

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

	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 p.3	5	Johnston	Action	Consideration of Approval of Minutes of the March 16, 2016 Regular Meeting
5.	9:40 p.11	5	Johnston	Action	Liquor Licensing Authority: Consideration of an Application by NVHG Hotel Madeline Operator, LLC dba Madeline Hotel and Residences Telluride for a Temporary Modification of Premises on a H&R Resort Complex Liquor License for the Addition of the Ice Rink from May 1- November 15, 2016
6.	9:45 p.25	10	Diaz	Action	Town of Mountain Village Housing Authority: Consideration of a Request From Andrew and Amy Tokarz to Occupy Spring Creek Unit 14 After Purchase by Exception to the Town of Mountain Village Employee Housing Restriction Ordinance No. 1997-05 Section D, Definitions 4. Employee
7.	9:55 p.29	20	Zangara J. Kolar	Work Session	Discussion on Mountain Village Wayfinding/Enhanced Signage Project Scope of Work
8.	10:15 p.34	30	Mahoney Montgomery	Action	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Approving a Franchise Agreement Between the Town and New Path Networks, LLC for Installation of a Dispersed Antenna System on Town Property
9.	10:45 p.71	15	Drew	Informational	2015 Town of Mountain Village Energy Use and Greenhouse Gas Report
10.	11:00 p.78	20	Wheels	Presentation	Annual Update on Regional Green House Gas Inventory and Mountain Village Community Energy Use
11.	11:20 p.80	10	Knox	Presentation	Eco Action Partners' 2016 Energy Programs
12.	11:30 p.81	15	Loebe Montgomery	Action	Consideration of Approval of Summer Parking Rates
13.	11:45 p.83	15	Reed	Action	Consideration of an Emergency Ordinance Establishing a Temporary Moratorium Prohibiting the Rezoning of Single Family Lots
14.	12:00	30			Lunch
15.	12:30 p.89 p.91 p.107	70	Swain Vergari	Presentation Action	Finance: a. Presentation of the March 31, 2016 Business & Government Activity Report (BAGAR) b. Consideration of the February 29, 2016 Financials

					c. Goal Setting for 2017 Budget
16.	1:40 p.109	20	Kjome Mahoney	Action	Consideration of an Application Requesting the Town to Accept Access Tract F22-1
17.	2:00 p.116	10	Kjome	Action	Consideration of Approval of Improvements to Access Tract F22-1
18.	2:10 p.129	10	Kjome Mahoney	Action	Consideration of a Resolution to Accept an Easement from Boulder's HOA and Plaza Building HOA Related to F22-1
19.	2:20	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.	2:40 p.150 p.156 p.160	30	Broady Van Nimwegen Montgomery	Informational Action	Staff Reports: a. Police b. Planning & Development Services c. Town Manager
21.	3:10	5		Informational	Other Business
22.	3:15				Adjourn

Please note that times are approximate and subject to change.

04/12/2016

sj

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
Mountain Village, Co 81435
970-728-8000
970-728-4342 Fax
mvclerk@mtnvillage.org

**TOWN OF MOUNTAIN VILLAGE
MINUTES OF THE MARCH 16, 2016
REGULAR TOWN COUNCIL MEETING**

AGENDA ITEM #4

The meeting of the Town Council was called to order by Mayor Dan Jansen at 1:59 p.m. on Wednesday, March 16, 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
Laila Benitez
Cath Jett (Via conference call for part of the meeting)
Dan Caton
Michelle Sherry
Bruce MacIntire

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 for Executive Session)
Jim Mahoney, 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
Dave Bangert, Forester/Planner
Colleen Henderson, Planner II
Deanna Drew, Director of Plazas & Environmental Services
Jim Loebe, Director of Transit & Recreation
Steven Lehane, Director of Cable & Broadband Services
Jeff Badger
Anton Benitez
Jack Sibold
Pete Mitchell

Michael Martelon
Paul Major
Kiernan Lannon
Rube Felicelli
Dennis Lankes
Jolana Vanek
Lilia Falk
Danny Craft
Anne Gerhard
Lucas Fredericks
J. Scott Butler
Michael Sondermann
Robert Stenhammer
Fred Ballie
Jeremy Fox
Brad Zaporski
Jim Royer
Jim Link
Bob Justis

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 (2)

On a **MOTION** by Marty McKinley and seconded by Laila Benitez, Council agreed to enter into 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 1:00 at p.m.

Bruce MacIntire arrived at 3:00 p.m.

Council returned to regular session at 3:41 p.m.

Public Comment for Non-Agenda Items (3)

There was no public comment.

Consideration of Approval of Meeting Minutes:(4)

a. February 11, 2016 Regular Meeting

On a **MOTION** by Marty McKinley and seconded by Dan Caton, Council voted unanimously to approve the February 11, 2016 Town Council meeting minutes with the changes to the Mayor's report stating that the Mayor decided to defer his report to a future meeting.

b. February 22, 2016 Special Meeting Minutes

On a **MOTION** by Michelle Sherry and seconded by Laila Benitez, Council voted unanimously to approve the February 22, 2016 Town Council meeting minutes as presented.

San Miguel Power Association (SMPA) Discussion on the Power Outage February 13 & 14, 2016 (5)

SMPA Board of Directors President Rube Felicelli thanked the crews from Tri-State and San Miguel Power who worked all night long to get the power restored during the February 13-14 outage. He introduced San Miguel Power Interim General Manager Jim Link, Chief Engineer Bill Riley, Member Services Manager Brad Zaporski, Jeremy Fox, and Board members Jack Sibold and Bob Justis. Mr. Riley provided general background on the recent power outage stating that an electrical power pole was struck by a large rock cutting power to Telluride, Lawson Hill, Aldasoro, down valley and parts of Mountain Village. He explained how the transmission lines run through the area noting that the Telluride area is served through a single transmission line. Due to the vulnerability of the existing transmission line, SMPA developed the Telluride Reliