402((4)(f)(I)), and for receiving legal advice pursuant to C.R.S. 24-6-402(b), and for the purpose of negotiations pursuant to C.R.S. 24-6-402(4)e at 8:34 a.m.

Council returned to regular session at 9:57 a.m.

Consideration of Approval of the November 19, 2015 Regular Meeting Minutes:(4)

On a **MOTION** by Dan Caton and seconded by Laila Benitez, Council voted unanimously to approve the November 19, 2015 Town Council meeting minutes as presented.

Council moved to Agenda Item #6

Council Boards and Commissions Updates: (5)

a. Eco Action Partners(EAP) –Sherry

Ms. Sherry reported that EAP has approved a 2016 work plan, which includes regional composting, and a grant program for low income housing residents for energy reduction. Kris Holstrom secured a planning grant for \$18,144 to fund a regional composting program.

b. Telluride Historical Museum-Sherry

The Telluride Historical Museum Board approved the 2016 budget and will be operating at a deficit. They are being conservative with income projections and cautious with expenditures. They are also working on creating new fundraising opportunities and ways to increase membership.

c. San Miguel Watershed Coalition – Jett

There was no update.

d. Colorado Flights Alliance – Jansen

For the winter season seats are up 26% and bookings are up 10%. Allegiant Airlines is running a two for one special through December 18. The first C approach proposed by the Telluride Airport, which allows for larger aircraft to land at the airport, has been approved by the FAA; however the second and larger approach which comes in over Mountain Village is still being contemplated by the FAA.

e. Transportation & Parking- Benitez/MacIntire

There was no update.

f. Budget & Finance Committee – McKinley/Caton

There was no update.

g. Gondola Committee – McKinley/Caton

There was no update.

h. Mayor's Update – Jansen

Mayor Jansen stated that Telluride was rated the #2 ski town for North America in Ski Magazine. The Mayor made note of the impressive list of activities happening in Mountain Village over the holidays. Mayor Jansen made note that the Telluride Foundation was founded 20 years ago and has helped countless organizations in the area. Council commended the Plaza Services department on this year's holiday lighting and decorations.

Continuation of Discussion on Funding Telluride Venture Accelerator (TVA) and Co-Working Space (6)

Mayor Jansen recused himself from the discussion because he is on the Telluride Foundation Board and is a mentor in the Telluride Foundation and the Foundation is also his landlord. Director of Marketing and Business Development Nichole Zangara presented the above request for funding for TVA (\$50,000) and Co-Working Space (\$30,000). Extensive Council discussion ensued regarding individual Council member's levels of support for the funding. President of Telluride Foundation Paul Major stated that the Telluride Foundation helped to finance the space that Telluride Adaptive Ski Program (TASP) purchased. He explained that the TASP program does not need the entire space for their operations so they began looking at options for the additional space. One option is to provide an opportunity for a co-working space and soft landing for new startup companies interested in locating in Mountain Village. Co-working spaces are occurring across the country and generating creative energy and stimulating economic development. Public comment was received by Dennis Lankes, Paul Major, Marc Nager, Jolana Vanek, Jesse Johnson, Douglas Tooley and Brian Kanaga.

Marc Nager Chief Community Officer at Tech Star based out of Boulder, stated that due to a change in the way companies are forming today, the work space would promote an innovative entrepreneurial opportunity for startup companies. Mr. Nager expressed that the role of Government should be to promote this type of economic growth. Council requested financial information on existing programs in order to evaluate their

success. Council consensus was in support of adding \$30,000 for TVA and \$30,000 for the Co-Working Space to the 2016 budget, however; more information will be required prior to expenditures being made.

On a **MOTION** by Marty McKinley and seconded by Dan Caton, Council voted unanimously to convene as the Board of Directors for the Dissolved Mountain Village Metro District.

Town Council Acting as the Board of Directors for the Dissolved Mountain Village Metro District(7)

a. Consideration of a Resolution Adopting the 2016 Metro District Budget

On a **MOTION** by Dan Caton and seconded by Marty McKinley, the Board voted unanimously to adopt a Resolution adopting the 2016 Metro District Budget as presented

b. Consideration of a Resolution Appropriating Sums of Money for 2016

On a **MOTION** by Dan Caton and seconded by Bruce McIntire, the Board voted unanimously to adopt a Resolution Appropriating sums of money for 2016.

c. Consideration of a Resolution Revising the 2015 Budget

On a **MOTION** by Dan Caton and seconded by Marty McKinley, the Board voted unanimously to adopt a Resolution revising the 2015 budget.

d. Consideration of a Resolution Re-Appropriating Sums of Money for 2015

On a **MOTION** by Marty McKinley and seconded by Michelle Sherry, the Board voted unanimously to adopt a Resolution re-appropriating sums of money for 2015.

e. Consideration of a Resolution Setting the Mill Levy for 2016

On a **MOTION** by Michelle Sherry and seconded by Dan Caton, the Board voted unanimously to adopt a Resolution setting the mill levy for 2016.

On a **MOTION** by Laila Benitez and seconded by Bruce MacIntire, the Board voted unanimously to reconvene as the Mountain Village Town Council.

Finance: (8)

Finance Director Kevin Swain presented the following:

a. Presentation of the October 2015 Business & Government Activity Report (BAGAR)

Council discussion ensued.

b. Second Reading, Public Hearing and Council Vote on an Ordinance to Set Mill Levies for 2016

Mr. Swain presented the above Ordinance explaining that the mill levy was set by the Mountain Village electorate and remains fixed at 13.11 for general operating expenses and an additional .333 for the Historical Museum. The Mayor opened the public hearing. There was no public comment. The public hearing was closed. On a **MOTION** by Marty McKinley and seconded by Dan Caton, Council voted 7-0 to adopt an Ordinance setting mill levies for 2016.

c. Second Reading, Public Hearing and Council Vote on an Ordinance to Adopt the 2016 Budget and the Revised 2015 Budget

Kevin Swain presented the proposed 2016 and revised 2015 budgets. The Mayor opened the public hearing. There was no public comment. The public hearing was closed. On a **MOTION** by Dan Caton and seconded by Michelle Sherry, Council voted 7-0 to approve an Ordinance Adopting the 2016 budget and the revised 2015 budget with an amendment to add \$30,000 for Telluride Venture Accelerator (TVA) and \$30,000 for Shared Workspace to the 2016 budget.

Discussion on Possibility of Reinstating the Plaza Use Committee Including Possible Goals, Outcomes, Scope of Work, Composition of Members and any Budgetary Impact (9)

Plazas and Environmental Services Director Deanna Drew and Director of Planning and Development Services Glen Van Nimwegen presented the above item. Council discussion ensued on whether or not the committee should include individual business owners or a representative of the businesses as a whole. Nichole Zangara stated that this is part of her new role and that she has regular communications with business owners. She will share information that affects them. Council direction was to continue to address plaza issues on a staff level, and present to Council as needed.

Discussion on Mountain Village Recycling (10)

Deanna Drew presented the above item stating that the technology is not yet available that is needed to handle the amount of recycling that is generated in Mountain Village and the surrounding areas. Ms. Drew added that it is not economical to process recyclables in this market and that from a carbon footprint perspective, it is almost counterproductive. Council discussion ensued. Glass is being stockpiled because it is too expensive to process. Heather Knox of Eco Action Partners along with Kris Holstrom strongly advised against discontinuing the recycling program, but rather to consider going to a single stream recycling program where only specific items are included. It has taken a long time to encourage people to recycle and it would be a shame to have to re-establish that behavior when some of the recycling issues have been resolved. Public comment was received by Chris Trospen of Bruin Waste, Lance Beningkoff of Waste Management, Jolana Vanek and Doug Tooley. Council consensus was to continue the recycling program.

Council took a lunch break from 1:20 p.m. to 1:31 p.m.

Discussion on Regional Transportation Authority (RTA)(12)

Mayor Jansen presented the above item. Bruce MacIntire stated that at the December 9th Intergovernmental RTA meeting, the group was able to reach agreement on limiting the RTA boundary to the R-1 School District and placing the formation of the RTA and funding source question on the November 2016 ballot. The gondola was not discussed at the meeting however, it was acknowledged that it will be included in the RTA. The meeting began with a presentation on the history of the Roaring Fork (Aspen area) RTA. The next RTA meeting was scheduled for January 11, 2016 from 2:30 p.m.-5:00 p.m. and will be followed by the Tri-agency dinner at the Hotel Madeline at 5:30 p.m. Public comment was received by Doug Tooley. Council consensus was in support of the RTA and the Mayor encouraged Council members to read through the Intergovernmental Agreement (IGA). Town Manager Kim Montgomery agreed to distribute the meeting notes from the July and December meetings as well as the executive summary and PowerPoint presentation from the December 9th RTA meeting to Council members by email.

Off-Site Planning/Council Retreat (13)

Mayor Jansen presented the above item suggesting that the Town Council would benefit from an offsite team building retreat with the objective of determining what this Council would like to achieve together for the community. He suggested organizing the discussions based on:

- Vision- What does this Council want the Town of Mountain Village to be at its highest level?
- Mission –What will this Council do to achieve this vision?
- Strategies- What strategies will this Council use to achieve this mission?
- Initiatives- What specific initiatives should be sponsored in order to implement these strategies?

Council consensus was to move forward with determining a date and location for the retreat. This process will provide a sense of direction and prioritization for the budget committee before beginning the budget process in March 2016. Council discussion ensued regarding the length of the retreat and whether a facilitator will be engaged for keeping the retreat on track. Kim Montgomery and Town Attorney David Reed will be included in the retreat plans. The Mayor will send out a Doodle calendar with potential dates for the retreat.

Discussion on Uses of Village Pond for the Winter Season (14)

Transit and Recreation Director Chris Colter presented the above item stating that Boot Doctors decided not to invest in broom ball equipment. Council discussion ensued and Council consensus was to have the Town be responsible for clearing the ice and ensuring appropriate signage is in place. Kim Montgomery thanked Mr. Colter for being proactive in his retirement transition plan and announced that Gondola Maintenance Manager, Jim Loebe has accepted the position of Transit and Recreation Director.

Consideration of a Resolution Appointing Chief Chris Broady to the Western Colorado Regional Dispatch Center Board of Directors as Representative for the Town of Mountain Village (15)

Assistant Town Attorney Bo Nerlin presented the above Resolution. Council discussion ensued. On a **MOTION** by Marty McKinley and seconded by Michelle Sherry, Council voted unanimously to approve a Resolution appointing Police Chief Chris Broady to the Western Colorado Regional Dispatch Center Board of Directors as representative for the Town of Mountain Village.

Discussion of Montrose County Sheriff's Decision to Refuse to Provide Dispatch Services After January 1, 2016 and Consideration of Authorizing Legal Action to be Taken Against Montrose County in Connection Therewith (16)

Attorney David Reed presented the above item. He stated that the Montrose County Sheriff's Department has indicated that they will not provide dispatch services after January 1, 2016 to the Town of Mountain Village, Town of Telluride and Telluride Fire Protection District. The new dispatch center (Westco) has initiated a law suit and a hearing has been set for Monday, December 14th. The court could make a determination to name the three entities as individual plaintiffs, and if so approval of this agenda item will authorize legal action to be taken against Montrose County. Mountain Village Police Chief Chris Broady stated that 911 services will not be affected throughout the transition. Public comment was received by Doug Tooley. On a **MOTION** by Marty McKinley and seconded by Dan Caton, Council voted unanimously to authorize legal action in regards to dispatch services to be taken against Montrose County.

The Mayor responded to

On a **MOTION** by Laila Benitez and seconded by Michelle Sherry, Council voted unanimously to extend the meeting past 6 hours.

Staff Reports: (17)

a. Marketing & Business Development

Nichole Zangara presented her bi-annual report. Council discussion ensued regarding business license enforcement and how to best educate business owners about Mountain Village business requirements. Ms. Zangara stated that the current business directory includes 125 businesses and that the number is not based on business licenses but on actual business presence in Mountain Village. Chief Broady stated that delivery permits are only provided to business owners who have a Mountain Village business license. Council directed staff to inform and assist the TVA businesses to ensure that they are in compliance with the Mountain Village business requirements. The Mayor thanked Ms. Zangara for taking on her newly expanded role as Director of Marketing and Business Development.

Other Business: (18)

a. Tri-Agency Dinner Date

Jackie Kennefick presented the above item. The dinner date was set for Monday, January 11th, 2016. Council discussion ensued. Council consensus was to move the Intergovernmental Meeting starting time to 2:30 p.m. followed by the Tri-Agency dinner.

There being no further business, on a **MOTION** by Dan Caton and seconded by Marty McKinley, Council unanimously agreed to adjourn the meeting at 2:55 p.m.

Respectfully prepared,

Susan Johnston
Deputy Town Clerk

Respectfully submitted,

Jackie Kennefick
Town Clerk



TOWN OF MOUNTAIN VILLAGE
455 Mountain Village Blvd. Suite A
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mvclerk@mtnvillage.org

**TOWN OF MOUNTAIN VILLAGE
MINUTES OF THE JANUARY 11, 2016
SPECIAL TOWN COUNCIL MEETING**

AGENDA ITEM #4b

The meeting of the Town Council was called to order by Mayor Dan Jansen at 2:03 p.m. on Monday, January 11, 2016 in the Mountain Village Town Hall, 455 Mountain Village Town Hall Boulevard, Mountain Village, Colorado.

Attendance:

The following Town Council members were present and acting:

Dan Jansen, Mayor
Marty McKinley, Mayor Pro-Tem
Michelle Sherry
Dan Caton
Laila Benitez
Bruce MacIntire
Cath Jett

Also in attendance were:

Kim Montgomery, Town Manager
Jackie Kennefick, Director of Administration/Town Clerk
Susan Johnston, Deputy Town Clerk
Christina Meilander, Administrative Services Coordinator
Jim Mahoney, Assistant Town Attorney
Chris Broady, Police Chief
Glen Van Nimwegen, Director of Planning & Development Services
Deanna Drew, Director of Plazas & Environmental Services
Chris Colter, Director of Transit & Recreation
Chris Myers
Erin Ries

Liquor Licensing Authority:

Consideration of Approval of a Special Event Liquor Permit for the Telluride Fire Festival Events to be Held on January 14, 15 & 16 in the Great Room at the Ridge Club

Town Clerk Jackie Kennefick presented the application. The applicants Chris Myers and Erin Ries addressed Council and thanked everyone for considering their request at this special meeting, noting they are clear that they need to get ahead of the requirements and deadlines for future years. Council discussion ensued. On a **MOTION** by Dan Caton and seconded by Cath Jett, Council voted 6-0 to approve the Special Event Liquor Permit for the Telluride Fire Festival Events.

Laila Benitez arrived at 2:09 pm

Consideration of Approval of a Bonfire on OSP-49R in Conjunction with the Telluride Fire Festival Special Event

Assistant Town Attorney Jim Mahoney introduced the above item. The applicants Erin Reis and Chris Myers explained the safety measures that have been put in place to ensure that this bonfire will be a safe and successful event. Ms. Reis stated that firefighters will be present to monitor the bonfire and added that if the weather is not conducive for the burn, it will not take place. Council discussion ensued regarding insurance requirements. The Town's new requirement is a five million dollar liability policy, however; the Telluride Fire Festival has secured a two million dollar policy and is unable to increase to five million. Council consensus

was to allow this as a one-time event with consideration for the safety measures the Fire Festival has taken. On a **MOTION** by Dan Caton and seconded by Cath Jett, Council voted unanimously to approve a bonfire on OSP-49R in conjunction with the Telluride Fire Festival Special Event with the understanding that this is a one-time variance on the insurance policy requirements.

There being no further business, on a **MOTION** by Michelle Sherry and seconded by Dan Caton, Council unanimously agreed to adjourn the meeting at 2:25 p.m.

Respectfully prepared,

Susan Johnston
Deputy Town Clerk

Respectfully submitted,

Jackie Kennefick
Town Clerk

DRAFT

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
MOUNTAIN VILLAGE, COLORADO
REGARDING POSTING LOCATIONS FOR
ORDINANCES AND PUBLIC MEETINGS**

NO. 2016-0121-01

RECITALS:

- A.** The Open Meetings law (The Sunshine Law) was enacted by the Colorado State Legislature on April 29, 1991, and this law declares that the formation of public policy is public business and may not be conducted in secret; and
- B.** The Town of Mountain Village, Town Council (the “Town Council”) has determined that it is in the best interest of the citizens of the Town of Mountain Village to post a listing of public meetings as provided in this resolution; and
- C.** The Sunshine Law also stipulates that the public place or places for posting such notices shall be designated annually; and
- D.** Article V. Section 5.9. of the Town Charter requires this Town Council to designate at least three (3) public places and at the office of the Town Clerk in the Town of Mountain Village for the posting of ordinances and other public notices.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE AS FOLLOWS:

Posting locations to give notice of ordinances and other public notices shall be as follows:

- 1. Mountain Village Town Hall
- 2. Mountain Village Town Hall Post Office
- 3. Mountain Village Police Station Bulletin Board
- 4. Meadows Post Office

ADOPTED AND APPROVED by the Town Council, at a regular meeting held on the 21st day of January, 2016.

TOWN OF MOUNTAIN VILLAGE TOWN COUNCIL

By: _____
Dan Jansen, Mayor

ATTEST:

By _____
Jackie Kennefick, Town Clerk

APPROVED AS TO FORM:

By _____
James Mahoney, Assistant Town Attorney

Town of Mountain Village

Date: 1/15/2016
To: Town Council, Acting as the Liquor Licensing Authority (LLA)
From: Susan Johnston, Deputy Town Clerk
RE: Local Liquor Licensing Authority

Consideration of Re-certification of the Mountain Village Promotional Association and Common Consumption Area

All required documentation and fees have been received. The packet has been reviewed by Assistant Town Attorney Jim Mahoney and Police Chief Chris Broady and there were no adverse findings.

Staff recommendation: Motion to approve the re-certification of the Mountain Village Promotional Association and Common Consumption Area.

Consideration of an Application by NVHG Hotel Madeline Operator, LLC dba. Madeline Hotel and Residences Telluride for a Modification of Premises and Addition of a Related Facility to a Resort Complex Liquor License

The Modification of Premises application includes the addition of the new pool area above the Porte Cochere, changes to the former restaurant Rev (now M Club) and some minor changes at Black Iron Kitchen and Bar. The addition of the related facility is for a point of sale on the pool deck. All documentation and appropriate fees have been received. Required posting and noticing has occurred and no protests were filed. The application has been reviewed by Assistant Town Attorney Jim Mahoney and Police Chief Chris Broady and there were no adverse findings.

Staff recommendation: Motion to approve the application by NVHG Hotel Madeline Operator, LLC dba. Madeline Hotel and Residences Telluride for a Modification of Premises and addition of a Related Facility to a Resort Complex Liquor License subject to submission of a final inspection form signed by the Building Department, Fire Department and the Police Department.



TOWN OF MOUNTAIN VILLAGE
PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA
CERTIFICATION RENEWAL REQUEST

Promotional Association Name (exactly as it appears on incorporation documents): Mountain Village Promotional Association
Description of Common Consumption Area Boundaries: The common consumption area will be defined per event and may include one or more of the plazas that make up the Mountain Village Core
Mailing Address of Promotional Association: 113 Lost Creek Lane Suite A. Mountain Village, CO 81435
Primary Contact: Anton Benitez
Primary Contact Phone Number: 970-728-1904
Primary Contact Email Address: anton@mvca.org

The following must accompany this Promotional Association/Common Consumption Area Certification Request:

- \$250 for Annual Renewal Fee **In Process**
- Copy of Articles of Incorporation and Bylaws
- List of all Directors and Officers of the Promotional Association
- List of all the licensed premises in the Promotional Association
- List of any changes from the original certification **No Changes**
- Detailed map of the Common Consumption Area including:
 - Location of physical barriers
 - Entrances and exits
 - Location of attached licensed premises
 - Identify licensed premises adjacent to but not attached to the Common Consumption Area
 - Approximate location of security personnel
- Written detailed description of Security Arrangements with the Common Consumption Area
- A list of dates and hours of operation of the Common Consumption Area for upcoming calendar year
- Documentation showing possession of the Common Consumption Area
- List of Attached Licenses listing the following information: State Liquor License number, list of any past liquor violations, and copy of any operational agreements
- Documentation of the reasonable requirements of the neighborhood, the desires of the adult inhabitants as evidenced by petitions, remonstrances or otherwise.
- Insurance Certificate of General Liability and Liquor Liability naming the Town of Mountain Village as an additional insured



**TOWN OF MOUNTAIN VILLAGE
 PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA
 CERTIFICATION RENEWAL REQUEST**

Please mark below which days and hours the Common Consumption Area will be open and operational. [See Events Calendar](#)

	Mondays	Tuesdays	Wednesdays	Thursdays	Fridays	Saturdays	Sundays
January							
February							
March							
April							
May							
June							
July							
August							
September							
October							
November							
December							

Report to the Town Clerk any deviation from this schedule at least fifteen (15) days prior to the proposed new date and time.

Entertainment District 2016 Calendar of Events

June 2016

Date	Event	Location	Time
6/15	FirstGrass Concert	Sunset Plaza	2-6:30pm
6/29	Sunset Concert Series	Sunset Plaza	5-8:30pm

July 2016

Date	Event	Location	Time
7/3	Red, White & Blues Concert	Sunset Plaza	3-8:30pm
7/8	The Ride Festival Presents and Evening of Rock and Roll	Sunset Plaza	4-8pm
7/13	Sunset Concert Series	Sunset Plaza	5-8:30pm
7/20	Sunset Concert Series	Sunset Plaza	5-8:30pm
7/27	Sunset Concert Series	Sunset Plaza	5-8:30pm

August 2016

Date	Event	Location	Time
8/3	Sunset Concert Series	Sunset Plaza	5-8:30pm
8/10	Sunset Concert Series	Sunset Plaza	5-8:30pm
8/17	Sunset Concert Series	Sunset Plaza	5-8:30pm

September 2016

Date	Event	Location	Time
9/10	Telluride First Concert	Sunset Plaza	4-8:00pm
9/15	Sunset Blues Concert	Sunset Plaza	4-8:00pm



**PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA
CERTIFICATION RENEWAL REQUEST**

CERTIFICATION OF APPLICANT

I hereby certify that the information contained in this certification request and all attachments is true, correct, and complete to the best of my knowledge and that it is my responsibility and the responsibility of my agents/ employees and Board of Directors to comply with all applicable local and state laws, rules, and regulations as they relate to the serving, selling and distribution of alcohol beverages.

Authorized Signature

1/11/16

Date

Executive Director

Title

REPORT AND APPROVAL OF THE LOCAL LIQUOR LICENSING AUTHORITY

Jackie Kennefick
Town Clerk
Town of Mountain Village

Date

**TOWN OF MOUNTAIN VILLAGE
PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA**

CERTIFICATION RENEWAL REQUEST

PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA GENERAL GUIDELINES:

- ✓ The size of Common Consumption Area is to be contained wholly within an Entertainment District which has been defined by the Mountain Village Municipal Code;
- ✓ Common Consumption Areas are to be clearly delineated using physical barriers to close the area to motor vehicle traffic and limit pedestrian access;
- ✓ Alcohol beverages sold or served within the Common Consumption Area shall be served in a container that is no larger than 16 ounces, is disposable and contains the name of the vendor in at least 24 point font type;
- ✓ Proof of Needs and Desires of the Neighborhood is required as evidenced by petitions, written testimony, verbal testimony at the public hearing, letters of support, etc., and shall be submitted at least eight days prior to the scheduled public hearing. If a petition is chosen as one method of proving the neighborhood needs and desires, the applicant must use petitions approved by the Town Clerk's Office;

Revisions and amendments to this original application for Common Consumption Area

- ✓ Designation shall be reported to the Mountain Village Liquor Licensing Authority and approved using the same procedures under which this original request for certification was made;
- ✓ Application for attachment of a licensed establishment to an already certified Common Consumption Area shall include an authorization from the Certified Promotional Association, the name of the representative from the licensed establishment that will be serving on the Board of Directors, and an amended map depicting the licensed establishments that are adjacent to but not attached to the Common Consumption Area;
- ✓ The Mountain Village Liquor Licensing Authority shall consider the merits of the application for a Promotional Association of a Common Consumption Area and may refuse to certify or may decertify a Promotional Association if the Association: 1) Fails to submit the annual report as required by January 31st of each year; 2) Fails to establish that the licensed premises and Common Consumption Area can be operated without violating the State or local Liquor Codes or creating a safety risk to the neighborhood; 3) Fails to have at least two licensed establishments attached to the Common Consumption Area; 4) Fails to obtain or maintain a properly endorsed general liability and liquor liability insurance policy that is reasonably acceptable to the Mountain Village Liquor Licensing Authority and names the Town of Mountain Village as an additional insured; 5) Fails to demonstrate that the use is compatible with the reasonable requirements of the neighborhood or the desires of the adult inhabitants; or 6) Is in violation of 12-47-909, Colorado Revised Statutes, as may be amended from time to time, related to Common Consumption Area operations
- ✓ Application for Recertification of a Promotional Association must be made by January 31 of each year



Colorado Secretary of State
 Date and Time: 04/02/2014 10:42 PM
 ID Number: 20141221775
 Document number: 20141221775
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Nonprofit Corporation
 filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the nonprofit corporation is Mountain Village Promotional Association
(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the nonprofit corporation's initial principal office is

Street address 113 Lost Creek Lane, Suite A
(Street number and name)

Mountain Village CO 81435
(City) (State) (ZIP/Postal Code)

United States
(Province - if applicable) (Country)

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)

(Province - if applicable) (Country)

3. The registered agent name and registered agent address of the nonprofit corporation's initial registered agent are

Name (if an individual) Solomon Joseph A.
(Last) (First) (Middle) (Suffix)

OR

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Street address 227 West Pacific Avenue, Suite A
(Street number and name)

Telluride CO 81435
(City) (State) (ZIP Code)

Mailing address
(leave blank if same as street address)

PO Box 1748

(Street number and name or Post Office Box information)

Telluride

(City)

CO

(State)

81435

(ZIP Code)

(The following statement is adopted by marking the box.)

- The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual)

Solomon

(Last)

Joseph

(First)

A.

(Middle)

(Suffix)

OR

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Mailing address

PO Box 1748

(Street number and name or Post Office Box information)

Telluride

(City)

CO

(State)

81435

(ZIP/Postal Code)

United States

(Province – if applicable)

(Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. (If the following statement applies, adopt the statement by marking the box.)

- The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

Upon dissolution, after payment of all liabilities, the assets are to be distributed to the Members of the corporation in accordance with their Membership interests.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____.
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes. This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Solomon	Joseph	A.	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
227 West Pacific Avenue, Suite A			
<small>(Street number and name or Post Office Box information)</small>			
PO Box 1748			
<hr/>			
Telluride	CO	81435	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
United States			
<small>(Province – if applicable)</small>		<small>(Country)</small>	

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

**Mountain Village Promotional Association, a Colorado nonprofit corporation
Bylaws**

**Article 1
Purpose**

The purpose of the Mountain Village Promotional Association, a Colorado nonprofit corporation (the "Corporation") is to serve as a promotional association to be certified by the Town of Mountain Village (the "Town") pursuant to C.R.S. sec. 12-47-301(11) and as more fully described in Town Ordinance No. 2012-03 (the "Ordinance"). As set forth in the Ordinance, the Town has created an Entertainment District and established application procedures, fees and hours of operation for common consumption areas, to be managed by the certified promotional association.

**Article 2
Principal Office**

The current principal office of Mountain Village Promotional Association, a Colorado nonprofit corporation (the "Corporation") is located at:

113 Lost Creek Lane, Suite A
Mountain Village, Colorado 81435

The principal office may be changed by the Board of Directors.

**Article 3
Board of Directors**

Section 1. Board Number and Qualifications. The Board of the Corporation must include, at a minimum, all liquor license holders who choose to participate in the Promotional Association. If a liquor license holder within Mountain Village initially chooses not to participate in the Promotional Association and then later decides to participate, they must be added to the board of directors. At the option of the members, there may also be directors elected who are not liquor license holders.

A Director must be a current Town of Mountain Village business owner, or if the business is a business entity, a duly appointed representative of such entity actively engaged in the business. Directors shall serve a term of three (3) years. Directors may be elected for successive terms. Initial terms may be staggered so as to provide for continuity in management. The initial Directors and their terms shall be:

<u>Name</u>	<u>Initial Term</u>
Stephen Roth - TSG	3 years
Adam Singer - Poachers Pub	2 years

Todd Gehrke – Hotel Madeline	1 year
Stefano Canclini – La Piazza	3 years
Tom Richards – Telluride Conference Center	3 years
Greg Pope – TMVOA	3 years

Section 2. Vacancies. Vacancies on the Board of Directors may be filled for the unexpired term of the predecessor in office by a majority vote of the remaining Directors at any meeting of the Board of Directors. A vacancy created by an increase in the number of Directors may be filled for a term of office continuing only until the next election of Directors.

Section 3. Power and Duties of the Directors. The Board of Directors shall have control and general management of the affairs, property and business of the Corporation and, subject to these Bylaws, may adopt such rules and regulations for that purpose and for the conduct of its meetings as the Board of Directors may deem proper. The powers shall include but not be limited to the appointment and removal of the officers of the Corporation.

Section 4. Election of Directors. The election of Directors shall be at the annual meeting of the Board. The Board shall by majority vote elect Directors.

Article 4 Meetings of Directors

Section 1. Meetings. Regular and special meetings of the Board Directors shall be held on at least two (2) but no more than thirty (30) days written notice to the Directors. Directors may waive notice as provided in C.R.S. sec. 7-128-204. Agendas for meetings of the Board shall be made reasonably available for examination by the members or their representatives.

Section 2. Quorum and Voting. A quorum of the Board of Directors consists of a majority of the number of Directors in office immediately before the meeting begins. The affirmative vote of a majority of Directors present is the act of the Board of Directors unless the vote of a greater number of Directors is required by law.

Section 3. Proxies. Votes of Directors may be cast in person or by proxy. A Director may only appoint another Director to act pursuant to such Director's proxy. Every proxy must be in the form approved by the Board of Directors and must be executed in writing by the Director or such Director's duly authorized attorney-in-fact. No proxy shall be valid after the expiration of eleven months from the date of its execution, and every proxy shall automatically cease at such time as the Director granting the proxy no longer qualifies as a Director for which vote the proxy was given.

Section 4. Action Without Meeting. Any action required or permitted to be taken at a Board of Directors' meeting may be taken without a meeting in compliance with C.R.S. sec. 7-128-202.

Article 5 Officers and Duties

Section 1. Officers. The officers of the Corporation shall consist of (1) a president, (2) a vice president, (3) a secretary, (4) other officers as determined by the Board. Any two or more offices may be held by the same person, except the offices of president and secretary. The offices of president, vice president and secretary shall be members of the Board. Officers shall be elected by the Members at the annual. A vacancy in any office may be appointed by the Board of Directors at any regular or special meeting called for that purpose.

Section 2. President. The president shall preside at all meetings of the members and the Board of Directors, and may have any other powers and duties as may be conferred by the Board of Directors. The president shall, subject to the direction and supervision of the Board of Directors, be the chief executive officer of the Corporation and shall have general and active control of its affairs and business and general supervision of its officers, agents and employees. The president shall have the authority to sign all contracts and other instruments on behalf of the Corporation, as approved by the Board of Directors from time to time.

Section 3. Vice President. The vice president shall have the duties that the Board of Directors or the president may delegate to them from time to time. In the absence of the president or the president's inability to act, the duties and powers of the office shall be performed and exercised by a vice president.

Section 4. Secretary. The secretary shall have the responsibility for the preparation and maintenance of minutes of the Directors' and members' meetings and other records and information required to be kept by the Corporation and for authenticating records of the Corporation. The secretary shall perform all duties usually incident to the office of the secretary, those duties specified in these Bylaws, and other duties that may from time to time be delegated by the Board of Directors.

Section 6. Other. The Board of Directors may appoint such other officers as it deems prudent and necessary, including a Corporation Executive Director and/or CEO. The Board may assign such reasonable duties to such officers as the Board may establish by resolution.

Article 6 Memberships

Section 1. Members. Members of the Corporation shall be business owners in the Town of Mountain Village or, in the event the business is a business entity, a duly appointed representative of such entity. Members shall have voting rights with respect to election of Directors. Members shall not have voting rights with respect to budget approval and other matters.

Section 2. Meetings. Regular and special meetings of the members shall be held on at least ten (10) but no more than sixty (60) days written notice to the members, as more fully

described in C.R.S. sec. 7-127-104. Members may waive notice as provided in C.R.S. sec. 7-127-105.

Section 3. Action Without Meeting. Any action required or permitted to be taken at a members' meeting may be taken without a meeting in compliance with C.R.S. sec. 7-127-107 or by written ballot pursuant to C.R.S. sec. 7-127-109.

Article 7
Budget and Fiscal Year

Section 1. Budget. The Board of Directors shall, prior to the beginning of any fiscal year, adopt a budget which shall include: (a) the estimated operating costs and expenses and proposed capital expenditures which will be chargeable to the Corporation to fulfill its obligations; (b) the estimated income and other funds which will be received by the Corporation; and (c) the estimated total amounts required to be raised by member dues to cover such costs, expenses and capital expenditures of the Corporation and to provide a reasonable reserve. Prior to adopting a budget for each fiscal year, the Board of Directors shall call a meeting of the members and provide notice of the time and place thereof to all members at least ten (10) but no more than fifty (50) days prior to such meeting. After issuance of notice of meeting, the Board of Directors shall make copies of the proposed budget available to all interested members. At such meeting, members shall have the right to be heard concerning the budget; however, the Board of Directors shall retain the sole power to approve the budget.

Section 2. Fiscal Year. The fiscal year of the Corporation shall be from January 1st through December 31st of each year.

Article 8
Amendment of Bylaws

The Board of Directors may amend these Bylaws at any time to add, change, or delete a provision, in compliance with C.R.S. sec. 7-130-201 et seq. If any amendments require member approval pursuant to such statutes, such member approval shall be obtained.

Adopted by the Board of Directors at their first duly organized meeting on 4/4, 2014.

STEPHEN A ROTH
President

Attest: Todd Gehrke
Todd Gehrke Secretary

**Mountain Village Promotional Association
Directors and Officers**

President: Adam Singer
Poachers Pub

Vice President: Todd Gehrke
Madeline Hotel & Residences

Secretary: Jeff Badger
Talay / TSG

Director: Anton Benitez
Telluride Mountain Village Owners Association

Director: Tom Richards
Telluride Ski and Golf LLC. for the Conference Center

List of Licensed Premises & State Liquor License Numbers

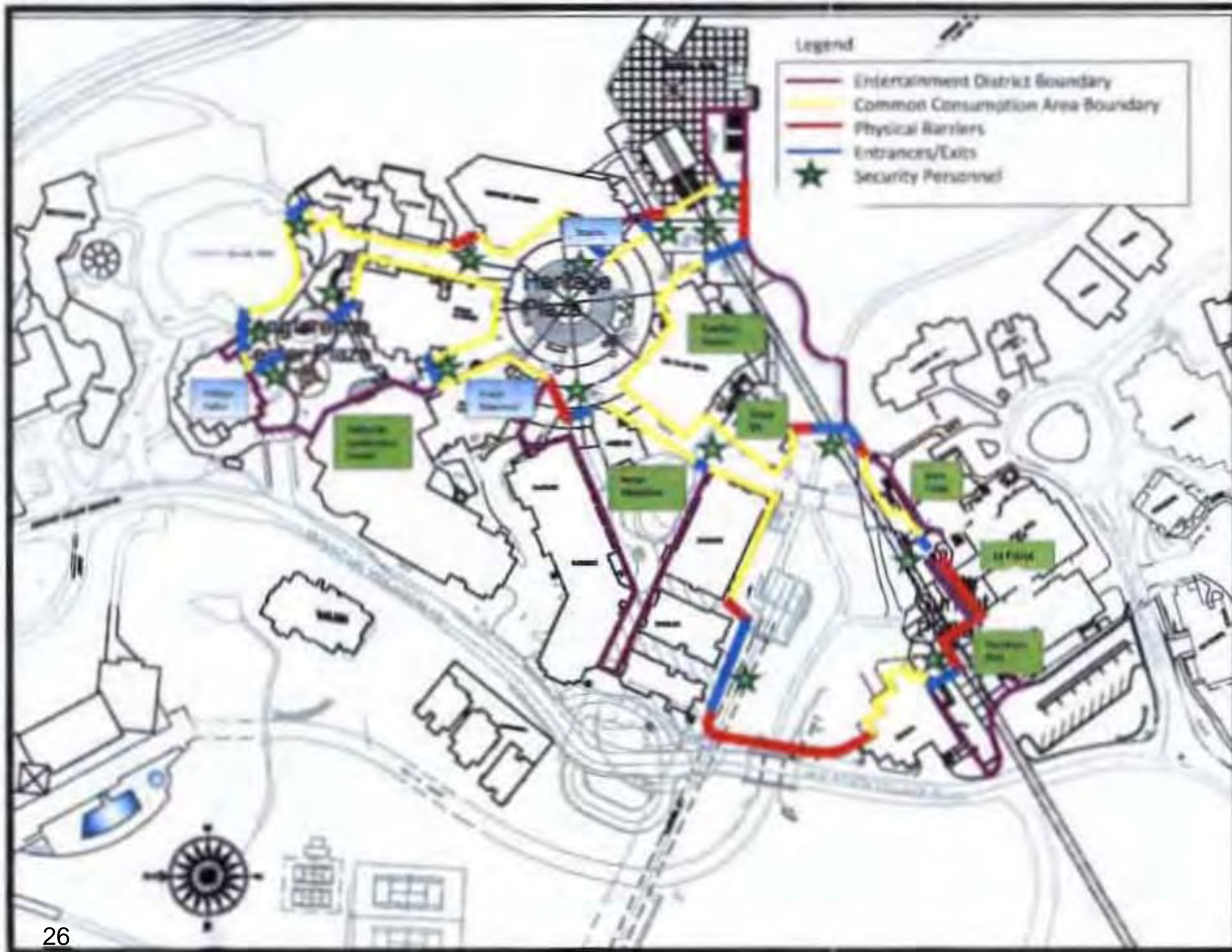
Licensed Premises in Promotional Association	State Liquor License #	Liquor Violations	Operational Agrmnts	Square Footage
Telski (Crazy Elk, Tomboy Tavern and Siam Talay)	40919590001	N/A	N/A	8474
Telluride Conference Center	4700972	N/A	N/A	7780
Poachers Pub	24934470000	N/A	N/A	1370
Hotel Madeline	42970090000	N/A	N/A	444,360

Total Square Feet of Licensed Premises

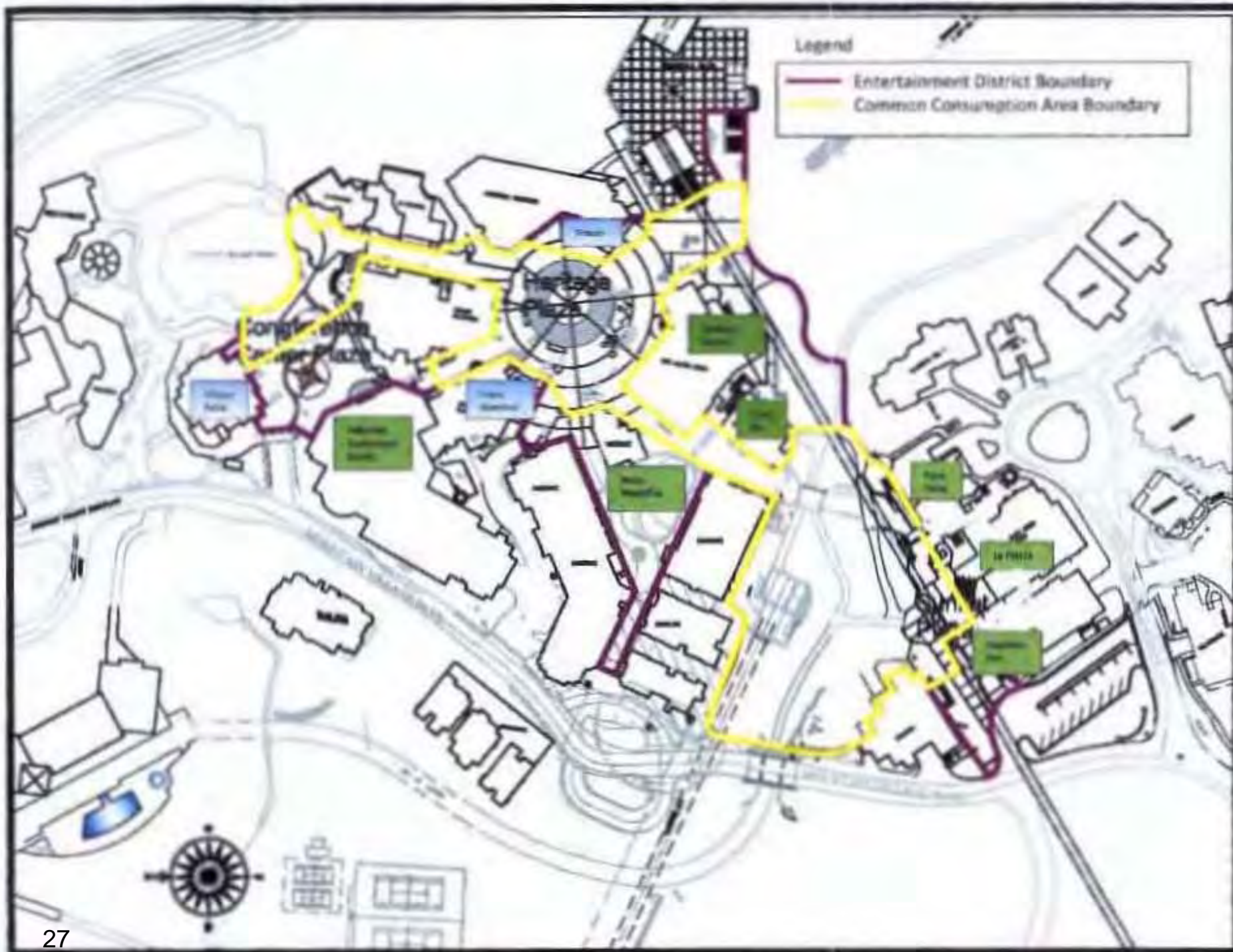
461984

Licensed Premises not in Promotional Association	Location
Tracks	Heritage Plaza
The Village Table	Conference Center Plaza
Franz Klammer	Heritage Plaza
La Piazza/La Pizzeria	Sunset Plaza

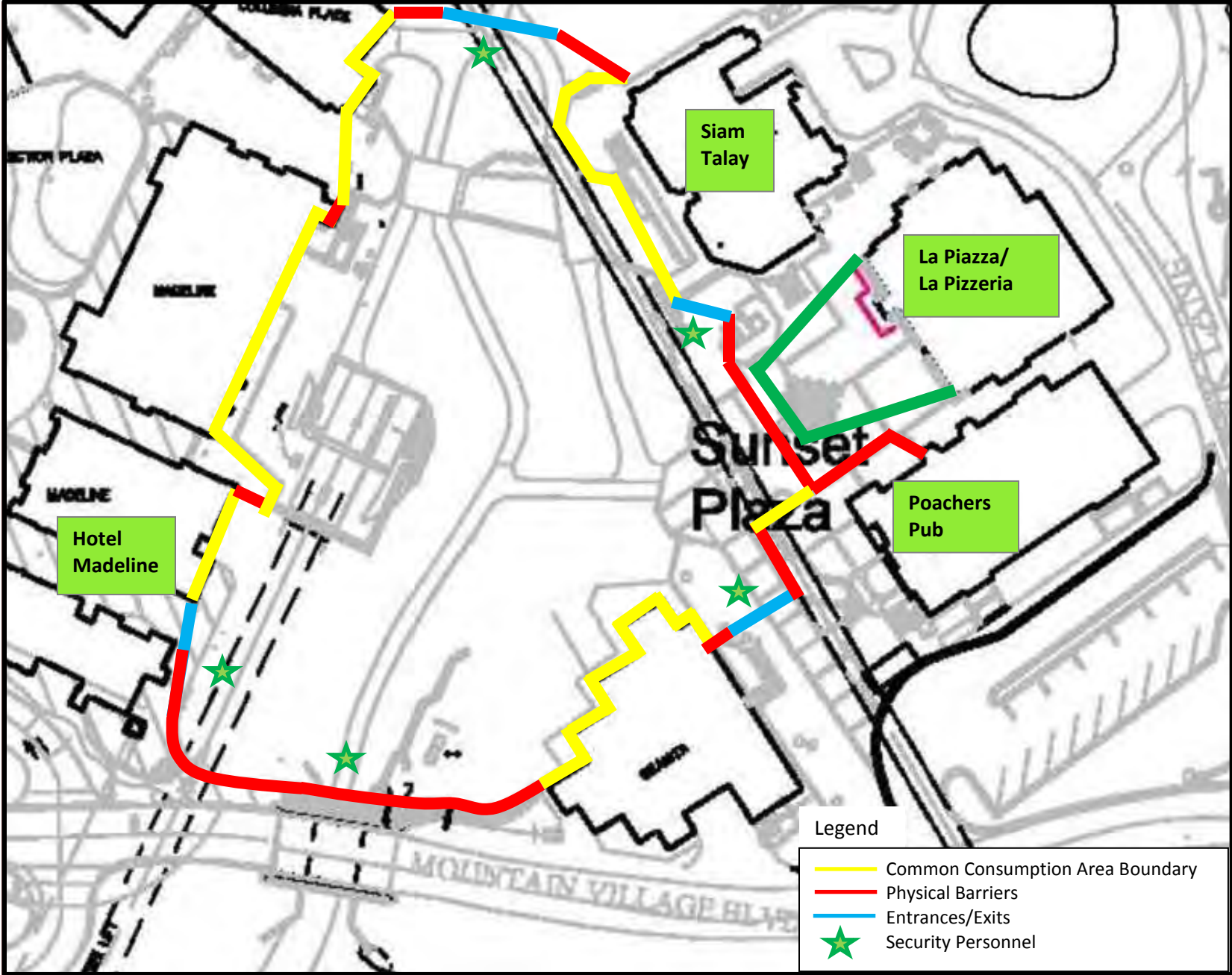
Common Consumption Area Boundary Map with Barriers, Entrances & Security



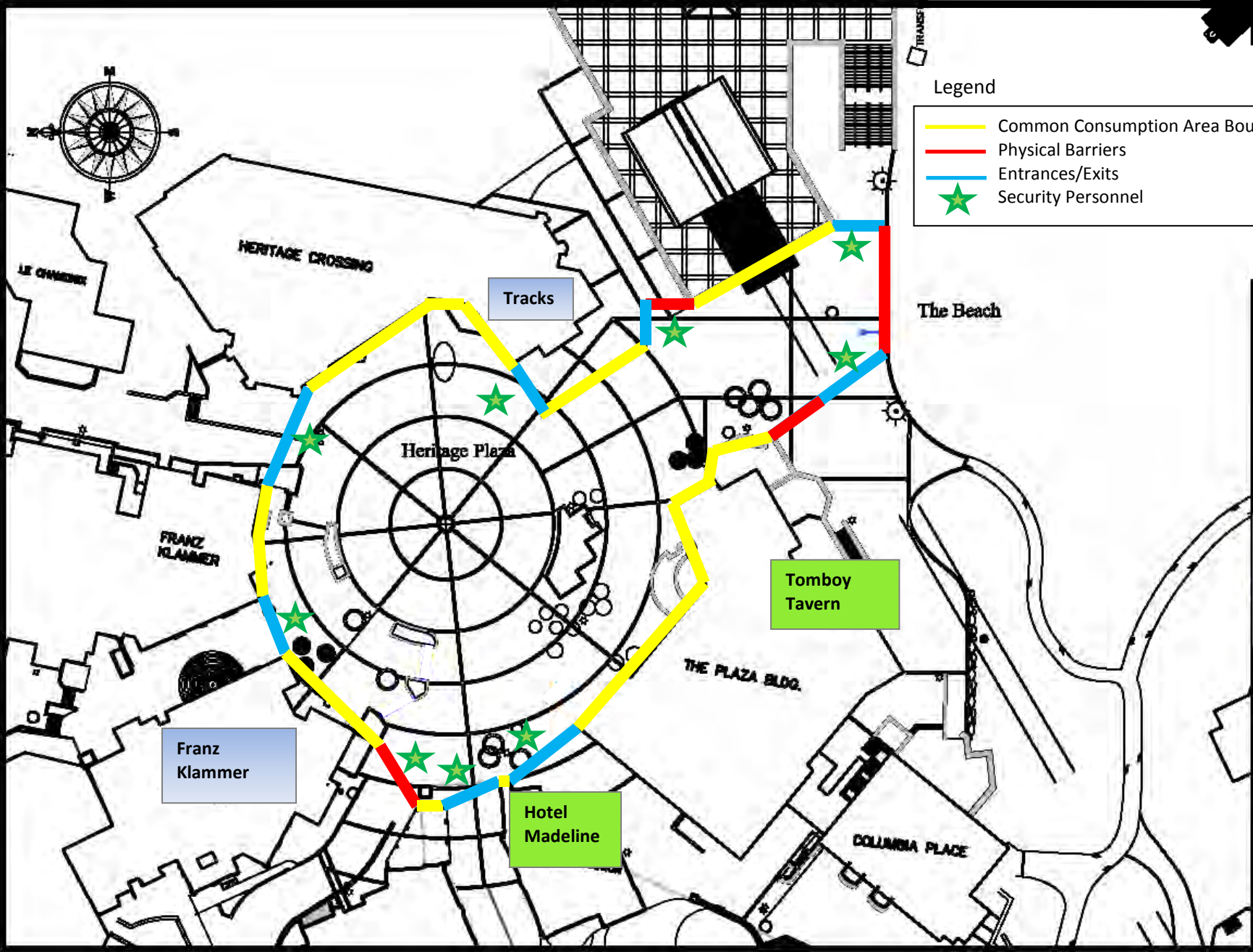
Common Consumption Area Boundary Map with Licensed Establishments



Common Consumption Boundary for Sunset Plaza



Common Consumption Area Boundary for Heritage Plaza



Mountain Village Promotional Association 2016 Security Plan

The purpose of this document is to outline the procedures for the setup, enforcement and tear down of the barriers for the Sunset Plaza common consumption area during the following events:

- FirstGrass Concert: 6/15
- Sunset Concert Series: 6/29, 7/13, 7/20, 7/27, 8/3, 8/10, and 8/17
- Red White and Blues Concert: 7/3
- The Ride Festival Presents an Evening of Rock and Roll Concert: 7/8
- Telluride First Foundation Concert: 9/10
- Sunset Blues Concert: 9/15

A separate security plan will be provided at least 14 days prior to any additional events that will require use of a common consumption area and are not currently listed here (see Schedule A).

Three liquor license holders will be participating in the common consumption area for the Sunset Concerts and are; Poachers Pub, Siam Talay and Hotel Madeline. Each establishment will hire the necessary security staff in house for a total of 6-8 security personnel to cover the area. Please see attached map (Schedule B) for distribution of staff. Each liquor license holder will be responsible for managing the crew on a rotational basis starting with the first concert on June 15th. The responsible manager will be named and such name will be provided to the Town at least 3 business days prior to each event. Such manager shall be the primary point of contact for the Town for each event. The responsible manager shall meet with the Town's chief of police or his designee at least 48 hours prior to the event to go over any potential issues and security concerns with the event and common consumption area.

The MVPA will develop standard operating procedures/standard talking points so that each new security personnel will be delivering a consistent message during each event.

In the event that there are issues after the first event, the Town may require all of the managers for the liquor license holder participating to meet with the Town in order to refine the security procedures for the next event and may require additional changes to this security plan based on any such issues.

All security personnel shall wear a shirt clearly identifying such person as security personnel for the event.

The work day schedule:

- Set up will begin at 3:30pm.
- Responsible manager shall meet with all security personnel to go over responsibilities and duties of each person.
- Monitoring of the area will begin 1 hour prior to the beginning of the concert (see attached Calendar of Events for approximate start times). Monitoring shall include checking all early entrants to the concert area for outside alcohol and informing them of the common consumption area rules. All entrance and exit to the concert area

during the monitoring period shall be through the approved ingress and egress points to the common consumption area.

- Monitoring will continue until 30 minutes after the concert has ended (approximately 8:30pm for all concerts, see attached Calendar of Events for approximate end times). The post show monitoring shall include a sweep to insure all alcoholic beverages are removed from the common consumption by the end of the post-concert monitoring time.
- Breakdown of barriers and clean up area will be conducted.

Security Plan and Training:

- Each Promotional Association Board Member will be scheduled a shift as Manager on Duty (M.O.D.) to coordinate the efforts of the security staff. The Promotional Association will provide the Town with the Manger on Duty Schedule and contact information for each concert at least 3 days prior to each event.
- The M.O.D. will be responsible for making sure that the barriers are properly set-up and that each entrance is properly staffed according to the map provided.
- Security staff will be provided with uniforms and will be given a list of Standard Operating Procedures prior to each event.
- All security personnel will complete the server and seller training program (TIPS or ServSafe) established by the Director of the Liquor Enforcement Division of Revenue as required by law. Each establishment will provide a list of the names and date of completion of training for their security staff.
- Security staff will be instructed to check coolers/bags to ensure no alcoholic beverages are permitted into the Common Consumption Area, and will be responsible for ensuring that no alcoholic beverages leave the Common Consumption Area. Recycling and trash cans shall be available at all entrance and exit points.
- ID's will be checked at the point-of-sale for each licensed establishment.
- Each licensed establishment will be responsible for ensuring that no alcoholic beverages from an outside establishment are brought into their licensed area.
- Per the recommendation of the insurance carrier, the Mountain Village Promotional Association will agree to comply with the loss control recommendation to post the drinking age limit in the common consumption area during all events.

Barriers and Signage:

- The boundary of the Common Consumption Area will be defined using a combination of natural barrier, fencing and rope & stanchion. (See attached photos of the fencing being proposed to define the barriers.)
- Signage will be posted at the gondola stations and all entrances to the Common Consumption Area stating "Common Consumption Area in effect. No outside alcoholic beverages will be allowed into the concert."
- Additional signs will be posted in the shuttle stations and around town to inform residents and guests of the policy.



**Schedule A
Entertainment District 2016 Calendar of Events**

June 2016

Date	Event	Location	Time
6/15	FirstGrass Concert	Sunset Plaza	2-6:30pm
6/29	Sunset Concert Series	Sunset Plaza	5-8:30pm

July 2016

Date	Event	Location	Time
7/3	Red, White & Blues Concert	Sunset Plaza	3-8:30pm
7/8	The Ride Festival Presents and Evening of Rock and Roll	Sunset Plaza	4-8pm
7/13	Sunset Concert Series	Sunset Plaza	5-8:30pm
7/20	Sunset Concert Series	Sunset Plaza	5-8:30pm
7/27	Sunset Concert Series	Sunset Plaza	5-8:30pm

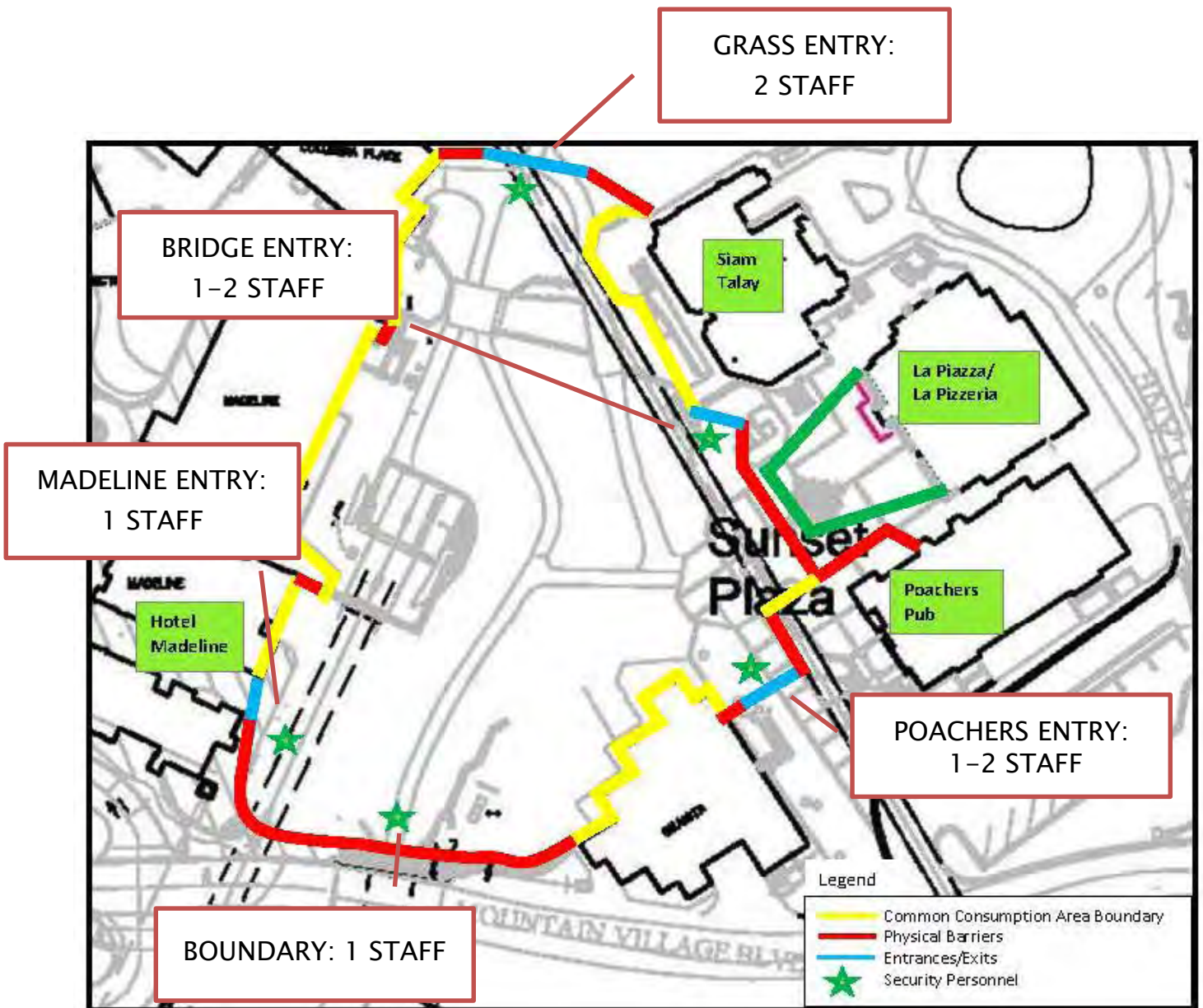
August 2016

Date	Event	Location	Time
8/3	Sunset Concert Series	Sunset Plaza	5-8:30pm
8/10	Sunset Concert Series	Sunset Plaza	5-8:30pm
8/17	Sunset Concert Series	Sunset Plaza	5-8:30pm

September 2016

Date	Event	Location	Time
9/10	Telluride First Concert	Sunset Plaza	4-8:00pm
9/15	Sunset Blues Concert	Sunset Plaza	4-8:00pm

**Schedule B
Common Consumption Boundary and Security for Sunset Plaza**



*** In addition to this above security, a MOD will be present to facilitate where needed.

**MOUNTAIN VILLAGE PROMOTIONAL ASSOCIATION
STANDARD OPERATING PROCEDURES FOR SECURITY**

Supervisor Checklist

- There is a designated Manager on Duty (M.O.D.) and the Town has been notified of the M.O.D. at least 3 business days prior to the event
- The M.O.D. has confirmed that there is adequate security personnel staffed for the event
- The M.O.D. has met with all security personnel to go over the following standard operating procedures, responsibilities and duties
- The M.O.D. has assigned each security personnel to a designated check point/entrance
- The M.O.D. has confirmed that the barriers are properly set-up and that each entrance is staffed according to the Common Consumption Boundary Map
- The M.O.D. has confirmed that all Security Personnel have completed the server and selling training program (TIPS or ServSafe)
- The M.O.D. has confirmed that all Security Personnel are in uniforms clearly identifying such person as security and has provided necessary contact information to security

Set-up Checklist

- The M.O.D. will review the standard operating procedures and assign staff a station for the concert in the pre-shift meeting
- Security staff will be responsible for setting up the fencing around the perimeter of the common consumption area
- Security staff will be responsible for setting up a table, signage and trash/recycling bins if applicable at their assigned station
- Security staff will be responsible for ensuring that there is adequate space for pedestrian traffic and directional signs will be set-up where needed

Security Checklist

- Monitoring of the area will begin 1 hour prior to the beginning of the concert
- Monitoring shall include checking all early entrants to the concert area for outside alcohol and informing them of the common consumption area rules
- All guests must enter through one of the approved ingress/egress points to the concert
- Security will inform all concert goers that outside alcohol is not allowed and will search coolers, backpacks, bags and/or other containers for illegal beverages
- If outside alcoholic beverages are found, security will inform the guest that they cannot open or consume alcoholic beverages. Food items are allowed into the common consumption area
- Security will ensure that no alcoholic beverages leave the common consumption area
- Security will notify M.O.D. of any issues with drunk/disorderly patrons, and the M.O.D. will engage the local police force for conflict resolution
- Monitoring will continue until 30 minutes after the concert ended (approximately 8:30pm)
- The post show monitoring shall include a sweep to insure that all alcoholic beverages are removed from the common consumption area

Breakdown Checklist

- Security staff will be responsible for breaking down the fencing around the perimeter of the common consumption area and putting in designated storage area
- Security staff will be responsible for putting away any tables, signage and trash/recycling bins if applicable from their assigned station
- Security staff will do a sweep of the grass to pick up and dispose of any trash

**MOUNTAIN VILLAGE PROMOTIONAL ASSOCIATION
PLAZA LICENSE AGREEMENT**

This License Agreement (the "**License Agreement**") is made, effective as of the 1 day of April 15, 2015 (the "**Effective Date**"), between the Mountain Village Promotional Association, a Colorado nonprofit corporation, ("Licensee") and the Town of Mountain Village, a home-rule municipality and political subdivision of the State of Colorado (the "**Town**"). Licensee and the Town may be collectively referred to herein as the "**Parties**" or individually referred to herein as "**Party**".

RECITALS

1. Licensee is promotional association, as defined by C.R.S. 12-47-103(24.5); which has been certified by the Town to operate a common consumption area as defined by C.R.S. 12-47-103(6.6).
2. Licensee applied and received approval from the Town for the certification as a promotional association and Common Consumption Area, a portion of which is located on Town owned Open Space Tract OS-3X (the "Plaza") as depicted on Exhibit "A" attached hereto (the "Town Plaza Area").
3. The Town desires to grant, and Licensee desires to accept, the license described below for purposes of allowing Licensee to (i) conduct and liquor operations in conformance with Licensees approval of a common consumption area in, on, and over the Town Plaza Area, all as further set forth below.

In consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged and accepted, Licensee and the Town hereby agree as follows:

1. GRANT OF LICENSE. The Town hereby grants Licensee a license over the Town Plaza Area, as follows:
 - a. Licensee shall be permitted to have a common consumption area in accordance with Licensees approval of such common consumption area on the dates listed in the approval of such common consumption area and dates added pursuant to requirements of the approval of the common consumption area.
 - b. Licensee shall be permitted to place barriers, trash cans and other infrastructure as required by the approval of the common consumption area in order to operate the common consumption area.
 - c. Licensee shall be allowed to permit the consumption of alcohol on the Town Plaza Area including, in connection with its approval for the common consumption area, subject to applicable Town and/or other governmental laws, ordinances, and/or regulations.
2. TERM. This License Agreement shall commence on the Effective Date and shall terminate on April 30, 2016, unless terminated earlier pursuant to Paragraph 8 below (the "**Term**"). This License Agreement shall automatically renew for additional one year terms upon the successful recertification of the promotional association and common consumption area.
3. LOCATION.

- a. Licensee shall use signage, fencing and/or other physical markers/landmarks to designate the boundaries of the common consumption area in accordance with Licensee's approval of the common consumption area and shall comply with all security requirements of such approval. Such signage, fencing and or other physical markers, and other personal property of Licensee shall be removed immediately at the conclusion of each approved event.

4. USE.

- a. The Licensee shall ensure that no alcohol is sold, served or taken outside of the common consumption area.
- b. Licensee shall use and maintain the Town Plaza Area and common consumption area in accordance with all applicable health and safety laws, ordinances, and/or regulations for the protection of all users of the common consumption area and Town Plaza Area.
- c. Licensee shall ensure that adequate trash and recycling receptacles are placed in the common consumption area for each event.

5. MAINTENANCE.

- a. Licensee agrees to repair and/or replace any damage to any portion of the Town Plaza Area only to the extent any damages shall be caused by or in connection with Licensee's use thereof. (including, without limitation, the placement any personal property on the Town Plaza Area). All costs for such repair or replacement, and all work performed in connection therewith, shall be the responsibility of the Licensee. The Town, in its sole reasonable discretion, shall determine when the Town Plaza Area is in need of repair or replacement due to the activities of Licensee and/or its customers in the Town Plaza Area.
- b. Licensee shall clean the Town Plaza Area by removing debris, trash, sweeping and washing down the Town Plaza Area after each event.

6. INDEMNIFICATION. The Licensee agrees to indemnify, defend and hold harmless the Town and its agents and employees from and against all actual claims, actions, causes of action, demands, judgments, reasonable costs and expenses, and all damages of every kind and nature (exclusive of punitive damages) incurred by and on behalf of any person or other legal entity whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, including the parties to this License Agreement and their agents and employees, arising out of or connected with, in any manner, directly or indirectly, the Licensee's operation and its use of the Town Plaza Area.

7. INSURANCE REQUIREMENTS.

- a. Licensee shall carry general liability insurance covering all, and liquor operations permitted pursuant to the License in an amount no less than \$1,000,000.00 for a single occurrence and \$1,000,000.00 in the aggregate, with the Town as a named insured on such policy. Licensee shall be required to provide to the Town a "*Certificate of Insurance*" evidencing such coverage for the Term of this License Agreement.
- b. The general liability insurance policy and the "*Certificate of Insurance*" must be effective for the Term of the License Agreement, commencing as of the Effective Date.

- c. The Licensee shall cease all operations on the Town Plaza Area and common consumption area immediately upon cancellation the insurance coverage required pursuant to this Paragraph 7, in accordance with any notice of cancellation received by Licensee.

8. TERMINATION.

- a. Should any Party to this License Agreement fail to perform its obligations hereunder in strict compliance with the terms, covenants and conditions of this License Agreement, or otherwise default in the performance of any obligations contained in this License Agreement, the non-defaulting Party shall provide written notice to the defaulting Party of such default or breach ("**Notice of Default**"). If the defaulting Party has failed to cure or reasonably commence curing said default or breach within 10 business days after such Notice of Default is provided (an "**Uncured Default**"), the non-defaulting Party thereafter shall have the right to terminate this License Agreement, effective immediately upon providing the defaulting Party with written notice of such termination. In addition, in the event of an Uncured Default on behalf of Licensee, the Town shall have the right to partially terminate this License Agreement (in lieu of full termination) by revoking any specific right granted to Licensee, without limitation, removing any portion of the Outside Seating Areas from the License.
- b. In addition to, and separate from, the termination provisions set forth in Paragraph 8 a. above, this License Agreement may be terminated, as follows:
 - i. In the event that the promotional association or common consumption area is decertified or is not re-certified on an annual basis this License Agreement shall be automatically terminated.
- c. Upon any termination of this License Agreement, Licensee shall restore the Town Plaza Area to their original condition existing prior to the Effective Date, less normal wear and tear. Any personal property of Licensee placed temporarily on the Town Plaza Areas pursuant to the License shall be removed at the end of the Term at Licensee's sole cost and expense.
- d. The Town shall have the right to terminate this License Agreement for convenience at the Town's sole discretion and without penalty by giving Licensee thirty (30) days written notice of termination for convenience.

9. HOURS OF OPERATION.

- a. Alcohol shall only be permitted in the Town Plaza Areas and common consumption areas during those hours as approved by the Town in the Licensees approval of the promotional association and common consumption area.

10. LICENSE FEES.

- a. To be paid by the Licensee:
 - i. During the term of this License Agreement, the Licensee shall post a \$500.00 cash performance bond to assure full compliance with the terms hereof (the "**Performance Bond**"). The Performance Bond may be applied to any unpaid fines or charges outstanding for more than 45 days at any time during the Term. The Performance Bond shall be refunded 30 days after the expiration and/or termination of this License Agreement; provided however, that the Town shall be entitled to retain the Performance

Bond for an additional 45 days to secure the obligations of any unresolved pending action remaining at the end of this 30 day period.

- ii. The Licensee shall bear all costs and expenses related to the construction and/or maintenance of any utility and other amenities needed by Licensee in connection with the exercise of its rights pursuant to the License.
 - iii. The Licensee shall bear all costs for any and all improvements to the Plaza Unit, both within and surrounding the Town Plaza Areas, which are reasonably required by the Town, pursuant to applicable health and safety laws, ordinances, and/or regulations, to limit hazards or dangers and provide for the safe operation of the common consumption area Town Plaza Areas.
- b. By the Town:
- i. The Town shall not be required to make any improvements to the Town Plaza Areas, or expend any money for the benefit of the Licensee.

11. ADDITIONAL TERMS AND CONDITIONS.

- a. The Licensee shall comply with all applicable local, state and federal rules, regulations and laws.
- b. In the event of any legal action between the parties with respect to this License Agreement and the license herein granted, the prevailing party in any such action shall be entitled to recover their costs incurred therein, including reasonable attorneys fees.
- c. Licensee may not assign, sublet, or transfer this License Agreement, or any portion thereof without the Town's prior written approval.
- d. This License Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

12. NOTICE. All notices, demands or writings required or permitted to be given hereunder, shall be deemed to have been fully given or made or sent when made in writing and delivered either by (i) hand delivery; (ii) facsimile transmission; (iii) electronic mail; or (iv) commercial overnight courier that guarantees next day delivery and provides a receipt, so long as these are addressed and/or delivered to the Party as follows (with the understanding that the mailing addresses, email addresses or fax numbers below may be changed by sending written notice to each Party notifying the Party of the change).

If to Licensee:

Stephen Roth, President
Mountain Village Promotional
Association
113 Lost Creek Lane, Suite A
Mountain Village, CO 81435
Email: SRoth@tellurideskiresort.com
Phone: (970) 728-7314

(With a copy to):

Sara Larsen, Operations Manager
Telluride Mountain Village Owners
Association
113 Lost Creek Lane, Suite A
Mountain Village, CO 81435
Email: sara@tmvoa.org
Phone: (970) 728-1904 x7

If to the Town:

Kim Montgomery, Town Manager
Town of Mountain Village
455 Mountain Village Blvd., Suite A
Mountain Village, CO 81435
Email: kmontgomery@mtnvillage.org
Phone: (970) 728-8000

(With a copy to):


James Mahoney, Esq.
J. David Reed P.C.
1047 South 1st Street
Montrose, CO 81401
Email: jmahoney@jdreedlaw.com
Phone: (970) 249-3806

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the Effective Date.

LICENSEE:

Mountain Village Promotional Association, a Colorado nonprofit corporation:

By:  2/24/15
Stephen Roth, President

TOWN:

TOWN OF MOUNTAIN VILLAGE,
a Colorado home-rule municipality
and political subdivision of the state of Colorado

By: _____
Kim Montgomery, Town Manager

**MOUNTAIN VILLAGE PROMOTIONAL ASSOCIATION
TSG OPEN SPACE LICENSE AGREEMENT**

This License Agreement (the "**License Agreement**") is made, effective as of the 16th day of March, 2015 (the "**Effective Date**"), between the Mountain Village Promotional Association, a Colorado nonprofit corporation, ("**Licensee**") and TSG SKI & GOLF, LLC, a Delaware limited liability company ("**TSG**"). Licensee and TSG may be collectively referred to herein as the "**Parties**" or individually referred to herein as "**Party**".

RECITALS

1. Licensee is promotional association, as defined by C.R.S. 12-47-103(24.5); which has been certified by the Town of Mountain Village ("**Town**") to operate a common consumption area as defined by C.R.S. 12-47-103(6.6).
2. Licensee applied and received approval from Town for the certification as a promotional association and Common Consumption Area, a portion of which is located on TSG owned Open Space Tract OS-3CR ("**TSG Open Space Tract**") as depicted on Exhibit "A" attached hereto.
3. TSG desires to grant, and Licensee desires to accept, the license described below for purposes of allowing Licensee to conduct liquor operations in conformance with Licensee's approval of a common consumption area in, on, and over the TSG Open Space Tract, all as further set forth below.

In consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged and accepted, Licensee and TSG hereby agree as follows:

1. GRANT OF LICENSE. TSG hereby grants Licensee a license over the TSG Open Space Tract, as follows:
 - a. Licensee shall be permitted to have a common consumption area in accordance with Licensee's approval of such common consumption area on the dates listed in the approval of such common consumption area and dates added pursuant to requirements of the approval of the common consumption area. 2015 dates are included on Exhibit "B" attached hereto.
 - b. Licensee shall be permitted to place barriers, trash cans and other infrastructure as required by the approval of the common consumption area in order to operate the common consumption area.
 - c. Licensee shall be allowed to permit the consumption of alcohol on the TSG Open Space Tract, in connection with its approval for the common consumption area, subject to applicable Town and/or other governmental laws, ordinances, and/or regulations.
2. TERM. This License Agreement shall commence on the Effective Date and shall terminate on April 30, 2016, unless terminated earlier pursuant to Paragraph 8 below (the "**Term**"). This License Agreement shall automatically renew for two additional one year terms upon the successful recertification of the promotional association and common consumption area.

3. LOCATION.

- a. Licensee shall use signage, fencing and/or other physical markers/landmarks to designate the boundaries of the common consumption area in accordance with Licensee's approval of the common consumption area and shall comply with all security requirements of such approval. Such signage, fencing and or other physical markers, and other personal property of Licensee shall be removed immediately at the conclusion of each approved event.

4. USE.

- a. The Licensee shall ensure that no alcohol is sold, served or taken outside of the common consumption area.
- b. Licensee shall use and maintain the TSG Open Space Tract and common consumption area in accordance with all applicable health and safety laws, ordinances, and/or regulations for the protection of all users of the common consumption area and TSG Open Space Tract.
- c. Licensee shall ensure that adequate trash and recycling receptacles are placed in the common consumption area for each event.

5. MAINTENANCE.

- a. Licensee shall at its sole cost and expense: (1) incur all costs associated with the promotional association, common consumption area and all events licensed under this Agreement; (2) minimize disturbance to the natural condition of the surface area of the TSG Open Space Tract; and (3) promptly cause any disturbance of the natural condition of the surface area of the TSG Open Space Tract to be reseeded, recontoured and reconstructed as may be necessary to return such area as nearly as practical to its condition prior to the event. This maintenance obligation includes the placement of any personal property on the TSG Open Space Tract. All costs for such repair or replacement, and all work performed in connection therewith, shall be the responsibility of the Licensee. TSG, in its sole reasonable discretion, shall determine when the TSG Open Space Tract is in need of repair or replacement due to the activities of Licensee and/or its customers in the TSG Open Space Tract.
- b. Licensee shall clean the TSG Open Space Tract by removing debris and trash after each event.

6. INDEMNIFICATION. The Licensee agrees to indemnify, defend and hold harmless TSG and its agents and employees from and against all actual claims, actions, causes of action, demands, judgments, reasonable costs and expenses, and all damages of every kind and nature, including attorney's fees, incurred by and on behalf of any person or other legal entity whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, including the parties to this License Agreement and their agents and employees, arising out of or connected with, in any manner, directly or indirectly, the Licensee's operation and its use of the TSG Open Space Tract.

7. INSURANCE REQUIREMENTS.

- a. Licensee shall carry general liability insurance covering all, and liquor operations permitted pursuant to the License in an amount no less than \$1,000,000.00 for a single occurrence and \$1,000,000.00 in the aggregate, with TSG as a named insured on such policy. Licensee shall be required to provide to the TSG a "*Certificate of Insurance*" evidencing such coverage for the Term of this License Agreement.
- b. The general liability insurance policy and the "*Certificate of Insurance*" must be effective for the Term of the License Agreement, commencing as of the Effective Date.
- c. The Licensee shall cease all operations on the TSG Open Space Tract and common consumption area immediately upon cancellation of the insurance coverage required pursuant to this Paragraph 7, in accordance with any notice of cancellation received by Licensee.

8. TERMINATION.

- a. Should any Party to this License Agreement fail to perform its obligations hereunder in strict compliance with the terms, covenants and conditions of this License Agreement, or otherwise default in the performance of any obligations contained in this License Agreement, the non-defaulting Party shall provide written notice to the defaulting Party of such default or breach ("**Notice of Default**"). If the defaulting Party has failed to cure or reasonably commence curing said default or breach within 10 business days after such Notice of Default is provided (an "**Uncured Default**"), the non-defaulting Party thereafter shall have the right to terminate this License Agreement, effective immediately upon providing the defaulting Party with written notice of such termination.
- b. In addition to, and separate from, the termination provisions set forth in Paragraph 8 a. above, this License Agreement may be terminated, as follows:
 - i. In the event that the promotional association or common consumption area is decertified or is not re-certified on an annual basis this License Agreement shall be automatically terminated.
- c. Upon any termination of this License Agreement, Licensee shall restore the TSG Open Space Tract to their original condition existing prior to the Effective Date, less normal wear and tear. Any personal property of Licensee placed temporarily on the TSG Open Space Tract pursuant to the License shall be removed at the end of the Term at Licensee's sole cost and expense.
- d. Either party shall have the right to terminate this License Agreement for convenience at the party's sole discretion and without penalty by giving the other party sixty (60) days written notice of termination for convenience.

9. HOURS OF OPERATION.

- a. Alcohol shall only be permitted in the TSG Open Space Tract and common consumption areas during those hours as approved in the Licensee's approval of the promotional association and common consumption area.

10. ADDITIONAL TERMS AND CONDITIONS.

- a. The Licensee shall comply with all applicable local, state and federal rules, regulations and laws.

- b. In the event of any legal action between the parties with respect to this License Agreement and the license herein granted, the prevailing party in any such action shall be entitled to recover their costs incurred therein, including reasonable attorney's fees.
 - c. Licensee may not assign, sublet, or transfer this License Agreement, or any portion thereof without TSG's prior written approval.
 - d. This License Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
11. **NOTICE.** All notices, demands or writings required or permitted to be given hereunder, shall be deemed to have been fully given or made or sent when made in writing and delivered either by (i) hand delivery; (ii) facsimile transmission; (iii) electronic mail; or (iv) commercial overnight courier that guarantees next day delivery and provides a receipt, so long as these are addressed and/or delivered to the Party as follows (with the understanding that the mailing addresses, email addresses or fax numbers below may be changed by sending written notice to each Party notifying the Party of the change).

If to Licensee:

Stephen Roth
 Mountain Village Promotional Association
 113 Lost Creek Lane, St A
 Mountain Village, CO 81435
 Email: SRoth@tellurideski resort.com
 Phone: (970) 728-7314

(With a copy to):

Sara Larsen
 TMVOA
 113 Lost Creek Lane, Suite A
 Mountain Village, CO 81435
 Email: sara@tmvoa.org
 Phone: (970) 728-1904 x7

If to the TSG:

Jeff Proteau
 TSG Ski & Golf
 620 Mountain Village Blvd.
 Mountain Village, CO 81435
 Email: jproteau@tellurideski resort.com
 Phone: (970) 728-7444

(With a copy to):


Stefanie Solomon, Esq.
 TSG Ski & Golf
 620 Mountain Village Blvd
 Mountain Village, CO 81435
 Email: ssolomon@tellurideski resort.com
 Phone: (970) 728-7318

(Signature page attached)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the Effective Date.

LICENSEE:

Mountain Village Promotional Association, a Colorado nonprofit corporation:

By: 
Stephen Roth, President

TSG:

TSG SKI & GOLF, LLC
a Delaware limited liability company

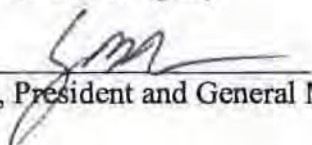
By: 
Greg Pack, President and General Manager

Exhibit B
Entertainment District 2015 Calendar of Events

June 2015

Date	Event	Location	Time
6/17/2015	FirstGrass Concert	Sunset Plaza	2-6:30pm
6/24/2015	Sunset Concert Series	Sunset Plaza	5-8:30pm

July 2015

Date	Event	Location	Time
7/3/2015	Red, White & Blues Concert	Sunset Plaza	3-8:30pm
7/8/2015	Sunset Concert Series	Sunset Plaza	5-8:30pm
7/10/2015	The Ride Festival Presents and Evening of Rock and Roll	Sunset Plaza	4-8pm
7/15/2015	Sunset Concert Series	Sunset Plaza	5-8:30pm
7/22/2015	Sunset Concert Series	Sunset Plaza	5-8:30pm
7/29/2015	Sunset Concert Series	Sunset Plaza	5-8:30pm

August 2015

Date	Event	Location	Time
8/5/2015	Sunset Concert Series	Sunset Plaza	5-8:30pm
8/12/2015	Sunset Concert Series	Sunset Plaza	5-8:30pm
8/19/2015	Sunset Concert Series	Sunset Plaza	5-8:30pm

September 2015

Date	Event	Location	Time
9/2/2015	Telluride Film Festival Concert	Sunset Plaza	4-8:00pm
9/17/2015	Sunset Blues Concert	Sunset Plaza	4-8:00pm

EVENT LICENSE AND STAGE RENTAL AGREEMENT

THIS EVENT LICENSE AND STAGE RENTAL AGREEMENT (this "Agreement") is made and entered into this 25th day of June, 2014 (the "Effective Date"), by and between TSG SKI & GOLF, LLC, a Delaware limited liability company ("TSG") and Telluride Mountain Village Owners Association, a Colorado non-profit corporation ("TMVOA").

RECITALS

- A. WHEREAS, TSG is the record owner of Open Space Tract OS-3CR (the "TSG Open Space Tract"), a parcel of land located within the Town of Mountain Village (the "Town") as shown on Exhibit A attached hereto;
- B. WHEREAS, TMVOA provides various services, functions and amenities within the Town for the use and enjoyment of residents and guests within the Town and members/owners of TMVOA;
- C. WHEREAS, as an amenity, TMVOA desires to host and operate various Events (defined below) that benefit the members/owners of TMVOA and business owners, residents and guests of Mountain Village and TSG on portions of the TSG Open Space Tract during the summer and fall months of 2014 – 2016. Historically, the parties have entered into one (1) year annual agreements. However, TMVOA believes that a three year agreement will allow it to obtain sponsors for the events, which in turn will improve the concerts, increase revenue brought in by the concerts as well as the number of people attending the concerts.
- D. WHEREAS, TMVOA desires to obtain from TSG license rights to host and operate the Events on a portion of the TSG Open Space Tract and to lease certain equipment from TSG during the License Term (described below), and TSG has agreed to grant a license and lease equipment to TMVOA to host and operate the Events on a portion of the TSG Open Space Tract during the License Term, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **GRANT OF LICENSE:** TSG hereby grants to TMVOA a non-exclusive license ("License") to use the TSG Open Space Tract for the Events (defined below) on the terms and conditions set forth herein. TMVOA and TSG acknowledge that the License granted herein and use of the TSG Open Space Tract during the License Term is limited to the Events described below and is provided by TSG to TMVOA free of charge for the use and enjoyment by the TMVOA general membership and the general public.
- 2. **EVENTS:** The "Events" that are the subject of this License Agreement are approved to be operated and conducted upon the TSG Open Space Tract during the License Term are as follows:

Sunset Concert Series License and Stage Rental Agreement

Page 2 of 4

- A. Red, White & Blue Concert. Musical performance and related events and programs to be held on July 3 of each year during the License Term.
 - B. Sunset Concert Series. A series of musical concerts to be held primarily on Wednesdays during the months of June, July and August. TMVOA may schedule additional Sunset Concerts only with written approval from TSG prior to the concert or event.
 - C. Additional Events: Any Additional Event from June through September, if the Event License Area (defined below) and Equipment (defined below) are both available and the Additional Event is approved in writing by TSG. If TMVOA desires an Additional Event, TMVOA must notify TSG and TSG shall have five (5) business days to respond via e-mail to TMVOA, either approving or denying the Additional Event, in TSG's sole discretion, based upon availability of the Event License Area and Equipment.
3. **TERM/TERMINATION**: The License shall be effective for a period commencing on June 25, 2014, and terminating on September 15, 2016 ("License Term") and may be terminated by either party without cause upon sixty (60) days prior written notice to the other party.
 4. **USE AREA**: The Events shall be conducted and operated upon those areas of the TSG Open Space Tract depicted as "Event License Areas" on Exhibit A attached hereto and incorporated herein. The Events involve the erection of a stage and sound and video equipment on a portion of the Event License Areas and public seating occurring on the hillside, grassy portions of the Event License. A TSG banner will be prominently displayed on or near the stage at all Events showing TSG's sponsorship of the Events.

Existing agreement

- 4.1 Lawn Care. TSG, for the benefit of TMVOA, shall provide weekly lawn care maintenance including but not limited to, lawn cutting, weed care, fertilization, and watering to the Event License Area using TSG employees and equipment throughout the term of the Agreement ("Lawn Care Maintenance"). In exchange for Lawn Care Maintenance, TMVOA shall pay Five-Thousand Three Hundred Dollars (\$5,300.00), per year, each year of the License Term, to TSG for provision of the Law Care Maintenance. Upon receipt of an invoice from TSG each and every license year, TMVOA shall tender payment to TSG within thirty (30) days.
5. **EQUIPMENT RENTAL**: TSG agrees to provide TMVOA the following equipment for rental: **the Marshal Austin Portable Stage and accessories** ("Equipment"), as needed and as available during the License Term. TMVOA understands and agrees that TMVOA shall contract with and hire All Phases Events Group, LLC ("All Phases"), as the sole and exclusive company to transport, set up and take down the Equipment. All Phases and its agents, employees and subcontractors are the sole authorized personnel to provide services for transport, set-up and removal of Equipment for the Events and Additional Events and that set up and removal process of the equipment must occur under the direction, operation and management of All Phases ("Installation and Removal"). TMVOA understands and agrees that TSG will not be involved or assist in any way whatsoever

with the Installation and Removal of the Stage. TMVOA further agrees and understands that any and all site fees or approvals for use of the Equipment and operation of the Event during the Term are the sole and exclusive responsibility of TMVOA. TMVOA understands, acknowledges and agrees that TSG accepts no responsibility or liability for any act, or omission or any injury or damage of any kind or nature arising from, or related to the Event, Additional Events or Equipment or Installation and Removal of the Equipment. TMVOA will reimburse TSG for out of pocket repair or moving expenses, if any.

- A. Rental Fee. A Rental Fee of \$0.00 shall be due and payable to TSG upon execution of this Agreement. Separate and apart from Rental Fee, TMVOA agrees to sign a Promissory Note payable to Lessor in the amount of \$1,000 which shall be considered as a damage deposit ("Damage Deposit"). Said Note shall be cancelled upon satisfactory inspection by TSG at the conclusion of the License Term.
- B. No Property Rights. The Equipment shall at all times remain and be the sole and exclusive property of TSG, and neither TMVOA nor All Phases shall have any right or interest in and to the property, other than the right to use and possess the same, upon the conditions contained herein during the Term. The Equipment shall be used only by TMVOA, and their agents, officers, employees, subcontractors, operatives ("Authorized Parties") in the direct employ of TMVOA. TSG and its employees and agents shall at all times have free access to the Equipment for the purpose of inspecting it or monitoring Equipment use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and TMVOA shall afford all reasonable access to facilities for this purpose.
- C. Equipment Condition; Disclaimer. TMVOA leases the Equipment from TSG "AS IS" free of any representations or warranties, express or implied, of any kind or nature by TSG as to the value, condition quality, material, workmanship, design, capacity, merchantability, durability, fitness or suitability of the Equipment for any use or purpose. TMVOA agrees that upon set up, and prior to usage for the Event, TMVOA shall inspect the Equipment for damage and wear and tear and to note same to TSG prior to the Event. Failure of TMVOA to inspect as noted herein shall release TSG of any liability or responsibility associated therewith. TMVOA shall at its sole cost and expense during the Term keep and maintain the Equipment in good state of condition and repair, reasonable wear and tear excepted, and shall not permit anyone to injure, damage or deface any portion of the Equipment. Failure to report any damage to the Equipment by TMVOA shall entitle TSG to make reasonable and necessary repairs to the Equipment at the sole discretion of TSG, with notice provided to TMVOA, and permit TSG to deduct such repairs from the Damage Deposit upon completion of such repairs.
- D. Costs for Damages/Repairs. Any damages to the Equipment incurred during the Term which is not caused by ordinary wear and tear shall be repaired at TMVOA's sole cost and expense for parts costs and at a shop rate to be determined at the sole discretion of TSG. In the event damage to the Equipment occurs, TMVOA agrees to immediately notify TSG of such damage and to document (including photography or video) such damage for the purposes of inspection by TSG for determination of costs of repair of Equipment.

6. **MAINTENANCE AND OPERATIONS:** TMVOA shall, at its sole cost and expense: (i) incur all costs associated with the Events, (ii) ensure that all construction activities related to the Events are carried out in a workmanlike and professional manner; (iii) minimize disturbance to the natural condition of the surface area of the Event License Areas; and, (iv) promptly cause any disturbance to the natural condition of the surface area of the Event License Areas to be reseeded, recontoured and reconstructed as may be necessary to return such area as nearly as practicable to its condition prior to the Events.
7. **INSURANCE:** TMVOA shall keep in full force and effect for the entire License Term a commercial general liability insurance policy (the "**Policy**") with minimum coverage limits of TWO MILLION DOLLARS (\$2,000,000.00) per occurrence and THREE MILLION DOLLARS (\$3,000,000.00) in the aggregate. Said Policy and coverage limits shall cover all types of liability associated with this Agreement, the Equipment and the License. TMVOA shall provide to TSG within seven (7) days of execution of this Agreement a certificate of insurance naming TSG as an additional insured on the Policy. TSG shall be given thirty (30) days written notice by certified mail of any cancellation or change in the Policy.
8. **INDEMNIFICATION:** TMVOA shall indemnify, defend and hold harmless TSG Ski & Golf, LLC, its parents, subsidiaries and affiliates and their respective insurance carriers, agents, employees, representatives, assignees, directors, officers, partners, members and/or shareholders from and against any and all liability, claims, liens, demands, actions and causes of action whatsoever (including attorney's fees and expenses) arising in connection with or related to (i) the Events, including, without limitation, any use of equipment, or (ii) any negligent or intentional act, error or omission of TMVOA, its directors or any TMVOA personnel during the Term of this Agreement and related to the Event and its production.
9. **COMPLETE AGREEMENT:** This Agreement expresses the full and complete understanding of the parties with respect to the terms and conditions set forth herein, and supersedes all prior and contemporaneous proposals, agreements, representations and understandings and may not be contradicted by evidence of any prior or contemporaneous agreement.
10. **GOVERNING LAW:** The parties hereto consent and agree that all legal proceedings relating to the subject matter of this Agreement shall be maintained and venue shall be proper in state courts sitting in San Miguel County, Colorado or Federal District Court of the State of Colorado.
11. **NOTICES:** All notices, notifications and other communications required or permitted by this Agreement shall be in writing and shall be delivered by hand, sent by telecopy (with confirmation of receipt), e-mailed, or mailed by registered or certified first class mail, return receipt requested (postage prepaid) to the parties at the following addresses:

If to TMVOA:

Telluride Mountain Village Owners Association
113 Lost Creek Lane, Suite A
Mountain Village, CO 81435
Attention: Greg Pope
E-mail: greg@tmvoa.org
Phone: (970) 728-1904

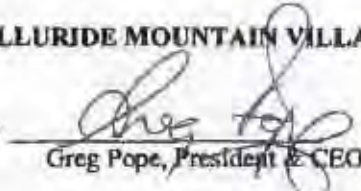
If to TSG:

TSG SKI & GOLF, LLC
565 Mountain Village Blvd.
Mountain Village, CO 81435
Attention: Jeff Proteau
Phone: (970) 728-7444
E-mail: jproteau@tellurideskiresort.com

12. **ASSIGNMENT:** This Agreement may not be assigned by any party without the express written consent of all the other parties.

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

TELLURIDE MOUNTAIN VILLAGE OWNERS ASSOCIATION

By: 
Greg Pope, President & CEO

TSG SKI & GOLF, LLC, a Delaware limited liability company

By: 
Greg Pack, President and General Manager

Heidi Stenhammer

From: Jack Schultz. <schultzjack@icloud.com>
Sent: Monday, January 11, 2016 3:21 PM
To: Heidi Stenhammer
Subject: Re: Mountain Village Entertainment District Support

Hi Heidi,

I remain a supporter of the Entertainment District.

Thank you,

Jack Schultz
President, Kayenta Legend House

Sent from my iPad

On Jan 11, 2016, at 1:46 PM, Heidi Stenhammer <heidi@tmvoa.org> wrote:

Hi Jack,

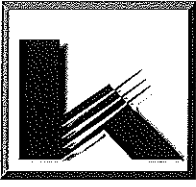
I am working on submitting the application for the renewal of The Mountain Village Promotional association's entertainment district / common consumption area for TMVOA's Sunset Concert Series. I noticed that in a previous application, there was an email confirming that Kayenta was in support of the entertainment district. Is that still the case? I've attached the email from last year so you can see the history. If I need to direct this to someone else, please let me know otherwise please reply with your support.

Thank you!

Heidi Stenhammer
Operations Manager

Telluride Mountain Village Owners Association
113 Lost Creek Lane, Suite A Mountain Village, CO 81435
970-728-1904 Ext 7 (Office)
www.tmvoa.org

<19 Kayenta HOA Support.pdf>



HOME LOAN

INVESTMENT
Company

A century of strength.

January 12, 2016

Mountain Village Promotional Association
113 Lost Creek Lane Ste A
Mountain Village, CO 81435

RE: May Renewal

To Whom It May Concern:

We currently write the general liability/special events, directors & officers and liquor liability for Mountain Village Promotional Association. These policies renew in May 2015. We do not foresee any issues with renewal and fully expect to be able to offer the same terms in May.

Sincerely,

Katie Sweet
Account Manager



Golden Bear Insurance Company

POST OFFICE BOX 271
STOCKTON, CALIFORNIA 95201

LIQUOR LIABILITY DECLARATIONS

Policy Number	GLL 02295
Renewal of Number	GLL 02114

Named Insured and Mailing Address Mountain Village Promotional Association 113 Lost Creek Lane, Ste. A Mountain Village, CO 81435	Producer Name and Mailing Address Virtus Underwriting Group, Inc. 10397 W. Centennial Road #250 Littleton, CO 80127
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POLICY PERIOD	From: May 1, 2015	To: May 1, 2016	Term: Annual
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12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

Each Common Cause	<u>\$1,000,000.</u>
Aggregate Limit	<u>\$1,000,000.</u>

Deductible per claim **\$1,500**

DESCRIPTION OF BUSINESS AND LOCATION PREMISES

Form of Business: **Non-Profit**
Business Description: **Special events**
Locations of All Premises You own, Rent or Occupy: **113 Lost Creek Lane, Ste. A, Mountain Village, CO 81435**

PREMIUM

Classification	Code No.	Premium Basis	Rate	Advanced Premium
On-Sale General - Public Premises	48	Flat	Flat	\$2,750.00
			Broker Fee	\$150.00
			Surplus Lines Tax	\$ 97.50
			Fully Earned Policy Fee	\$100.00
			Inspection Fee	\$250.00
			Total Advance Premium	\$3,347.50

25% of the Advanced Premiums are fully earned at policy inception

FORMS AND ENDORSEMENTS

Subject to Forms and Endorsements attached hereto:
IL 0017 11/98, IL 0021 07/02, IL P 001 01 04, CG 0033 12/07, GBR 300 01/96, GBR 306 01/96, GBR 212 07/13, GBR 320 01/96, GBR 340 09/96, CG 2173 01/15, GBR 218 06/13, GBR 102 11/10 Signed Golden Bear Liquor Application Dated 3/30/15

Countersignature Date: **May 19, 2015 dtg**

AUTHORIZED SIGNATURE

"THE COST OF INSURANCE COVERAGE PROVIDED INCLUDES A FEE OF \$150.00 PAYABLE TO A WHOLESALE INTERMEDIARY IN ADDITION TO THE PREMIUM CHARGE"

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
 - c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

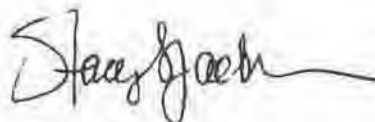
If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that.

IL 00 17 11 98

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



President



Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GBR 212 07 13

EXCLUSION-ASSAULT & BATTERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

A. COMMERCIAL GENERAL LIABILITY COVERAGE PART, SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, a. Expected or Intended Injury and LIQUOR LIABILITY COVERAGE PART, SECTION I - LIQUOR LIABILITY COVERAGE, 2. Exclusions, a. Expected or Intended Injury are replaced by the following:

- a. Expected or Intended Injury
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

B. The following exclusion is added as an item to the COMMERCIAL GENERAL LIABILITY COVERAGE PART, SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions; COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions; COVERAGE C MEDICAL PAYMENTS, 2. Exclusions, and to the LIQUOR LIABILITY COVERAGE PART, SECTION I - LIQUOR LIABILITY COVERAGE, 2. Exclusions:

C. This insurance does not apply to claims or "suits" to recover damages for "bodily injury," or "property damage," "personal and advertising injury," or medical payments arising from any of the following acts, allegations, or causes of action:

1. Assault;
2. Battery;
3. Harmful or offensive contact between or among two or more persons;
4. Apprehension of harmful or offensive contact between or among two or more persons;
5. Threats by words or deeds;
6. Unlawful restraint or false imprisonment;
7. Negligent hiring or retention of any employee resulting in or pertaining to any act or allegation of any act identified in 1-6 above;
8. Failure to supervise or train any employee resulting in or pertaining to any act or allegation of any act identified in 1-6 above;
9. Negligent entrustment resulting in or pertaining to any act or allegation of any act identified in 1-6 above;
10. Negligent rescue in the aiding or failing to aid any person from any act or allegation of any act identified in 1-6 above, even if the rescue was an independent cause of harm or alleged to be;
11. Negligent maintenance of the premises resulting in or pertaining to any act or allegation of any act identified in 1-6 above;
12. Any actual or alleged failure to prevent, halt, or bar any act identified in 1-6 above, or
13. Indemnity for any act identified in 1-6 above.

The above acts, allegations, or causes of action shall not be deemed an "occurrence" and we have no duty to defend or indemnify an insured regardless of the degree of culpability or intent and without regard to:

1. Whether damages sought are for "bodily injury," "property damage," "personal injury," or "advertising injury";
2. The intent or culpability of an insured, an employee, or "third party";
3. Whether the claim, demand, or suit alleges that an insured acted directly or indirectly to cause damage;
4. Whether the claim, demand, or suit alleges that liability is based upon the doctrine of respondeat superior;
5. Whether the claim, demand, or suit alleges that the insured trained, instructed, directed, influenced, or controlled its employees or "third parties" in such a manner so as to cause damage or danger;
6. Whether the acts, allegations, or causes of action identified above occurred on or off the insured's jobsite or designated premises or premises owned, occupied, leased or rented by the insured;
7. Whether the claim, demand, or suit alleges that the insured or his officers, employees, or agents failed to prevent, bar or halt any conduct which is the basis of any act, allegation, or cause of action listed in Section C, items 1-13 above, or
8. Whether or not the claim, demand, or suit alleges indemnity is owed pursuant to a contract.

D. This exclusion also applies to any claims, demands, or suits by any other person, firm, estate, entity or organization asserting rights derived from, or contingent upon, any person asserting a claim excluded by Section C, items 1-13 above.

E. This exclusion applies to all damages to persons or property, regardless of the damages alleged, claimed, stipulated or awarded, including costs and fees.

As defined in this exclusion, "third party" shall mean agents, independent contractors, sub-contractors, patrons, customers, lessors or lessees, security personnel, or any other persons lawfully or unlawfully on the insured's designated premise.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GBR 340 09 96

LIMITATION OF COVERAGE TO INSURED PREMISES

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

SCHEDULE

Location of Insured Premises:

The Town Square of Mountain Village, CO

This insurance only applies to damage arising out of your "insured premises".

Insured premises means:

1. The premises shown in the Schedule, and
2. Any premises you acquire during the policy period for use in the conduct of your business if:
 - a. You notify us within 30 days after the acquisition, and
 - b. There is no other valid and collectible insurance applicable to the loss.

All other Terms and Conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GBR 300 01 96

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

Section I - LIQUOR LIABILITY COVERAGE, number 2. Exclusions is amended to include:

g. Total Pollution

- (1) "Bodily Injury" or "Property Damage" which has occurred, is occurring or may occur, in whole or in part, from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes material to be recycled, reconditioned or reclaimed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GBR 306 01 96

EXCLUSION – EMPLOYMENT RELATED PRACTICES

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE PART

Section I – LIQUOR LIABILITY COVERAGE, number 2. Exclusions is amended to include:

- h. Employment – Related Practices
 - (1) Refusal to employ;
 - (2) Termination of employment;
 - (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or other employment related practices, policies, acts or omissions; or
 - (4) Consequential bodily injury as a result of (1) through (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

All other Terms and Conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GBR 218 06 13

EXCLUSION - PUNITIVE DAMAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS /COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

This insurance does not apply to liability:

1. For punitive or exemplary damages.
2. For damages which are not compensatory damages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GBR 320 01 96

**DEDUCTIBLE LIABILITY INSURANCE
(Including Costs and Expenses)**

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

Coverage	Amount of Deductible
Liquor Liability	\$ 1,500.00 per claim

Application of Endorsement:

1. Our obligation under this policy to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated on this endorsement, and the limit of insurance applicable to "Each Common Cause" for such coverage will be reduced by the amount of such deductible. The "Aggregate" limit for such coverage shall not be reduced by the application of such deductible.
2. The deductible amount applies:
 - a. To all damages because of "bodily injury" sustained by one person; or
 - b. To all damages because of "property damage" sustained by one person or organization, as a result of any one "injury".
3. The deductible amount shown in the Schedule applies toward investigation, adjustment and legal expenses incurred in the handling and investigation of each claim, whether or not payment is made to claimant, compromise settlement is reached or claim is denied.
4. The terms of this insurance; including those with respect to our right and duty to defend "suits" seeking damages, and your duties in the event of an "injury", claim or suit, apply irrespective of the application of the deductible amount.
5. We may at our sole election and option, either:
 - a. Pay any part or all of the deductible amount to effect settlement of any claim or suit and upon notification of the action taken, you shall promptly reimburse us to such part of the deductible amount as has been paid by us; or
 - b. Upon our receipt of notice of any claim or at any time thereafter, request you to pay over and deposit with us all or any part of the deductible amount, to be held and applied per the terms of this policy.

All other Terms and Conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

LIQUOR LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – LIQUOR LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "injury" only if:
- (1) The "injury" occurs during the policy period in the "coverage territory"; and

- (2) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "injury" or claim, knew that the "injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "injury" occurred, then any continuation, change or resumption of such "injury" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim, includes any continuation, change or resumption of that "injury" after the end of the policy period.
- d. "Injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim:
- (1) Reports all, or any part, of the "injury" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "injury"; or
 - (3) Becomes aware by any other means that "injury" has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Injury" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

c. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "injury".

d. Liquor License Not In Effect

"Injury" arising out of any alcoholic beverage sold, served or furnished while any required license is not in effect.

e. Your Product

"Injury" arising out of "your product". This exclusion does not apply to "injury" for which the insured or the insured's indemnitees may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

f. Other Insurance

Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

g. War

"Injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
 - (1) "Injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (a) or (b) above.
 - (2) "Property damage" to property:
 - (a) Owned or occupied by, or
 - (b) Rented or loaned
 to that "employee", any of your other "employees", by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).
 - b. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage does not apply to "injury" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.
3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – LIQUOR LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Injury, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "injury" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any "injury".
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the "injury" occurs in the course of travel or transportation between any places included in Paragraph a. above; or
3. All other parts of the world if the "injury" arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above; or
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your businessprovided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
3. "Employee" includes a "leased worker", "Employee" does not include a "temporary worker".
4. "Executive Officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
5. "Injury" means damages because of "bodily injury" and "property damage", including damages for care, loss of services or loss of support.
6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
7. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
8. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
9. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

10. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product", and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

Golden Bear Insurance Company

LIQUOR LAW LIABILITY INSURANCE APPLICATION

Applicant's Instructions:

1. Answer all questions completely. Please attach extra sheets as required. Incomplete or illegible applications may be discarded.
2. Application must be signed and dated by the owner, partner, or officer not earlier than 60 days before the proposed effective date of coverage. Please read the statements at the end of this application carefully.

I. APPLICANT INFORMATION

Applicant Name Mountain Village Promotional Association

Mailing Address 113 Lost Creek Lane, Suite A, Mountain Village, CO 81435

Location Address: See Above

Website: N/A Contact Name: Sara Larsen - TMVOA Phone #: 970-728-1909 x7

A. Applicant is: Individual Corporation Partnership LLC Other Non-Profit

Years in business: 1 Years at this location: 1 Describe owner/manager's hours and

Responsibilities: Managed by Certified Promotional Association How many years' experience? 20

→ Stephen Roth, President MVPA, Executive Director of Culinary Services for Telluride Ski & Golf LLC

B. Length of time applicant has had liquor license N/A ABC license number: N/A

Type of liquor license: Wholesale Retail Code Number _____

Type of liquor sold: Beer Wine Liquor Hours of Serving?: _____

Seating capacity: Dining Room _____; Bar Area _____

C. How many days per week is this location open?: 1* Square foot area of establishment: N/A - ^{Outdoor} Concert Grounds

* Common consumption area in effect during Summer Concert Series on Wed. evenings June → August

What time does location close?: 8:30 pm What is the Maximum Occupancy: N/A - attendance ranges from 1200-2000 per concert

Number of bartenders: 6-7* Bouncers 7-9 Is there any armed security? NO

* 3 licensed establishments in common consumption area

C. Limits of insurance applied for: \$ 2,000,000 Each Common Cause/General Aggregate

Proposed effective and expiration date 6/1/15 - 5/31/16 Target Premium: \$ 772 - same as last year

Gross Sales Information:

	PROJECTED YEAR	CURRENT YEAR	PRIOR YEAR	
Liquor Sales	\$ <u>N/A</u>	\$ _____	\$ _____	} MVPA manages the common consumption area, but does not sell any alcohol or food.
Food Sales	\$ <u>N/A</u>	\$ _____	\$ _____	
Other	\$ <u>N/A</u>	\$ _____	\$ _____	
Total	\$ <u>N/A</u>	\$ _____	\$ _____	

Prior liquor liability insurance carrier _____ Premium _____

Name of Commercial General Liability carrier Secura

G.L. Limits of liability: _____ Assault & Battery Included: or Excluded: If included,

What are the Assault & Battery limits? _____

II. TYPE OF ESTABLISHMENT

A. Type 75 establishment:

- Bar / Tavern
 - Casino
 - Catering Service
 - Comedy Club
 - Other (Describe): Common Consumption Area
→ Free summer concert series concert grounds
 - Drive-through Daiquiri Shop
 - Gentlemen's / Strip Clubs
 - Liquor Mfg./Microbrewery
 - Night Clubs
 - Package Store
 - Restaurant
 - Wholesaler/Distributor
 - Convenience/Grocery Store
- Is there a separate bar area: Yes No
(3) participating licensed establishments
- B. Type of clientele: Area Residents Area Workers Tourists College Other: _____

Area surrounding premises:

- Downtown District
- Suburban Commercial
- Shopping Center
- Residential
- Industrial
- Seasonal
- Resort
- Rural

III. RISK CHARACTERISTICS

- A. Do you provide entertainment?: Yes No is there a cover charge?: Yes No
- If yes, please check the applicable types of entertainment and answer the following questions:
- DJ
 - Juke Box
 - Live Entertainment Type and how often?: Free concerts on Wednesdays throughout the summer from 6-8 pm - 12 concerts total.
- Type of music played (by DJ, Juke Box or Live Entertainment):
- Rap/R&B
 - Country/Western/Bluegrass
 - Classic Rock
 - Heavy Metal
 - Top 40s/pop
 - Other (if so, please explain): Rock, country, reggae, blues, etc. Each concert features a different band, musical variety.
- B. Is premises within city limits?: Yes No Located within 5 miles of a college campus?: Yes No
- C. Check box if location has or plans to have any of the following:
- Mechanical bulls, surfboards or other mechanical devices if so, what type: One inflatable bounce house & one mechanical bull for 3rd of July concert, managed by 3rd Party.
 - Dance Floor Size: _____
 - Pool Table(s) Number: _____
 - Electronic Games Type: _____
 - Gambling _____
 - Trampolines _____
 - Inflatables 1
 - Dart Board _____
 - Dunk Tanks _____ This is covered by _____
 - Climbing Walls: _____ TMVDA's event policy.
 - Foam Parties _____
 - Pinball _____
- D. Are there any activities conducted that would involve patron participation and/or contact with Patrons?: Yes No If yes, please describe: _____
- E. Does the applicant ever permit or sponsor alcohol consumption games (e.g. flip cup, beer pong, etc.), or permit the use of alcohol consumption enticing equipment (e.g., funnels, shot chair, etc.)? Yes No
- F. Do you have "Happy Hour" 2-for-1 drink specials or any other drink promotions Yes No
- G. Is last call announced?: Yes No If so, when?: N/A
Are patrons allowed to bring their own alcohol?: Yes No

Page 2 of 2

The common consumption area is fenced off with security stationed at each entrance prohibiting the flow of alcohol in & out of the concert grounds. Signage also posted stating that alcoholic beverages are prohibited.

IV. SECURITY/ALCOHOL AWARENESS

- A. Security Activities: Do you ever hire, contract or arrange for any of the following:

- Bouncers Doorman Off-duty Police Contracted Security: Are they armed **OR** unarmed
- B. Any firearms kept or carried on the premises?: Yes No
- C. Are all patron IDs checked? Yes No Describe ID verification procedures: ID's are checked at the point of sale.
- D. Describe your procedures and requirements for alcohol awareness training for servers:
 Type of training: TIPS required for all bartenders, servers & security staff.
1. Are all servers required to complete the training?: Yes No How often?: yearly
2. What procedures are in place to prevent the sale of alcohol to minors? ID verification, signage, remaining security, on-site police presence
- E. Number of police calls in the last year? 0
- F. Are identified intoxicated patrons offered: Coffee/food? Yes No Taxi cab home? Yes No
Free gondola & Dial-A-Ride transportation services available for guests.

V. VIOLATIONS/CLAIMS EXPERIENCE

- A. Has applicant, any officer or partner been declared bankrupt within the last 5 years? Yes No
 If yes, please explain in "Remarks" _____
- B. Have any protests, denials, complaints or accusations been made against you as described in "THE ALCOHOLIC BEVERAGE CONTRACT ACT"? Yes No if yes, explain in "Remarks" _____
- C. Has liquor license ever been suspended or revoked? Yes No
 If yes, please explain _____
- D. Have you ever been assessed a fine for violation of a law concerning the sale of Alcohol, or had your liquor License suspended?: Yes No If yes, when and why?: _____

Describe any liquor liability losses claimed or sustained within the past 5 years (include loss amount)

VI. REMARKS The MUPA works closely with the Town of Mountain Village and the local police force at each event to create a family-friendly, safe environment.

FRAUD STATEMENT: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON, FILES AND APPLICATION FOR INSURANCE CONTAINING FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

APPLICANTS WARRANTY STATEMENT: I HAVE READ THIS APPLICATION AND I DECLARE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL OF THE FOREGOING STATEMENTS ARE TRUE AND ACCURATE, AND THAT THESE STATEMENTS ARE OFFERED AS AN INDUCEMENT TO GOLDEN BEAR INSURANCE COMPANY TO ISSUE THE POLICY FOR WHICH I AM APPLYING. I AGREE THAT THIS APPLICATION WILL BE MADE A PART OF THE POLICY, SHOULD GOLDEN BEAR INSURANCE COMPANY EVIDENCE ITS ACCEPTANCE OF THIS APPLICATION BY ISSUANCE OF A POLICY.

X [Signature] 3/30/2015 X _____
 Applicant Signature Date Applicant's Agent's Signature Date

Agent Name and Address: _____

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 4703854		
ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN		
LOCAL LICENSE FEE \$ _____		
APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165		
1. Applicant is a		PRESENT LICENSE NUMBER
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company		4703854
2. Name of Licensee	3. Trade Name	
NVHG HOTEL MADELINE OPERATOR LLC	MADELINE HOTEL AND RESIDENCES TELLURIDE	
4. Location Address		
568 MOUNTAIN VILLAGE BLVD		
City	County	ZIP
MOUNTAIN VILLAGE	SAN MIGUEL	81435
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.		
Section A – Manager reg/change		Section C
* License Account No. _____ 1983-750 (999) <input type="checkbox"/> Manager's Registration (Hotel & Restr.)...\$75.00 2012-750 (999) <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses) NO FEE		2210-100 (999) <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 2200-100 (999) <input type="checkbox"/> Wholesale Branch House Permit (ea).... 100.00 2260-100 (999) <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) .50.00 2230-100 (999) <input type="checkbox"/> Change Location Permit (ea)..... 150.00 2280-100 (999) <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>1</u> Total Fee <u>150</u>
Section B – Duplicate License		
- Liquor License No. _____ 2270-100 (999) <input type="checkbox"/> Duplicate License\$50.00		2220-100 (999) <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ 1988-100 (999) <input checked="" type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x <u>1</u> Total Fee <u>75</u>
DO NOT WRITE IN THIS SPACE – FOR DEPARTMENT OF REVENUE USE ONLY		
DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD
-750 (999)	-100 (999)	TOTAL AMOUNT DUE \$ <u>225 State</u> <u>100 MV</u> .00 <u>325 total</u>

INSTRUCTION SHEET

FOR ALL SECTIONS, COMPLETE QUESTIONS 1-4 LOCATED ON PAGE 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

Section B


For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) *For a Retail Warehouse Storage Permit*, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) *For a Wholesale Branch House Permit*, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 3) *To Change Trade Name or Corporation Name*, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 4) *To modify Premise*, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 5) *For Optional Premises or Related Facilities* go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 6) *To Change Location*, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

STORAGE PERMIT	<p>6. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____ County _____ Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>								
	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td> <td style="width: 50%;">New Trade Name</td> </tr> <tr> <td style="height: 20px;"> </td> <td style="height: 20px;"> </td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> <tr> <td style="height: 20px;"> </td> <td style="height: 20px;"> </td> </tr> </table>		Old Trade Name	New Trade Name			Old Corporate Name	New Corporate Name	
Old Trade Name	New Trade Name								
Old Corporate Name	New Corporate Name								
CHANGE TRADE NAME OR CORPORATE NAME	<p>7. Change of Location</p> <p><small>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</small></p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants</p>								
	<p style="writing-mode: vertical-rl; transform: rotate(180deg); text-align: center; font-weight: bold;">CHANGE OF LOCATION</p>								

CHANGE OF MANAGER	<p>8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY	<p>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>SEE ATTACHMENTS</u></p> <p>_____</p> <p>_____</p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws?..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p>
OATH OF APPLICANT	
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments hereto, and that all information therein is true, correct, and complete to the best of my knowledge.	
Signature 	Title AUTHORIZED SIGNATORY
	Date 1/7/14
REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)	
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 49 and 47, C.R.S., as amended. THEREFORE, THIS APPLICATION IS APPROVED.	
Local Licensing Authority (City or County)	Date filed with Local Authority
Signature	Title
	Date
REPORT OF STATE LICENSING AUTHORITY	
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.	
Signature	Title
	Date

LAW OFFICES OF STEPHANIE L. FANOS, P. C.

STEPHANIE L. FANOS*

*ADMITTED IN COLORADO AND CALIFORNIA

P. O. BOX 3600, TELLURIDE, COLORADO 81435 (MAILING ADDRESS)
101 EAST COLORADO AVENUE, SUITE 201A, TELLURIDE, COLORADO 81435 (DELIVERY ADDRESS)
(970) 728-6237 (866) 515-1221 (FAX)
stephanie@fanoslaw.com

January 8, 2016

VIA HAND DELIVERY AND EMAIL

Jackie Kennefick
Town Clerk
Town of Mountain Village
455 Mountain Village Blvd
Mountain Village, Colorado 81435

Re: **Madeline Hotel and Residences Telluride Liquor License #4703854 (Resort Complex (City) Renewal and Modification of Premises**

Dear Jackie:

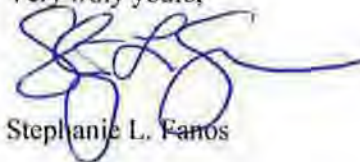
Enclosed please find the following documents for the applications related to the above referenced liquor license:

1. Revised/amended Renewal Application to include "Related Facilities."
2. Modification of Premises Application
3. Overview Map showing existing licensed premises and points of sale
4. Overview Map showing addition of premises
5. Summary of modifications
6. Exhibit A showing modifications related to Point of Sale #1
7. Exhibit B showing modifications related to Point of Sale #2
8. Exhibit C showing details of the additional of new premises and Point of Sale #4
9. Amendment to Management Agreement which added the new premises to the

Management Agreement between the property owner and the Licensee providing Licensee with possessory rights for the new premises.

10. Check for application fees.

Very truly yours,



Stephanie L. Fanos

HOTEL MADELINE MODIFICATION OF PREMISES SUMMARY

The following numbered items correspond the items numbers on the attached diagrams.

OVERVIEW MAPS

Current licensed premises and points of sale

Additional licensed premises

A. Point of Sale #1 ---- "Black Iron Kitchen" Modifications (Exhibit A)

A.1 Added exterior seating

A.2 Added new interior doorway

A.3 Added new interior doorway

B. Point of Sale #2 ---"Lounge Area Bar" Modifications (Exhibit B)

B.1 Renovation to add bar that is accessed from exterior and interior. Sales are processed at this location.

B.2 Added new exterior entry door and landing

B.3 Added exterior seating

B.4 Added ramp

B.5 Added stair

B.6 Added new ½ walls in these locations

B.7 Added ADA access ramp

B.8 Changed interior door types in these locations

B.9 Walls (1/2 walls) were removed in these locations

B.10 Previous bar was removed

C. ADDITION OUTDOOR POOL DECK TO LICENSED PREMISES (Exhibit C)

C.1 Outdoor pool and deck area added to the licensed premises

C.2 Outdoor bar (currently under construction) adding new point of sale #4 "Outdoor Pool Bar"

C.3 Locked closet where alcohol will be stored for use in the outdoor bar which is part of the outdoor bar (currently under construction). Will be locked when the outdoor bar is not in service and operation.

C.4 New entry/door from existing licensed premises into new outdoor pool and deck premises.

D. AMENDMENT TO MANAGEMENT AGREEMENT ADDING ADDITIONAL PREMISES (Exhibit D)

E. Deed evidencing ownership of new premises by Madeline Property Owner, LLC (Exhibit E)



CURRENT
 as of March 2015
 OVERVIEW
 MAP
 -GROUND
 LEVEL

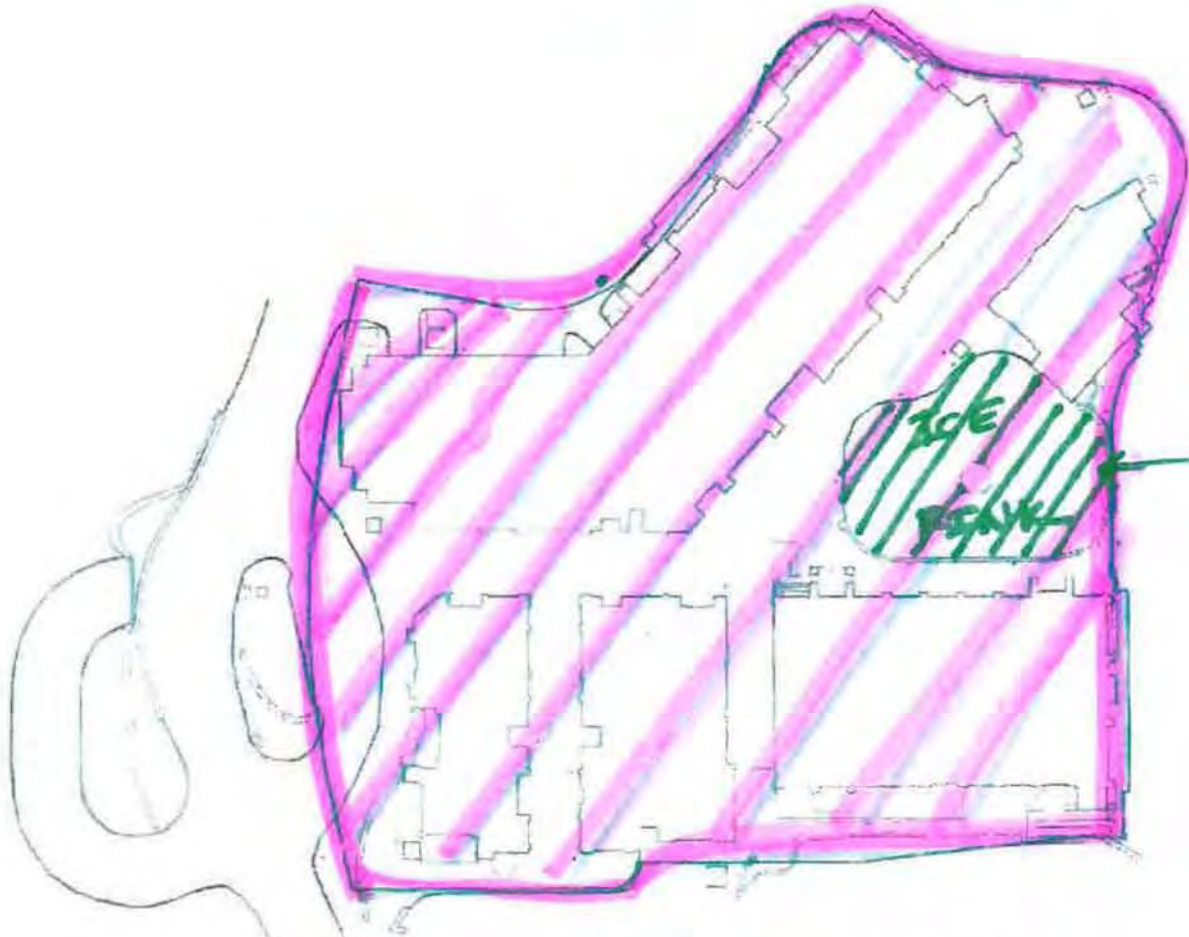
PER CURRENT
 LICENSE
 APPLICATION
 SUBMITTED
 IN MARCH 2015

#3 point of sale
 (now referred to
 as "Plaza Access
 Bar")

Point of Sale
 Ground Level

OVERVIEW MAP CURRENT Licensed Premises as of March 2015

PER CURRENT LICENSE APPLICATION SUBMITTED IN MARCH 2015



SUMMER USE ONLY

Lot 38-50-51R

HOTEL MADELINE SITE EXHIBIT

DATE	2/11/15
PROJECT	HOTEL MADELINE
CLIENT	THE HOTEL MADELINE GROUP
SCALE	AS SHOWN
DRAWN BY	FSLEY
CHECKED BY	FSLEY
DATE	2/11/15

FSLEY
ARCHITECTS, INC.
1000 W. PINE ST. SUITE 100
DENVER, CO 80202
TEL: 303.733.1111 FAX: 303.733.1112
WWW.FSLEYARCHITECTS.COM

OVERVIEW MAP Addition to Licensed Premises

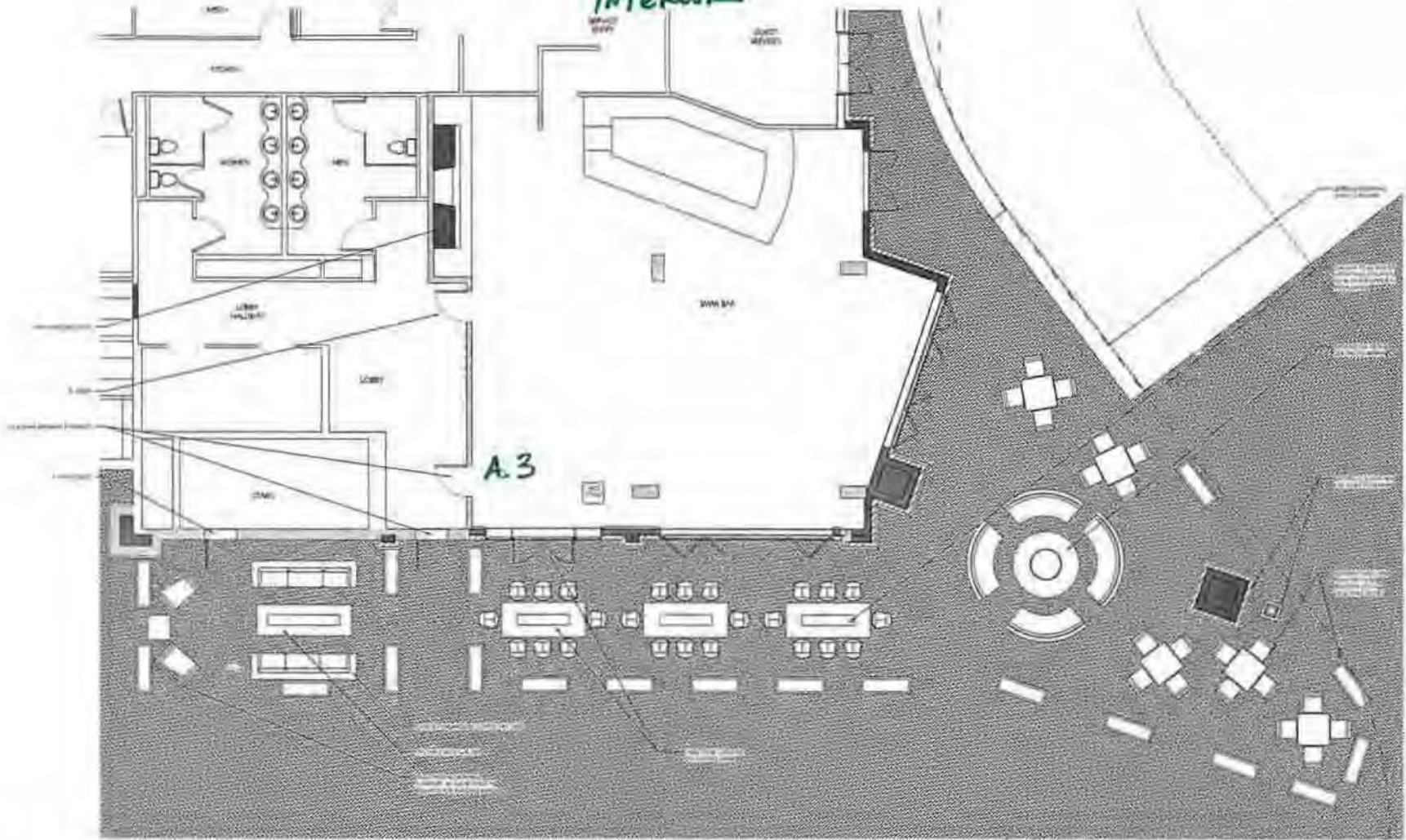
- = Existing Licensed Premises
- = Additional Premises (see Exhibit C for details)



HOTEL MADELINE SITE

Project No. 08	Sheet 001	Scale 1/4" = 1'-0"	FOLEY ASSOCIATES, INC. 1225 W. PALMER, SUITE 100 TELLURIDE, COLORADO 81416	070-725-6123	070-725-0100 Fax
Location: CO				P.O. BOX 1595	
Checked by: 08				1225 W. PALMER, SUITE 100	
Date: 05/13/2008				TELLURIDE, COLORADO 81416	
Drawing path: \\sfs\0808\08-001.dwg			Sheet: 001	Project #: 0808	

EXHIBIT A
 POINT OF SALE #1 - "BLACK IRON KITCHEN"
 MODIFICATIONS
 INTERIOR



page 1 of 2

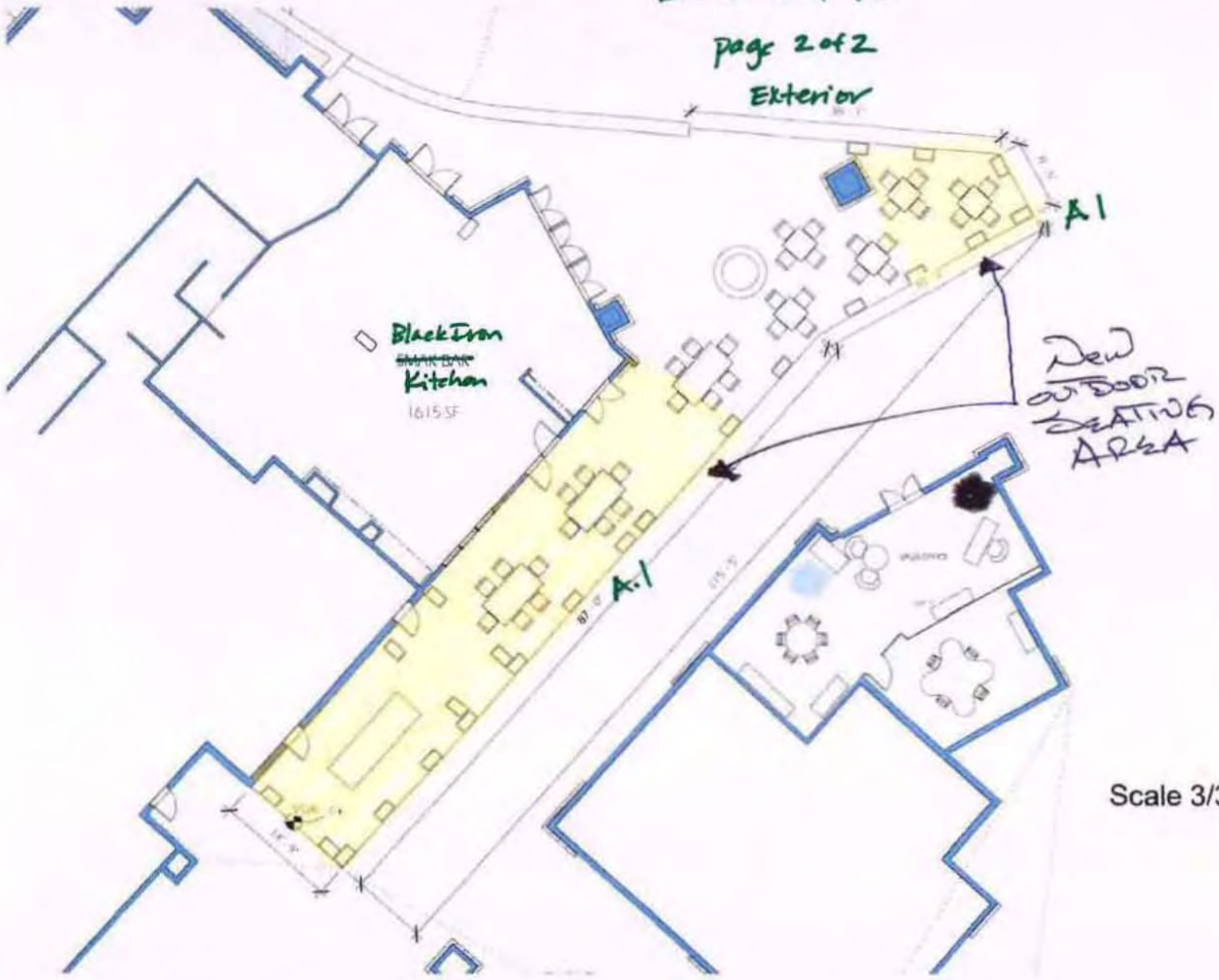
Hotel Madeline
 Phase 2 Remodel
 SmaK Bar - Floor Plan
 Sheet A.P. 2.1.3



EXHIBIT A

page 2 of 2

Exterior

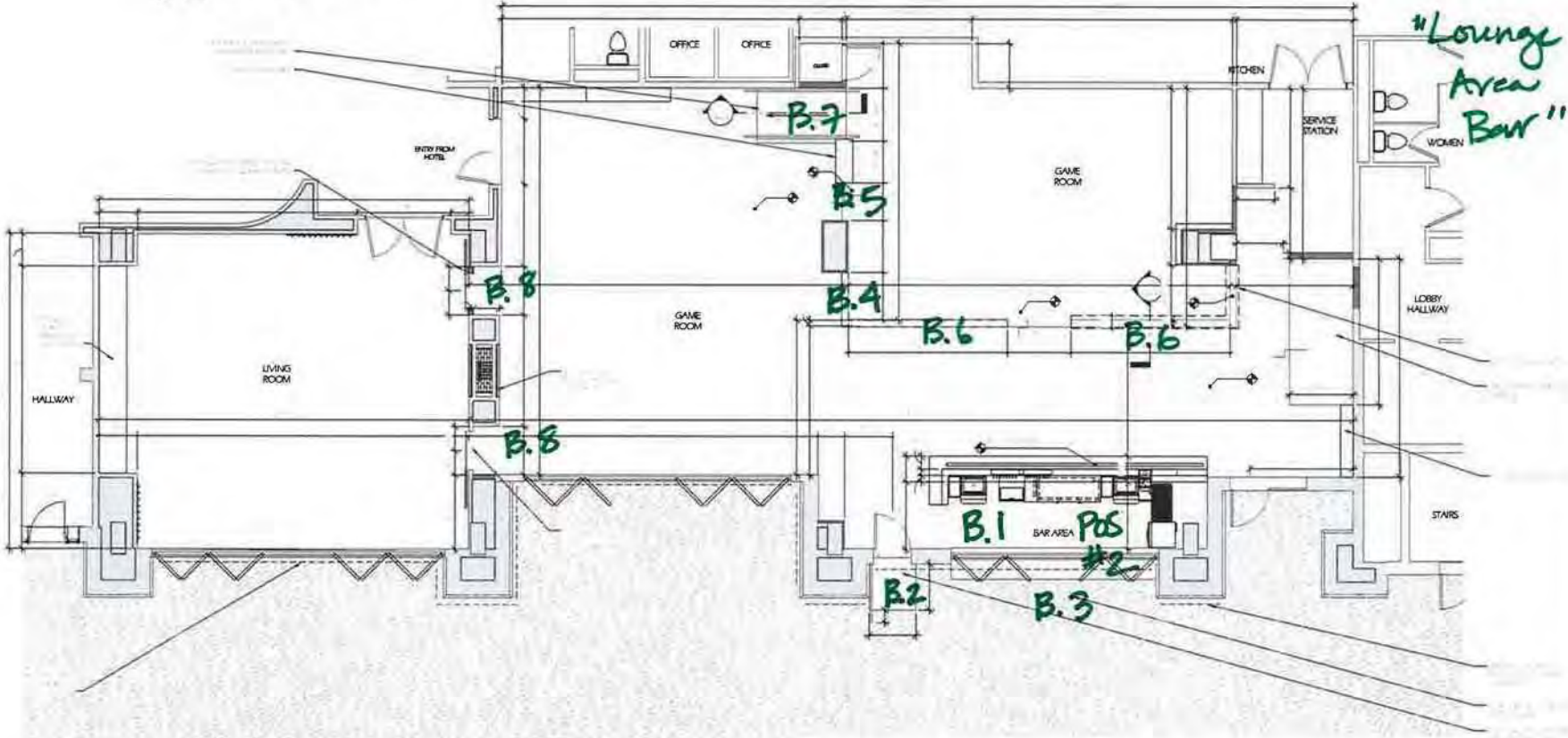


Scale 3/32

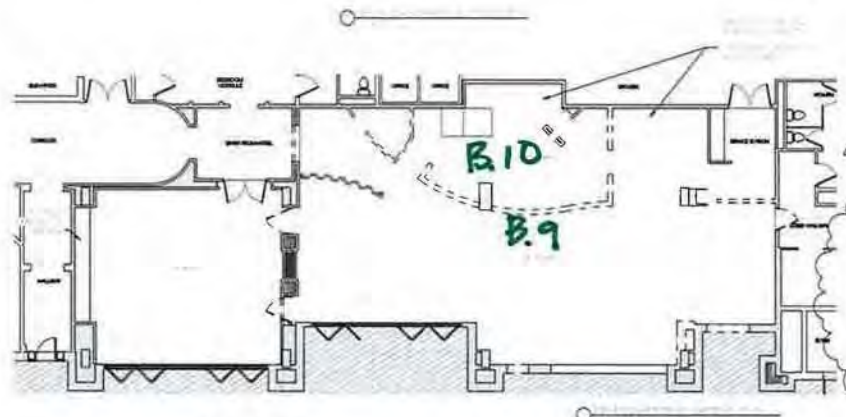
EXHIBIT B - Modifications to Point of Sale #2 Area

After renovations.

"Lounge Area Bar"



DIMENSIONS SHOWN ON EXISTING STRUCTURE ARE BASED ON AS-BUILT PLANS PROVIDED. ALL DIMENSIONS SHALL BE FIELD VERIFIED FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.



Before

No.	Description	Date

No.	Description	Date

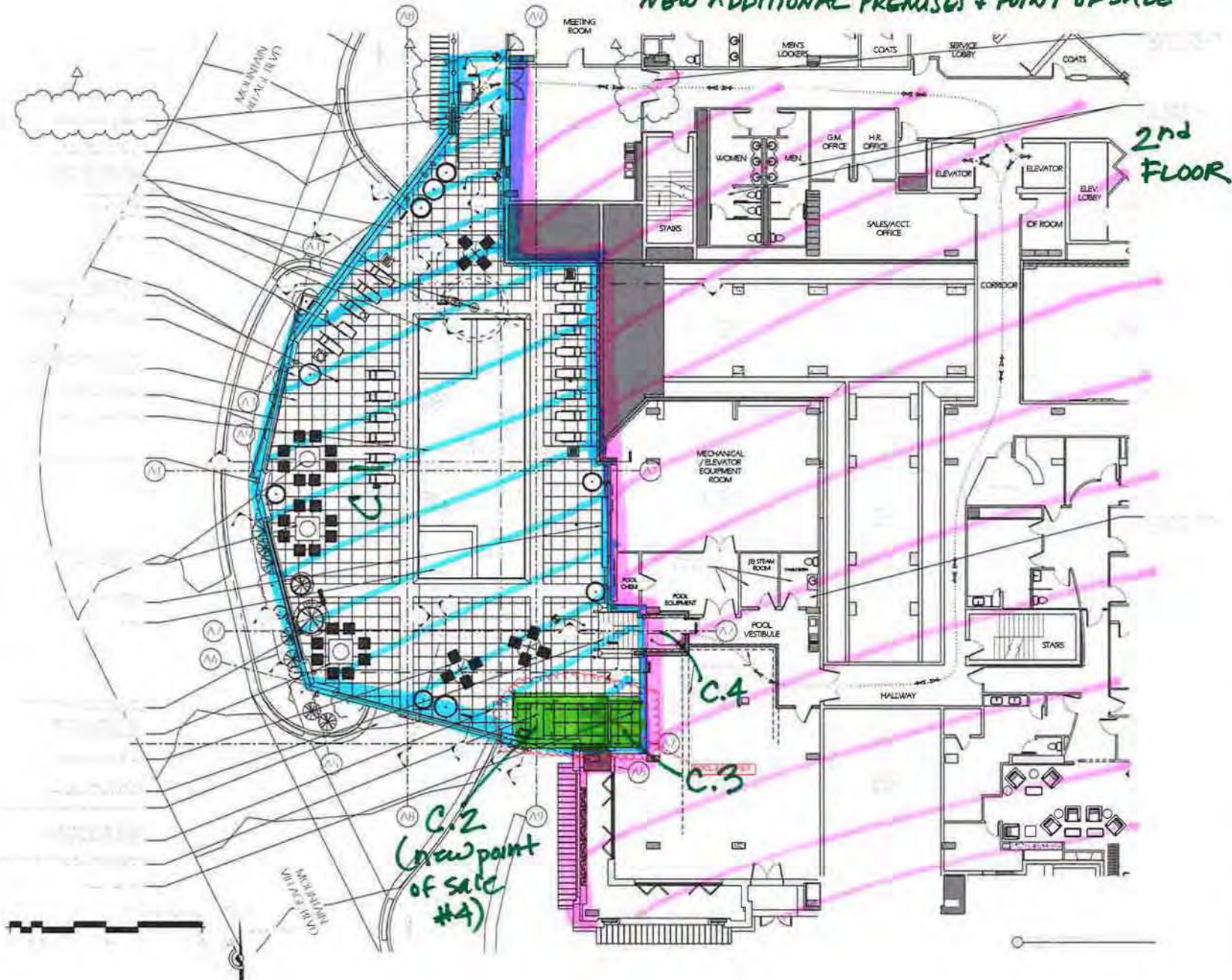
Hotel Madeline
Phase 1 Retrofit
Framing & Demolition
Plan - Rev Restaurant
Space

A2.1.4

EXHIBIT C

"OUTDOOR POOL BAR"

NEW ADDITIONAL PREMISES + POINT OF SALE



No.	Description	Date

No.	Description	Date

Hotel Madeline
Phase 2 Remodel
Floor Plan - Second
Level Pool Deck

A2.2.1

EXHIBIT D

FIRST AMENDMENT TO MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT TO MANAGEMENT AGREEMENT ("First Amendment") is made and entered into to be effective as of December 1, 2015 (the "Effective Date"), by and between MADELINE PROPERTY OWNER LLC, a Delaware limited liability company (the "Owner"), and NVHG MADELINE HOTEL OPERATOR LLC, a Delaware limited liability company (the "Operator").

RECITALS

A. Owner and Operator entered in a Management Agreement dated August 18, 2014 ("Management Agreement") pertaining to the land, improvements and real property commonly referred to as the Hotel Madeline and/or Madeline Hotel and Residences, located at 568 Mountain Village Blvd., Telluride, Colorado, on the real property more particularly described on Exhibit A attached to the Management Agreement (the "Property").

B. Owner has acquired, developed and constructed improvements on real property adjacent to the Property which is more particularly described on Exhibit 1 attached hereto ("Additional Property").

C. Owner and Operator desire to amend the Management Agreement to subject the Additional Property to the terms of the Management Agreement and include the Additional Property within the Property to be managed and operated by Operator under the Management Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. All capitalized but undefined terms used herein shall have the same meaning as set forth in the Management Agreement.

2. The Additional Property more particularly described on Exhibit 1 attached hereto shall be added to the legal description of the "Property" as that term is defined and described in the Management Agreement. Hereafter, the term "Property" shall be deemed to include the Additional Property.

3. The Additional Property shall hereafter be included within definition of the "Hotel" as that term is defined in the Management Agreement.

4. Except as modified by this First Amendment, all terms and conditions of the Management Agreement shall remain in full force and effect.

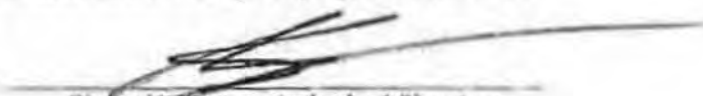
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the Effective Date.

[Signatures on the following pages]

OPERATOR:

NVHG MADELINE HOTEL OPERATOR LLC,
a Delaware limited liability company

By: NVHG Management, LLC,
a Delaware limited liability company, its sole member

By: 
Simon Halgarten, Authorized Signatory

OWNER:

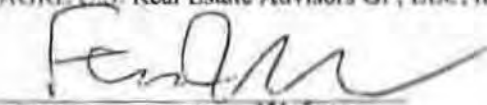
MADLINE PROPERTY OWNER, LLC,
a Delaware limited liability company

By: AGRE U.S. REAL ESTATE FUND, L.P.,
a Delaware limited partnership, its sole member

By: AGRE U.S. Real Estate Advisors, L.P., its general partner

By: AGRE U.S. Real Estate Advisors GP, LLC, its general partner

By:



Name: Fess Woise

Title: Authorized Signatory

EXHIBIT 1

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

Tract OS-1A-MVB, according To The Replat of Tract OS-1A & a Portion of Mountain Village Blvd., Town Of Mountain Village, recorded December 22, 2005 In Plat Book 1 at Page 3593,

County of San Miguel,

State of Colorado

EXHIBIT
E

436939
Page 1 of 4
SAN MIGUEL COUNTY, CO
M. KATHLEEN ERIE, CLERK-RECORDER
03-25-2015 10:20 AM Recording Fee \$26.00

State Documentary Fee
Date MAR. 25, 2015
\$ EXEMPT R.JG

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("**Deed**") is made and delivered, effective as of this 12th day of March, 2015, ("**Effective Date**"), by and between Town of Mountain Village, a Colorado municipal corporation ("**Grantor**"), with an address of 455 Mountain Village Blvd., Suite A, Mountain Village, Colorado 81435 and Madeline Property Owner, LLC, a Delaware limited liability company, with an address 468 Mountain Village Blvd., Mountain Village, Colorado 81435 ("**Grantee**").

WITNESSETH, That the Grantor for and in consideration of the sum of good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and accepted, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee, and the Grantee's successors and assigns forever, all the real property and improvements, situate, lying and being in the County of San Miguel and State of Colorado more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (collectively the "**Property**");

TOGETHER with all and singular (i) hereditaments and appurtenances thereto belonging, or in anywise appertaining; (ii) reversion and reversions, remainder and remainders, rents, issues and profits thereof; and (iii) estate, right, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the Property.

TO HAVE AND TO HOLD the Property unto the Grantee, and the Grantee's successors and assigns forever, Grantor, for itself, its successors or assigns, does hereby further covenant, grant, bargain and agree to and with the Grantee, and the Grantee's successors and assigns, that the Grantor at the time of the ensembling and delivery of these presents, is well seized of the Property as of the Effective Date and, as of that Effective Date, the Grantor has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple in and to the Property and, therewith, has good right, full power and lawful authority to grant, bargain, sell and convey the Property in manner and form as set forth in this Deed, and that the Property is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions, of whatever kind or nature soever, EXCEPT real property taxes and assessments for the current year assessed, but not yet payable, and all easements, encumbrances and matters recorded in the Official Records of San Miguel County, Colorado.

The Grantor shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of the Grantee, and the Grantee's successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof by, through or under the Grantor.

[Signature on following page]

IN WITNESS WHEREOF, the Grantor has executed and delivered this Deed as of the Effective Date.

GRANTOR:

TOWN OF MOUNTAIN VILLAGE

By: *Daniel Jansen*
Dan Jansen, Mayor

STATE OF COLORADO)
)
COUNTY OF SAN MIGUEL)

The foregoing was acknowledged before me on MARCH 12, 2015 by Dan Jansen, Mayor, Town of Mountain Village.

Witness my hand and official seal.

My commission expires: JUNE 5, 2018

Jane Marinoff
Notary Public

Approved as to Form:

By: *[Signature]*
James Mahoney, Assistant Town Attorney

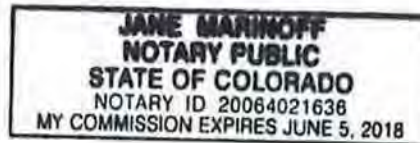
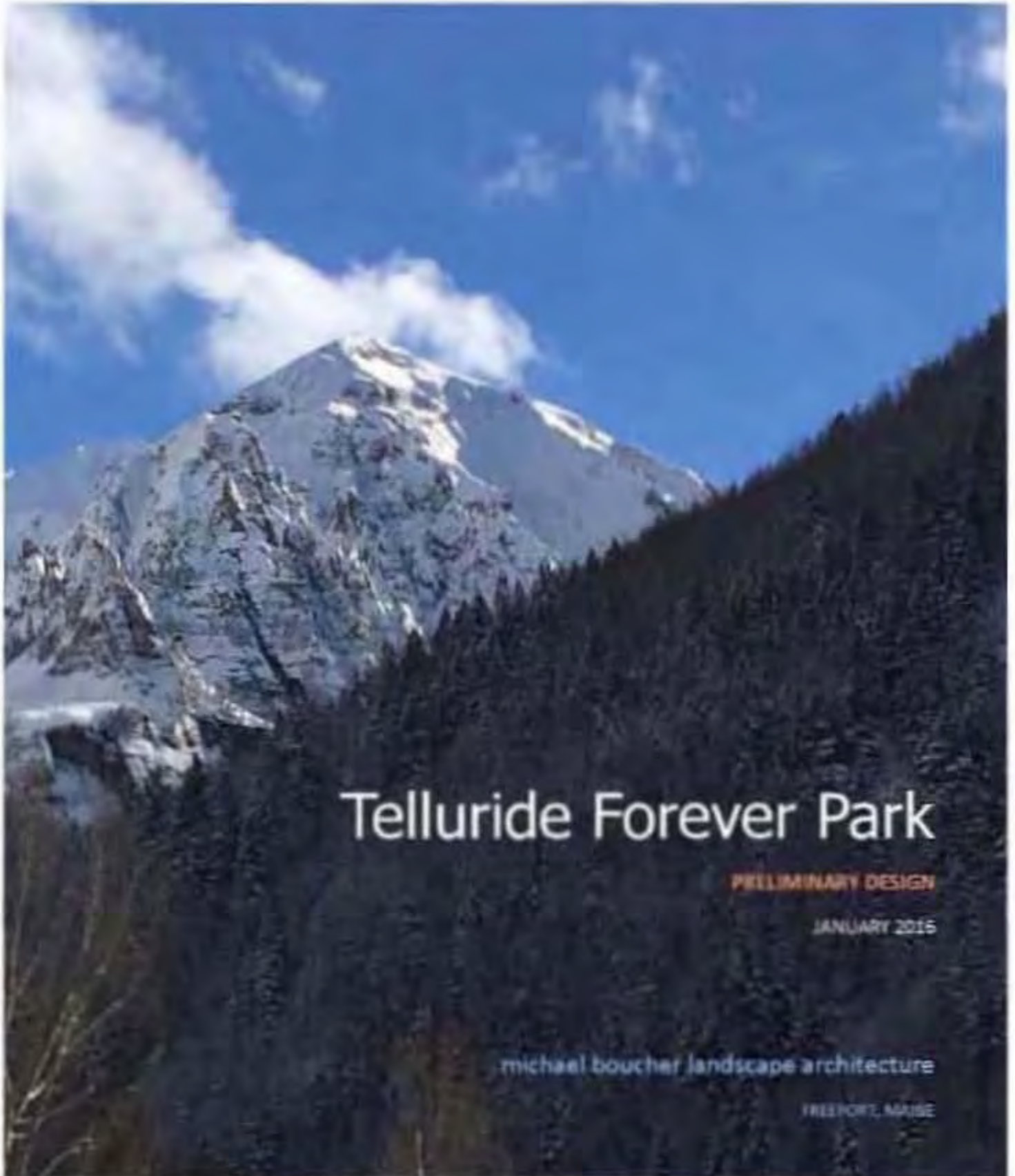


EXHIBIT A

Legal Description of the Property

Tract OS-1A-MVB, according To The Replat of Tract OS-1A & a Portion of Mountain Village Blvd., Town Of Mountain Village, recorded December 22, 2005 In Plat Book 1 at Page 3593,

**County of San Miguel,
State of Colorado**



Telluride Forever Park

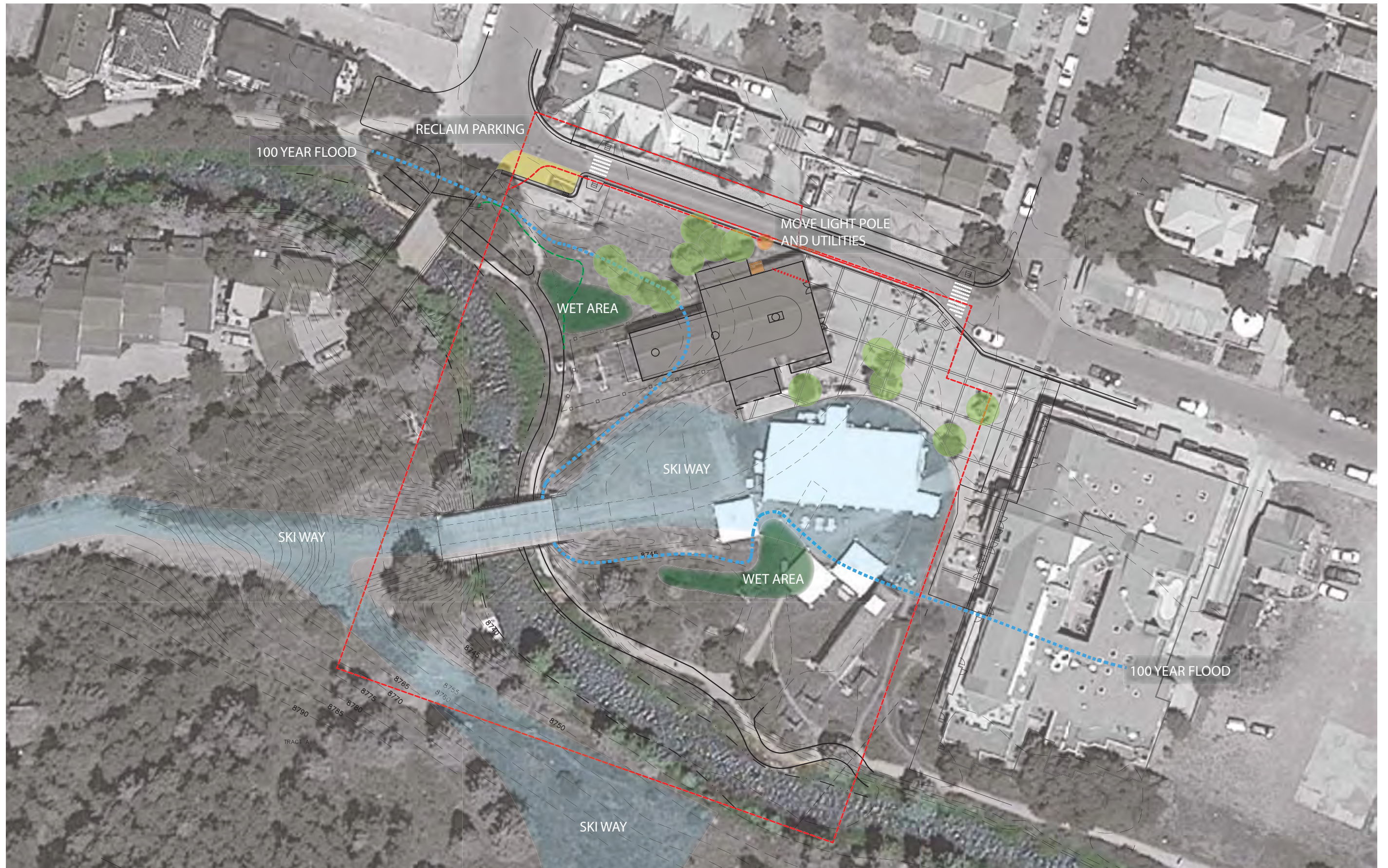
PRELIMINARY DESIGN

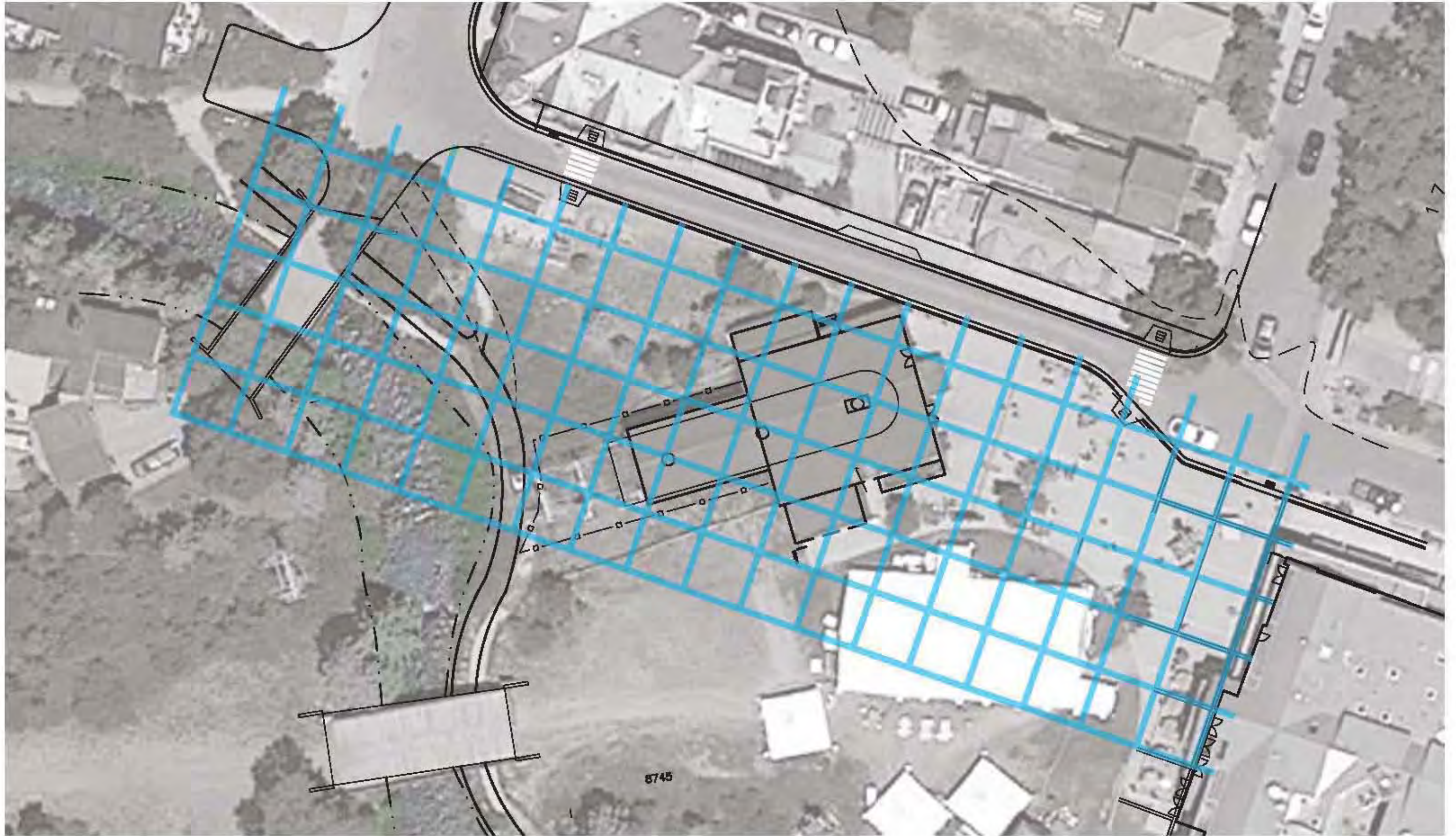
JANUARY 2015

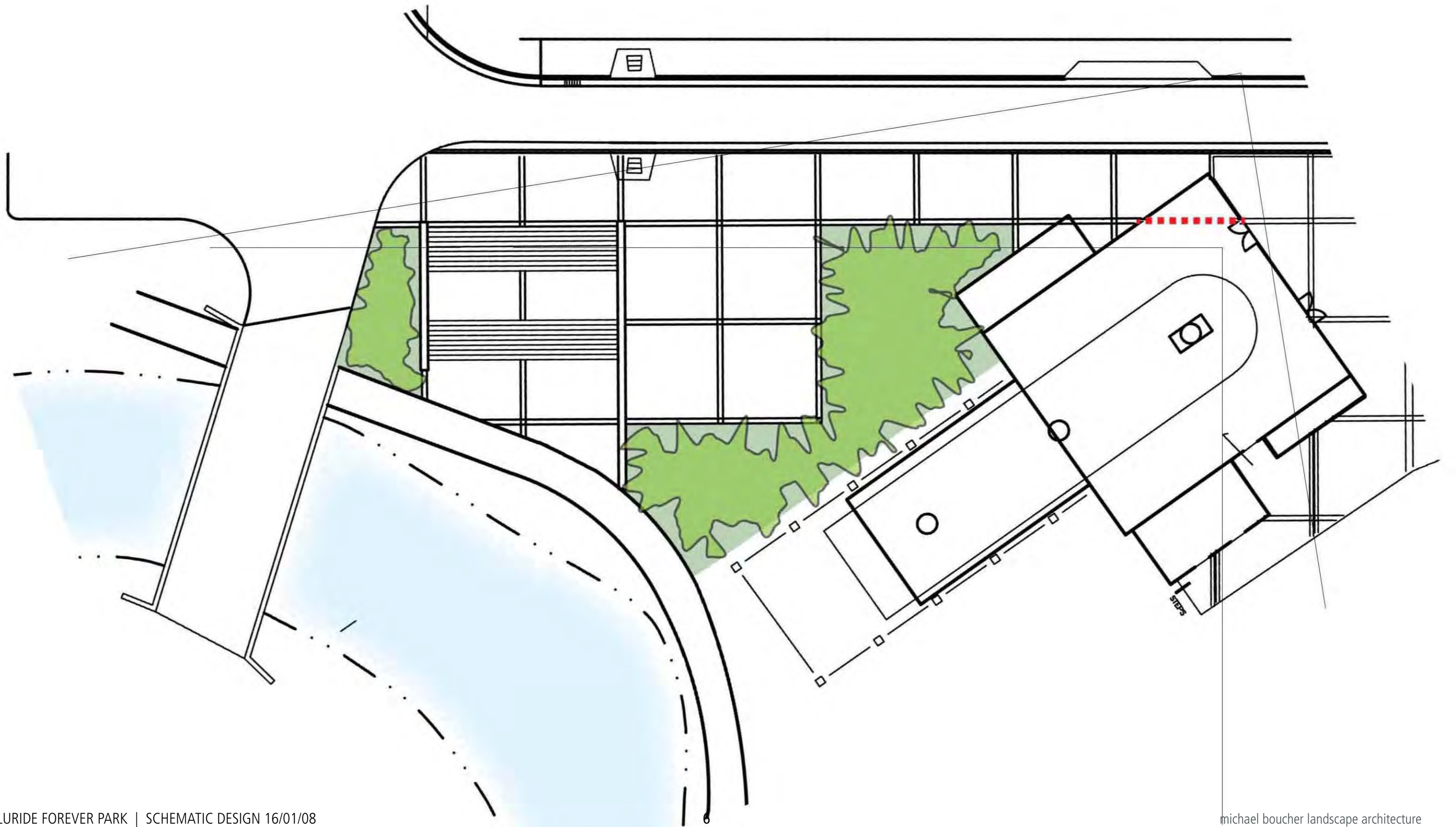
michael boucher landscape architecture

FREEMONT, MONTANA



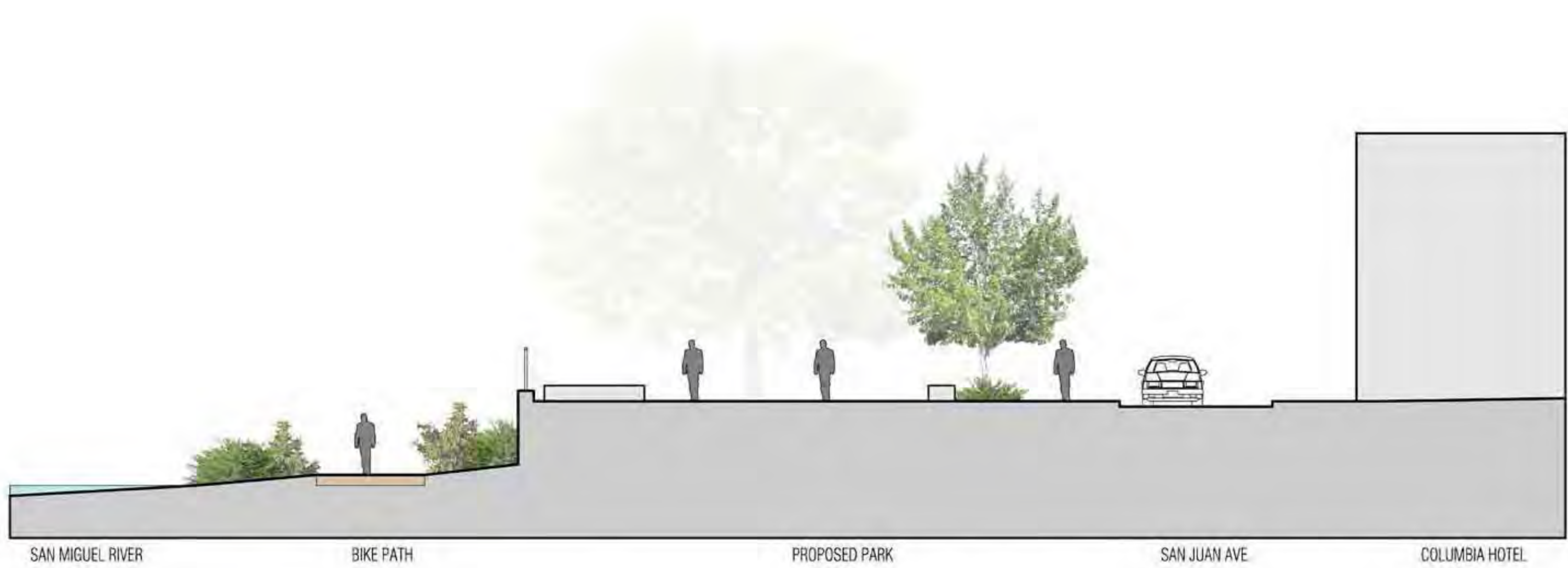




















December 6, 2015

To: Town of Mountain Village Town Council

Telluride Conference Center Approved Capital Improvement Request:

TSG purchased a complete and state of the art sound system for the Conference Center in November of 2015 for \$212,591.39. The timing of the purchase was related to an opportunity to purchase a sound system that had been sold to another venue. The system was not big enough for the other venue (but is perfect for the TCC) and after one use by the other venue we purchased it as “used” providing a discount of \$138,000 (the system purchased retail is \$350,000).

The sound system is a great addition and complement to the state of the art screen and projector purchased by TMVOA last year, allowing the Telluride Conference Center and Mountain Village to capitalize on the two great cultural entertainments our destination is known for; music and film.

The Telluride Conference Center is having success with musical entertainment in Mountain Village producing over 25 concerts in the last 2 years providing exceptional entertainment for visitors and Mountain Village residents. Previous to the TCC owning a system, the sound equipment had to be rented for each of the shows.

The sound system is a great value and asset addition for the facility and thank you for consideration of the sound system as an Approved Capital Improvement in the amount of \$212,591.39

Detailed equipment detail and all parts for the purchase are attached in form *Exhibit B* of the *2015 Amended and Restated Telluride Conference Center Management Agreement*.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Robert Stenhammer", is written over a circular stamp or seal.

Robert Stenhammer
Executive Vice President – TSG

EXHIBIT B

APPROVED CAPITAL IMPROVEMENTS

The Town hereby approves the following Approved Capital Improvements to be made by TSG pursuant to Article 7 of the Amended and Restated Conference Center Management Agreement:

Approved Capital Improvement (detailed description):

2 Purchases of Complete Sound System \$127,591.39 + \$85,000 = \$212,591.39 Total

Type	Qty.	Description	Note	Time Qty.	Rate	Unit Rate	Ext. Price
Retail							
Retail	210	3 Wire 12 Gauge Per Foot			Each	1.99	417.90
Retail	650	4 Wire 12 Gauge Per Foot			Each	2.31	1,501.50
Retail	200	Feeder Cable			Each	4.96	992.00
Retail	2	Mina Fly Bars			Each	2,954.00	5,908.00
Retail	1	Miscellaneous Hardware			Each	1,500.00	1,500.00
Retail	1	Motor Control			Each	500.00	500.00
Retail	1	Whirlwind 32x10 Snake			Each	2,470.00	2,470.00
Retail	1	Midas M32			Each	4,999.00	4,999.00
Retail	12	Meyer M'elodie			Each	8,960.00	107,520.00
Retail	1,750	XLR Per Foot	(10) 50' (50) 25'		Each	1.75	3,062.50
Retail	1	Shure Beta 52			Each	190.00	190.00
Retail	2	Shure Beta 81			Each	350.00	700.00
Retail	1	Shure Beta 91A			Each	239.00	239.00
Retail	3	Shure KSM 137/SL			Each	300.00	900.00
Retail	6	Shure SM57			Each	99.00	594.00
Retail	6	Shure SM58 S			Each	99.00	594.00
Retail	8	K&M Short Boom			Each	90.00	720.00
Retail	4	K&M Straight Stand			Each	60.00	240.00
Retail	10	K&M Tall Boom			Each	90.00	900.00
Retail	6	Radial JDI DI Box			Each	199.99	1,199.94
Retail	2	CM 1 Ton Motor			Each	5,200.00	10,400.00
Retail	24	3 Pin Female			Each	2.93	70.32
Retail	24	3 Pin Male			Each	2.83	67.92
Retail	1	Power Distro			Each	2,100.00	2,100.00
Retail	700	XLR Per Foot	PA only		Each	1.80	1,260.00
Retail	2	HP 700 Sub			Each	15,274.00	30,548.00
Retail	2	HP 700 Sub Wheelplate			Each	1,876.00	3,752.00
Retail	1	Meyers Galileo			Each	13,426.00	13,426.00
Retail	2	Mina Mid Wheelplate			Each	1,134.00	2,268.00

Retail	8	QSC K12 Monitor		Each	807.49	6,459.92
Retail	4	Shackle		Each	16.33	65.32
Retail	2	Sling- 4'		Each	18.56	37.12
						Retail Total: \$205,602.44
Labor						
Labor	1	General Laborer		16	Hourly Rate	25.00 400.00
		2/28/2015 12:01 AM - 11:59 PM				
Note		Custom cabling (2 days @ 8 hours per day)				
Labor	1	Installation Technician	Setup	8	Hourly Rate	45.00 360.00
		2/28/2015 12:01 AM - 11:59 PM				
Labor	1	Installation Technician	Setup	8	Hourly Rate	45.00 360.00
		2/28/2015 12:01 AM - 11:59 PM				
Labor	1	Installation Technician	Setup	8	Hourly Rate	45.00 360.00
		2/28/2015 12:01 AM - 11:59 PM				
Note		***LABOR ESTIMATE ONLY. Additional labor will be billed separately				
						Labor Total: \$1,480.00
Service						
Service	1	Adjustment	payment directly to Gear Source upon Dave's inspection	1	Day Rate	-85,000.00 -85,000.00
Service	261	Delivery Fee			Each	1.95 508.95
Service	1	Shipping	Freight for all supplies from suppliers to GJ (Meyer ships via pallets)	1	Day Rate	5,000.00 5,000.00
						Service Total: (\$79,491.05)

Card Type	Card Number	Name On Card	Expiration	Subtotal:	\$127,591.39
-----------	-------------	--------------	------------	-----------	--------------

Item #	Quantity	Description	Rate	Amount
87927	1	[Meyer M'elodie Line Array System] Melodie Package	85,000.00	85,000.00
Handling Fee	1	Handling fee - 2% (Discount of 2% available if paying by wire or check)	1,700.00	1,700.00
Handling Fee	1	Handling Fee Discount - 2% (Discount applied - Order paid with wire or check)	-1,700.00	-1,700.00
Please make checks payable to: GearSource 3101 Fairlane Farms Road, Suite 4 Wellington, FL 33414 <hr/> WIRE TRANSFER INFORMATION: Bank Name: SunTrust Bank Address: 12870 Forest Hill Blvd, Wellington, FL 33414 ABA#: 061000104 ACCT#: 1000107392895 SWIFT CODE: SNTRUS3A For Credit to: GearSource Inc. *Please email a copy of the wire confirmation to accounting@gearsource.com * ***PLEASE NOTE, IF YOU DECIDE TO PAY THIS INVOICE WITH A CREDIT CARD, YOU WILL AUTOMATICALLY BE BILL FOR THE 2% HANDLING FEE**				
			Total	\$85,000.00

Approved Amount of Credit/Reimbursement (subject to depreciation as set forth in section 6.01 of the Amended and Restated Conference Center Management Agreement):

TSG shall receive full credit or reimbursement, per Article 7, subject to depreciation as set forth in section 6.01 of the of the Amended and Restated Conference Center Management Agreement in the amount stated above, for the above-described Approve Capital Improvement.

TOWN OF MOUNTAIN VILLAGE,
a home-rule municipality and political
subdivision of the state of Colorado

By: _____

_____, Mayor

Memo

Agenda Item #10

To: Mayor Jansen and Town Council
From: James Mahoney
CC: File
Date: January 13, 2016
Re: Re-Certification of Procurement Manual

This item is being brought to Town Council in order to examine and re-certify the Town's procurement policies that are embodied in the Town's Procurement Manual. This is being done as some of the agencies which the Town receives grants from have expressed that they would like to see procurement policies re-certified by the governing body at least every three years, which is probably a good practice.

The last time the Procurement Manual was examined and adopted by the Town Council was in 2011, thus, it is time for Town Council to take a look and re-certify this document.

I am involved in most aspects of the procurement process, including formal bid requests, review of some bids, review of contracts, review of requests for waivers of formal bid processes, review of sole source requests etc... and since 2011, I have not seen a lot of issues regarding the Town's procurement process or the Procurement Manual. I have also spoken with the Finance Department along with key Department Managers and while there is the occasional slowing down of a project due to the procurement requirements, they feel that the procurement process works well, while having all of the necessary safe-guards in effect. The Town's auditors have also expressed satisfaction with the Town's Procurement Manual during the annual audits. Therefore, staff does not have any recommended areas of changes for the Procurement Manual.

Proposed Motion:

I move to approve and re-certify the Town's Procurement Manual as presented.



TOWN OF MOUNTAIN VILLAGE
PROCUREMENT MANUAL
AS AMENDED AND ADOPTED BY
TOWN COUNCIL JANUARY 20, 2011

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SECTION 1: INTRODUCTION

The Town of Mountain Village (the "Town") has prepared this Procurement Manual for departmental use. It serves as a guide for fair and equitable treatment of all persons involved in public purchasing, and a tool for maximizing quality and value for the tax dollar.

As trusted public servants, Town personnel must work as a team and cooperate with one another to administer an effective procurement program. Employees who are part of the purchasing cycle must be aware of policies and procedures that are the background for ethical and fair procurement practices.

OVERVIEW

This Procurement Manual shall be a complete source of information and detailed procedures for centralized purchasing of commodities, services and equipment. All Town employees shall be familiar with the regulations set forth and shall adhere to the procedures and policies established herein.

The sections that follow cover administration of our purchasing authority, contract formation, specifications, solicitation and evaluation process, contract award, delivery terms, bidder and owner responsibilities, payment terms, source selection and surplus property.

Proper planning will increase Town procurement power by eliminating duplication, consolidating purchases and encouraging competition among vendors.

STATEMENT OF PURPOSE

The Town is governed by the highest ideals of honor and integrity in all public relationships, striving to merit respect and inspire confidence as a trusted public servant.

The Town shall maintain an effective, efficient and economical program for the purchase of goods, services and implementation of construction contracts, resulting in the greatest quality and value for the lowest possible cost.

The Town shall continue to enhance open competition in public purchasing, based on impartiality and fair opportunity.

Signed this _____ day of _____, 2007

Town Manager

Mayor

SECTION 2: ETHICS IN PUBLIC PROCUREMENT

2.1 GUIDELINES

Any attempt to realize personal gain through public employment is a breach of public trust. No favoritism shall be extended to any vendor. Purchases and contracts shall be made on the basis of competence, quality, price, delivery and performance.

It shall be a breach of ethical standards for any employee or public official to knowingly use confidential information for his or her personal gain or for the personal gain of others.

Any agent or employee of the Town making unauthorized purchases or contracts shall be personally liable for any obligations that result.

2.2 GRATUITIES

It is a breach of ethical standards for any person to offer, give or agree to give any employee or public official a gratuity or an offer of employment in connection with any decision or recommendation concerning a possible or actual purchase on behalf of the Town. Gratuity items shall not mean pens, pencils, calendars or other novelty items used as advertising by vendors and suppliers. Those items stated above or any gifts received shall become the property of the Town.

2.3 KICKBACKS

It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or any person associated therewith, as an inducement for the award of a subcontract and solicitation thereof.

2.4 EMPLOYEE PURCHASES

Any attempt to realize personal gain through public employment is a breach of public trust. It is a breach of ethical standards for any employee or public official to solicit or request monetary discounts from vendors and suppliers based on employment with the Town.

No Town employee may purchase on any Town vendor account unless the purchase is specifically approved by the Town Manager. Employees may purchase from the same vendors or suppliers on their own.

2.5 SANCTIONS

The Town Manager may impose any one or more of the following sanctions on any employee found to be in violation of the ethical standards so stated in this section:

1. Oral or written warning or reprimand; or
2. Termination of employment

A vendor or supplier found to be in violation of the Town's ethical standards may risk exclusion or suspension for cause from consideration for award of contracts, with exclusion not to exceed five (5) years. The finance department will require a W-9 from all vendors prior to remitting payment. Any falsification of vendor identification will be reported to the IRS and the Town would seek the maximum IRS penalties as disclosed on the W-9 form.

SECTION 3: PURCHASING AUTHORITY

3.1 MAYOR

The responsibility for all purchases made by the Town is vested in the Mayor. The Mayor has authorized the Town Manager to establish procurement rules and regulations for all Town personnel.

3.2 TOWN MANAGER

The Town Manager has established these rules and regulations for the purchase and procurement of all goods and services, and these rules and regulations shall be applicable to all Town employees. The Town Manager and the Mayor possess the sole authority for any deviation from purchasing regulations. The Town Manager may invoke disciplinary action upon any individual or department for improper purchasing practices. Disciplinary action may be in the form of restricted purchasing privileges, restitution, suspension, termination or any other form deemed appropriate by the Town Manager.

All capital outlay or improvement projects, service and maintenance contracts and professional services contracts over \$50,000, insurance contracts or any other items consistent with these policies and practices must be approved in writing, by the Town Manager and the Mayor.

3.3 DEPARTMENT HEADS

By authority of the Town Manager, department heads are granted the purchasing authority and responsibility as set forth herein. Department heads include: Town Manager, Finance Director, Chief of Police, Public Works Director, Recreation, Plaza's and Environmental Services Director, Director of Community Development, Mountain Munchkins Director, Facilities Director, Town Clerk, Human Resources Director, Transportation Director.

Department heads have total control of their respective budgeted funds and expenditures, but expenditures shall follow the procurement guidelines contained herein.

Department heads are given the responsibility of ensuring that their personnel fully understand the procedures established by this manual. Department heads must utilize proper planning of purchases, allowing sufficient time to obtain proposals, quotations or bids.

Department heads may delegate purchasing authority but are responsible for the list of department personnel authorized to purchase commodities and services. The list shall include the names and signature (as they sign for approval) of each individual and shall be submitted to the finance department. On occasion, vendors send a receipt to the finance department for something that is not a Town purchase or the signature may be illegible. A list of employees authorized to purchase will assist the finance department in paying vendors for Town purchases.

If Department Heads have questions concerning procedures, the Town Manager and the finance department are prepared to offer assistance.

3.4 PURCHASING POLICIES AND PROCEDURES

Department heads shall be responsible for the daily operations of purchasing and shall be required to comply with the following policies and procedures:

1. Procure the best value for the quality of supplies and contractual services.

2. Discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases and sales.
3. Stay current with changes in pricing, market conditions and products, and secure the benefits of the research and experience of other governmental jurisdictions, national technical societies, trade associations or private businesses.
4. Prepare and maintain forms as reasonably necessary for compliance with the Procurement Manual.
5. Prepare and maintain a current file of potential vendors for solicitation purposes. Maintain current list of commodities and/or services they provide.
6. Take advantage of the possibilities of buying "bulk" for maximum discounts.
7. Exercise direct supervision over inventories of supplies belonging to the Town.
8. When in the best interest of the Town, participate in or administer cooperative purchasing agreements with the State or one or more political subdivisions of the State of Colorado.

3.5 PURCHASING AUTHORIZATION MATRIX

The following table is to be used as a reference indicating final approval authority for all Town purchases. The matrix indicates department required for final approval based on the amount of the purchase and method of purchase. All disbursements require finance department approval.

Employees shall not use a piece meal approach by breaking a project or purchase into multiple smaller parts for informal purchasing to avoid the need for a formal purchasing process,

The Town Manager may consider other factors in the bid process and the Mayor may elect to waive any bid process.

COMPETITIVE SOLICITATION	METHOD OF PURCHASE	EXPENDITURE AMOUNT	AGENCY APPROVAL
INFORMAL	DIRECT PURCHASE	Up to \$2,500	DEPARTMENT HEAD
INFORMAL	REQUEST FOR QUOTE (Minimum 3 quotes)	\$2,501-\$50,000	TOWN MANAGER
FORMAL	RFP or IFB	OVER \$50,000	TOWN MANAGER and MAYOR
PROF. SERVICES and MAINTNANCE CONTRACTS	DIRECT NEGOTIATION	UNDER \$50,000	TOWN MANAGER
PROF. SERVICES and MAINTENANCE CONTRACTS	RPP or IFB	OVER \$50,000	TOWN MANAGER and MAYOR

3.6 COMPUTER HARDWARE AND SOFTWARE PURCHASES

All purchases of computer hardware and software must have prior approval of the Finance Director. This procedure is followed for all hardware and software purchases regardless of price, including printers, plotters, monitors, memory and multifunction cards, disk drives, backup type units and other pertinent hardware/software products.

This policy does not apply to computer accessories or furniture including desks, stands, floppy disks, ribbons, anti-glare screens, surge protectors, etc. Normal purchasing procedures may be followed for these items.

This policy has been adopted in order to standardize and regulate the Town's computer system.

3.7 CELL PHONE EQUIPMENT PURCHASES AND PLAN CHANGES

All purchases of cell phone equipment or cell phone plan changes must be approved by both the department head and Finance Director.

This policy has been adopted in order to standardize and regulate the Town's cell phone plan and maximize purchasing power.

3.8 LEGAL REVIEW

All legal documents related to purchases for items greater than \$2,500 must be reviewed by the Town Attorney including but not limited to Requests for Proposals, Invitations for Bid and all contractual agreements. Written documentation of such review must be provided to the Town Manager prior to seeking the required purchase order approval.

SECTION 4: SOLICITATION REQUIREMENTS

4.1 SMALL PURCHASES (Up to \$2,500)

Purchases of up to \$2,500 may be made by each department's authorized personnel, with approval by the department head. Required signatures of the department head must be on the PO prior to submittal to the finance department. All purchases shall be from pre-approved vendors. In order to establish a vendor as an approved vendor the department head shall fill out an approved vendor form with the finance department prior to submitting any request for approval of payment to the finance department.

4.2 REQUEST FOR QUOTE (\$2,501-\$50,000)

Department heads shall budget and plan for purchases over \$2,500 to allow time to obtain the required 3 quotes.

A Request for Quote (RFQ) (see Section 12: Appendices, FORM B), with a minimum of 3 vendor names, must be submitted to the finance department with any PO for over \$2,500.

Acceptable quotes may be obtained by a department head by mail, email, in person, over the phone, or by facsimile. If award is not made to the lowest quote, justification for accepting a higher quote must be included and be acceptable to the Town Manager. All PO's for purchases over \$2,500 must be approved by the Town Manager. All purchases shall be from pre-approved vendors. In order to establish a vendor as an approved vendor the department head shall fill out an approved vendor form with the finance department prior to submitting any PO for such vendor to the finance department.

Any expenditure for supplies, materials, or equipment less than \$50,000 may be made without newspaper advertisement and without observing the procedure described in the award of competitive sealed bids or proposals, However, department heads are required to make every effort to ensure that the process is competitive and meets the Town's goal of achieving the best value for goods or services.

4.3 INVITATION FOR BID (over \$50,000)

Section 5 details the procedures used in the IFB process.

An Invitation for Bid (IFB) shall be solicited through the formal competitive sealed bid process where none of the factors involved in an RFP are present. Any expenditures for supplies, materials and equipment in excess of \$50,000 shall be purchased in this manner and approved by the Town Manager and the Mayor.

Telephone, facsimile or email bids (unless facsimile or email bids are specially allowed by the specific IFB) are not acceptable in the formal competitive sealed bid process. All bids must be submitted on the appropriate bid forms, attached.

IFB solicitations require that a public notice be published at least twice in a general circulation newspaper in the Telluride/Mountain Village region at least seven (7) days preceding the bid opening date. The notice shall include a general description of the articles to be purchased, specifications, time and place of bid opening and other pertinent information.

The requesting department shall seek approval of the IFB from the Town Manager and legal counsel prior to issuing the public notice.

The bid shall be awarded based on *best value* for the *best interest* of the Town. The determining factors in awarding a bid based on *best value*, not necessarily low dollar, shall be addressed in the bid documents.

Following review of bids, the requesting department shall issue a Memo of Recommendation to the Town Manager for approval of award of contract by the Town Manager and the Mayor.

4.4 REQUEST FOR PROPOSAL (RFP)

Section 6 details the procedures used in the RFP process.

A Request for Proposal (RFP) is utilized in acquiring services or specialized products when the Town Manager determines one or more of the following:

- (a) The complex nature or technical details of a particular procurement may make the IFB process impractical or not advantageous for the Town;
- (b) Specifications cannot be prepared fairly or objectively so as to permit open competition in an IFB;
- (c) Materials or services are available from a limited number of sources; or
- (d) Specifications cannot be prepared except by reference to specifications of the equipment of a single source of supply.

The Town Manager must be contacted prior to issuing an RFP. The requesting department must provide a draft copy of the statement of work, specifications and other pertinent information to the Town Manager and legal counsel for review, clarification and/or modification.

4.5 SERVICE/MAINTENANCE CONTRACTS

Service or maintenance contracts for less than \$50,000 may be negotiated by the department head but must be approved by the Town Manager. The RFP or the IFB process shall be used for service or maintenance contracts over \$50,000.

4.6 PROFESSIONAL SERVICES

Professional services are services rendered by members of a recognized profession and/or possessing a special skill. Such services are generally acquired for information, advice, training or direct assistance to the Town operations.

Professional services for less than \$50,000 may be negotiated by department heads and must be approved by the Town Manager and any related documents approved by legal counsel prior to execution. The RFP or the IFB process shall be used for professional services contracts over \$50,000.

4.7 SOLE SOURCE PROCUREMENT

There are times or situations when only one vendor exists that can successfully furnish a service or product.

The Procurement Manual allows for exemption from the competitive process when a written determination has been made by the department head and approved by the Town Manager for

items up to \$20,000 or by the Mayor for items greater than \$20,000 that only one source is available to supply a service or product as set forth in 4.8 below. (See Appendices: FORM A: Sole Source Justification). All sole source procurement processes must be reviewed by legal counsel.

4.8 SOLE SOURCE CRITERIA

- (a) The vendor is the original manufacturer and there are no regional distributors;
- (b) The part or equipment is not interchangeable with similar parts or equipment available from another manufacturer;
- (c) Compatibility or conformity with Town owned material is required in that non-conformance would require the expenditure of additional funds;
- (d) No other material or equipment is available that meets the specialized needs of the department or performs the intended function; or
- (e) Detailed justification is available which reasonably establishes that vendor as the only source practicably available to provide the item or service required.
- (f) Legal review of the sole source process in each instance.

**Personal preference, convenience or standardization is not sufficient justification
for spending public funds under non-competitive conditions.**

SECTION 5: INVITATION FOR BID PROCEDURES

5.1 INVITATION FOR BID (IFB)

The Invitation for Bid (IFB) is the method of soliciting bids for supplies, materials, equipment and construction projects through a formal competitive sealed bid process. Award is generally made to the lowest responsive and responsible bidder whose bid complies with the requirements set forth in the Contract Documents.

The IFB states the time and date which bids must be submitted and the procedures to be followed in receiving and opening all bids. Invitations also convey contractual terms, pre-bid conferences and other conditions applicable to the bidders. The IFB will indicate where contract documents may be obtained and any special considerations such as bid bonds, payment and performance bonds, etc.

There may be special provisions such as warranty, service, brands, delivery, type of contracts, delivery penalties, bidder and owner responsibilities, escalation clause, or special equipment information that are applicable to a particular bid and may become part of the contract documents. Any such special provisions should be stated in the IFB.

5.2 PUBLIC NOTICE

Procurement for services and/or commodities estimated to cost over \$50,000 shall be advertised by a public notice published a minimum of two (2) times in a general circulation newspaper in the Telluride/Mountain Village area.

A public notice shall be published at least seven (7) days preceding the bid opening date. This notice ensures all interested bidders have the opportunity to bid. All pertinent bid information should be contained in the notice.

5.3 BOND REQUIREMENTS

Bid bonds or other security acceptable to the Town, generally 5% of the total bid price, and performance and payment bonds (50% of total bid price) are required on construction projects over \$50,000 or as the Town Manager deems necessary to protect the Town's interest. Bonds shall not expire prior to one (1) year following final payment. The Town Manager may waive the requirement for a bond as set forth in this section.

Bid bonds or other security may be requested for commodity or service contracts as the Town Manager deems advisable to protect the Town's interests.

Bonding security shall be held by the Town Manager or the Finance Director until the contractor is in total compliance with bid specifications and contract documents. Final executed contract documents will be on file with the Town Manager and Finance Department.

Bid and performance/payment bonds shall not be used as a substitute for a determination of a bidder's responsibility.

5.4 SPECIFICATIONS

Specifications are an important part of the IFB and shall be available to all bidders as stated in the IFB. If for any reason it is necessary to change the specifications, an addendum will be issued setting forth the changes.

Preparation of specifications is the responsibility of the requesting department head, subject to review and approval by the Town Manager.

Specification changes must allow adequate notice and mailing time and shall be coordinated between the requesting department and the Town Manager. This addendum will be mailed to everyone who received a copy of the IFB. In certain instances, the bid opening may be postponed to allow adequate time for respondents to prepare their bid, based on specification changes. If there is not sufficient time, the IFB will be canceled and a new bid process initiated.

5.5 BID OPENING

Bids remain sealed and secure prior to bid opening. The opening of sealed bids shall be a public ceremony. Bids shall be opened by the Town Manager or a designated representative at the time and place specified in the IFB. Public bid openings shall have a representative from the requesting department present as witness to the bid opening.

Prior to bid opening, the Town Manager shall allow a final opportunity for submission of bids prior to allotted time. The Town Manager will announce the names of those who bid and inquire if any bid previously submitted may have been omitted.

The name of each bidder, amount of bid and any other information the Town Manager or designated representative deems to be relevant shall be recorded on a bid tabulation sheet. The bid tabulation sheet is a clear and concise abstract of the bid information and becomes part of the public record.

Bids must be received **PRIOR TO THE SPECIFIED DATE AND TIME** as established in the IFB. Bids received after the specified deadline must be immediately returned unopened to the non-responsive vendor.

5.6 AWARD

Award shall generally be made to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the IFB, unless circumstances exist that may cause the Town Manager to recommend differently. The Town Manager shall make written recommendation to the Mayor, who may approve or reject the recommendation

Following a bid opening and tabulation, bids become confidential documents until the Mayor approves the recommendation from the Town Manager. **Department staff shall not discuss bids with competing bidders.** Bidder questions must be referred to the Town Manager. Department staff shall not discuss the recommendation or reasons for award or non-award with any vendor.

5.7 BID IRREGULARITIES

The Town Manager has authority to waive bid irregularities if the item is an immaterial variation from exact requirement of the IFB, has trivial or no effect on price, quality, quantity, delivery or performance and waiver would not affect the relative standing of bidders or be otherwise prejudicial.

Examples of minor bid irregularities that may be waived are:

- Failure to furnish information regarding the bidder's qualifications to perform the contract;
- Failure to submit the required descriptive information or brochure on product(s) offered;
- Failure to return bid addendum if bidder acknowledges receipt of such on the face of bid;

- Failure to return bid addendum and there is no material affect on bidder's liability under the terms of the contract;
- Failure to sign a bid, when evidence is submitted with the bid that clearly shows the bid was the one intended by the bidder, and that failure to sign was strictly an oversight.

The above are examples only and when such minor irregularities are discovered by the Town Manager, the bidder is requested to remedy the problem within a reasonable time by submitting omitted data or by providing a written statement of intent.

5.8 EXEMPTIONS TO FORMAL COMPETITIVE BIDDING

The following items are exempted from the competitive bidding process if approved in writing by the Town Manager:

- Supplies, materials, or services under \$50,000
- Purchases made cooperatively with other units of government such as the State of Colorado and government cooperative groups utilizing extended awards from other governmental agencies;
- Professional services, when it is deemed in the best interest of the Town;
- Purchases from federal, state or other local government units;
- Cleanup and disposal of hazardous materials;
- Supplies, products or services, obtainable only from a single source as identified by the procedures herein, that may be indispensable to the Town;
- Although more than one source may exist, a competitive bid process cannot reasonably be used or, if used, would result in a substantially higher cost to the Town, would otherwise injure the Town's financial interests or substantially impede the Town's administrative functions or delivery of services to the public;
- Product or service that is required to maintain interchangeability or compatibility as a part of an existing integrated system;
- Product or service required to standardize or maintain standardization for the purpose of reducing financial investment or simplify administration;
- Product that is perishable;
- Product that is required to match product in use, so as to produce visual harmony;
- Product prescribed by a professional advisor;
- Repair parts, warranty work and maintenance services when purchased from *source vendor or original manufacturer* for Town-owned equipment and vehicles

5.9 WAIVER OF FORMAL COMPETITIVE BID PROCESS

The formal bid process may be waived in writing by the Town Manager and the Mayor under the following conditions:

- If the process would cause undue delay or hardship for a department or office of the Town; and,
- When deemed in the best interest of the Town.
- Legal review of any waivers of formal competitive bid process in each instance.

SECTION 6: REQUEST FOR PROPOSAL PROCEDURES

PLEASE CONTACT THE TOWN MANAGER **PRIOR** TO STARTING ANY PROJECT THAT MAY REQUIRE A REQUEST FOR PROPOSAL

6.1 NEED

A Request for Proposal (RFP) is a process to be utilized in acquiring both *services and specialized products* when objective bid specifications cannot be used.

The Town requires the specialized skills, knowledge, resources and services of private contractors or consultants to complete complex studies, to develop or revise procedures, to conduct audits, or to provide a specialized product. Examples include management consulting services, feasibility studies, software programming, social or community programs, specialized products such as computer equipment, scientific/research equipment, etc.

A contract for professional services or for specialized products between the Town and a contractor is an agreement containing the *Scope (Statement) of Work (SOW)*, goods and services to be delivered, the timetable, and the responsibilities for the services to be provided.

Prior to issuing an RFP and prior to any contract being issued, the Town Manager must determine that the RFP process is the appropriate process to be utilized in the purchase of the needed product or service and that competitive sealed bidding is either not practicable or not advantageous to the Town.

6.2 WHO CAN ISSUE AN RFP

The requesting department head shall provide a draft copy of the RFP to the Town Manager for review and approval. The Town Manager shall issue **ALL** proposals and shall provide assistance to the requesting department in making practicable use of these guidelines.

6.3 REQUEST FOR PROPOSAL (RFP)

The RFP process generally takes as much time as the sealed bid process. The steps are as follows:

- * Requesting department head submits draft RFP to Town Manager or Town Manager's designee for approval
- * Draft is approved by legal counsel
- * Draft is issued
- * Selection Committee evaluates submittals
- * Town Manager issues Letter of Intent
- * Town Manager and requesting department head negotiate contract
- * Legal counsel reviews contract
- * Contract routed for signatures

The Town Manager must insure that all communication between the Town and any persons or companies responding to the RFP is through him. The purpose for this requirement is to ensure that all respondents have the same information in order to develop and submit their proposals.

Supplements to the RFP may become necessary because of inquiries or because the Town feels additional information is necessary for further clarification. All supplements shall be issued by the Town Manager.

6.4 PUBLIC NOTICE

A notice shall be placed in a general circulation newspaper in the Telluride/Mountain Village area for advertisement of proposals. In certain instances, notices may be placed in newspapers outside of the immediate area.

A public notice shall be published at least seven (7) days preceding the bid opening date. This notice ensures all interested respondents have the opportunity to bid. All pertinent proposal information should be contained in the notice.

6.5 BOND REQUIREMENTS

Bond requirements are as set forth in Section 5.

6.6 FORMAT/OUTLINE

The RFP format should consist, at a minimum, of the following sections:

- A. ADMINISTRATIVE INFORMATION:** Formal “boiler plate” information must be included in the RFP. This information includes the schedule of activities; how, when and where proposals will be accepted, material ownership, confidential/proprietary information, etc. The procedure for answering inquiries and any pre-bid conference or site visit requirements must be described.
- B. BACKGROUND, OVERVIEW, GOALS:** This includes a general explanation of the Town’s involvement in the project, the need for the project, and the specific goals or results to be achieved by the project.
- C. SCOPE OF WORK (SOW):** The most important section of the RFP is the SOW, as it is the foundation of the development of any resulting contract. The contents of the SOW are not only specifications, but also a well thought out, complete effort to clearly communicate all elements of the project. The SOW is both results and procedures-oriented.
- D. CONTRACTOR’S RESPONSIBILITIES,** which may include, but are not limited to:
 - Work to be completed;
 - Listing of items to be furnished;
 - Schedule of activities;
 - Completion date of the project; and
 - Personnel to be utilized
- E. TOWN’S RESPONSIBILITIES,** which should include, but are not limited to:
 - Interviews or conference calls as necessary
 - Developing an evaluation format
 - Determining committee involvement
 - Setting up contract negotiations

6.7 RECEIPT OF RFP

All proposals shall be officially received and stamped upon receipt by the Town Manager. All proposals shall be registered and the register shall contain the name of the respondent and a description sufficient to identify the product or service being requested. No other information, *including proposal price*, shall be disclosed at the opening. The register of proposals shall become public record after a Letter of Intent (preliminary award) has been formally issued by the Town Manager.

Confidential/proprietary information must not be disclosed at ANY time. The Town has established procedures regarding the submittal of confidential/proprietary information and it is included in the procedures for the RFP.

The respondent must specifically state the elements of the proposal that are considered confidential/proprietary. It must be separated/packaged from the rest of the proposal.

6.8 EVALUATION COMMITTEE

An Evaluation Committee may be utilized and shall be comprised of a minimum of three qualified individuals. The names of the evaluation committee members are NOT to be revealed until all respondents have been officially notified as to the results of the evaluation. The Town Manager may not be a member of the Evaluation Committee.

The committee shall be comprised of knowledgeable personnel, excluding the Town Manager representing the Town's best interest. The committee may consist of personnel from the Town, other agencies, other governmental entities, and from private business. The evaluation committee members shall be unbiased, instructed to follow the established evaluation format and be able to objectively evaluate all proposals. The Town Manager or an authorized representative shall be a designated evaluation committee member for each RFP.

Once the evaluation committee has been established, their review of the individual proposals must be conducted INDEPENDENTLY. The evaluation committee may elect to hold discussions or ask for answers to specific questions from a respondent in order to clarify the respondent's proposal. Any discussion will be held strictly between the committee and the respondent. Any clarifications to the proposal must be confirmed in writing by the respondent.

The committee may also elect to have the most qualified respondents give oral presentations. The purpose of the oral presentation is to give the respondents the opportunity to further promote or sell their proposal and to develop a better understanding of both the Town's requirements and the proposals. These discussions are to be held strictly between the committee and the respondents.

Terms and price of a RFP may be negotiated following preliminary award. If the respondent cannot meet our terms during the negotiations, the evaluation committee may elect to begin negotiations with the next most qualified respondent.

Respondents not considered for further evaluation are notified in writing and all documents pertaining to the RFP shall be made available for public inspection after the Letter of Intent has been issued by the Town.

6.9 EVALUATION PROCESS

A general description of the evaluation process and general evaluation factors should be included in the RFP:

- A. An Evaluation Committee will review the merits of proposals received in accordance with the evaluation factors stated in the RFP. The recommendation of committee will be forwarded to the Town Manager for review and approval.

- B. Failure of the respondent to provide any information requested in the RFP may result in disqualification of the proposal. This responsibility is that of the respondent.
- C. The sole objective of the evaluation committee will be to recommend the proposal which is most responsive to the Town's needs, within available monetary resources. The specifications within the RFP represent the minimum performance necessary for response.
- D. **Local Preference may be given under the following circumstances:**
 - a. If a local bidder submits a bid for goods or services, not of inferior quality to those offered by non-local bidders, primary preferences shall be given to a local bidder in accordance with the policies set forth herein.
 - b. It is the intent of the Town to provide local bidders, as defined herein, with an advantage in the procurement of goods and services, so that the funds received from such contract will be spent by the employees of the local bidders within the Town and surrounding area.
 - c. A bidder is considered local if it:
 - a. Has maintained a business office, either leased or owned within San Miguel County for a minimum of six (6) months prior to solicitation; and
 - b. Will use San Miguel Montrose County, Ouray County, or Dolores County residents for at least fifty percent (50%) of the total delivery of goods or services (a County resident is defined as maintaining a primary residence within the Counties boundaries); and
 - c. Uses a fleet for the job comprised of no less than fifty percent (50%) of San Miguel, Montrose County, Dolores County or Ouray County licensed vehicles.
 - d. In the event that the Town determines that a submitted bid is from a responsible and responsive bidder and that the business submitting the bid meets the Town definition of a local bidder, such business shall be awarded the contract if its bid is within five percent (10%) of, but, in any event no more than ten thousand dollars (\$10,000.00) higher than the lowest responsible bidder which does not meet the Town's definition of a local bidder.

6.10 LETTER OF INTENT

The Town Manager will issue a Letter of Intent to the successful respondent. The Town will also notify all unsuccessful respondents, in writing, as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and completed evaluation summary and recommendation report will be made available to all interested parties after the Letter of Intent has been issued by the Town.

*The Town Manager is the official custodians of **ALL** RFP documents and is, therefore, the **SOLE** point of contact for inspection and/or copying of any such documents.*

Following the Letter of Intent to the successful respondent, the RFP documents will become part of the public record and open to public inspection.

In the event that no award is made or the RFP is canceled, all proposals received must *remain confidential and not open for public inspection*. The purpose is to not allow any future potential

respondents an opportunity to review other respondents' proposals and gain an advantage when submitting future proposals.

6.11 TOWN RESPONSIBILITY FOR COMPLETION

The employment of an outside contractor or consultant does not in any way lessen the responsibility of the Town for achieving the goals of the project, for the way it is carried out, or for its ultimate results. A project is always a joint undertaking. Getting good results, therefore, demands a clear definition of the role played by Town personnel in working with the contractor toward achieving the objectives of the project.

The Town Manager has copies of the Evaluation Criteria Worksheets, Activity Checklist (for requesting department), Committee Rules and Affidavit.

Refer to Section 5 of the Procurement Manual for " <i>Bid Irregularities, Exemptions to Competitive Bidding and Waiver of Formal Competitive Bid Process</i> " information.

SECTION 7: CONTRACTS

7.1 GENERAL

A contract shall mean any agreement enforceable by law between the Town and one or more outside parties, regardless of form or title, for the procurement of materials, services or construction. A contract must include offer and acceptance by competent parties and the furnishing of some good or service for an agreed monetary consideration to be effective.

7.2 TYPES OF CONTRACTS

The Town uses several types of contracts as defined by the following:

- A. Term Contract: This type establishes a source of supply for materials or service for a specified period of time.
- B. Blanket Agreement: This type establishes the commitment of a vendor to furnish the Town's requirements for materials or service on an as-needed basis; i.e. blanket purchase order.
- C. Requirements Contract: This type is for an indefinite quantity, but the Town is obligated to order and the vendor is obligated to supply all of the Town's requirements for a specified price during a specified period.
- D. State Contract: The Town may purchase from State Contracts and Price Agreements under a permissive State law CRS 24-110-101 et. seq. These Contracts are entered into by the State of Colorado. If these agreements have a clause acknowledged by the contractor, they may be used by other political jurisdictions, such as the Town. When it is in the best interest of the Town and when available, the Town may forego the bid process and purchase directly from the State awarded vendors list.
- E. Cooperative Purchase Contract: These contracts are created by a voluntary group of governmental units. If required by the bid documents or if the contractors agree, they may be used by other political jurisdictions, such as the Town. When in the best interest of the Town, the Town Manager has authority to "piggyback" such agreements for the acquisition of supplies and services without going through the formal bid/proposal process. Final authorization shall adhere to Section 2.
- F. Multi-Year Contract: A contract for supplies or services may be entered into for a period of time deemed to be in the best interest of the Town if the term of the contract and conditions of renewal or extension are included in the solicitation and if funds are available for the first year at the time of contracting. Payment and performance obligations for succeeding fiscal years shall be subject to availability and appropriation of funds. When funds are not appropriated or otherwise made available to support the continuation of performance in a subsequent fiscal year, the contract shall be canceled and the Contractor may be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

Annual service and product contracts may be renewed or extended by the Department Head up to four (4) times based on satisfactory performance and price stability and with Town Manager approval.

7.3 CONTRACT APPROVAL

The Town Manager and, occasionally, department heads are authorized to sign contracts which bind the Town for the procurement of goods, services, insurance or construction. The following provisions shall apply for contract approval:

- All written contracts are subject to approval by the attorney for the Town;
- For contracts regarding an expenditure that is not specifically appropriated in the budget, the Mayor's signature shall be required;
- Any transaction involving the conveyance of real estate shall require the signature of the Mayor, through formal Town Council approval; and
- Contracts entered into using grant funds may require the signature of the Mayor or the Town Manager.

7.4 ADMINISTRATION

The Town Manager or his / her designee and the requesting department head shall administer the contract. They shall be responsible for the following activities:

- Inspecting and accepting contractor performance;
- Communicating Town requirements to contractors;
- Evaluating contractor performance;
- Notifying the Mayor of any disputes, failure to perform or other problems with contractors;
- Documenting all activities of the contract;
- Issuing PO's, processing payments and contract close-out documents;
- Maintaining the file of the contract;
- Reviewing and approving all requests for changes in delivery, change orders or changed conditions, price or specification *before* any action is taken by the department head or contractor;
- Issuing notices, letters and contract default/termination notices to contractors; and
- Maintaining records of vendor performance.

7.5 CONTRACTS INVOLVING GRANT FUNDING

When any State or Federal grant funds are used for an approved Mountain Village Project, the procurement guidelines issued by that funding agency will govern the procurement process. If there are no procurement guidelines issued by that funding agency, then all procurement guidelines will fall back on the approved procedures as stated in the Mountain Village Procurement Manual.

Because project activities performed by a third party contractor must comply with Federal requirements, the recipient agrees to include appropriate clauses in each third party contract stating the third party contractor's responsibilities under Federal law, regulation, or derivative, including any necessary provisions requiring the third party contractor to extend applicable requirements to its subcontractors to the lowest tier necessary.

SECTION 8: PURCHASING AND PAYMENT APPROVALS

8.1 PLANNING & FORECASTING

Anticipating a department's needs well in advance of actual purchasing enables each department head to research and procure those items based on best value for best quality. There should be little or no need for "impulse and/or emergency" purchases, which are always more expensive.

Adherence to the policies set forth herein are required for all purchases by the Town and Town employees. All purchases requiring the Town Manager and or Mayor's approval must be approved prior to making such a purchase.

Required delivery dates on goods and services vary drastically and purchasing schedules should be prepared accordingly. Unnecessary work delays may be created if order requests are not presented in a timely manner.

This procurement manual is designed to control, expedite and confirm purchases for the Town. The Town is not responsible for payment of purchases made by employees without the required approval as set forth herein.

8.2 VENDOR APPROVAL

Prior to ordering any good or service from a vendor, such vendor must be an approved vendor of the Town. In order to be an approved vendor, the vendor's name, address, phone number, email address and primary contact person must be submitted by a department director to the Finance Department for approval. The Finance Department shall verify that the vendor is a legitimate business entity or sole proprietor and identify any potential conflicts of interest that may exist with such vendor before approving such submitted vendor.

Vendors may be removed from the approved vendor list of the Town for cause. Cause shall include, but not be limited to failure to perform a previous contract, or purchase according to the terms of such contract or purchase of the Town. Town staff shall inform vendors that are removed from the approved vendor list of such decision.

8.3 PAYMENT APPROVAL PROCESS

In order for the finance department to process payment of all Town purchases, such purchases shall be made in accordance to the terms set forth herein and shall fill out the Payment Approval Form (Appendix Form G). The information to be included in the Payment Approval Form shall include:

- a. The appropriate signatures relative to the level of purchase as demonstrated by the payment approval matrix set forth herein.
- b. Obtaining legal review if required herein.
- c. A description of the project and or contract for which payment is requested
- d. Description of full or partial payment and if partial what the percentage of the total

- e. The type of backup documentation required by the Procurement Manual shall be attached to the Payment Approval Form (ie. Contract resulting from IFB or RFP, sole source justification, waiver form, request for quote form, change order form)
- f. For all purchases involving construction work, such work shall be permitted and inspected, by the Town's Building Department, for completion of the work for which payment is requested and the Building Department shall sign the applicable portion of the Payment Approval Form certifying that such work has been completed and inspected, prior to the Finance Department approving payment.

The Finance Department shall be responsible for verifying that the terms of the procurement manual have been followed and that the Department submitting the Payment Approval Form has completed the required portion of the form by completing the Finance Department portion of the Payment Approval Form with the following information:

- a. Certifying that the required contract, quote, or applicable waiver form (sole source) is attached to the Payment Approval Form
- b. Verifying that the payment request/invoice conforms to the contractual terms and bid/quote documentation
- c. Certifying that the payment request conforms to budget authority
- d. Certifying that the payment request is accurate for rates and calculations
- e. Providing comments for allowing for payment or disallowing payment if any
- f. Certifying that the appropriate signature of either the Department Head or Town Manger is on the Payment Approval form.

8.4 RECEIVING PROCEDURE

The requisitioning department will receive all materials and inventory and inspect the material for correct quantity and acceptable condition. Appropriate documentation includes the packing slip which should be marked and signed by an authorized employee to indicate verification of goods.

SECTION 9: SURPLUS PROPERTY

9.1 SURPLUS STOCK

Department heads shall have authority to transfer or “re-cycle” surplus materials, supplies and equipment between departments as needed. Town owned personal property may be disposed of when no longer useful by destruction, disposal, trade, sale, auction or by soliciting bids, as appropriately determined by the Town Manager.

9.2 METHODS OF DISPOSAL

Equipment that is no longer useful to the Town and is being disposed of (excess, obsolete or surplus), with an original purchase cost of \$500 or more, shall be reported to the Finance Department in order to update the department’s Fixed Asset Account.

The following methods of disposition may be used for departmental surplus items.

- (a) **Transfer:** The best method of disposition is transferring to another department. Both the transferring and receiving departments’ inventory records must be updated to document the disposition of such item.
- (b) **Sale:** There are various methods of selling excess property and surplus items as outlined below:
 - i. **Auction:** The Town may auction to sell items to the highest bidder at advertised public auctions.
 - ii. **Sealed Bids:** The Finance Department may offer surplus items for purchase by sealed bid. The items shall be advertised locally, by posting at the Town offices, by internet or by publishing in a local newspaper.
 - iii. **Scrap:** Some items are of no use but may have a residual value. Department heads may arrange for the sale of scrap items with the money returned to the Town’s general fund.
 - iv. **Posted Prices:** When there is no regular market and demand is erratic, an item may be marked with a pre-established price and sold to the public on a first-come basis.
- (c) **Trade-in:** The Town Manager may determine that it is advantageous to the Town to seek bids on replacement items with the bidders offering trade allowance and no trade allowance pricing. Award may be made in the manner that is most advantageous to the Town.
- (d) **Cannibalization:** Disassembling an item to use its components for repair or maintenance of a similar item is authorized only if cannibalization has more value and benefit than disposal or trade-in of the item. The Town Manager must grant approval prior to cannibalizing an item.
- (e) **Donation:** *Only the Mayor* may dispose of an item by donation to a qualifying entity if the item has a value in excess of \$5,000. Items donated with a value of less than \$5,000 may be approved by the Town Manager.

- (f) **Hazardous Materials:** There are strict federal and state laws regarding the disposal of hazardous materials. Departments generating hazardous materials shall follow posted guidelines for the proper disposal of these materials.

8.3 SALES TO EMPLOYEES

To avoid any appearance of impropriety in the disposition program, employees of the Town may only purchase Town owned property when the sale is to the highest bidder at a public auction or by sealed bid.

8.4 GRANT FUNDED EQUIPMENT

Equipment purchased with State or Federal grant funds shall be disposed of by following the provisions of the grant, if any. It is the responsibility of the disposing department to notify the Finance Department if grant provisions for disposal need to be followed. If there are no special provisions for disposal, the requirements of this Section shall apply.

SECTION 10: GLOSSARY OF PROCUREMENT TERMS

*The Glossary of public procurement terms is offered as a communication tool to avoid misinterpretation of text. Precision and consistency in public procurement documents are necessary to avoid protests, disputes and litigation. **The glossary seeks primarily to present meanings for purchasing purposes, not legally or literally accurate definitions.***

Addendum - An addition or supplement to a document such as items or information added to a procurement document.

Advertise - To make a public announcement or legal notice of forthcoming solicitation with the aim of increasing the response and enlarging the competition; often required by law.

Agreement - The bargain of the parties in fact as found in their language or by implication from the other circumstances, including course of dealing, usage of trade or course of performance.

All Or None Bid - A bid submitted for a number of different items, services, etc., in which the bidder states it will not accept a partial award, but will accept only an award for all the items, services, etc., included in the Invitation for Bids. Such bids are acceptable only if provided for in the invitation or if the bidder quoted an individual price for each of the items, services, etc., as listed and is the low bidder on each item.

Alternate Bid - A bid submitted in knowing variance from the specifications, terms, conditions or provisions of the solicitation. Such a bid is acceptable only when the variance is deemed immaterial.

Amendment - A revision or change to a document, often used to correct a solicitation. Compare with *modification*, a term generally used with respect to changes to an existing contract.

As Is - A term indicating that goods offered for sale are without warranty or guarantee and that the purchaser takes the goods at his or her own risk without recourse against the seller for the condition or performance of the goods.

Authority - The right to perform certain acts or prescribe rules governing the conduct of others.

Award - The acceptance of a bid or proposal; the presentation of a purchase agreement or contract to a bidder.

Best Interests of the Town - The rationale granting a procurement official discretion in taking action most advantageous to the jurisdiction when it is impossible to delineate adequately a specific response by law or regulation. Case law affirms this discretion.

Best Value - An assessment of the return, which can be achieved, based on the total life cycle cost of the item; can include an assessment of the functionality of the item; can use cost/benefit analysis to define the best combinations of quality, services, time, and cost considerations over the useful life of the acquired item.

Bid - The executed document submitted by a bidder in response to an Invitation for Bid, a Request for Quotation or a multi-step bidding procedure.

Bid Bond - An insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a specific bidder, if the bid is accepted, fails to accept the contract as bid.

Bid Opening - The formal process through which bids are opened, usually in the presence of one or more witnesses, and the contents revealed for the first time to the jurisdiction, other bidders and the public.

Bid Tabulation - A recording of bidders and abstracts of their bids listing items offered, prices, deliveries, etc., in response to a specific solicitation. Made for purposes of comparison and record keeping and is part of the bid's public record.

Bidder - Any person submitting a competitive bid in response to a solicitation.

Bidders List - A list maintained by the procurement office setting out the names and addresses of suppliers of various goods and services from who bids, proposals and quotations could be solicited. This is also known as "Vendors List".

Blanket Order (purchase) - A contract under which a contractor, vendor or supplier agrees to provide goods or services to a purchaser on a demand basis. The contract generally establishes prices, terms, conditions and the period covered, although no quantities are specified.

Brand Name - A name that serves to identify a product of a particular manufacturer or a trade name.

Change Order - A written order signed by authorized Town personnel, directing the contractor or vendor/supplier to make changes to the contract; a modification or addition to the purchase order.

Collusion - A secret agreement or cooperation between two or more persons to accomplish a fraudulent, deceitful or unlawful purpose.

Competitive Negotiation - A method of contracting for goods and services, whereby proposals are solicited from qualified suppliers, following submission of which changes in proposals and prices are allowed and the offer deemed by the awarding authority to be most advantageous, in terms of criteria as designated in the Request for Proposal, is accepted.

Competitive Sealed Bidding - The submission of prices by individuals or firms competing for a contract, privilege, or right to supply merchandise or services, based solely on the response to the criteria set forth in the Invitation For Bid and does not include discussions or negotiations with the bidders. Competitive sealed bidding is the preferred method of source selection in public procurement.

Competitive Sealed Proposal - A method of contracting for goods and services whereby proposals are solicited from qualified suppliers. Following submission of such, discussions or negotiations may be conducted and changes in proposals and prices are allowed and the offer deemed by the awarding authority to be most advantageous, in terms of criteria designated in the Request for Proposal, is accepted.

Conflict of Interest - A situation where the personal interests of a contractor, public official or classified employee are in actual or potential conflict in which a person may gain from (or holds interest in) a company doing business with his employer and is at odds with the best interests of the jurisdiction.

Contract - A deliberate oral or written agreement, enforceable by law, between two or more competent persons to perform or not to perform a specific act or acts.

Contract Modification - Any written alteration to specifications, delivery point, rate of delivery, period of performance, price, quality or other provisions of any contract accomplished by mutual action of the parties to the contract.

Debarment - The exclusion of a person or company from participating in a procurement activity for an extended period of time, as specified by law, because of previous illegal or irresponsible action.

Default - Failure by a party to a contract to comply with contractual requirements; contractor failure to perform.

Disposition - Transferring, trading-in, selling or destroying goods that are excess property, surplus property or scrap.

Emergency Purchase - A purchase made to alleviate a situation in which there is a threat to health, welfare or safety under certain conditions defined as an emergency by the jurisdiction that does not allow time for normal, competitive purchasing procedures.

Escalation Clause - A contract provision which permits the adjustment of contract prices by a given amount or percentage if certain specified contingencies occur, such as changes in the contractor's raw material or labor costs.

Ethics - The principles of conduct governing the behavior of an individual or a profession

Evaluation of Bid - The process of examining a bid after opening to determine the bidder's responsibility, responsiveness to requirements and to ascertain other characteristics of the bid that relate to determination of the successful bidder.

Formal Bid or Offer - A bid that must be submitted in a sealed envelope and in conformance with a prescribed format, to be opened at a specified time.

Identical Bid - A bid that is the same in all salient respects with another bid.

Ineligible Bidder - A supplier or prospective supplier who, by reason of financial instability, unsatisfactory reputation, poor history of performance, or other deficiency, does not meet the qualifications for placement on the vendors' list or for award.

Informal Bid - An unsealed competitive offer conveyed by letter, telephone, telegram, or other means and under conditions different from those required for formal bidding (see Request for Quote).

Invitation For Bid - A formal request to prospective vendors soliciting bids. Invitation for Bid contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions. This is the customary method used by state and local governments for the purchase of equipment, materials, supplies and construction.

Legal Notice - Notice of a proposed purchase as required by law. Depending upon the legal requirement, notice may be satisfied by posting an announcement of the purchase in a public place, notification of the appropriate bidders from the bidders' list, formal advertisement in a newspaper or a combination of these methods.

Local Preference - An advantage in consideration for award of a contract granted to a bidder by reason of the bidder's residence, business location, origin of product offered, or other reason.

Lowest Responsive and Responsible Bidder - Originally, the bidder submitting the lowest initial price and capable of performing the proposed contract. For clarity and accuracy, the

recommended provision for determining award is the "responsive and responsible bidder whose bid is most economical for the purpose intended, according to criteria set forth in the solicitation".

Modification - Any formal revision of the terms of a contract.

Multiple Award - The award of contracts to two or more bidders for the same or essentially similar items. Appropriate only in situations where the award of a single contract would be impossible or impractical and awards are limited to the least number of suppliers necessary for a workable contract.

Multi-Step Competitive Bidding - A competitive process calling for separate submissions of a technical proposal (which may be negotiated) as the first step or steps of the process followed by a call for non-negotiable competitive-price bid as the final step.

Non-Responsive Bid - A bid that does not conform to the essential requirements of the Invitation for Bid;

Open-Market Purchase - A purchase, usually of a limited monetary amount, from any available source (direct purchase).

Option to Renew - A contract clause that allows a party to elect to reinstate the contract for an additional term; in public procurement, where competitive bidding is required; exercise of the option must rest solely with the purchaser. Specific provision for the renewal option must be incorporated into the solicitation and the contract.

Payment Bond - A bond which assures payments, as required by law, to all persons supplying labor or material for the completion of work under the contract.

Penalty Clause - A clause in a contract specifying the sum of money to be paid if the contractor defaults on the terms of the contract, particularly in respect to time.

Performance Bond - A contract of guaranty executed subsequent to award by a successful bidder to protect the Town from loss due to contractor inability to complete the contract as agreed.

Professional Services - Services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training or direct assistance (architectural, engineering)

Qualified Bidder - A bidder determined by the government to meet standards of business competence, reputation, financial ability, and product quality for placement on a list of prospective bidders.

Request For Information - The document used in *informal*, non-competitive solicitation of information, data, comments, or reactions from possible suppliers preceding the issuance of a Request for Proposals or a multi-step bidding procedure.

Request For Proposal (RFP) - All documents, whether attached or incorporated by reference, used for soliciting *formal* competitive proposals. The RFP procedure permits negotiation of proposals and prices as distinguished from competitive bidding and an Invitation for Bid.

Request For Quote (RFQ) - An *informal* solicitation or request for information, where oral or written quotes are obtained from vendors, without formal advertising or receipt of sealed bids. Used only where statutes do not require formal sealed bids such as small or emergency purchases, but price competition is desired.

Responsible Bidder or Offeror - A person who has the capability in all respects to perform in full the contract requirements and the integrity and reliability that will assure good-faith performance.

Responsive Bidder - A person who has submitted a bid that conforms in all material respects to the Invitation for Bid.

Sealed Bid - A bid that has been submitted in a sealed envelope to prevent its contents being revealed or known before the deadline for the submission of all bids; usually required by law or rule on major procurements, to ensure fair competition.

Service Contract - A contract that calls for a contractor's time and effort rather than for a concrete end product. The term as defined here does not include employment agreements or collective bargaining agreements.

Services - The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports that are merely incidental to the required performance. This term does not include employment/collective bargaining agreements.

Sole-Source Procurement - An award for a commodity or service to the only known capable supplier, occasioned by the unique nature of the requirement, the supplier, or market conditions. The sole supplier possesses the unique and singularly available capability to meet the technical qualifications, the ability to deliver at a particular time or services from a public utility.

Solicitation - The process of notifying prospective bidders or offerors that the Town wishes to receive bids for furnishing goods or services. The process may consist of public advertising, mailing Invitations for Bids or Requests for Proposals, posting notices, telephone or telegraph messages to prospective bidders or all of these.

Statement (Scope) Of Work - The product of organizational analysis, activity analysis, data gathering, performance analysis and cost analysis identifying the specifics that address the need of the using agency and how that need may be met.

Term Contracting - A technique by which a source of supply is established for a specific period of time. Term contracts characteristically are established through competitive sealed bidding and usually are based on indefinite quantities to be ordered "as needed", although such contracts can specify definite quantities with deliveries extended over the contract period.

Waiver of Bid - A process authorized by law or rule whereby a government procurement office may procure items without competitive bidding procedures because of unique circumstances related to a particular need or procurement.

In writing – Any requirement that an approval , bid or other form be in writing shall include email as an approved "in writing" approval.

SECTION 11: APPENDICES

Forms A through F are included for your reference. The Town Manager and the Finance Department are available to answer any questions and to assist in the preparation and usage of these forms.

FORM A: Sole Source Justification

FORM B: Request For Quote (two-sided form)

FORM C: Request for Proposal

FORM D: Offeror Requirements

FORM E: Request for Change Order

FORM F: Request for Proposal - Schedule of Activities

FORM G: Payment Approval Form

*This is a guide for fair and equitable public
purchasing procedures.
Let it be your tool for administering an effective,
efficient and economical
procurement process for the Town*

FORM A

TOWN OF MOUNTAIN VILLAGE

SOLE SOURCE WAIVER REQUEST

REQUESTING DEPARTMENT:

DATE:

REQUESTED BY:

BID NO.

VENDOR NAME:

COST:

JUSTIFICATION

(INITIAL ALL ENTRIES THAT APPLY TO REQUEST)

PRODUCT OR SERVICE DESCRIPTION:

1. Vendor is the original equipment manufacturer and there are no regional distributors.
2. The product, equipment or service requested is clearly superior functionally to all other similar Products, equipment or service from another manufacturer or vendor.
3. The over-riding consideration for purchase is compatibility or conformity with Town - owned equipment in which non-conformance would require the expenditure of additional funds.
4. No other equipment is available that shall meet the specialized needs of the department or perform the intended function.
5. Detailed justification is available which establishes beyond doubt that the vendor is the only source available to provide the item or service required.
6. Detailed justification is available which proves it is economically advantageous to use the product, equipment or service.

I recommend that competitive procurement procedures be waived and the product or service described herein be purchased as a sole source.

DEPARTMENT AUTHORIZATION: _____
Authorized Signature Title Date

PURCHASING APPROVAL: _____
Authorized Signature Title Date

FINAL AUTHORIZATION: Mayor Approval Required (\$20,000+) YES / NO

Town Manager Approval Required (up to \$20,000) YES / NO

Legal Review Required on all Waivers YES / NO

Attach detailed justification documentation and forward to Purchasing Agent

FORM B

TOWN OF MOUNTAIN VILLAGE

455 Mountain Village Blvd., Suite A

Mountain Village, CO 81435

(970) 728-8000

FAX (970) 728-4342

REQUEST FOR QUOTE

BID NO. _____ CLOSING DATE: _____
TIME: _____

Town of Mountain Village is requesting quotes on the items listed below. Please **sign** the Offer and Acceptance. The Town of Mountain Village is tax exempt so **do** not include taxes in your quote.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Amount</u>
The under				

COMPANY _____ ADDRESS _____

TELEPHONE NO. _____ FAX NO. _____

SIGNATURE: _____ PRINT NAME _____

PURCHASING USE ONLY

AWARD TO _____ ACCEPTANCE DATE _____ ITEMS _____

PURCHASE ORDER NO _____ DELIVERY ARO _____ APPROVED BY _____

**REQUEST FOR QUOTE
CERTIFICATION**

METHOD OF SOLICITATION: (Check one) Phone FAX Informal Bid (Attach information)

DEPARTMENT: _____ REQUESTOR: _____

QTY DESCRIPTION #1	PRICE #2	PRICE #3	PRICE

TOTALS \$ \$ \$

REQUEST FOR PROPOSAL OUTLINE

FORM C

REQUESTING DEPARTMENT: _____ DATE: _____

PROJECT NAME: _____

Is a Statement of Qualification required with Request for Proposal? Yes _____ No _____

(Statement of purpose, mission, or describe why project or service is necessary)

STATEMENT OF WORK OR SCOPE OF WORK

Requires clear statement of the work tasks to be completed by Offeror, a list of deliverables to be furnished and a schedule of activities to be met. Be as definitive as possible to enable contractor/professional to prepare Technical Offer. Define responsibilities, time schedule, and evaluation team. Outline project, list tasks/services to be performed. Provide project plan, meet with OR, prepare project schedule (specify timelines), provide project analysis, specify services to be provided. General specifications may be provided in SOW.

SECTION I: TECHNICAL OFFER

The Offeror will specify each task of the Statement of Work above and explain an approach to the task with specific steps for accomplishment.

SECTION II: QUALIFICATIONS AND EXPERIENCE

(Check those items you require in the RFP and add other information)

Previous experience

1. List of past projects, similar in nature
2. Provide pictures and/or samples, if possible
3. Resumes of key personnel and qualifications of significant (consultants and/or specialists)
4. Proof of required insurance
5. References of completed projects, completion date, company, contact person, phone number
6. Additional: _____

SECTION 111: COST PROPOSAL

(Check those items you require in RFP and add other information)

1. Proposed fee schedule for completed project
2. Payment based on _____
3. Hourly rates for project personnel and rates for any expenses
4. Guaranteed maximum fee
5. Additional: _____

FORM D

OFFEROR REQUIREMENTS

(INFORMATION REQUIRED FROM OFFERORS AS STATED IN REQUEST FOR PROPOSAL)

1. **SCOPE OF WORK** Proposals must detail the Offeror's understanding of and approach to the project describer in the Scope of Work. Offeror shall address how each task of the Scope of Work and/or Technical Offer will be accomplished. Identify any work performed by subcontractors.

PROJECT TASKS:

2. **EXPERIENCE AND QUALIFICATIONS** List all relevant work experience and qualifications related to the proposed studies. Identify previous or on-going studies that your firm is involved with that are related to this study. Identify all individuals to be assigned to this project. Provide resumes on each individual listing qualifications and relevant expertise and work experience related to the study. Also, this information will be provided for all subcontractors.

OTHER:

3. **COST STAFFING PROPOSAL** Provide a cost estimate for all elements of the study, including a firm price for each task in the Scope of Work and staffing. These estimates shall support all costs as specified in the proposal. The Offeror shall provide this information in the specified format in submitting their proposal. No "best and final offer" will be requested or considered prior to proposal evaluation.

OTHER INFORMATION:

4. **SCHEDULE OF SERVICES**

All proposals shall include a schedule as to the time frame for conducting the project. List the tasks and their scheduled completion as appropriate to the Scope of Work.

DEPARTMENT'S TENTATIVE SCHEDULE REQUIREMENTS:

ADDITIONS:

DEPARTMENT: _____ DATE: _____ NAME: _____

FORM E

REQUEST FOR CHANGE ORDER

REQUESTING DEPARTMENT: _____ REQUEST DATE: _____

PROJECT NAME/LOCATION: _____

BID NO. _____

CHANGE ORDER # _____ OF _____

ADDITION TO CONTRACT: YES ___ NO ___

MODIFICATION TO BID: YES ___ NO ___

REASON FOR CHANGE ORDER *(Attach cost and pricing information, contractor tender "in-field" requests/statements and other information supporting request. Return to Purchasing Department)*

ACCEPTANCE

I certify that unencumbered funds are available in Account No _____ and that the change order is proper and in the best interest of the Town.

Name

Title

MAYOR APPROVAL (OVER \$20,000) YES / NO


TOWN MANAGER APPROVAL (UP TO \$20000) YES / NO

FORM F

REQUEST FOR PROPOSAL SCHEDULE OF ACTIVITIES

The following checklist for the RFP process should be utilized by all Town representatives. Copies of the Schedule of Activities will be given to the Town representative each time the RFP process is used.

1. Department Head contacts the Town Manager or their designee to obtain information regarding the RFP process.
2. Town Manager and Department Head discuss process and determine if RFP process is appropriate. Final determination is made by the Town Manager / Mayor
3. Department Head prepares and submits a draft copy of the RFP to the Town Manager
4. Town Manager reviews draft of RFP.
5. Town Manager and Department Head discuss and modify the draft RFP.
6. Legal counsel reviews, modifies and approves RFP.
7. Town Manager and Department Head discuss advantages/disadvantages of a *pre-proposal conference* where potential offerors can obtain answers to their inquiries.
8. Department Head sets bid opening date and time.
9. Department Head compiles bid list. Town Manager approves.
10. Department Head and Town Manager discuss advertisement of RFP
11. Department Head and Town Manager set up Evaluation Committee according to the requirements of Section 6.
12. Town Manager's Office assigns official RFP bid number and logs RFP in Bid Book.
13. Department Head submits RFP to Bidders on bid list
14. Town Manager's Office advertises RFP, if applicable.
15. Town Manager's Office receives and time stamps RFP packets when they are submitted.
16. Town Manager's Office and Department Head open/record proposals at established date, time and location.
17. Town Manager reviews proposals in order to determine if they were submitted properly.
18. Town Manager distributes evaluation documents to the Evaluation Committee, along with instructions regarding the evaluation process as described in Exhibit 6.
19. Evaluation Committee meets and each member individually evaluates the RFP's and then discusses proposals and adjusts recommendations as necessary. *NO DISCUSSION OCCURS EACH MEMBER HAS REVIEWED EACH RFP SUBMITTAL INDIVIDUALLY.*
20. Town Manager reviews and approves/disapproves recommendation of Evaluation Committee and makes recommendation to Mayor for approval.
21. Once approved by Mayor, Town Manager's Office notifies all offerors, in writing, of the results and recommendation.
22. Town Manager issues a "Notice of Intent to Make an Award" letter to the apparent successful offeror.
23. Unsuccessful offerors are allowed seven (7) working days to protest/appeal the award.
24. Following above time period, Evaluation Committee and successful offeror negotiate and develop a written final contract in accordance with the terms of the RFP, which is approved by Town Manager and legal counsel.
25. Town receives insurance and bonding requirements.
26. Approved contract is routed and signed by appropriate Town agencies.
27. Department Head monitors and evaluates contractor's performance.
28. Department Head and Town Manager approve and submit progress payments on project.
29. Town Manager's Office submits advertisement for Final Payment Notice upon approval of project inspection.
30. Contractor receives final payment and project is complete.

 Business and Government Activity Report For the month ending: December 31st							
Activity	2015		2014		Variance		
	MONTH	YTD	MONTH	YTD	Variance	Variance %	
Cable/Internet							
# Residential & Bulk Basic Cable	924		914		10	1.1%	
# Premium Channel Residential & Bulk Subscribers	482		489		(7)	-1.4%	
# Digital Subscribers	280		312		(32)	-10.3%	
# Internet Subscribers	1,693		1,586		107	6.7%	
Average # Phone Subscribers	92		97		(5)	-5.2%	
Village Court Apartments							
Occupancy Rate %	99.55%	99.36%	99.55%	99.53%	-0.17%	-0.2%	
# Vacated Units	3	31	2	127	(96)	-75.6%	
# Work Orders Completed	37	440	34	437	3	0.7%	
# on Waiting List	76		132		(56)	-42.4%	
Public Works							
Service Calls	511	4,945	484	4,922	23	0.5%	
Snow Fall Inches	83	249	53	305	(56)	-18.4%	
Snow Removal - Streets & Prkg Lots Hours	1,054	3,424	822	3,583	(159)	-4.4%	
Roadway Maintenance Hours	6	2,775	10	3,091	(316)	-10.2%	
Water Billed Consumption Gal.	52,377,000	217,764,000	38,895,000	185,777,000	31,987,000	17.2%	
Sewage Treatment Gal.	7,772,000	84,660,000	7,429,000	85,202,000	(542,000)	-0.6%	
Child Development Fund							
# Infants & Toddlers Actual Occupancy	18.50	229.36	18.38	220.27	9.09	4.1%	
# Preschoolers Actual Occupancy	14.62	177.11	15.46	166.81	10.30	6.2%	
Transportation and Parking							
GPG (noon snapshot)	7,257	31,441	2,661	23,494	7,947	33.8%	
GPG Parking Utilization (% of total # of spaces occupied)	52.6%	18.7%	19.3%	14.0%	4.7%	33.6%	
HPG (noon snapshot)	2,427	14,213	2,203	14,329	(116)	-0.8%	
HPG Parking Utilization (% of total # of spaces occupied)	76.3%	36.7%	69.3%	37.0%	-0.3%	-0.8%	
Total Parking (noon snapshot)	15,059	85,739	10,609	78,620	7,119	9.1%	
Parking Utilization (% of total # of spaces occupied)	62.0%	29.0%	43.7%	26.6%	2.4%	9.0%	
Paid Parking Revenues	\$43,174	\$354,714	\$39,888	\$343,346	\$11,368	3.3%	
Bus Routes # of Passengers	86	43,490	249	40,003	3,487	8.7%	
Employee Shuttle # of Passengers	1,706	18,752	1,829	16,780	1,972	11.8%	
Employee Shuttle Utilization Rate %	52.9%	53.6%	59.5%	62.0%	-8.40%	-13.5%	
Inbound (Vehicle) Traffic (Entrance) # of Cars	70,184	751,443	67,905	713,792	37,651	5.3%	
Human Resources							
FT Year Round Head Count	80		80		0	0.0%	
Seasonal Head Count (FT & PT)	4		5		(1)	-20.0%	
PT Year Round Head Count	20		18		2	11.1%	
Gondola FT YR, Seasonal, PT YR Head Count	54		52		2	3.8%	
Total Employees	158		155		3	1.9%	
Gondola Overtime Paid Hours	324	2519	291	2530	(11)	-0.4%	
Other Employee Overtime Paid	75	1099	66	787	312	39.6%	
# New Hires Total New Hires	13	79	5	76	3	3.9%	
# Terminations	8	75	3	66	9	13.6%	
# Workmen Comp Claims	1	17	0	17	0	0.0%	
Workmen Comp Claims Costs	\$0	\$16,669	\$0	\$97,776	(\$81,107)	-83.0%	
Marketing & Business Development							
Total Users/Total Sessions	169/251	11,081/16,057	1,163/1,349	6,923/9,563	4,158/6,494	60%/67%	
Town Hosted Meetings	5	55	4	60	(5)	-8.3%	
Email Correspondence Sent	7	112	11	85	27	31.8%	
E-mail List #	2,121		990		1,131	114.2%	
Wifi Subscribers	9,001		n/a		#VALUE!	#VALUE!	
Press Releases Sent	2	26	1	24	2	8.3%	
Gondola and RETA							
<i>Current RETA revenues are unaudited</i>							
Gondola # of Passengers	295,004	2,617,642	274,432	2,407,193	210,449	8.7%	
Chondola # of Passengers	30,940	122,086	31,512	118,232	3,854	3.3%	
RETA fees collected by TMVOA	\$781,193	\$5,416,271	\$179,491	\$6,281,818	(\$865,547)	-13.8%	

Activity	2015		2014		Variance		
	MONTH	YTD	MONTH	YTD	Variance	Variance %	
Police							
Calls for Service	#	488	5,468	433	3,959	1,509 38.1%	
Investigations	#	29	253	22	188	65 34.6%	
Alarms	#	20	267	0	128	139 108.6%	
Arrests	#	5	26	3	15	11 73.3%	
Traffic Contacts	#	11	210	2	146	64 43.8%	
Traffic Tickets Written	#	3	42	0	24	18 75.0%	
Parking Tickets Written	#	473	3,840	487	2,488	1,352 54.3%	
Administrative Dismissals	#	6	122	28	207	(85) -41.1%	
Building/Planning							
Community Development Revenues		\$21,313	\$1,060,822	\$69,519	\$767,349	\$293,473 38.2%	
# Permits Issued		2	83	14	93	(10) -10.8%	
Valuation of Building Permits Issued		\$145,375	\$28,594,840	\$2,077,537	\$15,276,708	\$13,318,132 87.2%	
# Inspections Completed		164	2,393	277	1,794	599 33.4%	
# Design Review/Zoning Agenda Items		2	64	8	38	26 68.4%	
# Staff Review Approvals		15	242	6	123	119 96.7%	
Recreation							
Mile of Trails Maintained		14.7	73.4	14.7	74.8	(1) -1.9%	
Platform Tennis Registrations		35	541	35	439	102 23.2%	
Ice Rink Skaters		878	3778	1630	4829	(1,051) -21.8%	
Snow Cat Hours		130	436	70	354	81 22.9%	
Due to the timing of the packet, trash diversion rates are for the previous month.							
Plaza Services							
Snow Removal Plaza	Hours	662	1,794	641	2079	(285) -13.7%	
Plaza Maintenance	Hours	163	2,898	260	2495	404 16.2%	
Lawn Care	Hours	0	1,453	0	1353	101 7.5%	
Plant Care	Hours	0	2,958	0	2587	371 14.3%	
Irrigation	Hours	0	590	4	784	(194) -24.7%	
TMV Trash Collection	Hours	99	1,181	97	1112	69 6.2%	
Christmas Decorations	Hours	262	1,666	215.75	1639	27 1.6%	
Vehicle Maintenance							
# Preventive Maintenance Performed		21	221	27	229	(8) -3.5%	
# Repairs Completed		29	337	24	329	8 2.4%	
Special Projects		4	49	8	74	(25) -33.8%	
# Roadside Assists		0	5	3	14	(9) -64.3%	
Finance							
# Employee Based Business Licenses Issued		14	695	3	668	27 4.0%	
# Privately Licensed Rentals		0	68	0	56	12 21.4%	
# Property Management Licensed Rentals		0	338	1	330	8 2.4%	
# VRBO Listings for MV		335		332		3 0.9%	
# Paperless Billing Accts (YTD is total paperless customers)		12	543	14	390	153 39.2%	
# of TMV AR Bills Processed		2,069	24,341	2,023	23,648	693 2.9%	
Accounts Receivable - Total Bad Debt Reserve/Allowance: \$16,595							
Current 30+ Days 60+ Days 90+ Days over 120 days Total	TMV Operating Receivables (includes Gondola funding)		Utilities - Cable and Water/Sewer		VCA - Village Court Apartments		General Fund Investment Activity Change in Value (\$18,368) Ending Balance \$5,230,304 Investment Income \$5,211 Portfolio Yield 1.04%
	\$ 560,096	94.1%	\$ 283,977	92.5%	\$ (6,415)	166.9%	
	4,129	0.7%	16,083	5.2%	(1,695)	44.1%	
	2,545	0.4%	4,132	1.3%	-	0.0%	
	2,134	0.4%	2,873	0.9%	4,267	-111.0%	
	26,384	4.4%	10	0.0%	-	0.0%	
	\$ 595,288	100.0%	\$ 307,075	100.0%	\$ (3,843)	100.0%	
Current 30+ Days 60+ Days 90+ Days over 120 days Total	Other Billings - CDF, Construction Parking, Commercial Trash		Total All AR		Change Since Last Month - Increase (Decrease) in AR		Other Statistics Population (estimated) 1,340 Registered Voters 1,016 Property Valuation 266,407,970
	\$ 12,508	56.7%	\$ 850,167	92.3%	\$ 32,946	115.4%	
	4,105	18.6%	22,622	2.5%	(7,147)	-25.0%	
	3,573	16.2%	10,249	1.1%	3,410	11.9%	
	1,891	8.6%	11,164	1.2%	(769)	-2.7%	
	-	0.0%	26,394	2.9%	120	0.4%	
	\$ 22,077	100.0%	\$ 920,596	100.0%	\$ 28,560	100.0%	



Memorandum

To: Town Council
From: Kevin Swain, Finance Director
Date: January 14, 2016
Re: Town of Mountain Village Financial Statements through November 2015

Mountain Village Financials Statements through November, 2015

General Fund Summary

Budgets have been updated for 2015 revisions, adopted at the December 2015 meeting.

The General Fund currently reflects a surplus of \$2.1 million. Development related revenues are now on budget and over prior year. Sales taxes show an increase of 22% over prior year and are over budget by 22%. Revenues of \$8.6 million were over budget by \$151,000 due mainly to sales tax, interest, and Telluride permits.

Total operating expenditures of \$6.5 million were under budget by \$720,500. Capital outlay through this period was for environmental projects, firehouse improvements, trail maintenance, and boiler repairs.

Transfers to other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Child Development Fund	\$ 3,784	\$ 95,801	\$ 27,121	(68,680)
Conference Center Subsidy	\$ -	\$ 203,335	\$ 193,103	(10,232)
Affordable Housing Development Fund (Monthly Sales Tax Allocation)	\$ 8,121	\$ 345,645	\$ 349,418	3,773
Vehicle & Equipment Acquisition Fund	\$ 658	\$ 259,088	\$ 202,747	(56,341)
Capital Projects Fund (From AHDF)	\$ 4,279	\$ 438,430	\$ 437,864	(566)

Income transfers from other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Cable System	\$ 57,259	\$ 171,579	\$ 144,617	(26,962)
Overhead allocation from Cable, W/S, Gondola, VCA and Parking Services	\$ 36,696	\$ 396,835	\$ 386,841	(9,994)
Parking Services	\$ (2,209)	\$ (84,249)	\$ 165,752	250,001
Debt Service Fund (Specific ownership taxes)	\$ 10,318	\$ 73,698	\$ 136,157	62,459
*Tourism Fund	\$ 1,004	\$ 39,307	\$ 56,499	17,192

155 This transfer is comprised of administrative fees, interest, and penalties collected.

Vehicle and Equipment Acquisition Fund – No Fund Income Statement Attached

A snow blower attachment and a sweeper broom were purchased. A police vehicle, a bus, and a parks and recreation vehicle have been acquired, and the bobcat leases have been paid.

Capital Projects Fund – No Fund Income Statement Attached

\$437,864 was spent on the Meadows Improvement Plan.

Historical Museum Fund – No Fund Income Statement Attached

\$88,618 in property taxes were collected and \$86,842 was tendered to the historical museum. The county treasurer retained \$1,776 in treasurer’s fees.

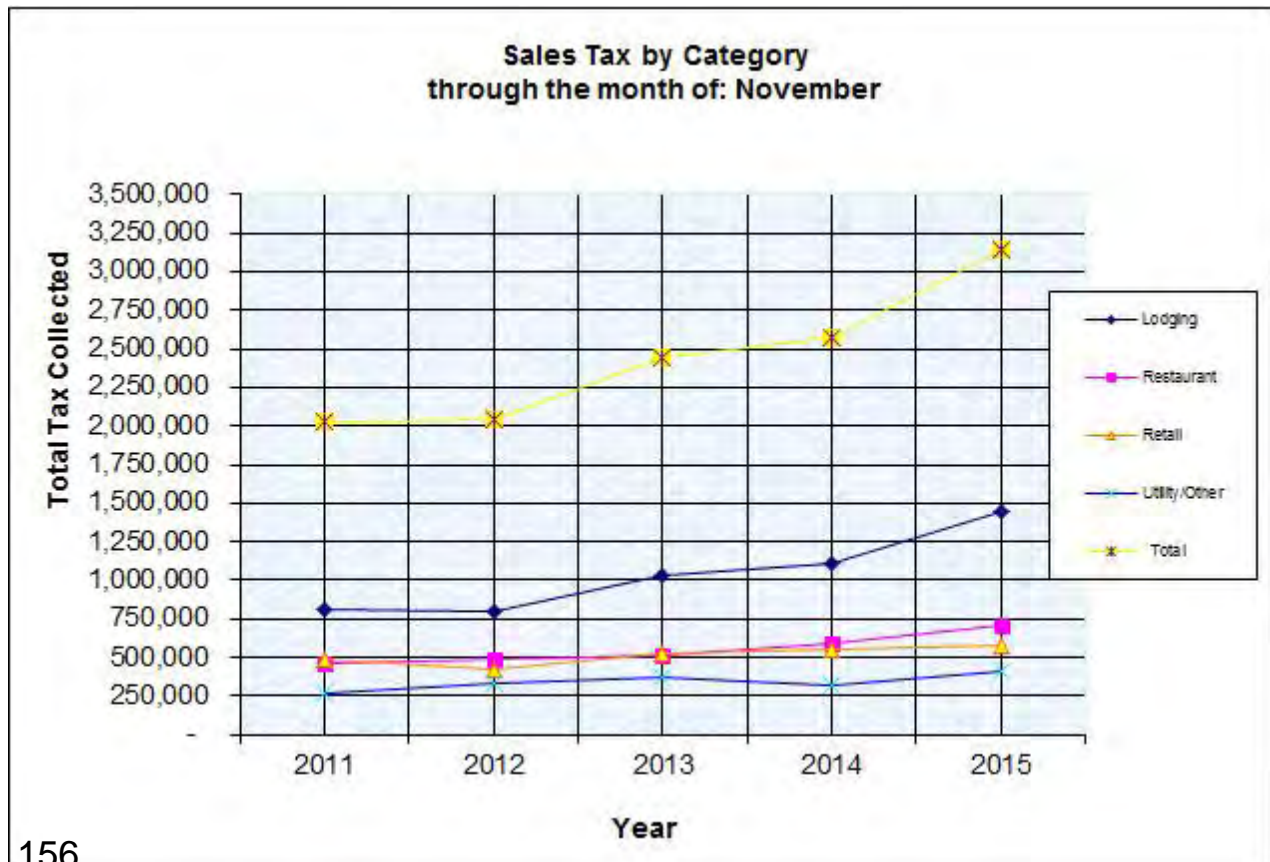
Mortgage Assistance Fund – No Fund Income Statement Attached

Mortgage down payment assistance in the amount of \$30,000 was made to a Town employee.

Sales Tax

Sales taxes of \$3.14 million are 22% over 2014 through this period and are over budget by 22%. Lodging shows the highest growth of 29.2% followed by utility/other at 29%.

Actual Sales Tax Base By Class, Through November 2015										
Category	Actual 2011	Actual 2012	PY % Increase	Actual 2013	PY % Increase	Actual 2014	PY % Increase	Actual 2015	PY \$ Variance	PY % Increase
	4.5%	4.5%	2011 to 2012	4.5%	2012 to 2013	4.5%	2013 to 2014	4.5%	2014 to 2015	2014 to 2015
Lodging	17,914,785	17,705,032	-1%	22,921,017	29%	24,782,025	8%	32,010,548	7,228,524	29.17%
Restaurant	10,225,184	10,739,416	5%	11,472,831	7%	13,054,070	14%	15,658,169	2,604,099	19.95%
Retail	10,966,958	9,505,971	-13%	11,847,824	25%	12,180,992	3%	12,873,204	692,212	5.68%
Utility/Other	5,928,836	7,365,152	24%	8,121,870	10%	7,160,076	-12%	9,216,635	2,056,558	28.72%
Total	45,035,763	45,315,570	1%	54,363,542	20%	57,177,163	5%	69,758,556	12,581,393	22.00%



Tourism Fund

2015 restaurant taxes totaling \$310,551 have been collected and \$304,340 was tendered to the airline guarantee program. \$1.236 million in lodging taxes were collected and \$1.218 million was tendered to the airline guarantee program and to MTI. The Town retained \$24,729 in administrative fees, and penalties and interest of \$5,207.

Lodging taxes are exceeding prior year and budget by 26% and 30%. Restaurant taxes are also ahead of prior year and budget by 17% and 26%, respectively. For the month of November, restaurant taxes are 22.5% over November 2014 and lodging taxes are 6.5% over November 2014.

Town of Mountain Village Colorado Lodging Tax Summary								
	2011	2012	2013	2014	2015	2014	2015	Budget
	Activity	Activity	Activity	Activity	Activity	Var %	Budget	Var %
	(4%)	(4%)	(4%)	(4%)	(4%)			
January	123,204	105,787	167,378	159,264	216,904	36.19%	140,324	35.31%
February	137,579	135,434	151,727	170,098	231,700	36.22%	149,232	35.59%
March	179,223	150,548	203,235	248,285	302,834	21.97%	222,035	26.68%
April	5,006	7,619	9,382	7,291	12,319	68.96%	6,101	50.47%
May	6,665	8,673	10,684	10,627	15,282	43.81%	8,935	41.54%
June	50,466	55,581	77,013	74,275	84,109	13.24%	64,744	23.02%
July	64,340	77,661	93,602	109,838	136,711	24.47%	96,286	29.57%
August	52,153	74,889	84,727	88,929	88,990	0.07%	77,851	12.52%
September	61,547	62,057	69,349	82,891	113,475	36.90%	73,095	35.58%
October	12,532	16,867	16,450	17,383	22,812	31.23%	15,158	33.55%
November	6,206	6,618	6,761	11,840	11,371	-3.96%	10,632	6.50%
December	171,797	164,045	191,249	226,508	-	-100.00%	201,696	#DIV/0!
Total	870,717	865,780	1,081,555	1,207,229	1,236,507	2.43%	1,066,088	13.78%
Tax Base	21,767,932	21,644,491	27,038,867	30,180,718	30,912,673		26,652,197	

Town of Mountain Village Colorado Restaurant Tax Summary								
	2011	2012	2013	2014	2015	2014	2015	Budget
	Activity	Activity	Activity (2%)	Activity (2%)	Activity (2%)	Var %	Budget	Var %
	(2%)	(2%)						
January	31,256	28,754	34,448	38,239	46,239	20.92%	33,193	28.21%
February	37,572	34,996	41,121	48,466	53,855	11.12%	42,070	21.88%
March	45,498	42,723	47,045	53,516	60,401	12.87%	46,453	23.09%
April	1,368	3,506	2,518	1,995	2,876	44.15%	1,732	39.77%
May	3,402	2,469	3,913	5,154	5,457	5.87%	4,474	18.01%
June	18,235	17,098	19,116	25,366	25,404	0.15%	22,019	13.33%
July	22,524	25,929	27,921	32,661	39,554	21.10%	28,351	28.32%
August	20,044	20,958	25,645	25,017	28,877	15.43%	21,716	24.80%
September	17,272	17,813	19,982	23,831	31,985	34.22%	20,686	35.33%
October	6,355	7,258	5,468	5,369	9,447	75.95%	4,661	50.67%
November	3,487	4,524	4,668	5,765	6,457	12.01%	5,004	22.50%
December	37,737	39,565	42,983	49,923	-	-100.00%	42,842	#DIV/0!
Total	244,750	245,593	274,828	315,303	310,551	-1.51%	273,200	12.03%
Tax Base	12,237,496	12,279,634	13,741,420	15,765,152	15,527,567		13,659,997	

Business license fees of \$278,322 are over budget by \$2,650 and over prior year \$9,175. \$261,623 was remitted to MTI and \$37,009 in admin fees and penalties were transferred to the General Fund.

**TOWN OF MOUNTAIN VILLAGE
GENERAL FUND INVESTMENTS
12/31/2015**

CUSIP	DESCRIPTION	MATURITY	DAYS TO	COUPON	PAR	PURCHASE PRICE	YTM(CALL)	MARKET PRICE	MARKET VALUE
3130A3Y32	FEDERAL HOME LOAN BANK BOND	02/22/2016	53	0.27	\$ 250,000.00	\$ 250,000.00	0.27	100.0066	250,016.50
313378RR4	FEDERAL HOME LOAN BANK BOND	04/28/2016	88	1	250,000.00	252,267.50	0.77	100.1764	250,441.00
912833KH2	US TREASURY NOTE	05/15/2016	105	0	250,000.00	246,627.50	0.493	99.8255	249,563.75
3136G04R9	FANNIE MAE	02/21/2017	387	0.75	250,000.00	250,000.00	0.75	100.0402	250,100.50
313378PN5	FEDERAL HOME LOAN BANK BOND	03/02/2017	396	1.27	250,000.00	251,392.50	1.153	100.3295	250,823.75
3134G3K82	FREDDIE MAC UNNT	03/27/2017	421	0.75	250,000.00	250,000.00	0.75	99.8096	249,524.00
3130A5YT0	FEDERAL HOME LOAN BANK BOND	05/12/2017	436	0.75	250,000.00	250,000.00	0.75	99.7522	249,380.50
3133EE6K1	FEDERAL FARM CREDIT BANK	11/13/2017	621	0.93	250,000.00	250,000.00	0.93	100.0021	250,005.25
3130A5QX0	FEDERAL HOME LOAN BANK BOND	12/29/2017	667	1	250,000.00	250,000.00	1	99.571	248,927.50
3130A5J75	FEDERAL HOME LOAN BANK BOND	01/30/2018	699	0.9	250,000.00	250,000.00	0.9	99.4404	248,601.00
3136G1GU7	FANNIE MAE	03/27/2018	755	1.05	250,000.00	250,000.00	1.05	99.3449	248,362.25
3134G7LT6	FREDDIE MAC UNNT	04/27/2018	786	1.1	250,000.00	250,000.00	1.1	99.8222	249,555.50
3134G43V8	FREDDIE MAC UNNT	05/15/2018	804	1.05	250,000.00	250,000.00	1.05	99.0139	247,534.75
313382Y98	FED HOME LOAN BANK BOND	05/16/2018	805	1	250,000.00	250,000.00	1	98.8455	247,113.75
313383AW1	FED HOME LOAN BANK BOND	06/13/2018	833	1.15	250,000.00	250,000.00	1.15	99.8289	249,572.25
3133EFEB9	FEDERAL FARM CREDIT BANK NOTE	06/18/2018	838	1.17	250,000.00	250,000.00	1.17	99.3177	248,294.25
3130A5RW1	FEDRAL HOME LOAN BANK BOND	12/28/2018	1031	1.45	250,000.00	250,000.00	1.45	99.4397	248,599.25
3134G7SE2	FREDDIE MAC	02/27/2019	1092	1.5	250,000.00	250,000.00	1.5	99.7331	249,332.75
3136G2HK6	FANNIE MAE	05/20/2019	1174	1.4	250,000.00	250,000.00	1.4	100.136	250,340.00
3130A6GD3	FEDERAL HOME LOAN BANK BOND	09/25/2019	1302	1.5	250,000.00	250,000.00	1.5	98.9632	247,408.00
3133EEG46	FEDERAL FARM CREDIT BANK	05/04/2020	1524	1.72	250,000.00	250,000.00	1.72	98.7231	246,807.75
TOTALS					\$ 5,250,000.00	\$ 5,250,287.50		\$	5,230,304.25
AVERAGE			705.57	1.03	\$ 250,000.00	\$ 250,013.69	1.04	99.62484286	249,062.11
BENCHMARK 2 YEAR TREASURY YIELD CURVE RATE 09/30/2017				1.06			1.06		

**Town of Mountain Village Monthly Revenue and Expenditure Report
November 2015**

	2015						2014	2013	2012
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
General Fund									
Revenues									
Charges for Services	\$ 325,499	\$ 230,028	\$ 95,471	41.50%	\$ 262,923	\$ (62,576)	\$ 254,635	\$ 685,602	\$ 390,230
Contributions	42,344	38,762	3,582	9.24%	42,286	(58)	20,453	15,432	28,233
Fines and Forfeits	6,906	5,701	1,205	21.14%	6,077	(829)	3,943	2,310	(758)
Interest Income	73,773	45,833	27,940	60.96%	50,000	(23,773)	52,356	23,168	20,424
Intergovernmental	365,405	338,925	26,480	7.81%	371,920	6,515	355,165	431,599	406,885
Licenses and Permits	333,824	272,270	61,554	22.61%	296,467	(37,357)	248,087	482,704	157,008
Miscellaneous Revenues	81,234	86,345	(5,111)	-5.92%	94,549	13,315	79,059	81,205	108,953
Taxes and Assessments	7,371,394	7,792,607	(421,213)	-5.41%	8,177,996	806,602	6,535,884	7,993,136	6,747,190
Total Revenues	8,600,379	8,810,471	(210,092)	-2.38%	9,302,218	701,839	7,549,582	9,715,156	7,858,165
Operating Expenses									
Legislation & Council	32,067	38,044	(5,977)	-15.71%	42,667	10,600	7,981	18,001	7,319
Town Manager	193,352	200,969	(7,617)	-3.79%	221,971	28,619	197,935	187,340	191,933
Administrative Services	291,607	329,007	(37,400)	-11.37%	360,804	69,197	294,137	284,947	269,757
Finance	714,526	739,245	(24,719)	-3.34%	794,233	79,707	696,730	689,149	697,511
Technical	127,232	143,992	(16,760)	-11.64%	202,957	75,725	136,367	138,261	137,541
Human Resources	246,349	261,072	(14,723)	-5.64%	295,140	48,791	217,804	231,303	217,975
Town Attorney	471,765	424,770	46,995	11.06%	469,199	(2,566)	409,843	371,549	410,328
Marketing and Business Development	217,882	248,783	(30,901)	-12.42%	285,413	67,531	174,454	172,708	172,610
Municipal Court	24,076	28,498	(4,422)	-15.52%	31,057	6,981	24,413	24,322	24,255
Police Department	672,470	713,487	(41,017)	-5.75%	798,198	125,728	576,409	630,574	682,494
Community Services	42,416	47,279	(4,863)	-10.29%	52,016	9,600	41,747	46,956	39,517
Community Grants and Contributions	66,500	66,500	-	0.00%	66,500	-	79,000	66,500	66,500
Roads and Bridges	767,316	938,155	(170,839)	-18.21%	1,020,086	252,770	833,183	1,454,441	875,791
Vehicle Maintenance	378,656	405,522	(26,866)	-6.63%	459,648	80,992	380,535	377,970	420,083
Municipal Bus/Dial-A-Ride	153,105	153,377	(272)	-0.18%	164,430	11,325	141,022	319,437	546,902
Employee Shuttle	51,267	94,020	(42,753)	-45.47%	99,787	48,520	66,090	64,945	76,809
Parks & Recreation	339,175	401,437	(62,262)	-15.51%	457,440	118,265	350,516	280,798	439,748
Plaza and Environmental Services	1,013,096	1,199,030	(185,934)	-15.51%	1,346,673	333,577	1,008,593	1,011,061	938,971
Public Refuse Removal and Residential Trash Billing Services	45,652	48,256	(2,604)	-5.40%	51,645	5,993	39,627	195,801	198,452
Building/Facility Maintenance	139,011	164,400	(25,389)	-15.44%	196,753	57,742	89,756	137,361	245,202
Planning & Development Services	5,623	8,203	(2,580)	-31.45%	9,149	3,526	4,928	3,714	6,194
Building Division	205,033	218,066	(13,033)	-5.98%	247,354	42,321	163,514	146,409	140,652
Housing Division Office	15,712	17,999	(2,287)	-12.71%	19,823	4,111	16,682	77,044	81,323
Planning and Zoning Division	271,933	318,855	(46,922)	-14.72%	355,082	349,459	299,379	222,592	226,894
Contingency	-	-	-	#DIV/0!	30,480	14,768	-	-	-
Total Operating Expenses	6,485,821	7,208,966	(723,145)	-10.03%	8,078,505	1,843,282	6,250,645	7,153,183	7,114,761
Surplus / Deficit	2,114,558	1,601,505	513,053	32.04%	1,223,713	(1,141,443)	1,298,937	2,561,973	743,404
Capital Outlay	124,874	292,859	(167,985)	-57.36%	311,235	186,361	261,333	101,882	89,705
Surplus / Deficit	1,989,684	1,308,646	681,038	52.04%	912,478	(1,077,206)	1,037,604	2,460,091	653,699
Other Sources and Uses									
Sale of Assets	30,034	-	30,034	#DIV/0!	-	(30,034)	10,568	1,685	5,563
Transfer (To) From Affordable Housing	(349,418)	(345,645)	(3,773)	1.09%	(406,750)	(57,332)	(285,621)	(273,401)	(227,104)
Transfer (To) From Cable	144,617	171,579	(26,962)	-15.71%	176,814	32,197	184,532	158,963	189,382
Transfer (To) From Child Development	(27,121)	(95,801)	68,680	-71.69%	(114,850)	78,253	-	(42,740)	(73,043)
Transfer (To) From Debt Service	136,157	73,698	62,459	84.75%	81,230	(305,611)	130,293	105,768	88,149
Transfer (To) From Overhead Allocation	386,841	396,835	(9,994)	-2.52%	432,911	46,070	406,172	388,145	363,149
Transfer (To) From Parking Services	165,752	(84,249)	250,001	-296.74%	(76,118)	(48,997)	(683)	20,998	(42,519)
Transfer (To) From Conference Center	(193,103)	(203,335)	10,232	-5.03%	(203,335)	(203,335)	(131,123)	(108,343)	(149,235)
Transfer (To) From Tourism	56,499	39,307	17,192	43.74%	38,954	(97,203)	49,855	(71,534)	(51,895)
Transfer (To) From Vehicle/Equipment	(202,747)	(259,088)	56,341	-21.75%	(283,586)	(80,839)	(185,994)	(113,803)	(78,289)
Transfer (To) From Water/Sewer	-	-	-	#DIV/0!	-	-	-	-	-

	2015					2014	2013	2012	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Total Other Sources and Uses	147,511	(306,698)	454,209	-148.10%	(354,730)	(723,330)	177,999	65,738	24,158
Surplus / Deficit	\$ 2,137,195	\$ 1,001,948	\$1,135,247	113.30%	\$ 557,748	\$ (1,800,536)	\$ 1,215,603	\$ 2,525,829	\$ 677,857
Beginning Fund Balance Components	Actual YTD				Annual Budget				
Emergency Reserve	\$	2,827,477			\$	2,952,551			
Property Tax Reserve		225,414				225,414			
Unreserved		4,059,051				2,429,654			
Beginning Fund Balance	\$	7,111,942			\$	5,607,619			
YTD Ending Fund Balance Components	Actual YTD				Annual Budget				
Emergency Reserve	\$	2,827,477			\$	2,952,551			
Property Tax Reserve		225,414				225,414			
Health Care Premium Savings Reserve		50,000				50,000			
Facility Maint Reserve		155,000				155,000			
Unreserved		5,991,246				2,782,402			
Ending Fund Balance	\$	9,249,136			\$	6,165,367			

Revenues

Taxes & Assessments - Specific Ownership taxes collected are exceeding budget and prior year. Sales tax revenues are 22% over budget and prior year.

Construction use tax is exceeding budget and prior year.

Licenses & Permits - Construction permits are over budget by \$28,000. Plumbing permits are over budget \$11,000. Electrical permits are over budget \$17,800.

Intergovernmental - Road and Bridge taxes are meeting budget.

Charges for Services - Plan review and DRB fees are over budget by \$33,000. Energy mitigation fees and road impact fees are also exceeding budget.

Fines & Forfeitures - Over budget due to building and traffic fines.

Investment Income - Interest is exceeding budget and prior year.

Miscellaneous - Under budget in finance charges but over in vending cart rents.

Contributions - Green gondola receipts, shuttle shared expense, and energy rebates have been collected to date.

Top Ten Budget Variances

Under Budget

Plaza and Environmental Services - \$185,934 Employee and utilities savings. Savings also in planter/paver repair.

Road & Bridge - \$170,0839 Gasoline and paving are under budget.

Parks and Recreation - \$62,2626 Under budget in personnel, ice rink electric, and trail maintenance.

Planning & Zoning - \$46,922 Savings in S&W for the gap in the planner position.

Employee Shuttle - \$42,753 Gasoline and vehicle repair are under budget.

Police - \$41,017 Savings in personnel costs due to lower overtime.

Admin Services- \$37,400 Savings in facility expense, AV repair, and electric.

Marketing and Business Development - \$30,901 Under budget in personnel, marketing collateral, live video streaming, and photos.

Vehicle Maintenance- \$26,866 Savings in general supplies, waste removal, utilities, and oil.

Over Budget

Legal - \$46,995 Over budget in extraordinary legal mainly having to do with the Medical Center.

**Town of Mountain Village Monthly Revenue and Expenditure Report
November 2015**

	2015						2014	2013	2012
	Actual	Budget	Budget	Budget	Annual	Budget	Actual	Actual	Actual
	YTD	YTD	Variance	Variance	Budget	Balance	YTD	YTD	YTD
		(\$)	(%)						
Tourism Fund									
Revenues									
Business Licenses Fees	\$ 278,322	\$ 254,416	\$ 23,906	9%	\$ 277,545	\$ (777)	\$ 268,748	\$ 267,808	\$ 241,002
Lodging Taxes - Condos/Homes (1)	638,913	667,191	(28,278)	-4%	727,845	88,932	423,726	397,940	292,483
Lodging Taxes - Hotels/Condos (1)	597,594	642,944	(45,350)	-7%	701,393	103,799	556,995	492,365	409,051
Lodging Taxes - Prior Year	4,840	-	4,840	#DIV/0!	-	(4,840)	781	870	7,044
Penalties and Interest	25,547	20,528	5,019	24%	22,422	(3,125)	11,609	13,562	17,828
Restaurant Taxes	310,551	318,117	(7,566)	-2%	347,037	36,486	265,381	231,845	206,027
Restaurant Taxes - Prior Year	641	-	641	#DIV/0!	-	(641)	88	164	1,045
Total Revenues	1,856,408	1,903,196	(46,788)	-2%	2,076,242	219,834	1,527,328	1,404,554	1,174,480
Tourism Funding									
Additional Funding	8,091	20,000	(11,909)	-60%	26,000	17,909	-	100,000	105,833
Airline Guaranty Funding	913,228	953,721	(40,493)	-4%	1,040,423	127,195	739,918	664,045	548,429
MTI Funding	876,089	887,668	(11,578)	-1%	968,365	92,276	737,556	712,043	572,113
Total Tourism Funding	1,797,409	1,861,389	(63,980)	104%	2,034,788	237,379	1,477,473	1,476,088	1,226,375
Surplus / Deficit	58,999	41,807	17,192	41%	41,454	(17,545)	49,855	(71,534)	(51,895)
Administrative Fees									
Audit Fees	2,500	2,500	-	0%	2,500	-	-	-	-
Total Administrative Fees	2,500	2,500	-	100%	2,500	-	-	-	-
Surplus / Deficit	56,499	39,307	(63,980)	-163%	38,954	(17,545)	49,855	(71,534)	(51,895)
Other Sources and Uses									
Transfer (To) From Other Funds	(56,499)	(39,307)	(17,192)	44%	(38,954)	17,545	(49,855)	71,534	51,895
Total Other Sources and Uses	(56,499)	(39,307)	(17,192)	44%	(38,954)	17,545	(49,855)	71,534	51,895
Surplus / Deficit	\$ -	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -

**Town of Mountain Village Monthly Revenue and Expenditure Report
November 2015**

	2015				2014	2013	2012		
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Parking Services Fund									
Revenues									
Contributions/Shared Facility Expenses	\$ 4,537	\$ 15,551	\$ (11,014)	-71%	\$ 18,500	\$ 13,963	\$ 17,461	\$ 17,903	\$ -
Fines and Forfeits	33,513	11,265	22,248	197%	7,900	(25,613)	13,254	7,588	14,658
Gondola Parking Garage	173,398	83,220	90,178	108%	95,200	(78,198)	122,534	112,995	101,624
Heritage Parking Garage	135,598	110,171	25,427	23%	131,000	(4,598)	117,652	130,989	100,213
Parking Meter Revenues	11,870	9,225	2,645	29%	9,500	(2,370)	10,395	9,475	10,036
Parking Permits	12,900	9,257	3,643	39%	12,000	(900)	11,561	9,510	7,320
Special Event Parking	60,359	38,250	22,109	58%	38,250	(22,109)	41,743	5,000	5,000
Total Revenues	432,175	276,939	155,236	56%	312,350	(119,825)	334,600	293,460	238,851
Operating Expenses									
Other Operating Expenses	2,571	4,652	(2,081)	-45%	5,100	2,529	573	1,139	2,361
Personnel Expenses	99,442	125,820	(26,378)	-21%	140,473	41,031	104,474	106,342	107,953
Gondola Parking Garage	29,373	51,855	(22,482)	-43%	57,225	27,852	34,660	35,533	32,923
Surface Lots	30,016	29,002	1,014	3%	31,260	1,244	22,058	15,942	13,738
Heritage Parking Garage	65,693	99,626	(33,933)	-34%	101,325	35,632	113,116	84,294	109,929
Contingency	-	-	-	#DIV/0!	-	-	-	-	(22,019)
Meadows Parking	1,000	-	1,000	#DIV/0!	-	(1,000)	2,000	1,000	1,188
Total Operating Expenses	228,095	310,955	(82,860)	-27%	335,383	107,288	276,881	244,250	246,073
Surplus / Deficit	204,080	(34,016)	238,096	-700%	(23,033)	(227,113)	57,719	49,210	(7,222)
Capital									
Capital	10,895	22,800	(11,905)	-52%	22,800	11,905	29,232	-	4,627
Surplus / Deficit	193,185	(56,816)	250,001	-440%	(45,833)	(239,018)	28,487	49,210	(11,849)
Other Sources and Uses									
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Overhead Allocation	(27,433)	(27,433)	-	0%	(30,285)	(2,852)	(29,170)	(28,212)	(30,670)
Transfer (To) From General Fund	(165,752)	84,249	(250,001)	-297%	76,118	241,870	683	(20,998)	42,519
Total Other Sources and Uses	(193,185)	56,816	(250,001)	-440%	45,833	239,018	(28,487)	(49,210)	11,849
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -

Parking revenues are over budget \$155,236. The budget is allocated based on how revenues were collected in the prior year. All revenue types are over the annual budget except shared expenses, which is based on actual expenditures. Expenditures are under budget primarily due to personnel, shared facility expense, and utilities. The net transfer YTD to the General Fund is \$193,185.

**Town of Mountain Village Monthly Revenue and Expenditure Report
November 2015**

	2015					2014	2013	2012	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Gondola Fund									
Revenues									
Event Operations Funding	\$ 16,663	\$ -	\$ 16,663	#DIV/0!	\$ -	\$ (16,663)	\$ 5,525	\$ 11,779	\$ 4,556
Event Operations Funding - SMC/TOT	-	-	-	#DIV/0!	36,000	36,000	-	36,000	-
Grant Funding	123,709	414,606	(290,897)	-70.16%	452,297	328,588	294,773	115,353	54,996
Insurance Proceeds	-	-	-	#DIV/0!	-	-	-	3,775	2,836
Miscellaneous Revenues	12,100	-	12,100	#DIV/0!	-	(12,100)	3,169	25,513	94,539
Sale of Assets	-	-	-	#DIV/0!	-	-	558	-	-
TMVOA Operating Contributions	2,790,045	2,773,630	16,415	0.59%	3,412,767	622,722	2,528,886	2,667,967	2,711,989
TMVOA Capital Contributions	388,102	547,056	(158,954)	-29.06%	289,123	(98,979)	366,300	25,513	94,539
TSG 1% Lift Sales	139,315	139,789	(474)	-0.34%	174,315	35,000	119,360	99,601	102,792
Total Revenues	3,469,934	3,875,081	(405,147)	-10.46%	4,364,502	894,568	3,318,571	2,985,501	3,066,247
Operating Expenses									
MAARS	55,508	63,135	(7,627)	-12.08%	76,965	21,457	58,476	57,548	66,032
Chondola	186,262	188,499	(2,237)	-1.19%	226,156	39,894	139,851	128,647	127,641
Grant Success Fees	-	24,877	(24,877)	-100.00%	27,138	27,138	-	18,457	-
Operations	1,408,333	1,479,209	(70,876)	-4.79%	1,732,535	324,202	1,330,148	1,322,706	1,361,729
Maintenance	1,052,269	1,067,015	(14,746)	-1.38%	1,200,677	148,408	993,417	994,983	1,003,508
FGOA	379,460	505,290	(125,830)	-24.90%	509,707	130,247	430,379	437,647	412,798
Major Repairs and Replacements	125,340	216,152	(90,812)	-42.01%	230,324	104,984	272,685	15,892	79,578
Contingency	-	-	-	#DIV/0!	-	-	-	-	-
Total Operating Expenses	3,207,172	3,544,177	(337,005)	-9.51%	4,003,502	796,330	3,224,956	2,975,880	3,051,286
Surplus / Deficit	262,762	330,904	(68,142)	-20.59%	361,000		93,615	9,621	14,961
Capital									
Capital Outlay	262,762	330,904	(68,142)	-20.59%	361,000	98,238	93,615	9,621	14,961
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -

The gondola fund is \$433,557 under budgeted expenditures.

MARRS is under budget with savings in supplies and employee costs, this is due to budgeting for training, meeting, practice, and re-rides that may not always be needed. Chondola expenses are over budget due mainly to small saving over several items. Gondola operations is under budget in employee costs, uniforms, and payroll processing. Maintenance is under budget with savings in trails and road maintenance. FGOA costs are under budget with savings in electricity, employee shuttle, and communications. Electricity savings are due in part to a capital reimbursement refund from SMPA. MR&R expense is for station entrance modifications, painting, and bullwheel replacement. Capital expenditures were for a new truck, grip replacement, and the terminal flooring project.

**Town of Mountain Village Monthly Revenue and Expenditure Report
November 2015**

	2015				2014	2013	2012		
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)				Annual Budget	Budget Balance
Child Development Fund									
Revenues									
Daycare Fees	\$ 231,491	\$ 228,096	3,395	1.49%	\$ 250,068	\$ 18,577	\$ 223,178	\$ 199,187	
Fundraising Revenues - Daycare	13,417	12,237	1,180	9.64%	12,237	(1,180)	10,967	11,545	
Fundraising Revenues - Preschool	3,379	3,324	55	0.04%	3,324	(154,088)	3,150	-	
Grant Revenues - Daycare	25,695	28,645	(2,950)	-10.30%	31,000	5,305	29,072	33,289	
Grant Revenues - Preschool	15,678	9,936	5,742	57.79%	11,000	(4,678)	12,430	10,585	
Preschool Fees	157,412	153,866	3,546	106.68%	167,827	164,448	159,766	161,014	
Total Revenues	447,072	436,104	10,968	2.51%	475,456	28,384	-	438,563	415,620
Operating Expenses									
Daycare Contingency	-	-	-	#DIV/0!	-	-	-	-	
Daycare Other Expense	55,259	69,966	(14,707)	-21.02%	75,541	20,282	63,509	58,989	
Daycare Personnel Expense	289,575	302,360	(12,785)	-4.23%	337,779	48,204	273,993	286,287	
Preschool Contingency	-	-	-	#DIV/0!	-	-	-	-	
Preschool Other Expense	29,992	37,017	(7,025)	-18.98%	40,837	10,845	32,175	31,460	
Preschool Personnel Expense	99,367	122,562	(23,195)	-18.93%	136,149	36,782	111,626	111,927	
Total Operating Expenses	474,193	531,905	(57,712)	-10.85%	590,306	116,113	-	481,303	488,663
Surplus / Deficit	(27,121)	(95,801)	68,680	-71.69%	(114,850)	-	(42,740)	(73,043)	
Capital									
Capital Outlay	-	-	-	#DIV/0!	-	-	-	-	
Total Capital	-	-	-	#DIV/0!	-	-	-	-	
Surplus / Deficit	(27,121)	(95,801)	68,680	-71.69%	(114,850)	-	(42,740)	(73,043)	
Other Sources and Uses									
Contributions	-	-	-	#DIV/0!	-	-	-	-	
Transfer (To) From General Fund	27,121	95,801	68,680	71.69%	114,850	87,729	42,740	73,043	
Total Other Sources and Uses	27,121	95,801	68,680	71.69%	114,850	87,729	-	42,740	73,043
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	

Child Development revenues are \$10,968 over budget. Daycare grant revenues are under budget while preschool grants are over budget.

Operating expenses are \$57,700 under budget due to personnel costs and the scholarship program, which is grant funded.

The fund requires \$27,121 in funding from the General Fund.

**Town of Mountain Village Monthly Revenue and Expenditure Report
November 2015**

	2015						2014	2013	2012
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Water & Sewer Fund									
Revenues									
Mountain Village Water and Sewer	\$ 1,989,612	\$ 1,873,902	\$ 115,710	6.17%	\$ 2,111,474	\$ 121,862	\$ 1,950,483	\$ 1,943,314	\$ 1,816,298
Other Revenues	9,401	20,250	(10,849)	-53.58%	24,050	14,649	8,388	15,440	12,783
Ski Ranches Water	120,421	116,459	3,962	3.40%	126,699	6,278	120,250	114,795	114,917
Skyfield Water	20,458	17,466	2,992	17.13%	18,769	(1,689)	22,831	21,381	20,193
Total Revenues	2,139,892	2,028,077	111,815	5.51%	2,280,992	141,100	2,101,952	2,094,930	1,964,191
Operating Expenses									
Mountain Village Sewer	372,490	330,141	42,349	12.83%	382,079	9,589	341,801	323,416	303,026
Mountain Village Water	807,236	887,400	(80,164)	-9.03%	993,199	185,963	761,925	717,653	782,538
Ski Ranches Water	15,836	39,182	(23,346)	-59.58%	46,128	30,292	18,250	21,660	25,096
Contingency	-	-	-	#DIV/0!	28,428	28,428	-	-	-
Total Operating Expenses	1,195,562	1,256,723	(61,161)	-4.87%	1,449,834	254,272	1,121,976	1,062,729	1,110,660
Surplus / Deficit	944,330	771,354	172,976	22.42%	831,158		979,976	1,032,201	853,531
Capital									
Capital Outlay	1,681,002	1,718,750	(37,748)	-2.20%	2,459,383	778,381	300,142	363,460	200,873
Surplus / Deficit	(736,672)	(947,396)	210,724	-22.24%	(1,628,225)		679,834	668,741	652,658
Other Sources and Uses									
Overhead Allocation Transfer	(115,312)	(115,312)	-	0.00%	(127,164)	(11,852)	(123,250)	(109,098)	(103,648)
Mountain Village Tap Fees	100,716	57,572	43,144	74.94%	57,572	(43,144)	16,851	171,392	113,536
Grants	-	-	-	#DIV/0!	75,000	75,000	-	-	-
Ski Ranches Tap Fees	-	-	-	#DIV/0!	-	-	10,718	5,000	10,697
Skyfield Tap Fees	-	-	-	#DIV/0!	-	-	-	-	-
Telski Tap Fee/Water Credit	-	-	-	#DIV/0!	-	-	(116,762)	(112,271)	(107,953)
Transfer (To) From General Fund	-	-	-	#DIV/0!	-	-	-	-	-
Total Other Sources and Uses	(14,596)	(57,740)	43,144	-74.72%	5,408	20,004	(212,443)	(44,977)	(87,368)
Surplus / Deficit	\$ (751,268)	\$ (1,005,136)	\$ 253,868	-25.26%	\$ (1,622,817)		\$ 467,391	\$ 623,764	\$ 565,290

Excess water fees and snow making fees are exceeding budget. Ski Ranches revenues are over budget due to base fees, although excess fees are lagging. Skyfield revenues are over budget in excess water and standby fees. Other revenues are under budget in meter sales and late fees.

Sewer expenditures are over budget mainly due to regional sewer charges (TOT). The charged amount through October is exceeding the annual budget but sewer capital budget is far below and we will transfer budget from capital to operations to meet the shortfall. MV water is under budget due mainly to pump replacement and electricity. Ski Ranches water costs are under budget with savings in S&W, repairs, and electric. Capital costs were made for water rights acquisition, power generators, regional sewer costs, a pick-up truck, and the Wapiti water line.

**Town of Mountain Village Monthly Revenue and Expenditure Report
November 2015**

	2015					2014	2013	2012	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Broadband Fund									
Revenues									
Cable User Fees	\$ 756,304	\$ 753,788	\$ 2,516	0.33%	\$ 822,314	\$ 66,010	\$ 726,502	\$ 783,928	\$ 765,398
Channel Revenues	282	387	(105)	-27.13%	420	138	216	463	331
Internet User Fees	717,410	703,149	14,261	2.03%	768,265	50,855	645,717	554,588	519,602
Other Revenues	57,568	86,695	(29,127)	-33.60%	95,557	63,066	77,129	71,914	75,852
Phone Service Fees	32,491	30,961	1,530	4.94%	33,911	(23,657)	32,660	31,448	29,701
Total Revenues	1,564,055	1,574,980	(10,925)	-0.69%	1,720,467	156,412	1,482,224	1,442,341	1,390,884
Operating Expenses									
Cable Direct Costs	598,151	572,744	25,407	4.44%	625,286	27,135	521,977	516,611	493,001
Phone Service Costs	24,597	27,306	(2,709)	-9.92%	29,788	5,191	19,481	20,782	19,515
Internet Direct Costs	148,083	99,000	49,083	49.58%	108,000	(40,083)	99,000	93,358	83,666
Cable Operations	466,516	521,414	(54,898)	-10.53%	583,062	116,546	463,228	481,834	460,602
Contingency	-	-	-	#DIV/0!	3,000	3,000	-	-	-
Total Operating Expenses	1,237,347	1,220,464	16,883	1.38%	1,349,136	111,789	1,103,686	1,112,585	1,056,784
Surplus / Deficit	326,708	354,516	(27,808)	-7.84%	371,331		378,538	329,756	334,100
Capital									
Capital Outlay	126,654	127,500	(846)	-0.66%	127,500	846	37,365	98,601	19,897
Surplus / Deficit	200,054	227,016	(26,962)	-11.88%	243,831		341,173	231,155	314,203
Other Sources and Uses									
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	(144,617)	(171,579)	26,962	-15.71%	(176,814)	(32,197)	(184,532)	(158,963)	(189,382)
Overhead Allocation Transfer	(105,437)	(105,437)	-	0.00%	(117,017)	(11,580)	(106,641)	(97,192)	(89,821)
Total Other Sources and Uses	(250,054)	(277,016)	26,962	-9.73%	(293,831)	(43,777)	(291,173)	(256,155)	(279,203)
Surplus / Deficit	\$ (50,000)	\$ (50,000)	\$ -	0.00%	\$ (50,000)		\$ 50,000	\$ (25,000)	\$ 35,000
Beginning (Available) Fund Balance	\$ 110,000	\$ 110,000	\$ -						
Ending (Available) Fund Balance	\$ 60,000	\$ 60,000	\$ -						

Cable user revenues are meeting budget and are over prior year 3%. Internet revenues are over budget 2%. Other revenues are under budget 33.6% due primarily to parts, labor, equipment rental, and connection fees. Direct costs for cable are over budget and prior year due to increasing and additional basic programming costs. Internet costs are over budget and prior year due to improvements to internet speed. Phone service revenues are over budget by 5%, while phone service expenses are under budget by 10%. Cable operating expenses are under budget with savings in head end R&M, utilities, supplies, and insurance. Capital outlay was for the system and software upgrades.

**Town of Mountain Village Monthly Revenue and Expenditure Report
November 2015**

	2015				2014	2013	2012		
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Telluride Conference Center Fund									
Revenues									
Beverage Revenues	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Catering Revenues	-	-	-	#DIV/0!	-	-	-	-	-
Facility Rental	-	-	-	#DIV/0!	-	-	-	-	-
Operating/Other Revenues	-	-	-	#DIV/0!	-	-	920	-	-
Total Revenues	-	-	-	#DIV/0!	-	-	920	-	-
Operating Expenses									
Wait Staff	-	-	-	#DIV/0!	-	-	-	-	-
Food Operations	-	-	-	#DIV/0!	-	-	-	-	-
Beverage Operations	-	-	-	#DIV/0!	-	-	-	-	-
General Operations	27	-	27	#DIV/0!	-	(27)	-	7,471	6,156
Administration	82,639	83,335	(696)	-0.83%	83,335	696	78,598	59,910	67,996
Marketing	100,000	100,000	-	0.00%	100,000	-	14,819	28,882	59,118
Contingency	-	-	-	#DIV/0!	-	-	-	-	440
Total Operating Expenses	182,666	183,335	(669)	-0.36%	183,335	669	93,417	96,263	133,710
Surplus / Deficit	(182,666)	(183,335)	669	-0.36%	(183,335)		(92,497)	(96,263)	(133,710)
Capital Outlay/ Major R&R	10,437	20,000	(9,563)	-47.82%	20,000	9,563	38,626	12,080	15,525
Surplus / Deficit	(193,103)	(203,335)	10,232	-5.03%	(203,335)		(131,123)	(108,343)	(149,235)
Other Sources and Uses									
Damage Receipts	-	-	-	#DIV/0!	-	-	-	-	-
Insurance Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	193,103	203,335	(10,232)	-5.03%	203,335	10,232	131,123	108,343	149,235
Overhead Allocation Transfer	-	-	-	#DIV/0!	-	-	-	-	-
Total Other Sources and Uses	193,103	203,335	(10,232)	74.00%	203,335	10,232	131,123	108,343	149,235
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -

Expenses to date are HOA dues, marketing expense, and equipment (compressor) costs.

**Town of Mountain Village Monthly Revenue and Expenditure Report
November 2015**

	2015				2014	2013	2012		
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Affordable Housing Development Fund									
Revenues									
Contributions	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Rental Income	11,560	11,240	319	2.84%	12,778	1,219	11,177	20,094	19,144
Sales Proceeds	-	-	-	#DIV/0!	-	-	-	(47,628)	-
Total Revenues	11,560	11,240	319	2.84%	12,778	1,219	11,177	(27,534)	19,144
Operating Expenses									
Coyote Court	-	-	-	#DIV/0!	5,000	5,000	-	4,159	8,245
RHA Funding - Moved in 2014 from the GF	82,138	82,138	-	0.00%	82,138	-	69,280	-	-
Town Owned Properties	9,841	11,144	(1,303)	-11.69%	11,144	1,303	9,822	13,485	7,270
Density bank	8,856	8,856	-	0.00%	8,856	-	8,856	8,856	11,664
Community Garden	2,495	2,500	(5)	-0.19%	2,500	5	-	-	-
Total Operating Expenses	103,330	104,638	(1,308)	-1.25%	109,638	6,308	87,958	26,500	27,179
Surplus / Deficit	(91,771)	(93,398)	(1,627)	1.74%	(96,860)	(5,089)	(76,781)	(54,034)	(8,035)
Other Sources and Uses									
Transfer (To) From MAP	(30,000)	(30,000)	-	0.00%	(30,000)	-	-	(44,000)	-
Transfer (To) From General Fund - Sales Tax	349,418	345,645	3,773	1.09%	406,750	57,332	285,621	273,401	227,104
Transfer (To) From Capital Projects Fund (1)	(437,864)	(438,430)	566	-0.13%	(438,430)	(566)	(19,254)	-	-
Transfer (To) From VCA (2)	-	-	-	#DIV/0!	-	-	-	-	-
Total Other Sources and Uses	(118,446)	(122,785)	4,339	-3.53%	(61,680)	56,766	266,367	229,401	227,104
Surplus / Deficit	\$ (210,217)	\$ (216,183)	\$ (5,966)	2.76%	\$ (158,540)	\$ 51,677	\$ 189,586	\$ 175,367	\$ 219,069
Beginning Fund Equity Balance	\$ 948,827	\$ 948,827	\$ -						
Ending Equity Fund Balance	\$ 738,610	\$ 732,644	\$ 5,966						

Expenses consist of HOA dues on town owned property and the contribution to the Regional Housing Authority. Transfers have been made to mortgage assistance and the capital projects fund for Meadow improvements.

Town of Mountain Village Monthly Revenue and Expenditure Report

November 2015

	2015						2014	2013	2012
	Actual YTD	Budget YTD	Budget Vary (\$)	Budget Var (%)	Annual Budget	Budget Balance	Actual	Actual	Actual
Village Court Apartments									
Operating Revenues									
Rental Income	\$ 2,074,789	\$ 2,040,449	\$ 34,340	2%	\$ 2,225,944	\$ 151,155	\$ 2,017,267	\$ 1,604,848	\$ 1,517,692
Other Operating Income	68,686	81,790	(13,103)	-16%	89,225	20,539	112,157	331,663	301,193
Less: Allowance for Bad Debt	(9,619)	(10,005)	385	-4%	(10,914)	(1,295)	(12,918)	(806)	(7,587)
Total Operating Revenue	2,133,856	2,112,234	21,622	1%	2,304,255	170,399	2,116,506	1,935,705	1,811,298
Operating Expenses									
Office Operations	169,390	159,788	(9,601)	-6%	176,687	7,297	154,233	158,340	152,048
General and Administrative	101,590	109,043	7,453	7%	111,166	9,576	108,591	117,957	105,530
Utilities	321,434	360,729	39,295	11%	393,523	72,089	335,754	349,511	329,204
Repair and Maintenance	305,570	337,563	31,994	9%	374,300	68,730	308,777	338,369	327,172
Major Repairs and Replacement	90,721	114,010	23,290	20%	123,702	32,981	177,928	278,861	119,622
Contingency	-	-	-	0%	11,903	11,903	-	-	-
Total Operating Expenses	988,704	1,081,134	92,430	9%	1,191,281	202,577	1,085,283	1,243,037	1,033,576
Surplus / (Deficit) After Operations	1,145,152	1,031,099	114,053	11%	1,112,974		1,031,223	692,668	777,722
Non-Operating (Income) / Expense									
Investment Earning	(66)	(1,375)	(1,309)	-95%	(1,500)	(1,434)	(174)	(439)	(852)
Debt Service, Interest	430,640	396,611	(34,029)	-9%	430,640	-	122,325	244,749	249,758
Debt Service, Fees	4,500	-	(4,500)	#DIV/0!	-	(4,500)	378,950	116,101	116,834
Debt Service, Principal	356,834	356,834	-	0%	356,834	-	285,801	222,041	210,833
Total Non-Operating (Income) / Expense	791,908	752,070	(39,838)	-5%	785,974	(5,934)	786,903	582,454	576,573
Surplus / (Deficit) Before Capital	353,244	279,029	74,215	27%	327,000		244,320	110,214	201,149
Capital Spending	-	-	-	#DIV/0!	-	-	-	-	383,432
Surplus / (Deficit)	353,244	279,029	74,215	27%	327,000		244,320	110,214	(182,284)
Other Sources / (Uses)									
Transfer (To)/From General Fund	(98,567)	(98,567)	-	0%	(105,444)	(105,444)	(106,936)	(99,281)	(92,814)
Sale of Assets	-	-	-	0%	-	-	-	-	-
Grant Revenues	-	-	-	0%	-	-	-	-	147,708
Transfer From AHDF	-	-	-	0%	-	98,567	-	-	-
Total Other Sources / (Uses)	(98,567)	(98,567)	-	0%	(105,444)	98,567	(106,936)	(99,281)	54,894
Surplus / (Deficit)	254,677	180,462	74,215	41%	221,556		137,384	10,934	(127,389)
Beginning Working Capital	21,195	21,195	-	0%	-				
Ending Working Capital	\$ 275,872	\$ 201,657	\$ 74,215	37%	\$ 221,556				

Rent revenues are over budget and prior year, 2%. Utility charges for prior year have been re-allocated to rents for ease of comparison. Other revenues are under budget 16% due mainly to forfeited deposit fees and carpet cleaning charges revenues. Prior year variance of \$43,471 is due to cleaning charges and SMPA rebate received last year. Office operations are over budget 6%. This is due to a large PTO payout for the departing manager. General and administrative is under budget due mainly to legal fees. Utilities are under budget (11%), due mainly to electricity savings. Maintenance is under in salaries and wages but over in workers comp and group insurance. MR&R is under budget. Expenses include carpet replacement, bobcat lease, appliances, and vinyl replacement, cabinet replacement. Operating expenditures of \$988,704 were \$92,430 under budget.

**Town of Mountain Village Monthly Revenue and Expenditure Report
November 2015**

	2015				Annual Budget	Budget Balance	2014	2013	2012
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
Debt Service Fund									
Revenues									
Abatements	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions	206,275	206,240	35	0.02%	206,240	(35)	204,425	203,425	207,425
Miscellaneous Revenue	-	-	-	#DIV/0!	-	-	-	-	235
Property Taxes	3,473,399	3,476,348	(2,948)	-0.08%	3,477,157	3,758	3,535,829	3,426,645	3,432,020
Reserve/Capital/Liquidity Interest	1,489	1,508	(19)	-1.26%	1,645	156	10,407	9,431	11,700
Specific Ownership Taxes	136,157	73,698	62,459	84.75%	80,651	(55,506)	130,293	105,768	88,149
Total Revenues	3,817,320	3,757,794	59,526	140.00%	3,765,693	(51,627)	3,880,954	3,745,269	3,739,529
Debt Service									
2001/2011 Bonds - Gondola - Paid by contributions from TMVOA and TSG									
2001/2011 Bond Issue - Interest	96,275	96,275	-	87.52%	96,275	-	99,425	103,425	107,425
2001/2011 Bond Issue - Principal	110,000	110,000	-	#DIV/0!	110,000	-	105,000	100,000	100,000
2002 Bonds - Water/Sewer/Parking (refunding 1992) - 77.5% Water/Sewer - 22.5% Parking									
2002 Bond Issue - Interest	-	-	-	#DIV/0!	-	-	63,125	-	3,610
2002 Bond Issue - Principal	-	-	-	#DIV/0!	-	-	-	-	95,000
2005 Bonds - Telluride Conference Center - (refunding portion of 1998)									
2005 Bond Issue - Interest	97,000	97,000	-	15.77%	97,000	-	63,125	152,050	173,850
2005 Bond Issue - Principal	615,000	615,000	-	#DIV/0!	615,000	-	585,000	645,000	545,000
2006B/2014 Bonds - Heritage Parking									
2014 Bond Issue - Interest	285,211	285,211	-	116.41%	285,211	-	373,388	381,788	389,988
2014 Bond Issue - Principal	245,000	245,000	-	#DIV/0!	245,000	-	220,000	210,000	205,000
2007 Bonds - Water/Sewer (refunding 1997)									
2007 Bond Issue - Interest	244,800	244,800	-	15.74%	244,800	-	300,863	346,988	391,425
2007 Bond Issue - Principal	1,555,000	1,555,000	-	#DIV/0!	1,555,000	-	1,495,000	1,230,000	1,185,000
2009 Bonds - Telluride Conference Center (refunding 1998 bonds)									
2009 Bond Issue - Interest	32,900	32,900	-	11.34%	32,900	-	41,300	49,050	55,800
2009 Bond Issue - Principal	290,000	290,000	-	8.12%	290,000	-	280,000	310,000	270,000
Total Debt Service	3,571,186	3,571,186	-	0.00%	3,571,186	-	3,626,226	3,528,301	3,522,098
Surplus / (Deficit)	246,134	186,608	59,526	31.90%	194,507		254,728	216,968	217,431
Operating Expenses									
Administrative Fees	12,050	12,050	-	0.00%	17,000	4,950	15,876	1,500	7,280
County Treasurer Collection Fees	104,429	102,218	2,211	2.16%	102,228	(2,201)	106,280	103,030	103,398
Total Operating Expenses	116,479	114,268	2,211	1.94%	119,228	2,749	122,156	104,530	110,678
Surplus / (Deficit)	129,655	72,340	57,315	79.23%	75,279		132,572	112,438	106,753

		2015				2014	2013	2012	
Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD	
Debt Service Fund									
Other Sources and Uses									
Transfer (To) From General Fund	(136,157)	(73,698)	(62,459)	84.75%	(81,230)	54,927	(130,293)	(105,768)	(88,149)
Transfer (To) From Other Funds	-	-	-	#DIV/0!	-	-	-	-	(37,500)
Bond Premiums	-	-	-	#DIV/0!	-	-	-	-	-
Proceeds From Bond Issuance	-	-	-	#DIV/0!	-	-	-	-	-
Total Other Sources and Uses	(136,157)	(73,698)	(62,459)	84.75%	(81,230)	54,927	(130,293)	(105,768)	(125,649)
Surplus / (Deficit)	\$ (6,502)	\$ (1,358)	\$ (5,144)	378.72%	\$ (5,951)	\$	2,279	\$ 6,670	\$ (18,896)
Beginning Fund Balance	\$ 734,652	\$ 737,976	\$ (3,324)						
Ending Fund Balance	\$ 728,150	\$ 736,618	\$ (8,468)						

**Town of Mountain Village
2017
BUDGET PROCESS
Schedule of Activities**

Time Period	Activity
January 21, 2016	Town Council considers and ratifies the process to adoption
March 15, 2016	Budget and Finance Committee meeting to establish preliminary revenue and spending level targets for the 2017 budget.
April 21, 2016	Town Council regular meeting Budget Goal Setting worksession
June 15, 2015 – July 15, 2016	Department heads and Managers to identify/or revise and develop: <ol style="list-style-type: none">1) Department Program Narratives2) Department Goals3) Performance Measures4) Mid-term Department performance evaluation5) 2016 Revised year end budget amounts6) 2017 - 2021 Budget and long term projections7) Revenue Expectations for 20178) Capital Outlay requests
July 15 – July 31, 2016	Department Directors meet with Finance
August 8, 2016	Present draft to Finance and Budget committee
August 22, 2016	Finance and Budget Committee review first amended draft
September 15, 2016	Town Council Meeting Overview of first amended draft
September 16 – 24, 2016	Departments revise proposed budget figures with finance.
October 5, 2016 8:30 am	Special Council Meeting Review of second draft and meet with all departments: <ul style="list-style-type: none">• Public Works, including Roads, Vehicle Maintenance, Water and Sewer, Vehicles and Equipment Acquisitions• Public Safety including Police, Community Services, Communication and Municipal Court

- Transportation and Parking Services including Dial a Ride, Parking Services, Employee Shuttle and Gondola/Chondola
- Parks and Recreation
- Cable, Internet and Telephone services
- Administration including, Town Council, Town Manager, Administrative Services, Human Resources, Community Relations, Finance, Legal and Community Grants
- Capital Projects
- Property Maintenance
- Child Care and Development
- Community Development including Building, Planning Affordable Housing Development, Village Court Apartments, San Miguel Regional Housing Authority and Facility Maintenance
- Town Council convening as the Mountain Village Metropolitan District for The Debt Service Fund
- Telluride Conference Center
- Tourism Fund

October 6 – October 31, 2016

Finance works with departments to make requested changes and prepare proposed 2017 Budget and revised 2016 Budget for first reading.

November 17, 2016

Council meets for First Reading and Consideration of 2016 Revised Budget and 2017 Proposed Budget and for the 2017 fines and fees changes resolution

November 18 – December 1, 2016

Finance works with departments to make requested changes and prepares final 2017 Budget.

December 8, 2016

Second Reading, Public Hearing and Adoption of 2016 Revised Budget and 2017 Budget.

Memo

Agenda Items #12, 13 and 14

To: Mayor Jansen and Town Council
From: Sarah H. Abbott
CC: File
Date: January 14, 2016
Re: Ordinances Amending Municipal Code

The proposed Ordinances that you have before you were drafted by our office in conjunction with the police department. The ordinances address regulating all-terrain vehicle use and amending certain weapons provisions. The primary purposes behind these ordinances are the following:

1. Provide clarity around existing ATV use in the Town and require certain safety features on ATVs
2. Enhance the existing prohibition on discharging weapons to also prohibit the possession of firearms, but only in or on certain Town-owned property
3. Clean up the provision related to discharging weapons to remove unenforceable actions

There is currently unregulated use of ATV-type vehicles within the Town. This use creates safety hazards for pedestrians and other vehicles because the ATV-type vehicles are not subject to regulation. They often use Town roads but fail to go fast enough, creating a traffic backup. They often do not have safety equipment such as lights or reflectors, making them difficult to see at certain times of the day. There is also no requirement that Town-owned or commercially-owned ATV-type vehicles be labeled with any sort of identification, which makes it nearly impossible for the police department to enforce a violation.

The current Code provision governing the discharge of weapons prohibits discharging them “at” or “over” the Town. Because a person discharging a weapon “at” or “over” the Town by implication is not physically in the Town limits, the police department does not have jurisdiction to enforce this. The new ordinance would keep the language prohibiting the discharge of weapons “within” the Town.

We also believe that allowing a prohibition of both firearms and dangerous weapons on all Town-owned property, not just Town buildings, is appropriate. The new ordinance is drafted such that the prohibition applies only to Town-owned property that has a sign prohibiting weapons. This allows the Town discretion in deciding to which properties the prohibition will apply.

With that we would accept questions and comments.

Proposed Motion:

I move to approve on first reading the ordinance as presented and set a public hearing and second reading of the ordinance as presented at the February Town Council meeting.

ORDINANCE NO. 2016 - _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE AMENDING SECTION 9.17.020 OF THE MUNICIPAL CODE TO PROHIBIT THE POSSESSION OF FIREARMS AND DANGEROUS WEAPONS ON TOWN PROPERTY

RECITALS:

- A.** The Town of Mountain Village (the “Town”), in the County of San Miguel and State of Colorado, is a home rule municipality duly organized and existing under the laws of the State of Colorado and the Town Charter.
- B.** The Town Council of the Town has determined that it is necessary to amend Section 9.17.020 of the Municipal Code to allow for prohibition of the possession of weapons on all property owned by the Town, subject to certain rules and regulations with respect to public health and safety.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO AS FOLLOWS:

Section 1. Legislative Findings.

The recitals to this Ordinance are adopted as findings of the Town Council in support of the enactment of this Ordinance.

Section 2. Section 9.17.020 of the Town Municipal Code is hereby amended and shall read as set forth on Exhibit A attached hereto.

Section 3. Severability.

If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application, and, to this end, the provisions of this Ordinance are declared to be severable.

Section 4. Ordinance Effect.

Existing ordinances or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and any and all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed, provided however, that the repeal of any ordinance or parts of ordinances of the Town shall not revive any other section of any ordinance or ordinances hereto before repealed or superseded and further provided that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 5. Safety Clause.

The Town Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare of the citizens of the Town.

Section 6. Effective Date.

This Ordinance shall take effect on _____, 2016.

Section 7. PUBLIC HEARING.

A public hearing on this Ordinance was held on the _____ day of January, 2016, in the Town Council Chambers, 455 Mountain Village Boulevard, Mountain Village, Colorado.

INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the _____ day of _____, 2016.

**TOWN OF MOUNTAIN VILLAGE,
COLORADO, A HOME-RULE
MUNICIPALITY**

By: _____
DAN JANSEN, Mayor

ATTEST:

JACKIE KENNEFICK, Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado, this _____ day of _____, 2016.

**TOWN OF MOUNTAIN VILLAGE,
COLORADO, A HOME-RULE
MUNICIPALITY**

By: _____
DAN JANSEN, Mayor

ATTEST:

JACKIE KENNEFICK, Town Clerk

Approved As To Form:

James Mahoney, Assistant Town Attorney

I, Jackie Kennefick, the duly qualified and acting Town Clerk of the Town of Mountain Village, Colorado ("Town"), do hereby certify that:

1. The attached copy of Ordinance No. _____ ("Ordinance") is a true, correct and complete copy thereof.
2. The Ordinance was introduced, read by title, approved on first reading with minor amendments and referred to public hearing by the Town Council of the Town ("Council") at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on _____, 2016 by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Dan Jansen, Mayor				
Martin McKinley				
Bruce McIntire				
Dan Caton				
Laila Benitez				
Cath Jett				
Michelle Sherry				

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance, was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on _____, 2016, in accordance with Section 5.2b of the Town of Mountain Village Home Rule.

4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on _____, 2016. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Dan Jansen, Mayor				
Martin McKinley, Mayor Pro-Tem				
Bruce McIntire				
Dan Caton				
Laila Benitez				
Cath Jett				
Michelle Sherry				

5. The Ordinance has been signed by the Mayor, sealed with the Town seal, attested by me, as Town Clerk, and duly numbered and recorded in the official records of the Town.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this _____ day of _____, 2016.

JACKIE KENNEFICK, Town Clerk

(SEAL)

EXHIBIT A

CHAPTER 9.17.020

POSSESSION OF FIREARMS AND DANGEROUS WEAPONS ON TOWN PROPERTY

Sections:

9.17.020 Possession of Firearms and Dangerous Weapons on Town Property

9.17.020 Possession of Firearms and Dangerous Weapons on Town Property

- A. No person shall possess on his or her person or display any firearm (as defined in C.R.S. § 18-1-901(3)(h)) or any dangerous weapon (as defined in C.R.S. § 18-12-102) in or on any property owned or leased by the Town that is posted with signs at the public entrances to such property informing persons that the open and concealed carrying of firearms is prohibited in or on such property. Property owned or leased by the Town shall include, but not limited to, buildings, Town owned vehicles, parks and open space areas.
- B. No person other than a law enforcement officer may carry or possess a firearm or dangerous weapon in any building that is owned, occupied or controlled by the Town of Mountain Village or that is jointly owned, occupied or controlled by the Town of Mountain Village.

ORDINANCE NO. 2016 - _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE AMENDING SECTION 9.17.010 TO THE TOWN OF MOUNTAIN VILLAGE MUNICIPAL CODE

RECITALS:

- A.** The Town of Mountain Village (the “Town”), in the County of San Miguel and State of Colorado, is a home rule municipality duly organized and existing under the laws of the State of Colorado and the Town Charter.
- B.** The Town Council of the Town has determined that it is necessary to amend Section 9.17.010 of the Town Municipal Code to remove certain language prohibiting the discharge of weapons from locations outside of the jurisdiction of the Town.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO AS FOLLOWS:

Section 1. Legislative Findings.

The recitals to this Ordinance are adopted as findings of the Town Council in support of the enactment of this Ordinance.

Section 2. Section 9.17.010 of the Town Municipal Code is hereby amended and shall read as set forth on Exhibit A attached hereto.

Section 3. Severability.

If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application, and, to this end, the provisions of this Ordinance are declared to be severable.

Section 4. Ordinance Effect.

Existing ordinances or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and any and all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed, provided however, that the repeal of any ordinance or parts of ordinances of the Town shall not revive any other section of any ordinance or ordinances hereto before repealed or superseded and further provided that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 5. Safety Clause.

The Town Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare of the citizens of the Town.

Section 6. Effective Date.

This Ordinance shall become effective on _____, 2016.

Section 7. PUBLIC HEARING.

A public hearing on this Ordinance was held on the _____ day of _____, 2016, in the Town Council Chambers, 455 Mountain Village Boulevard, Mountain Village, Colorado.

INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the _____ day of _____, 2016.

**TOWN OF MOUNTAIN VILLAGE,
COLORADO, A HOME-RULE
MUNICIPALITY**

By: _____
DAN JANSEN, Mayor

ATTEST:

JACKIE KENNEFICK, Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado, this _____ day of _____, 2016.

**TOWN OF MOUNTAIN VILLAGE,
COLORADO, A HOME-RULE
MUNICIPALITY**

By: _____
DAN JANSEN, Mayor

ATTEST:

JACKIE KENNEFICK, Town Clerk

Approved As To Form:

James Mahoney, Assistant Town Attorney

I, Jackie Kennefick, the duly qualified and acting Town Clerk of the Town of Mountain Village, Colorado ("Town"), do hereby certify that:

1. The attached copy of Ordinance No. _____ ("Ordinance") is a true, correct and complete copy thereof.
2. The Ordinance was introduced, read by title, approved on first reading with minor amendments and referred to public hearing by the Town Council of the Town ("Council") at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on _____, 2016 by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Dan Jansen, Mayor				
Martin McKinley				
Bruce McIntire				
Dan Caton				
Laila Benitez				
Cath Jett				
Michelle Sherry				

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance, was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on _____, 2016, in accordance with Section 5.2b of the Town of Mountain Village Home Rule.

4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on _____, 2016. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Dan Jansen, Mayor				
Martin McKinley, Mayor Pro-Tem				
Bruce McIntire				
Dan Caton				
Laila Benitez				
Cath Jett				
Michelle Sherry				

5. The Ordinance has been signed by the Mayor, sealed with the Town seal, attested by me, as Town Clerk, and duly numbered and recorded in the official records of the Town.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this _____ day of _____, 2016.

JACKIE KENNEFICK, Town Clerk

(SEAL)

EXHIBIT A

CHAPTER 9.17.010

PROHIBITING DISCHARGE OF WEAPONS

Sections:

9.17.010 Discharge of Weapons

9.17.010 Discharge of Weapons

- A. It shall be unlawful for any person to discharge any weapon of any description, including, but not limited to, revolvers, pistols, shotguns, rifles, air guns, gas-operated guns, spring guns or bows within the town limits.
- B. This Section shall not apply to the following:
 - 1. Any officer of the law discharging a weapon in the performance of his or her duty.
 - 2. Any citizen discharging a weapon when lawfully defending human life.
 - 3. Any citizen discharging a weapon upon a supervised marksmanship range approved by the Chief of Police.

ORDINANCE NO. 2016 - _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE AMENDING THE MODEL TRAFFIC CODE TO REGULATE THE USE OF ATVs, OHVs, SMMs AND GOLF CARTS WITHIN THE TOWN OF MOUNTAIN VILLAGE BY THE ADDITION OF SECTION 10.12 TO THE TOWN OF MOUNTAIN VILLAGE MUNICIPAL CODE

RECITALS:

- A.** The Town of Mountain Village (the “Town”), in the County of San Miguel and State of Colorado, is a home rule municipality duly organized and existing under the laws of the State of Colorado and the Town Charter.
- B.** The Town Council of the Town has determined that it desires to permit the use of all-terrain vehicles (“ATVs”) and off highway vehicles (“OHVs”) within the Town, subject to certain rules and regulations with respect to public health and safety.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO AS FOLLOWS:

Section 1. Legislative Findings.

The recitals to this Ordinance are adopted as findings of the Town Council in support of the enactment of this Ordinance.

Section 2. Section 10.12 of the Town Municipal Code is hereby adopted and shall read as set forth on Exhibit A attached hereto.

Section 3. Severability.

If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application, and, to this end, the provisions of this Ordinance are declared to be severable.

Section 4. Ordinance Effect.

Existing ordinances or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and any and all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed, provided however, that the repeal of any ordinance or parts of ordinances of the Town shall not revive any other section of any ordinance or ordinances hereto before repealed or superseded and further provided that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 5. Safety Clause.

The Town Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare of the citizens of the Town.

Section 6. Effective Date.

This Ordinance shall take effect on _____, 2016.

Section 7. PUBLIC HEARING.

A public hearing on this Ordinance was held on the _____ day of _____, 2016, in the Town Council Chambers, 455 Mountain Village Boulevard, Mountain Village, Colorado.

INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the _____ day of _____, 2016.

**TOWN OF MOUNTAIN VILLAGE,
COLORADO, A HOME-RULE
MUNICIPALITY**

By: _____
DAN JANSEN, Mayor

ATTEST:

JACKIE KENNEFICK, Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado, this _____ day of _____, 2016.

**TOWN OF MOUNTAIN VILLAGE,
COLORADO, A HOME-RULE
MUNICIPALITY**

By: _____
DAN JANSEN, Mayor

ATTEST:

JACKIE KENNEFICK, Town Clerk

Approved As To Form:

James Mahoney, Assistant Town Attorney

I, Jackie Kennefick, the duly qualified and acting Town Clerk of the Town of Mountain Village, Colorado ("Town"), do hereby certify that:

1. The attached copy of Ordinance No. _____ ("Ordinance") is a true, correct and complete copy thereof.

2. The Ordinance was introduced, read by title, approved on first reading with minor amendments and referred to public hearing by the Town Council of the Town ("Council") at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on _____, 2016 by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Dan Jansen, Mayor				
Martin McKinley				
Bruce McIntire				
Dan Caton				
Laila Benitez				
Cath Jett				
Michelle Sherry				

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance, was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on _____, 2016, in accordance with Section 5.2b of the Town of Mountain Village Home Rule.

4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on _____, 2016. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Dan Jansen, Mayor				
Martin McKinley, Mayor Pro-Tem				
Bruce McIntire				
Dan Caton				
Laila Benitez				
Cath Jett				
Michelle Sherry				

5. The Ordinance has been signed by the Mayor, sealed with the Town seal, attested by me, as Town Clerk, and duly numbered and recorded in the official records of the Town.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this _____ day of _____, 2016.

JACKIE KENNEFICK, Town Clerk

(SEAL)

EXHIBIT A

CHAPTER 10.12

**UTILITY TYPE VEHICLES, OFF HIGHWAY VEHICLES, SPECIAL MOBILE
MACHINERY AND GOLF CARTS**

Sections:

10.12 Utility Type Vehicles, Off Highway Vehicles, Special Mobile Machinery and Golf Carts

10.12 Utility Type Vehicles, Off Highway Vehicles, Special Mobile Machinery and Golf Carts

A. Definitions: As used in this Ordinance:

1. "**Utility Type Vehicle**" or "**UTV**" means any recreational vehicle designed for and capable of traveling over unimproved terrain: traveling on four or more low pressure tires, having a width of 30 to 70 inches, having an unladen dry weight of 2,200 pounds or less, having a seat height of 25 to 40 inches when measured at the forward edge of the seat bottom, and having side by side seating with a steering wheel for control.
2. "**Off-highway vehicle**" or "**OHV**" means any self-propelled vehicle which is designed to travel on wheels or tracks in contact with the ground, which is designed primarily for use off of the public highways, and which is generally and commonly used to transport persons for recreational purposes. "Off-highway vehicle" does not include the following:
 - i. Vehicles designed and used primarily for travel on, over, or in the water;
 - ii. Snowmobiles;
 - iii. Military vehicles;
 - iv. Golf carts;
 - v. Vehicles designed and used to carry individuals with disabilities;
 - vi. Vehicles designed and used specifically for agricultural, logging, or mining purposes; or
 - vii. Vehicles registered pursuant to article 3 of title 42, C.R.S.
3. "**Special mobile machinery**" or "**SMM**" means machinery that is pulled, hauled, or driven over a highway and is either: (i) A vehicle or equipment that is not designed primarily for the transportation of persons or cargo over the public highways; or (ii) A motor vehicle that may have been originally designed for the transportation of persons or cargo over the public highways, and has been redesigned or modified by the addition of mounted equipment or machinery, and is only incidentally operated or moved over the public highways. "Special mobile machinery" includes vehicles commonly used in the construction, maintenance, and repair of roadways, the drilling of wells, and the digging of ditches, and riding lawnmowers.
4. "**Golf cart**" means a self-propelled vehicle not designed primarily for operation on roadways and that has:
 - i. A design speed of less than twenty miles per hour;
 - ii. At least four wheels in contact with the ground;

- iii. An empty weight of not more than one thousand three hundred pounds; and
 - iv. A carrying capacity of not more than four persons.
5. "**Toy vehicle**" means any vehicle that has wheels and is not designed for use on public highways or for off-road use. "Toy vehicle" includes, but is not limited to, gas-powered or electric-powered vehicles commonly known as mini bikes, "pocket" bikes, kamikaze boards, go-peds, and stand-up scooters. "Toy vehicle" does not include off-highway vehicles or snowmobiles.
 6. "**Operator**" means the person who is in actual physical control of a vehicle.
 7. "**Insured**" means the same insurance requirements needed to operate a street legal motorcycle in the State of Colorado.
 8. "**State and city traffic laws**" means any traffic codes adopted by the Town.
 9. "**Valid driver's license**" means any current, legal license not subject to revocation or suspension.

B. Terms and Conditions.

1. Operation of UTVs, OHVs, SMMs, and Golf cars on public Town streets shall be subject to the terms of this Ordinance.
2. **Certain Vehicles Not Permitted.**
 - i. Operation of toy vehicles on public Town streets shall be prohibited.
 - ii. No three wheel vehicles are allowed on any Town streets.
 - iii. Vehicles that have been modified to be used as an UTV, OHV, or SMM shall not be permitted.
3. **Permitted Operators.** It shall be legal for Operators with a valid driver's license at least eighteen (18) years of age to operate UTVs and SMMs on public Town streets. Only Town-owned or commercially-owned OHVs are permitted on public Town streets and may only be operated by Operators with a valid driver's license at least eighteen (18) years of age and in the course of their employment.
4. **Golf carts.** Golf carts shall be permitted on designated golf cart paths only. Golf carts shall be permitted to cross public streets at designated intersections in order to stay on a golf cart path.
5. UTV, OHV, and SMM use shall be subject to the following conditions and restrictions:

- i. Proof of insurance is required to be with the UTV, OHV, or SMM at all times.
- ii. An Operator of a UTV, OHV, or SMM must maintain liability insurance coverage in the minimum required by State law.
- iii. All Town-owned or commercial UTVs, OHVs, or SMMs must be clearly labeled on the exterior of the vehicle with identification stating the business name of the business owner, a contact phone number, and a clearly visible and legible vehicle identification number.
- iv. Operators must obey all State and Town traffic laws, including posted speed limits, and except as otherwise specifically provide for in Colorado statutes.
- v. If Operators operate UTVs, OHVs or SMMs on public Town streets at a speed more than five (5) miles under the posted speed limit, the UTV, OHV or SMM must use a flashing amber light as described in Section B(5)(vi)(1) below.
- vi. UTVs, OHVs, or SMMs must have the following safety equipment, which must be operational and in good working order:
 - 1. Flashing amber light mounted in the highest point of the vehicle capable of being seen from three hundred sixty (360) degrees
 - 2. Reflective triangle evidencing a slow moving vehicle
 - 3. Horn or other audible warning device

C. Trail System. No unauthorized motor vehicles shall be permitted on any Town trail system.

D. Limitation of Liability

- 1. Nothing in this ordinance shall be construed as an assumption of any duty of care by the Town with respect to, or the assumption of any liability by the Town for any injuries to persons or property which may result from the operation of an UTV, OHV, SMM and golf carts on the streets within the Town limits.

E. Violations, Fines and Fees.

- 1. Any persons in violation of any Town or State of Colorado traffic laws will be ticketed and assessed fines that are applicable to said violations. The Town

Police Department or any other legal policing authority is given all rights to write citations to those individuals violating laws as outlined in this Ordinance.

2. With respect to any violation of traffic laws contained in the Town Municipal Code, the minimum fine per violation shall be One Hundred Dollars (\$100.00).



PLANNING & DEVELOPMENT SERVICE
PLANNING DIVISION
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

Agenda Item #16

TO: Town Council
FROM: Dave Bangert, Town Forester
FOR: Town Council meeting on January 21, 2016
DATE: January 12, 2016

RE: Consideration of a Resolution to Approve a Revocable Encroachment Agreement for the proposed installation of an address monument in the Touchdown Drive Road Right-of-Way Adjacent to Lot 421

PROJECT GEOGRAPHY

Legal Description: Lot 421, Telluride Mountain Village
Address: 234 Touchdown Drive, Mountain Village, Colorado
Applicant/Agent: One Architects
Owner: Val Telluride, LLC
Zoning: Single Family
Existing Use: Vacant Lot
Proposed Use: Single Family
Lot Area: 1.02 acres
Adjacent Land Uses:

- **North:** Single Family
- **South:** Single Family
- **East:** Single Family
- **West:** Single Family

ATTACHMENTS

- Exhibit A: Plan set

BACKGROUND

The applicant has submitted a Design Review Process development application in accordance with the Community Development Code (CDC). This application for a new single family home on Lot 421, 234 Touchdown Drive received approval from the Design Review Board at their January 7, 2016 meeting. The applicant is proposing the approval of an address monument in the Touchdown Drive Right-of-Way in front of the new proposed single family home on Lot 421. At the May 7, 2015

The Town owns the Touchdown Drive Road Right-of-Way, with the Council allowed to grant revocable encroachments at its sole discretion. Staff would note that the Public Works Department believes that the address monument will not be adversely affected by snow plowing

activities over the winter, with the encroachment agreement protecting the Town from any damages to an address monument installed in the Road Right-of-Way.

RECOMMENDATION

Staff recommends the Town Council approve the requested encroachment into the Touchdown Drive Road Right-of-Way, with the following proposed motion:

“I move to approve an a resolution for a revocable encroachment agreement into the Touchdown Drive Road Right-of-Way for an address monument for the adjacent new single family residence located on Lot 421”

**RESOLUTION OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO TOWN COUNCIL
APPROVING A REVOCABLE ENCROACHMENT AGREEMENT INTO THE TOUCHDOWN
DRIVE RIGHT-OF-WAY FOR AN ADDRESS MONUMENT FOR THE ADJACENT NEW
SINGLE FAMILY RESIDENCE LOCATED ON LOT 421**

RESOLUTION NO. 2016-0121--__

RECITALS:

- A. The Town of Mountain Village (“Town”) is the owner of record of real property described as the Touchdown Drive Right-of-Way; and,
- B. Val Telluride, LLC (“Owner”) is the owner of record of real property described as Lot 421, Town of Mountain Village, CO;
- C. Right-of-way encroachments are a discretionary allowance of the Town Council; and
- D. The proposed revocable encroachment is needed to allow for the new address monument; and,
- E. The Town Council conducted a public meeting on January 21, 2016.

Now, Therefore, Be It Resolved that the Town Council hereby approves a revocable encroachment in the Touchdown Drive Right-of-Way as set forth in Exhibit A with a condition that the Planning Division staff prepares a revocable encroachment agreement for execution by the Town Mayor and the Owner.

Section 1. Resolution Effect

- A. This Resolution shall have no effect on pending litigation, if any, and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the resolutions repealed or amended as herein provided and the same shall be construed and concluded under such prior resolutions.
- B. All resolutions, of the Town, or parts thereof, inconsistent or in conflict with this Resolution, are hereby repealed, replaced and superseded to the extent only of such inconsistency or conflict.

Section 2. Severability

The provisions of this Resolution are severable and the invalidity of any section, phrase, clause or portion of this Resolution as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of this Resolution.

Section 3. Effective Date

This Resolution shall become effective on January 21, 2016 (the “Effective Date”) as herein referenced throughout this Resolution.

Section 4. Public Meeting

A public meeting on this Resolution was held on the 21st day of January, 2016 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

Approved by the Mountain Village Town Council at a public meeting on January 21, 2016.

Town of Mountain Village, Town Council

By: _____
Dan Jansen, Mayor

Attest:

By: _____
Jackie Kennefick, Town Clerk

Approved as to form:

By: _____
James Mahoney, Assistant Town Attorney



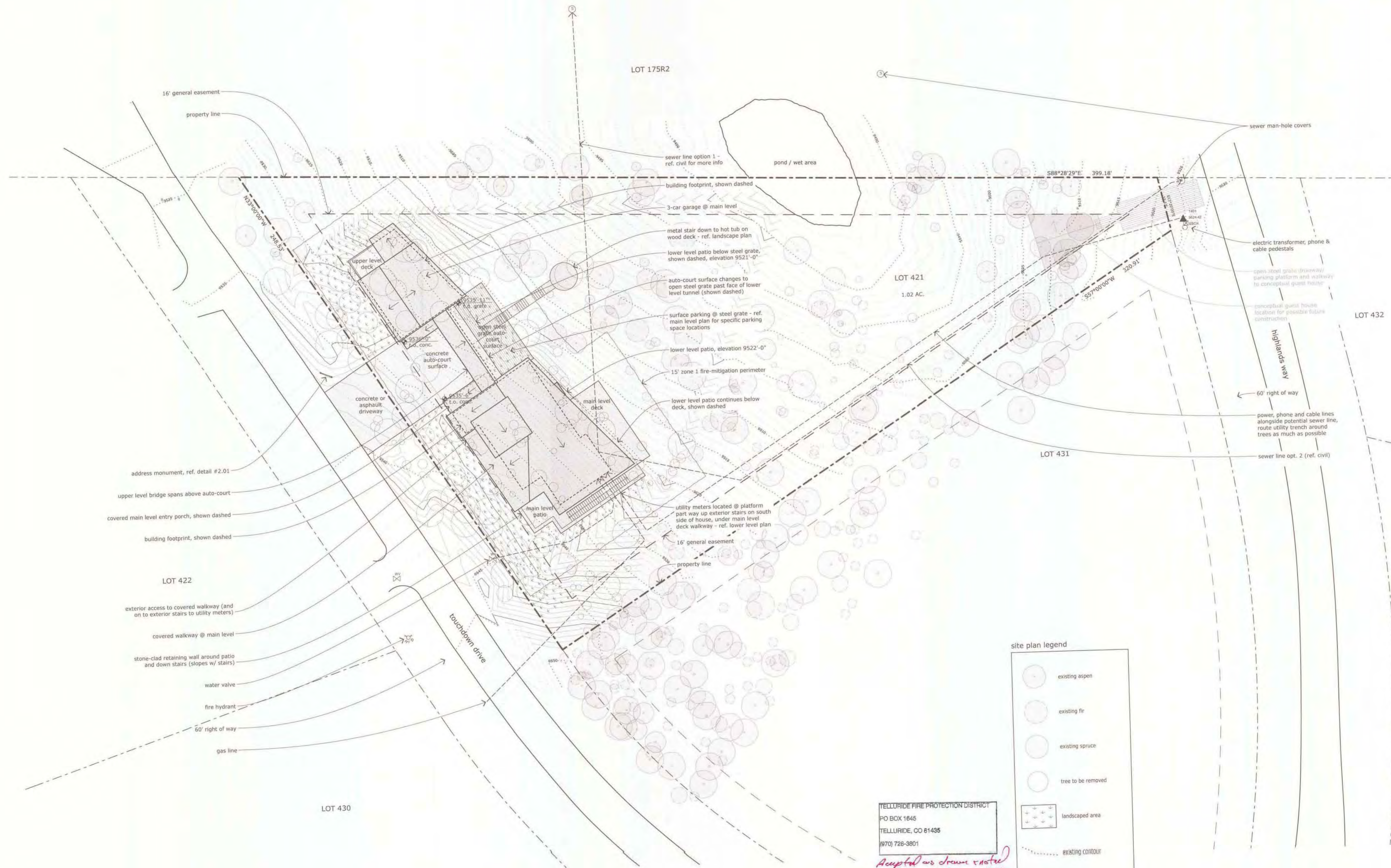
one architects inc

post office box 3442
220 e. colorado ave. suite 220
p:970.728.8877 f:970.728.8848
www.onearchitects.com
contact: bruce/jode/brownen/josh

Bill & Karen Valaika

lot 421 Mountain Village
san miguel county, colorado

Valaika Residence



site plan legend

	existing aspen
	existing fir
	existing spruce
	tree to be removed
	landscaped area
	existing contour
	new contour

TELLURIDE FIRE PROTECTION DISTRICT
PO BOX 1645
TELLURIDE, CO 81435
(970) 728-3801

*Accepted as drawn & noted
1. Fire hydrant shall have NFPA
1-2 fire sprinkler system
1-10 installed
2. Fire Sprinkler system shall be
manual
Nov 20, 2015
J. L. [Signature]*

1 site plan
scale: 1" = 20'

issuances:
development application 11/24/2015

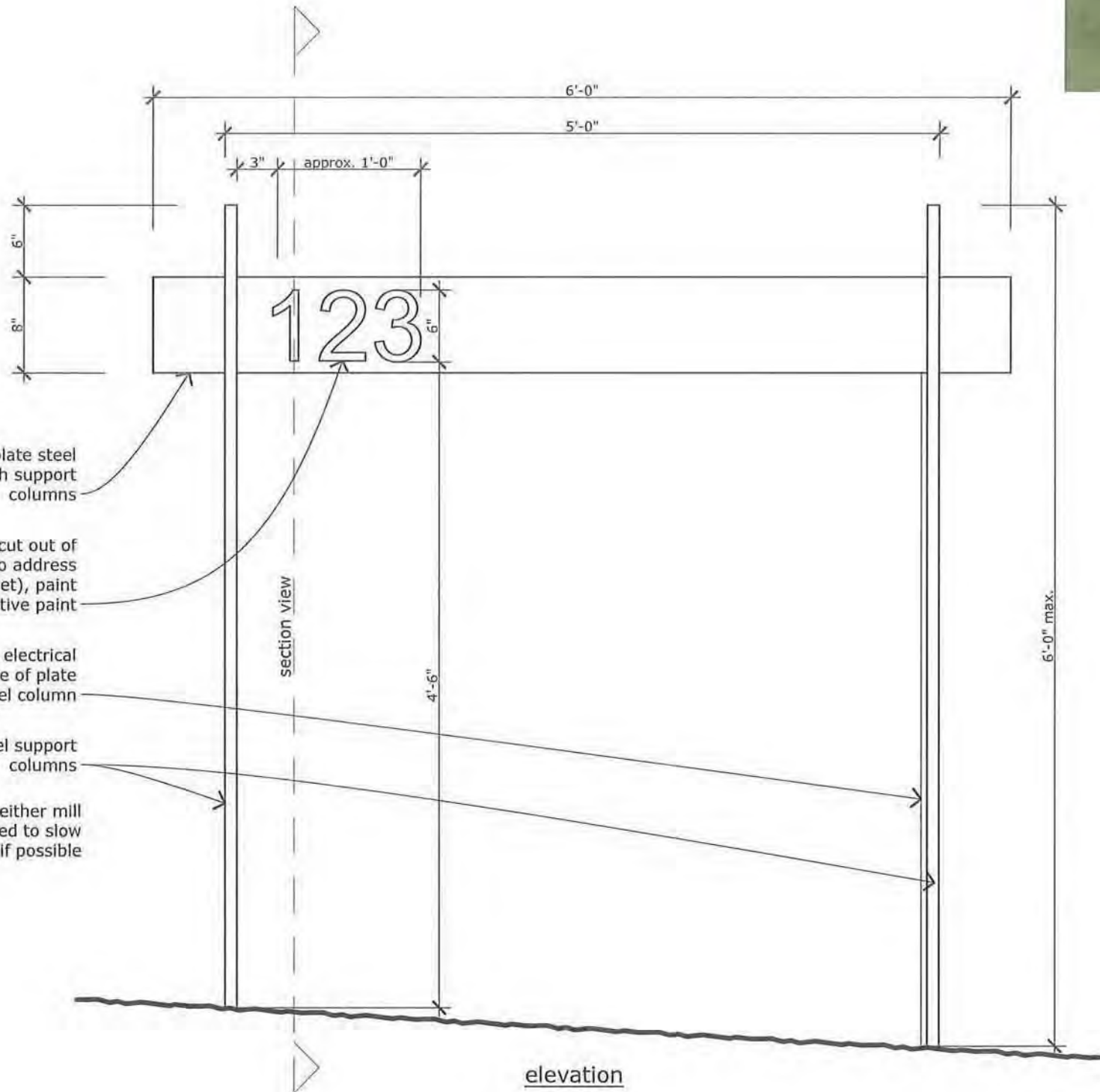
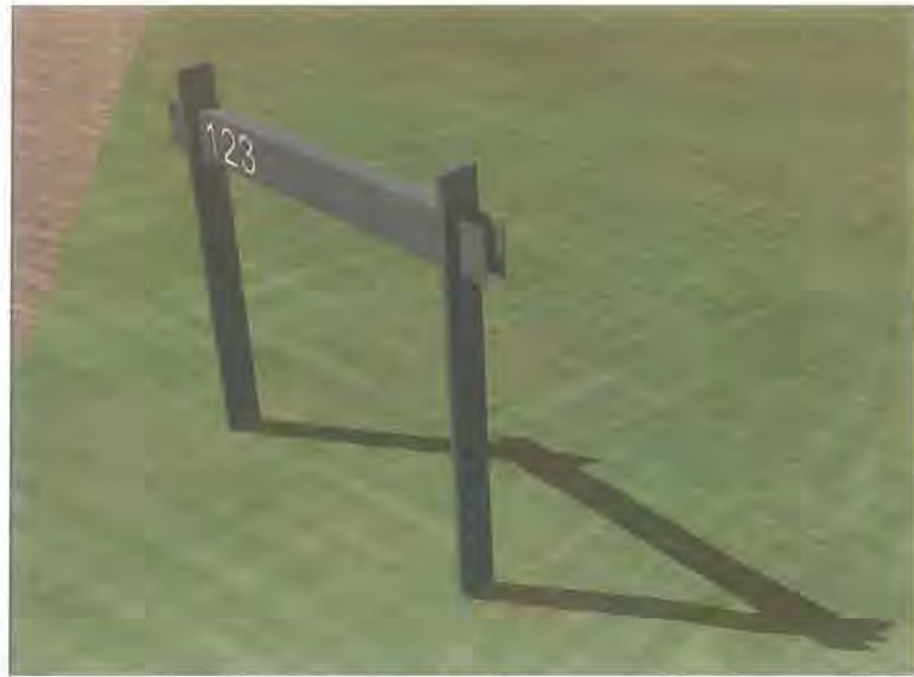
A2.1
site + utility plan

copyright 2015 - printed 11/20/15

2017 \volumes\present\Valaika\Drawings + Consultants\Architectural\Valaika DRB model_ model.pln

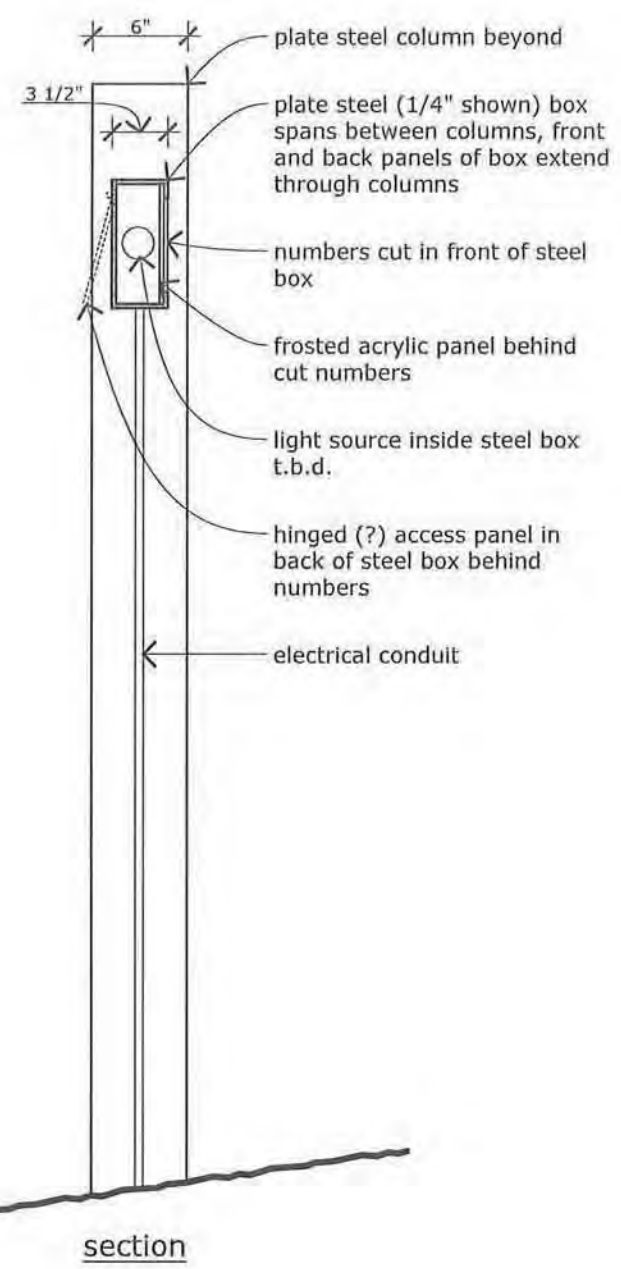
TELLURIDE FIRE PROTECTION DISTRICT
 PO BOX 1645
 TELLURIDE, CO 81435
 (970) 728-3801

*Accepted as drawn
 Nov 20, 2015
 J. Bepko*



- front & back of plate steel box punch through support columns
- address numbers cut out of plate steel (no address assigned yet), paint numbers w/ reflective paint
- minimally-sized electrical conduit runs up middle of plate steel column
- 1" plate steel support columns
- note: all steel will be either mill scale finish, treated to slow rusting, or bonderized, if possible

perspective



one architects inc

post office box 3442
 220 e colorado #220
 phone 970 728 8877
 fax 970 728 8848
 onearchitects.com

VALAIKA RESIDENCE

Bill + Karen Valaika
 lot 421
 telluride mountain village
 colorado, 81435

title: address monument

scale 1" = 1'-0",
 1:178.68

date: 11/20/15

drawn by: bronwen

issued for: review

2.01



PLANNING & DEVELOPMENT SERVICE
PLANNING DIVISION
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

Agenda Item #17

TO: Town Council
FROM: Dave Bangert, Town Forester
FOR: Town Council meeting on January 21, 2016
DATE: January 12, 2016

RE: Consideration of a Motion to Allow for temporary construction staging in the Touchdown Drive Road Right-of-Way Adjacent to Lot 421

PROJECT GEOGRAPHY

Legal Description: Lot 421, Telluride Mountain Village
Address: 234 Touchdown Drive, Mountain Village, Colorado
Applicant/Agent: One Architects
Owner: Val Telluride, LLC
Zoning: Single Family
Existing Use: Vacant Lot
Proposed Use: Single Family
Lot Area: 1.02 acres
Adjacent Land Uses:

- **North:** Single Family
- **South:** Single Family
- **East:** Single Family
- **West:** Single Family

ATTACHMENTS

- Exhibit A: Construction Mitigation site plan

BACKGROUND

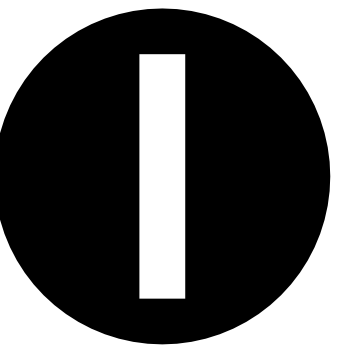
The applicant has submitted a Design Review Process development application in accordance with the Community Development Code (CDC). This application for a new single family home on Lot 421, 234 Touchdown Drive received approval from the Design Review Board at their January 7, 2016 meeting. The applicant is proposing temporary construction staging in the Touchdown Drive Right-of-Way in front of the new proposed single family home on Lot 421.

The Town owns the Touchdown Drive Road Right-of-Way, with the Council allowed to grant a license agreement for temporary construction staging in the RROW at its sole discretion. Staff would note that the Public Works Department believes that the temporary construction staging will not be adversely affected by snow plowing activities over the winter, with the license agreement protecting the Town from any damages to the Road Right-of-Way during the temporary use of the RROW for construction staging.

RECOMMENDATION

Staff recommends the Town Council approve a motion to enter into a license agreement with the owner of Lot 421 to allow for temporary construction staging in the Touchdown Drive Road Right-of-Way, with the following proposed motion:

“I move to pass a motion to enter into a license agreement with the owner of Lot 421 to allow for temporary construction staging in the Touchdown Drive Road Right-of-Way for the construction of a new single family residence located on Lot 421. Such license agreement shall be approved by the Town Attorney’s office and shall be executed by the Owner prior to issuance of a building permit”



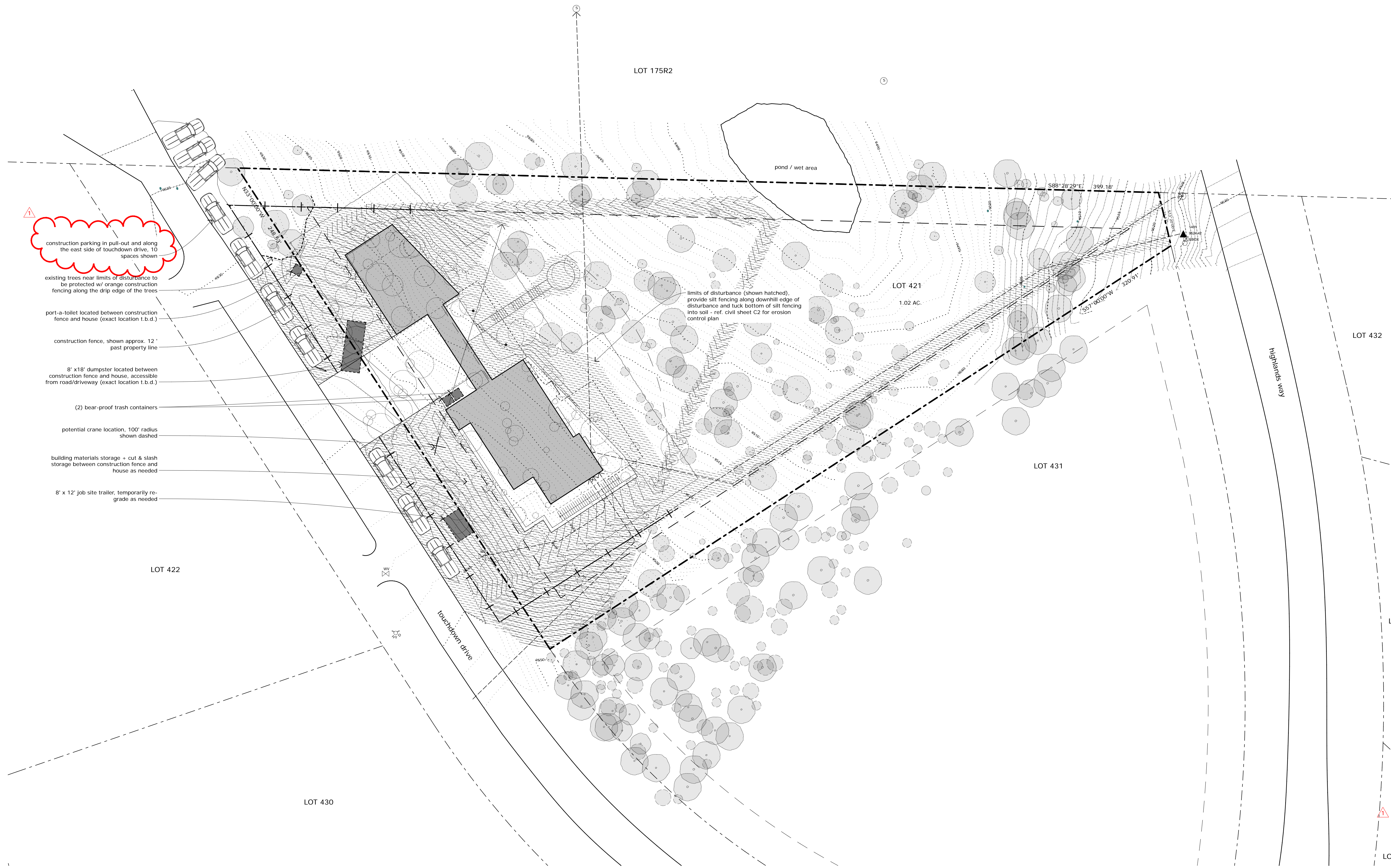
one architects inc

post office box 3442
220 e. colorado ave. suite 220
p.970.728.8877 f.970.728.8848
www.onearchitects.com
contact: bruce/jodie/brunwen/josh

BILL & KAREN VALAIIKA

lot 421 Mountain Village
san miguel county, colorado

VALAIIKA RESIDENCE



1 construction mitigation plan
scale: 1" = 20'

issues:
development application 11/24/2015
revisions to development application 1/7/2016

LOT 434

A2.2
construction mitigation plan
copyright 2016 - printed 1/6/16



**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

Agenda Item No. 18

TO: Town Council
FROM: Glen Van Nimwegen, Director
FOR: Meeting of January 21, 2016
DATE: January 14, 2016
RE: Scope of Proposed Amendment to the Town Hall Subarea Plan of the Mountain Village Comprehensive Plan

DISCUSSION

The Town Hall Center Subarea Plan is a chapter of the Mountain Village Comprehensive Plan that sets the principles, policies and actions for our specific part of Mountain Village which includes town hall, the fire station, Mountain Village Boulevard, Village Court Apartments, the future medical facility and other surrounding properties. A lot has happened since this important chapter was published in June of 2011.

Staff has drafted the attached Memorandum of Understanding to serve as an agreement on the process, which we intend to share with representatives of TMVOA and TSG. Our partners own land within the subarea and this will be an opportunity to define appropriate uses for those parcels.

The Memorandum also lays out the scope, goals and timeline for the public process.

RECOMMENDATION

Staff would like Council's input on the scope and process as we have laid it out. If Council is in agreement we will seek approval of TMVOA and TSG.

MEMORANDUM OF UNDERSTANDING

TOWN HALL CENTER SUBAREA PLAN

- Date: November 30, 2015
- Between: The Town of Mountain Village, Telluride Mountain Village Owners Association, and Telluride Ski and Golf, which represents the governing body on land use matters and major land owners within the Town Hall Center Subarea (the “Principals”).
- Regarding: Defining and engaging in the process to determine the highest and best use for the Town Hall Center Subarea? It shall include the Principals, hired expert consultants along with representatives of neighboring property owners and comments from the general public. The conclusion of the process shall result in a recommendation to the Mountain Village Town Council for an adoption of an amendment to the Town of Mountain Village Comprehensive Plan, Town Hall Center Subarea Plan.
- Background: The principals wish to equally participate in further evaluation of the Town Hall Subarea to answer development questions posed by the comprehensive plan and the Town Hall Task Force. The plan must be flexible enough to allow for changes as the site develops, yet give reasonable assurance to surrounding property owners of the scale, impacts and mitigation of the possible development. The update should consider land use and transportation changes planned and proposed for the area since its original adoption in June, 2011 including but not limited to:
- Sale of a land condominium unit to the Telluride Hospital District for the future construction of the Telluride Medical Center;
 - Opportunity for employee housing within the Town Hall Subarea;
 - Potential creation of ski school within the Town Hall Subarea;
 - Realignment of Mountain Village Boulevard to optimize use of lots 1007 and 1008;
 - Highest and best uses for TMVOA, TSG and Town owned parcels;
 - Roadway improvements to Mountain Village Boulevard to provide better access to the subarea;
 - Parking supply and demand;
 - Required utility extensions needed to serve the mixed use core;

- Possible reconfiguration of Lift 10 to provide access to proposed ski school, the Town Hall Center and from the Meadows Sub Area.
- Evaluate cost-benefits of energy improvements such as a central boiler for heat and domestic hot water, solar energy or a Combined Heating and Power (CHP) system for future developments within the Town Hall Subarea.
- An urban design that accentuates walkability.
- Address recommendations of the Town Hall Task Force including improved trail access from the Meadows and incorporating a town pocket park within the Town Hall Subarea. See Exhibit A for the complete list of recommendations.

Method: The principals shall agree to a scope of work and once it is agreed upon, create and submit a Request for Proposal from qualified consultants to assist in the process. The fee for the consultant shall be split equally among the Principals paying their respective percentages upon within 10 days of receiving a invoice from the hired consultant. Selection criteria shall be based on the firm’s experience in the above outlined issues and scope of work in a similar ski-based economic environment and a proven track record of reaching consensus among differing interests.

Process: The chosen consultant will propose a public outreach process that will utilize all forms of communication appropriate to reach part time and full time residents; workers and customers of the Town Hall Subarea in order to receive the broadest range of public input possible.

Oversight: A committee made up of representatives of the principals; affected residents and other stakeholders chosen by the principals shall vet all proposals for the subarea, and provide a recommendation to the Design Review Board and Town Council. The oversight committee shall not exceed nine participants:

- Two representatives from each of the Principals;
- Three affected residents chosen by the principals; and
- Three representatives from stakeholders within the community at large representing sectors such as affordable housing, business or medical care.

The oversight committee shall be chaired by the Mountain Village Planning Director, who shall be responsible for organizing meetings, providing materials and agendas for meetings and other technical tasks; however, each Principal acknowledges that it shall provide the Planning Director with timely responses and requests for information.

Timeline: Approximately nine months beginning in January, 2016.

Next Steps: Agree to scope of work, draft and advertise RFP; form committee and bylaws; interview consultants; prepare three party contract; complete process; recommendation to DRB and Town Council for consideration of amendment to the comprehensive plan.

Agreed to in principle:

Town of Mountain Village Date

Telluride Mountain Village Owners Association Date

Telluride Ski and Golf, Inc. Date

Exhibit A: Recommendations from the Town Hall Center Subarea Task Force

Marti Prohaska made the following motion:

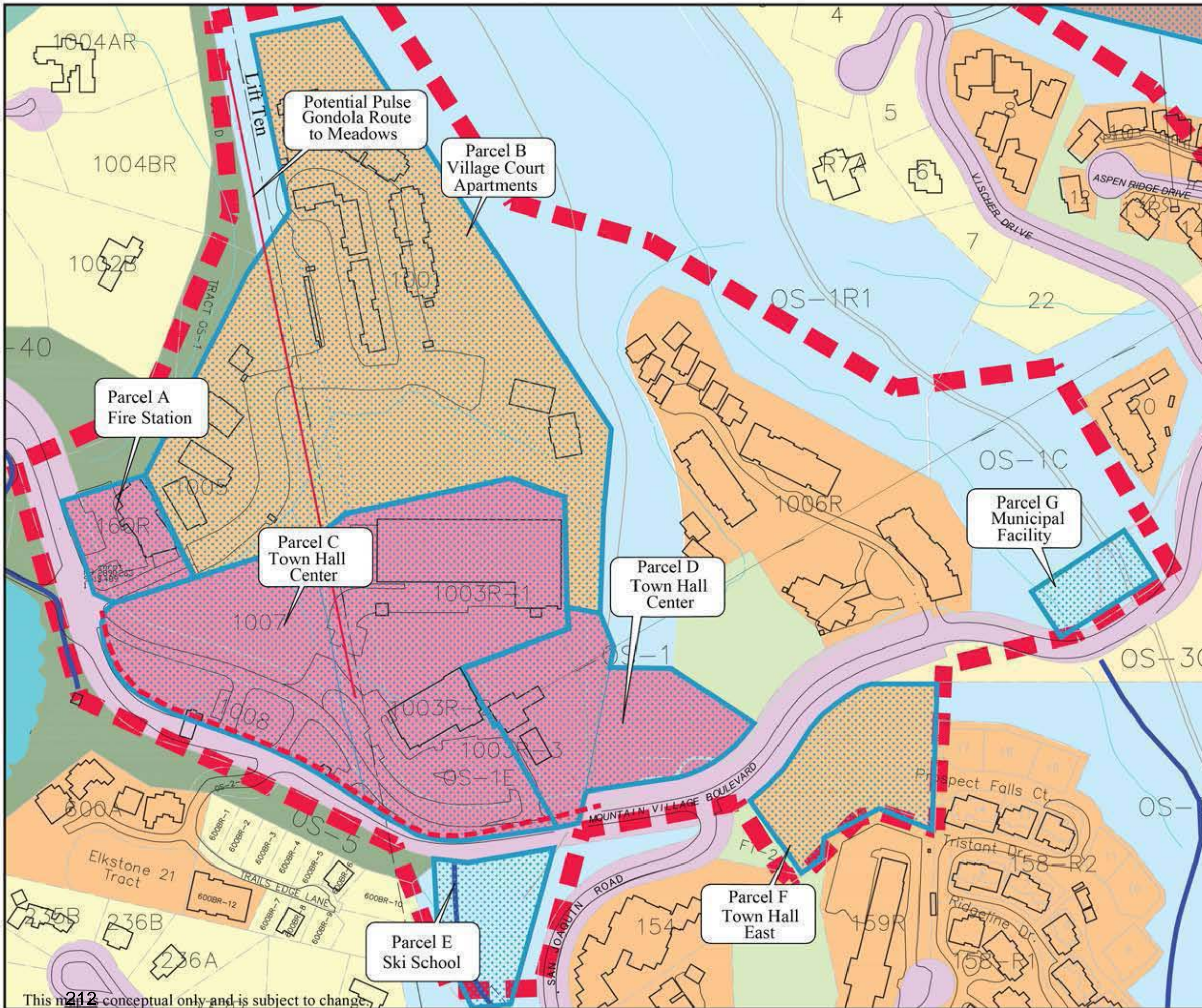
I move the Task Force recommend that the Town Council and DRB consider the following elements during the conceptual worksession as previously outlined by Jim Mahoney:

1. The DRB and Council should consider the impacts of staging and construction on the Town, including such issues as quality of life, traffic, parking and impact on businesses and residence.
2. DRB and Town Council should consider the aesthetics of the building pursuant to the Design Regulations to ensure that the building fits within the design of the area and Mountain Village. Being a visible building on a ski run the DRB should ensure that the building is designed and follow the Design Regulations especially for most visible elements of the project.
3. The DRB and Council should consider improved trail access throughout the area including ski in ski out access. The DRB and Council should also address the maintenance of the main ski-in/ski out access to the parking garage.
4. The Town should explore the provision of the current or a new trail alignment from VCA and Town property to the existing sidewalk along Mountain Village Boulevard.
5. The DRB and Town council should consider addressing shared responsibilities and costs at the parking structure and surrounding areas impacted or used by the development. Especially esthetics and safety issues which impact the development.
6. The provision of a landscaping buffer on the east side in between the development and the Double Cabin Ski Run. The applicant should work with TSG for an easement or other permission for added landscaping on TSG land.
7. The preservation of as much of the existing vegetation in the surrounding area as possible. The applicant should also work with the Town and surrounding land owners to install pocket parks or other usable spaces.
8. The provision for shielded exterior storage areas for bikes and other equipment.

9. The provision of a more detailed short-term and long term bear-proof trash/recycling plan that explores a combined facility with the new medical center.
10. The provision of a park for residents either on Town land or an expanded park at VCA.
11. The provision of adequate storage spaces for the units.
12. The provision for an onsite manager for the future management of the property to enforce maintenance, aesthetics and occupancy.
13. The evaluation of wetlands pursuant to the Wetland Regulations for the north building and the fire access through VCA.
14. The Town should carefully craft a development agreement to look at oversight of occupancy, and other issues affected by the development .

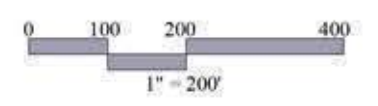
Steve Togni seconded the motion which passed by a unanimous motion of the Task Force present, with members Delves and Barth not attending the meeting.

Town Hall Center Subarea Plan Map



Legend

- Subarea Parcel Boundary
- Civic
- Mixed-Use Center
- Multiunit
- Municipal Public Works
- Single-Family and Duplex
- Passive Open Space
- Limited Use Golf Course Active Open Space
- Full Use Ski Resort Active Open Space
- Limited Use Ski Resort Active Open Space
- Resource Conservation Active Open Space
- Right-of-Way and Access Active Open Space
- Existing Trail
- Proposed Trail
- Existing Sidewalk
- Proposed Sidewalk
- Subarea Boundary



Memo

Agenda Item #20.a.

To: Mayor and Town Council
From: Dawn Katz, Director
Date: January 2016
Re: Mountain Munchkins Semi-Annual Staff Report

SUMMARY

1. Mountain Munchkins Preschool has started the second year of training on the Pyramid Plus Model. This social-emotional tool focuses on the teacher to create a positive learning environment. Certification in this nationally recognized program will not only serve to improve our program(s), but also increase leverage when applying for grants.
 - a. During this 18-month training, requirements include two full day trainings, three half day mini trainings, and working with a coach monthly to help implement this tool. These requirements have been completed.
 - b. A leadership team comprised of the coach, teachers and a parent has been formed to review our assessment and help create an action plan with strategies and goals.
 - c. Six leadership meetings and eight staff meetings have been held so far to ensure these requirements are being met.
2. Mountain Munchkins is participating in the second observational study on Prevent, Teach, and Reinforce for Young Children (PTR-YC) study for challenging behavior. PTR-YC is a research-based strategy designed to reduce challenging behaviors of young children in preschool, early education and child care settings. In addition, the study helps the teachers assess and evaluate their teaching practices and environment. The lead teacher will attend a three day training on this study in February.
3. In September 2015, Mountain Munchkins received a level two rating through the Colorado Shines program. Colorado Shines is a quality rating and improvement system used to assess, improve and communicate the level of quality in early care and education programs. Munchkins will begin working toward the level three status beginning February 2016.
4. As of November 30, 2015, revenues were up approximately three percent and expenses were down by eleven percent. This resulted in an approximate 72 percent savings in the approved subsidy in the 2015 budget!
5. The Infant Program is at 100 percent occupancy with a wait list. Most of the families on the wait list are Town of Mountain Village residents.
6. The Toddler Program is full. In 2015, Munchkins separated the one year old toddlers and two year old toddlers in to their own classrooms. This allows Munchkins to enroll a few more children and helps in creating developmentally appropriate activities for each age group.
7. The Preschool Program is at 95 percent occupancy as space is being held for toddlers moving over this winter.
8. To date, Mountain Munchkins has received \$41,000 in grant money from *Just For Kids*, the *Telluride Foundation* and *CCAASE* for the 2016 cycle. This funding will help to assist our scholarship program, continuing education costs, new surfacing for the toddler playground and to help offset infant care expenses. Munchkins also participated in the Telluride Gives program and the Red Ball Express to help raise money for materials and supplies.

DEPARTMENT GOALS

1. Assure facility operates within licensing guidelines.
2. All daycare operations are properly supervised.
3. Assure staff completes all continuing education requirements to ensure excellence of the programs.
4. Operate within the annual budget.
5. Continue grant funding and fund raising efforts to offset the Town subsidy.
6. Assess and evaluate each child's development in the toddler and preschool programs.
7. Create and maintain strong family partnerships within the program.
8. Replace paper towels in each facility with wash cloths to reduce waste.

DEPARTMENT PERFORMANCE MEASURES

1. All staff and employee files are current within 30 days of enrollment/employment. Staff to child ratios are maintained 100 percent of the time. Fire, Health and State inspections are current and on file; any violations are corrected within five business days.

All files are current, ratios are maintained, and no major violations have occurred. The state inspector was in for her annual visit in August 2015.

2. Play areas and equipment are inspected daily; unsafe materials discarded immediately. Fire/Evacuation drills are conducted monthly. All policies and procedures are current with the State of Colorado Rules Regulating Child Care Centers.

Munchkins will purchase additional playground surfacing in the spring of 2016 for the new playground expansion.

3. All staff is current on required training, continuing education and formal education courses. Through grants, staff shall seek and successfully complete formal early childhood college courses.

Dawn Katz is currently enrolled at Ashford University finishing up a Bachelor's Degree in Art, majoring in Early Childhood Education Administration. Set graduation date is May 23, 2016. Dawn is director certified and has over 12,000 hours of classroom experience. Preschool lead teacher Elizabeth Forsythe is currently enrolled in college finishing a Bachelor's Degree in Special Education. The supervisor in the infant/toddler rooms Brooke Ruggles has enrolled at Penn Foster to complete an Associate's Degree in Early Childhood Education.

4. Offset payroll expenses by staffing according to ratios and daily enrollment. Offset operational expenses through parent donated snacks, supplies, and equipment, grants, and fund raising. Department year end expenditure totals do not exceed the adopted budget.

As of November 30, 2015, revenues were up approximately three percent and expenses were down by eleven percent.

5. Pursue grant opportunities to offset operational costs. Pursue and coordinate fund raising opportunities to offset operational costs.

Requested grants and potential fundraiser revenue for 2016:

Telluride Foundation Grant:	\$30,000 (confirmed)
Just for Kids Grant:	\$6,000 (confirmed)

CCAASE Grant:	\$5,000 (requested)
Red Ball Fundraiser:	\$875
Telluride Gives	\$575
Touch-A-Truck:	<u>\$13,000</u>

TOTAL: *\$55,450 (potential)*

- All enrolled toddlers and preschoolers will be observed and assessed in all areas of development. Staff will conduct parent-teacher conferences to discuss child’s progress and pursue additional services if needed.

This school year, Mountain Munchkins is required to assess all preschool children receiving assistance through the Colorado Preschool Program or that may qualify for special education services (using Teaching Strategies Gold) that will attend kindergarten in the fall. The Teaching Strategies Gold is a research-based, in-depth look into every developmental domain. This assessment tool guides instruction, measures growth over time and pin-points areas in a child’s development that need more attention. The first round of conferences for preschoolers was offered in December 2015.

Conferences are offered twice a year in the preschool. The infant and toddler room supervisor has completed developmental checklists on all the children enrolled. Conferences are being offered this month.

- Serve as a community resource for families in our community. Offer families opportunities to be part of their child’s early learning experience. Communicate with families about their child’s development and how the program operates. Be available for conferences on an as needed basis. Forward all parenting education opportunities to our families. Utilize child development professionals to observe and access our program and make improvements based on their assessments.

Through our Pyramid Plus trainings, we will offer helpful parent newsletters and informational meetings to encourage and support our pyramid efforts. In October 2015, Munchkins hosted a fall festival night for children and their families.

I continue to advocate for early childhood education regionally. I am the board president for Bright Futures for Early Childhood and Families. This organization serves the needs of children from birth to age five in San Miguel, Ouray, Delta and Montrose counties, and supports quality childcare and education as well as health, mental health and family concerns. I also sit on the Colorado Preschool Program Council. The Council assures that at-risk children in our community have access to high quality pre-school programs.

Programs who offer Colorado Preschool Program (CPP) spots to at-risk children must meet a set of criteria set forth by the Colorado Department of Education. 30 percent of enrolled preschoolers are considered “at-risk” and are receiving CPP and Special Education services.

- Replace paper towels in each facility with wash cloths to reduce waste.

Mountain Munchkins has replaced paper towels with wash cloths in both centers. The State has also approved the use of environmentally friendly cleaning products. Mountain Munchkins has switched to an environmentally friendly cleaning product called Pure 24. It claims to kill 99.9 percent of all germs. We have also placed recycling bins in each classroom and encourage staff to recycle whenever possible.



**TOWN OF MOUNTAIN VILLAGE
TOWN MANAGER
CURRENT ISSUES AND STATUS REPORT
JANUARY 2016**

1. Great Services Award Program

- **December Great Services Award:**
 - **Drew Harrington** – Building Department, for outstanding oversight, assistance and follow-up with solar installations on the gondola terminals – **WINNER FOR OCTOBER**

2. Medical Center

- Meeting with Army Corps of Engineers and Environmental Protection Agency in Durango on January 14th together with David Reed, the Medical Center and a new wetland consultant from our water consultant Bikis Water Consultants in Durango
- This meeting was with our new case manager Kara Hellige since our previous case manager retired from the Corps
- An update will be provided during our executive session at the January 21st meeting

3. TSG Items

- The boiler replacement at the Gondola Plaza was completed in December and the snowmelt system has been up and running since the completion
- Town will continue to work with TSG to get the Gondola Plaza Maintenance Agreement in place for improvements going forward
- Town Manager is working to reschedule quarterly meetings with TSG including the new Partner and CEO Bill Jensen
-

4. Budget Preparation

- Budget revision and adoption for 2015 and 2016, respectively, were completed at the December 10th Council meeting
- A proposed budget timeline is being presented to Council at the January meeting. It is envisioned that this will include input from Council from their retreat to be scheduled in the first quarter together with some top-down direction to staff from the budget committee also in the first quarter of 2016

5. Crown Castle and Cell/Data Upgrade

- Crown Castle is continuing to work with TSG, FAA and Town for the summer 2016 installation of a macro-tower located on Coonskin Ridge

- Met with Crown Castle on January 13th to discuss the Franchise Agreement for the installation and operation of the small cell solutions (SCS) network
- Once the Franchise Agreement is acceptable in form to both parties, it will be agendaized for Council's consideration (tentatively prior to the summer)
- Crown Castle may then begin negotiations for providers to utilize their system of micro towers for co-location
- Council and DRB will subsequently be asked to review the installation plan including locations and appearances

6. Miscellaneous

- Conducted two RTA meetings, December 9, 2015 and January 11, 2016 to continue to work through substantive issues with the goal of placing ballot question(s) on the November 2016 ballot (SMC, Telluride and Mountain Village)
- Met with Mayor Jansen, Councilman Dan Caton, Kevin Swain and Sue Kunz to begin developing a scope of work for Council's consideration regarding a Benchmarking Study. We will agendaize this for the February meeting
- Continue to work with the developer of Lot 640A to find a path forward to the development of workforce housing
- Completed all employee evaluations the first week of December with revised/new goals and measurements being completed by the end of January for 2016
- Continue to meet periodically with the developer for the Mountain Village Hotel on Lot 109R to discuss process, timing and expectations
- Hosted the Trifecta Dinner at Hotel Madeline with San Miguel County, Town of Telluride and Town of Mountain Village with forty-eight attendees

Date: 1/15/2016
To: Mayor & Town Council
From: Jackie Kennefick, Director of Administration/Town Clerk
RE: 2017 Budget Grant Process

HISTORY:

Mountain Village incorporated as a town in 1995, and there is evidence of some level of grant funding annually since at least 2001. From 2004-2006, the Telluride Foundation received \$25,000 annually to distribute as directed by the grant committee. They were paid support fees and solicited, compiled and administered the grants for the Town. The Mayor, Mayor Pro-Tem and the Town Manager served as a subcommittee to determine the disposition of funds each year. A mission statement and guidelines were drafted and approved by Town Council in order to clarify the decision making process. The Telluride Foundation was involved in grant administration through December 2010 for the 2011 budget. Around 2009, a joint funding committee was formed with TMVOA to review the applications both organizations had received.

MISSION STATEMENT:

The Town of Mountain Village is committed to financially supporting tax-exempt organizations, such as a 501(c)3, which provide the community with services that directly support social welfare and programming for at-risk youth in our region.

GUIDELINES:

1. All recipients of town grants must provide a status report to the town by September of the following year. Organizations awarded a grant in the prior year's grant round which have not submitted a progress report by the required deadline are ineligible for a grant in the current year.
2. Current types of support include: general operating support; existing and new programs and projects; equipment; conferences and seminars; consulting services; matching funds; technical assistance; start-up funds; and joint requests from multiple applicants.
3. Current restrictions on funding include: building/renovation; capital campaigns; endowment funds; debt reduction. ;legal fees or past operating deficits; fellowships or other grants to individuals; loans, non-educational publications; litigation, political campaigns, operating support for organizations that conduct lobbying or political action campaigns; or economic development.
4. Capital costs shall be defined as those expenditures associated with the construction of any building or edifice, including costs related to preliminary studies, overhead, planning and design costs, architectural fees, engineering fees, and any other so-called "soft costs", including development, fundraising and other initial costs of a capital campaign.
5. The Town will prioritize requests that directly benefit Mountain Village residents and employees.

PROCESS:

Process has varied over the years. Most formal process when Telluride Foundation administered grants. We would need to develop a process going forward. Do we want to solicit applications? Where to advertise (website, newspaper)? Deadlines for applications, review process would need to be established. Process should also include how to administer the grants awarded.

GRANT COMMITTEE MEMBERS:

Past Committee consisted of the Mayor, the Mayor Pro-Tem and the Town Manager. For several years these same designees met with TMVOA designees as a joint committee to review applications received by both organizations.

TMVOA:

Council is conscious about the concept of “double dipping” – when organizations request funds from both the Town and TMVOA and want to ensure this does not happen by putting procedures in place. If the granting guidelines are unique, it may be easy to share information on funding requests between the two organizations, or a more formal committee may be put in place.

BUDGET :

Council to determine grant budget. Do you want to determine a level of funding in advance or determine funding level once applications are reviewed?

ATTACHMENTS:

Minutes from budget meetings regarding grant funding 2011-2014
Spreadsheet showing previous grant requests and funding levels
2007 Grant Book Table of Contents
2007 MVOA Grant Funding Request Spreadsheet
2010 Memo Re: 2011 Grant Awards
TMVOA Current Grant Process – Policy, Application, Follow-up Reports

Subject: Minutes Research

**TOWN OF MOUNTAIN VILLAGE TOWN COUNCIL SPECIAL BUDGET MEETING MINUTES
OCTOBER 28, 2011**

Community Support Grants

Kevin Swain stated that three programs have survived the cuts: Watershed funding for River Ranger project at \$4000, San Miguel Resource Center at \$15,000 and The New Community Coalition at \$40,000 which is a reduced amount from the last 2 years. Also the "Home Safe Program" in the Dial a Ride budget is funded as well as the Juvenile Diversion Program in the Police Department. Historically there has been a committee to decide but with limited funds available, this year the grant funding was determined in consultation with the Mayor. Mr. Swain clarified that MTI is funded through the tourism fund with business license fees.

**TOWN OF MOUNTAIN VILLAGE TOWN COUNCIL SPECIAL BUDGET MEETING MINUTES
October 17, 2012**

Community Grants

Kevin Swain presented the budget for Community Grants. Mr. Swain stated that the amount has come down to a very limited group of receivers. This year in the grant and contributions the extended fall service contribution for Gondola was added. Also included are a water shed and river contribution at \$4000, San Miguel Resource Center at \$15,000, Eco Action Partners for \$40,000 and the Regional Juvenile Diversion Program. Council requested moving the Gondola funding to the Tourism Fund. Mr. Swain was directed to consult Chief Broady regarding moving the Regional Juvenile Diversion grant out of the Police Department budget and into Community Grants

**TOWN OF MOUNTAIN VILLAGE TOWN COUNCIL SPECIAL BUDGET MEETING MINUTES
October 16, 2013**

Community Grants - Currently the Town funds the following entities: Eco Action Partners, San Miguel Resource Center, San Miguel Juvenile Diversion Program, and San Miguel Watershed Coalition. Council directed staff to agendize a work session to discuss the approach on grant funding at a future Council meeting. Council discussion ensued regarding a request by Eco Action Partners Director Kris Holstrom to increase the grant amount from \$30,000 to \$40,000 in the 2014 Budget. Council consensus was to keep the amount at \$30,000.

**TOWN OF MOUNTAIN VILLAGE
SPECIAL BUDGET MEETING MINUTES
OCTOBER 8, 2014**

Community Grants

Kevin Swain and Chief of Police Chris Broady presented the budget. The four groups supported with grants are the San Miguel Juvenile Diversion Program (MJDP) San Miguel Watershed Coalition (SMWC). San Miguel Resource Center (SMRC) and Eco Action Partners (EAP). Council discussion ensued. Council directed staff to budget EAP at \$36,500, SMRC at \$16,000, SMJDP at \$10,000 and SMWC at \$4,000.

Organization	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	Total
Adaptive Sports	-	-	-	-	-	8,500	5,000	5,000	6,000	6,000	-	7,600	5,000	5,000	7,500	55,600
Bright Futures	-	-	-	-	2,500	2,500	2,500	10,000	8,000	8,000	10,000	-	-	-	-	43,500
Fen Partnership	-	-	-	-	5,000	10,000	10,000	10,000	-	-	-	-	-	-	-	35,000
Home Safe	-	-	-	-	11,500	11,500	12,000	11,920	7,500	7,500	5,000	5,750	-	-	-	72,670
Horizon Program	-	-	-	-	-	-	3,000	3,000	3,000	3,500	2,500	2,500	-	-	-	17,500
Juvenile Diversion	10,000	-	7,500	7,500	7,500	7,500	5,000	3,500	3,500	3,500	3,000	3,000	-	2,573	-	64,073
Midwest Colorado Mental Health	-	-	-	-	2,000	2,000	-	-	-	-	4,000	2,000	-	-	-	10,000
Misc. Grants	-	20,795	-	25,000	500	10,000	-	5,115	500	8,500	8,500	-	-	1,100	4,004	84,014
Montessori School	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	-	25,000
New Community Coalition	-	-	-	-	-	-	-	15,000	-	-	-	-	-	-	-	15,000
One to One Mentoring	-	-	-	-	5,000	5,000	7,500	7,000	7,000	6,000	5,000	5,000	5,000	-	5,000	57,500
SM Sustainable Resources	36,500	40,000	40,000	40,000	45,000	50,000	55,000	55,000	42,000	892	10,000	-	-	-	-	414,392
SMRC	16,000	15,000	15,000	15,000	15,000	15,000	10,000	10,000	8,000	8,000	8,000	5,000	5,000	-	8,687	153,687
Tride Foundation - Early Childhood	-	-	-	-	-	-	-	-	18,000	-	-	-	-	-	-	18,000
Tride Foundation - OneTelluride	-	-	-	-	5,000	5,000	10,000	10,000	-	-	-	-	-	-	-	30,000
Try-it Program	-	-	-	-	-	-	-	940	1,390	1,187	4,395	3,101	-	-	-	11,013
University Centers of San Miguel	-	-	-	-	5,000	5,000	2,000	2,000	3,500	-	-	-	-	-	-	17,500
Water Quality Pogram	4,000	4,000	4,000	4,000	4,500	4,500	4,500	4,000	-	-	-	-	-	-	-	33,500
Wright Stuff Community Foundation	-	-	-	-	5,000	5,000	10,000	-	-	6,000	5,000	-	-	7,500	18,313	56,813
	66,500	79,795	66,500	91,500	113,500	141,500	136,500	152,475	108,390	59,079	65,395	33,951	15,000	41,173	43,504	1,214,763
Tride Foundation Fees Paid	-	-	-	-	1,500	1,500	1,500	-	-	1,350	1,350	750	-	-	-	7,950

Town of Mountain Village
2007 Grants
Table of Contents

Tab #	Organization	Req Amt
1	Bright Futures	\$10,000
2	Habitat for Humanity of the Telluride Region	\$50,000
3	The Horizen Program	\$3,500
4	One to One	\$7,500
5	Michael D. Palm Theatre	\$8,000
6	San Miguel & Ouray Juvenile Diversion	\$3,500
7	San Miguel Resource Center	\$10,000
8	Telluride Academy	\$5,000
9	Telluride Adaptive Sports Program	\$8,500
10	Telluride Community Television	\$30,000
11	Telluride Youth Soccer Club	\$5,000
12	Telluride Medical Center	\$6,500
13	Telluride Ski & Snowboard Club	\$10,000
14	University Centers of the San Miguel, Inc.	\$3,500
15	Young Life	\$5,000
		\$166,000

Mountain Village Owners Association

2007 Grant Requests

Organization	2007	2007	2007	2007	2007	2007	Nature of Support	2006	2006	2005	2005
	Cash	VIK	Gondola	Cash Recom	VIK TCC Recom	VIK Gond Recom		Act Cash	Act VIK	Act Cash	Act VIK
Benchmark Tournament		\$11,820			\$12,650		To support the 2007 Benchmark closing dinner at TCC.	\$0	\$15,040	\$ 7,200	\$ 18,200
Marketing Telluride Inc.		\$1,250			\$1,250		To host MVI's annual meeting at the TCC.		\$1,250		
MountainFilm in Telluride	\$15,000	\$35,000		\$25,500	\$24,500	\$1,600	To subsidize the MOUNTAINFILM Festival presentations in the Mountain Village.	\$10,000	\$24,230	\$ 20,000	\$ 17,280
Palm Theater	\$39,380			\$5,000			Four shows including musicals, concerts, and dance.				
Pinhead Institute	\$20,000	\$17,675		\$17,500	\$22,000		To produce the Pinhead Town Talk summer science lecture series and one group event at the TCC.	\$15,000	\$21,285	\$ 18,600	\$ 17,160
San Juan Field School	\$10,000	\$9,518		\$3,000	\$9,518		To support the San Juan Avalanche Education Project.	\$0	\$51,550	\$ 10,000	\$ 10,783
San Miguel Resource Center	\$1,680	\$8,250	\$400	\$1,680	\$10,500	\$400	To support the 2007 Chocolate Lover's Fling	\$1,500	\$8,650	\$ 1,500	\$ 6,455
Second Chance Humane Society		\$7,300			\$7,300		To support the Fur Ball event at TCC.	\$0	\$6,000		
Telluride Adaptive Sports Program	\$10,000	\$10,422		\$10,000	\$6,170		To support the Expand your Horizons and Special Olympics events.	\$1,000	\$0	\$ 12,500	\$ -
Telluride AIDS Benefit		\$14,650	\$400		\$16,150	\$400	To support the 2007 Telluride AIDS Benefit at TCC.	\$0	\$15,050	\$ 1,000	\$ 6,865
TCTV	\$30,000			\$30,000			TCTV preapproved funding request			\$ -	\$ -
Telluride Choral Society		\$6,500			\$6,550		To support the 4th Annual Auction Gala Concert.	\$0	\$5,000	\$ -	\$ 3,400
Telluride Council for the Arts and Humanities	\$11,000	\$6,530		\$11,000	\$8,530	\$800	(1) To support the small grant and artist fellowship: \$11,000 and (2) to support the Beaux Arts Ball at the TCC: Cash \$1,000 and \$9,330 VIK.	\$1,000	\$5,730	\$ 1,500	\$ 4,175
Telluride Dance Academy	\$13,670			\$10,000			To support the Summer Dance programs.	\$6,000	\$0		
Telluride Film Festival	\$115,000	\$33,155		\$57,500	\$22,290	\$4,000	(1) Core support for the Telluride Film Festival \$57,500 cash and (2) \$29,405 VIK.	\$57,500	\$20,705	\$ 65,000	\$ 23,200
Telluride Foundation Latino Initiative	\$7,500			\$10,500			To host the 4th annual Hispanic Ski Days and the Family Fiesta in the Mountain Village - \$10,500.	\$7,275	\$300	\$ -	\$ -
Telluride Medical Capital Fund	\$7,400	\$19,614		\$7,400	\$19,704	\$400	To support healthcare fundraiser			\$ -	\$ 18,004
Telluride Historical Museum	\$13,953			\$13,953			To fund 2006 Fireside Chats in Mountain Village core.	\$11,050	\$0	\$ 5,760	\$ -
Telluride Mushroom Festival c/o Tomten Institute	\$4,500	\$6,350		\$4,500	\$6,350		To support the benefit dinner for the Mushroom Festival at the TCC.	\$1,000	\$8,850	\$ -	\$ -
Telluride Nordic Association	\$6,000			\$6,000			To recruit, train and retain Nordic instructors to Mountain Village.	\$3,000	\$0		
Telluride Repertory Theatre Company	\$30,500	\$18,000		\$10,000	\$12,000		(1) To support the Show & Tell Reading Series and the free Shakespeare play to be performed in MV venues - \$20,000 cash (2) To support the 1st Annual Mountain Village Performing Arts Festival - \$12,000 VIK	\$7,200	\$11,200	\$ 4,000	\$ -
Telluride Ski & Snowboard Club	\$15,000			\$10,000			To assist TSSC in hosting 27 alpine, freestyle, and snowboarding events at the Telluride Ski Resort.	\$10,000	\$0	\$ 10,000	\$ -
Telluride Society for Jazz	\$15,000	\$6,000		\$15,000	\$5,150	\$1,600	(1) To be a presenting sponsor for the 2006 Telluride Jazz Celebration - \$15,000 cash; (2) To host the "Jazz in the Village" program located in the Mountain Village - \$7,000 VIK.	\$15,000	\$5,900	\$ 15,000	\$ 5,100
Telluride Wine Festival	\$43,000	\$25,000		\$20,000	\$25,000		(1) General festival support - \$20,000 cash and \$25,000 VIK.	\$20,000	\$24,050	\$ 10,000	\$ 21,460
University Centers of the San Miguel	\$11,500				\$16,500		To build, support, and sustain affordable educational programs.	\$10,000	\$0	\$ 8,000	\$ -
	\$420,083	\$237,034	\$800	\$268,533	\$232,112	\$9,200		\$176,525	\$224,790	\$190,060	\$152,082

2007 Total Requested \$657,917

Total Recommended \$509,845

2006 Total \$401,315 2005 Total \$342,142



Memo

To: Honorable Mayor and Town Council

From: Greg L. Sparks, Town Manager

Re: 2011 Town of Mountain Village Grant Awards

Date: December 1, 2010

The Town of Mountain Village and Telluride Mountain Village Owners Association Joint Funding Committee has met and reviewed the applications to both organizations for funding from the non-profit organizations. The town was represented by Mayor Delves and Mayor Pro-Tem Greenspan and the Town Manager. TMVOA was represented by Daniel Zemke, Nelson Sharp and Jim Riley. Outside assistance was provided by Telluride Foundation CEO Paul Major. Total requests to the town were for \$84,000 and the committee is recommending funding of \$44,500. This amount is included in the 2011 annual budget.

The attached spreadsheet shows the organization requests, recommended funding and history of funding back to 2001.

The committee recommends approval of the 2011 grants for \$44,500.

Economic Stimulus

TMVOA is announcing its 2016 Economic Stimulus Funding Program. TMVOA values its relationships with local organizations that help provide year round economic vitality, a sense of community and a quality experience for Mountain Village property owners and guests. Funding requests are reviewed in light of TMVOA's economic stimulus funding policy and are consistent with TMVOA's mission statement and statement of purpose for funding below:

TMVOA Mission Statement:

To preserve and promote a vital resort community for its members, with attention to creating a sustainable village with a vibrant economy.

Statement of Purpose for Economic Stimulus Funding:

To support funding requests for activities, programs, special events, and plaza entertainment that provide year round economic vitality, a sense of community, and increased quality of experience for residents and guests. For details regarding awards to specific organizations, please refer to the 2015 Approved Budget, Schedule J, under Budget & Financials.

2016 TMVOA Economic Stimulus Process:

Applications for the 2016 TMVOA Economic Stimulus Funds are due by 5 p.m. on Monday, September 28, 2015. The Finance and Budget Committee will review the requests and provide their funding recommendations to the TMVOA Board of Directors at the November 18, 2015 Annual Members Budget Meeting. Awards will be determined by December 31, 2015.



TMVOA Mission:

To preserve and promote a vital resort community for its members, with attention to creating a sustainable village with a vibrant economy

Statement of Purpose for Grant Funding:

To support grant requests for activities, programs, special events, and plaza entertainment that provide year round economic vitality, a sense of community, and increased quality of experience for residents and guests.

Evaluation Criteria:

1. The grant awarded event(s) must have a prominent presence within the Town of Mountain Village.
2. The grant awarded event(s) must reflect the high quality image of Mountain Village and contribute to vitality and economic viability, as measured in accordance with the Measurement provisions set forth below.
3. The grant awarded event(s) must have a positive economic impact to the retail, restaurant and lodging sectors of Mountain Village, and add to the overall sense of community, as measured in accordance with the Measurement provisions set forth below.
4. The grant awarded event(s) must provide an opportunity to leverage funding with sponsorships and/or media exposure so as to "stretch" the impact of the TMVOA's grant.
5. The grant awarded event(s) must be proposed for a time of year that supports TMVOA's goal of ensuring an events calendar that will stimulate the local business economy throughout the year.

Measurement:

As in our existing grant application, to ensure evaluation within this policy in each year's review process, each grant application will submit measurable performance data. Measurable performance data includes: (i) spending in Mountain Village, (ii) taxes generated, (iii) impact from direct event spending, and (iv) quantifiable marketing benefits. Each grant investment must be held to a high level of accountability to ensure TMVOA's grants achieve the stated purpose.

Future Plan for Self-Sustaining Events:

Applicants must have a plan that outlines how they will become self-sufficient and wean themselves from TMVOA grant funding over future grant cycles. TMVOA will focus primarily on funding new startup events and/or activities, rather than provide consistent funding for the same events. Funding amounts will decline over time for organizations that consistently apply for TMVOA grant funds.



TELLURIDE MOUNTAIN VILLAGE OWNERS ASSOCIATION 2016 ECONOMIC STIMULUS APPLICATION

DEADLINE FOR APPLICATION: Monday, September 28, 2015 at 5:00 p.m.

Applications must be received at TMVOA's office no later than September 28, 2015 for the 2016 economic stimulus funding cycle. Economic stimulus funding requests received after the application deadline may be considered if funds are available. Applicants will be notified of the Board's decision no later than December 31, 2015.

Please contact Heidi Stenhammer at (970) 728-1904 ext. 7 or heidi@tmvoa.org with any questions about the Economic Stimulus Funding Program.

GENERAL INSTRUCTIONS:

1. All fields in the Sections I, II and III must be completed.
2. Please submit one (1) electronic copy to sara@tmvoa.org and three (3) physical copies of the Application.
3. Print double-sided.
4. Submit Application typed with 12 point input font in blue or red.
5. Submit Application and copies in an envelope.
6. Submit a copy of the State of Colorado Nonprofit Corporation Certificate (*if applicable, see Section III*).
7. Submit a signed copy of Acknowledgement (*see Final Page of Application*).

DELIVER TO:

Telluride Mountain Village Owners Association
Attn: Heidi Stenhammer
113 Lost Creek Lane, Suite A
Mountain Village, CO 81435
Phone: (970) 728.1904 ext.7
Email: heidi@tmvoa.org

Applicants seeking funding for use of Telluride Conference Center, Gondola or Town of Mountain Village Plazas:

Prior to completing the Grant Application, Applicants must contact the Town of Mountain Village and Telluride Conference Center to ensure that you have the most up to date policy, procedure, and pricing structure information.

- For information regarding the Telluride Conference Center, contact Tony Kalyk at (970) 369-8030.
- For information regarding the Gondola, contact Chris Colter at (970) 369-8245.
- For information regarding utilization of Town of Mountain Village's Plazas and the Town's permit process, please contact Deanna Drew at (970) 369-8236.

SECTION I

1. Name of Applicant organization:

Applicant contact person: _____
Phone: _____ E-Mail Address: _____
Mailing Address: _____ City: _____
State: _____ Zip: _____
Federal ID number (or EIN): _____
Board of Directors: _____

2. Name of umbrella organization/Fiscal agent:

(If Applicant does not have 501(C) 3 or non-profit status)

Fiscal Agent contact person: _____
Phone: _____ E-Mail Address: _____
Board of Directors: _____

3. How many years has your event/organization been in existence?

4. How many years has your event/organization received funding from TMVOA? _____

If you have received TMVOA funding in the past, please list the funded amount for the past 3 years:

- a. 2013 Funding Amount: _____
- b. 2014 Funding Amount: _____
- c. 2015 Funding Amount: _____

5. Mission Statement:

Provide a clear and concise statement of organization's mission, not including goals & objectives.

6. Goals & Objectives: *(please list no more than 3 goals & 3 objectives for each category)*

Goals = desired future state or direction (1 year or more)

Objectives = intended results or outcomes that are measures of progress towards a goal (1 year or less)

a. Programs, Activities & Accomplishments:

b. Planning Efforts and Strategies:

c. Charitable Contributions, including scholarships, community outreach, etc.

7. 2016 Calendar of Events:

- a. Dates of Event: _____
- b. Total Number of Days for the Event: _____

8. Economic Impact:

a. Event/Program Attendance:

**Provide breakdown of local attendees and visitors (i.e. 100 locals + 100 visitors = 200 attendees)*

- i. 2013: _____
- ii. 2014: _____
- iii. 2015: _____
- iv. 2016 (estimated): _____

b. Economic Indicators, including:

i. Mountain Village Lodging Impact

- a. Estimated # of attendees using Mountain Village Lodging: _____
- b. Estimated # of Room Nights: _____
- c. Estimated Cost Per Room: _____
- d. Total Estimated 2016 Lodging Spend (in dollars): _____

ii. Mountain Village Restaurant Impact

**Show formula to support spend assumptions.*

(i.e. 100 attendees x 1 meal/day x \$35/meal x 3 days = \$10,500)

- a. Restaurant Spend Assumptions: _____
- b. Estimated 2016 Restaurant Spend (in dollars): _____

iii. Mountain Village Retail Impact

**Show formula to support spend assumptions.*

(i.e. 100 attendees x \$25 spend/day x 3 days = \$7,500)

- a. Retail Spend Assumptions: _____
- b. Estimated 2016 Retail Spend (in dollars): _____

c. Staffing Plan:

- i. Full time employees: _____
- ii. Part time employees: _____
- iii. Volunteers: _____
- iv. Number of local employees: _____

d. Income Demographic of Attendees:

e. Historical Sales Tax Revenue Data (if available):

9. Mountain Village Event Presence:

(Provide a brief description of how funding will stimulate economic development within Mountain Village)

a. Describe the event presence in Mountain Village:

b. How will the event benefit Mountain Village Homeowners:

c. How will the event help promote Mountain Village merchants, restaurants, and lodging properties:

d. How many years are you proposing to have your event in Mountain Village?

e. Describe ways that you plan to grow the event presence in Mountain Village:

10. Funding Details:

Funding Type	Amount Requested	Description of Funding Needs
Cash:		
TCC Funding*:		
Gondola Funding*:		
Plazas*:		
Support Equipment:		

* For current policy, procedure, and pricing, information, please contact:

- Telluride Conference Center - Tony Kalyk at (970) 369-8030.
- Gondola - Chris Colter at (970) 369-8245.
- Town of Mountain Village's Plazas and permits - Deanna Drew at (970) 369-8236.

Total Funding Request:

Date Funds Needed:

11. Funding Need and Funding Alternatives:

- a. 2015 Revenue: _____
- b. 2015 Expenses: _____
- c. 2015 Net Income: _____
- d. List all Grants, Sponsorships, or Donation monies received, or expected to receive in 2016:

- e. Description of local and national sponsors:

- f. Other funding alternatives that are available to your event/organization:

- g. Self-sustaining goals and timeline to sustainability:

- h. Describe the impact of TMVOA funding for your event/organization:

12. How will you evaluate and measure the success of your event/organization?

13. Please describe any challenges that your event/organization has faced in the past:

14. Please describe additional ways that TMVOA can help support your event/organization (non-monetary):

15. Sponsorship Fulfillment :

Describe the sponsorship package available to Telluride Mountain Village Owners Association at the requested level of funding, including such items as marketing, PR exposure, signage, program passes and privileges, etc.

Should Telluride Mountain Village Owners Association provide your organization with grant funding, TMVOA will expect the following:

- a) Your organization/event will share sponsor contact information with Telluride Mountain Village Owners Association. Telluride Mountain Village Owners Association will not contact any sponsors without prior notification to the event/organization.
- b) Telluride Mountain Village Owners Association will promote your event/organization to our sponsors for potential collaboration opportunities, pending no direct sponsorship conflict with your existing sponsors.

If you have received Economic Development Grant funding in the past, please submit examples of collateral noting TMVOA's sponsorship.

SECTION II

- 1. Names of members of governing board, key officers and key employees:**
- 2. Financial information of organization (as attachments):**
 - a. Provide a 3-year comparison for the following:
 - i. Balance Sheet
 - ii. Income Statement
 - b. 2015 budget vs. actual income statement to-date
 - c. 2016 proposed budget
- 3. Additional information:**
 - a. 2014 tax returns
 - b. 2014 annual report and audit (if any)

SECTION III

- 1. Copy of Articles, Bylaws and your most recent determination letter from the Internal Revenue Service, recognizing federal tax-exempt status (Please submit even if you have submitted one in past granting cycles.)**
- 2. Copy of the State of Colorado Certificate of Good Standing (if applicable)**

Acknowledgement

The following must be signed by the organization's Executive Director or CEO or the governing Board Chairperson and included in Economic Stimulus Funding Application.

In submitting this Application, I hereby acknowledge my understanding that any event/project/program occurring in the Town of Mountain Village may require the issuance of permits from the Town of Mountain Village. I agree to comply with all requirements of the Town of Mountain Village and understand that such compliance is my responsibility and that TMVOA has no obligation to participate or otherwise assist in obtaining necessary approvals from the Town. For information on event permitting, please visit the Town of Mountain Village's website or contact Deanna Drew at (970) 369-8236.

The Applicant hereby certifies that all information and representations set forth in this Application are true and accurate. The Applicant acknowledges that TMVOA is relying on the veracity and accuracy of the information and representations made by the Applicant in TMVOA's consideration of this Application. If it is determined that any representations of the Applicant regarding this Application are false or misleading, TMVOA reserves the right to immediately withdraw this Application from consideration.

ACKNOWLEDGED AND AGREED TO:

By: _____

Printed Name:

Title:

Date: _____

**TELLURIDE MOUNTAIN VILLAGE OWNERS ASSOCIATION
ECONOMIC STIMULUS FUNDING AGREEMENT**

Exhibit A

To be completed by grantee (and fiscal sponsor where applicable) and returned to TMVOA within 30 days of the funded event or program.

Date:

Grantee:

Funding Amount:

Funding Purpose:

Event(s):

1) Dates of event(s):

2) Name of event(s):

3) Location(s) and number of event(s):

- a) Mountain Village events:
- b) Telluride events:

4) Brief description of events (Include objectives of holding events):

5) What efforts were made to ensure that your event presence in the Mountain Village was consistent with your funding level?:

Attendees:

- 1) Approximate number of attendees:
 - a) Mountain Village event attendees:
 - b) Telluride event attendees:

- 2) Quantity of local attendees:

- 3) Quantity of non-local attendees:

- 4) Basic demographics of attendees (where from, age, why attracted to your events):

Economic Impact:

Provide a brief description of how your current programs had a positive economic impact for the retail, restaurant and lodging sectors of Mountain Village and added to the overall sense of community by utilizing the below Economic and Non-Economic Indicators.

- 1) Economic Indicators include:
 - a) Increased sales tax collections:
 - i) Associated with retail spending:
 - ii) Associated with restaurant spending:

- b) Increased lodging tax collections:

- c) Improved lodging occupancy rates:
 - i) Number of attendees that sought lodging in Mountain Village vs. Telluride:
 - ii) Number of room nights booked in Mountain Village vs. Telluride:
 - iii) Average Daily Rate(s) (Did you secure a discounted rate?):
 - iv) Total spending associated with lodging in Mountain Village vs. Telluride:

- d) Impact from direct event spending:

e) Quantifiable marketing benefits (Please provide samples of advertising and/or other promotional materials):

- i) Where did you advertise/market your events? :
- ii) Actual costs associated with advertising/marketing:
- iii) Sponsored value associated with advertising/marketing (if applicable):

2) Non-Economic Indicator - Qualifiable community benefits:

3) How was the economic stimulus funding beneficial to the Mountain Village/Telluride community?

4) How did the economic stimulus funding benefit the Mountain Village owners specifically?

Additional Impact:

1) Did your event create paid job opportunities for locals?

2) Was your event a fundraising event? How much was raised? What will the funds be used for? Were there any donated services that assisted with Fundraising?

Meeting Economic Stimulus Funding Conditions:

1) Describe the progress made toward achieving the purposes for which the economic stimulus funding was made.

Please do not send any bound reports, tapes or videocassettes.

2) Please attach all print documents for the event.
Please describe how each of the grant conditions was met as outlined in the grant award letter.

Self-sustaining goals:

- 1) Provide a description and timeline of how the organization plans on making your events and/or activities self-sustaining, and no longer reliant on TMVOA grant funding.

Additional Comments:

- 1) Unanticipated needs that may be included in future grant requests:

- 2) Additional comments:

Grantee _____
 Exhibit B- Post Event Financial Report

	Actual 2014	Actual 2015	Budget 2016	Actual 2016	Actual 2016 <i>MV Only</i>
REVENUE					
Earned Revenue					
Revenues					
Revenues					
Revenues					
Revenues					
Sub-Total Earned Revenue					
Contributed Revenue					
Revenues					
Revenues					
Revenues					
Revenues					
Sub-Total Contributed Revenue					
TOTAL REVENUE					
EXPENSES					
Expenses					
Expenses					
Expenses					
Expenses					
Expenses					
Expenses					
Expenses					
Expenses					
Expenses					
TOTAL EXPENSES					
IN-KIND CONTRIBUTIONS					
Contributions					
Contributions					
Contributions					
TOTAL IN-KIND CONTRIBUTIONS					

**TELLURIDE MOUNTAIN VILLAGE OWNERS ASSOCIATION
ECONOMIC STIMULUS FUNDING AGREEMENT**

Exhibit A

To be completed by grantee (and fiscal sponsor where applicable) and returned to TMVOA within 30 days of the funded event or program.

Date:

Grantee:

Funding Amount:

Funding Purpose:

Event(s):

1) Dates of event(s):

2) Name of event(s):

3) Location(s) and number of event(s):

- a) Mountain Village events:
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Provide a brief description of how your current programs had a positive economic impact for the retail, restaurant and lodging sectors of Mountain Village and added to the overall sense of community by utilizing the below Economic and Non-Economic Indicators.

- 1) Economic Indicators include:
 - a) Increased sales tax collections:
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- b) Increased lodging tax collections:

- c) Improved lodging occupancy rates:
 - i) Number of attendees that sought lodging in Mountain Village vs. Telluride:
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 - iii) Average Daily Rate(s) (Did you secure a discounted rate?):
 - iv) Total spending associated with lodging in Mountain Village vs. Telluride:

- d) Impact from direct event spending:

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 - i) Where did you advertise/market your events? :
 - ii) Actual costs associated with advertising/marketing:
 - iii) Sponsored value associated with advertising/marketing (if applicable):

2) Non-Economic Indicator - Qualifiable community benefits:

3) How was the economic stimulus funding beneficial to the Mountain Village/Telluride community?

4) How did the economic stimulus funding benefit the Mountain Village owners specifically?

Additional Impact:

1) Did your event create paid job opportunities for locals?

2) Was your event a fundraising event? How much was raised? What will the funds be used for? Were there any donated services that assisted with Fundraising?

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1) Describe the progress made toward achieving the purposes for which the economic stimulus funding was made.

Please do not send any bound reports, tapes or videocassettes.

2) Please attach all print documents for the event.

Please describe how each of the grant conditions was met as outlined in the grant award letter.

Self-sustaining goals:

- 1) Provide a description and timeline of how the organization plans on making your events and/or activities self-sustaining, and no longer reliant on TMVOA grant funding.

Additional Comments:

- 1) Unanticipated needs that may be included in future grant requests:

- 2) Additional comments:

Grantee _____
 Exhibit B- Post Event Financial Report

	Actual 2014	Actual 2015	Budget 2016	Actual 2016	Actual 2016 <i>MV Only</i>
REVENUE					
Earned Revenue					
Revenues					
Revenues					
Revenues					
Revenues					
Sub-Total Earned Revenue					
Contributed Revenue					
Revenues					
Revenues					
Revenues					
Revenues					
Sub-Total Contributed Revenue					
TOTAL REVENUE					
EXPENSES					
Expenses					
Expenses					
Expenses					
Expenses					
Expenses					
Expenses					
Expenses					
Expenses					
Expenses					
TOTAL EXPENSES					
IN-KIND CONTRIBUTIONS					
Contributions					
Contributions					
Contributions					
TOTAL IN-KIND CONTRIBUTIONS					

Jackie Kennefick

Subject: FW: grant process

From: Heidi Stenhammer [mailto:heidi@tmvoa.org]
Sent: Tuesday, January 12, 2016 1:46 PM
To: Jackie Kennefick
Subject: FW: grant process

Hi Jackie, We don't have a written process or guidelines that I know of but will be working on that this year. We basically use the format below to rate each applicant and then staff makes its recommendations to the board based on the rankings. Hope that helps!

Econ Stim

	1	2	3	4	Sum	Weight	Weighted	x 7
Occupancy Driver		2			2.00	30%	0.60	
Time of year			3.5		3.50	15%	0.53	
Spending Driver		2.5			2.50	10%	0.25	
Vibrancy Factor			3.5		3.50	10%	0.35	
Financial Need			3.5		3.50	5%	0.18	
Sustainability Factor		2			2.00	15%	0.30	
Community Connecting		2			2.00	10%	0.20	
					19.00	0.95	2.40	16.80

Non Profit (add 0.5 if non-profit) 0.50
SCORE 17.30

TOWN OF MOUNTAIN VILLAGE
Town Council Regular Meeting
January 21, 2016
8:30 a.m.

During Mountain Village government meetings and forums, there will be an opportunity for the public to speak. If you would like to address the board(s), we ask that you approach the podium, state your name and affiliation, and speak into the microphone. Meetings are filmed and archived and the audio is recorded, so it is necessary to speak loud and clear for the listening audience. If you provide your email address below, we will add you to our distribution list ensuring you will receive timely and important news and information about the Town of Mountain Village. Thank you for your cooperation.

NAME: (PLEASE PRINT!!)

Kim Montgomery	EMAIL:
David Reed	EMAIL:
Sarah Abbott	EMAIL:
Jim Mahoney	EMAIL:
Laila Benitez	EMAIL:
Cath Jett	EMAIL:
Dan Jansen	EMAIL:
Marty McKinley	EMAIL:
Brue Macintire	EMAIL:
Jackie Kennefick	EMAIL:
Susan Johnston	EMAIL:
Christina Meilander	EMAIL:
Nichole Zangara	EMAIL:
Chris Broady	EMAIL:
Ellie Slegers	EMAIL:
Larry Crosby	EMAIL:
PAUL MASTER	EMAIL:
R. STENHAMMIZN	EMAIL: ROBERT@TELSKI.COM
Anton Beritez	EMAIL:
Adam Singer	EMAIL:
Ann Morgenthaler	EMAIL: amorgenthaler@telluride-co.gov
Bill Jensen	EMAIL:
Jolana Vaneek	EMAIL: onfile
Deanna Dren	EMAIL:
Glen Van Nimwegen	EMAIL:
CAROL CUSTER	EMAIL:

Susan Johnston

From: Mike Loehr <MikeL@expman.net>
Sent: Tuesday, January 19, 2016 11:57 AM
To: mvclerk
Subject: Possession of weapons

Are we having a problem with weapon possession on town property? If not, how about waiting until and if there is a problem.

Not a statement about gun rights, just government involvement in general.

Thanks,

Mike Loehr

Susan Johnston

From: Curtis H. Laub, MD <curtlaub@gmail.com>
Sent: Wednesday, January 20, 2016 7:34 AM
To: mvclerk
Subject: Weapons

Sirs,

Allow me, up front, to stipulate that I am neither a “gun nut” nor a paranoid right wing crazy.

Why is Mountain Village wasting its time talking about restricting the carrying of weapons? When it comes to the concealed carrying of handguns, the factual evidence is solidly on the side of encouraging **more** people, after being screened and trained of course, to carry handguns. Nationwide, more and more sheriffs are doing exactly that; encouraging their constituents to legally carry, in the interest of public safety. Restricting concealed carry is basically a “feel good” but unnecessary, dangerous and illogical restriction of our rights as Americans.

The factual arguments are well known, but I guess they need to be reviewed again before Mountain Village follows other misguided communities and deprives its citizens of their constitutional rights of self-defense.

Gun-free zones keep law-abiding people from carrying; they do NOT prevent those intent on creating mayhem from carrying, and using, their guns. This leaves the intended victims unable to defend themselves and others.

The incidence of licensed concealed carriers causing a problem with their guns is so incredibly small that it can be essentially disregarded as a factor in crime statistics.

Legal handguns are used much more often to prevent or limit the damage of criminal acts.

As a licensed concealed carrier, I have routinely and unobtrusively carried my handgun everywhere I go in Telluride and Mountain Village. No one was aware. No one was frightened or alarmed. No one was harmed. But...my gun and I were there and available on the off chance that some disturbed individual or criminal was planning to harm otherwise helpless victims. Police are rarely on hand when these episodes begin. Most often their role is limited to picking up the pieces once the tragedy has run its course. A trained and armed citizenry is the most effective “first response” to these situations.

If you must create “gun-free” areas, then it is morally incumbent upon you to absolutely guarantee the safety of those you are disarming and depriving of their right of self-defense. That would require creation of limited access with armed guards and metal detectors to guarantee that the gun-free zone is indeed gun-free. This is what our local courthouse has done and it is also what government buildings in Washington and other large cities do. Anything less is immoral and dangerous.

I strongly urge Mountain Village to drop this ill-informed and misguided effort.

Curtis H. Laub, MD
Meadville, PA

Susan Johnston

Subject: FW: Weapon Issue

From: Gordon E. Jensen [<mailto:gordonj@cox.net>]

Sent: Wednesday, January 20, 2016 6:52 PM

To: mvclerk

Subject: Weapon Issue

Please be advised that the introduction of any ordinance attempting to limit any rights granted under the Second Amendment will be met with legal action. Not only will action be taken against the town but to the extent possible any member of the governing body attempting to introduce or voting in favor of such rights violations.

If there has been some problem that has brought this about I would love to hear about it. I suspect it is another overreach by our council.

Gordon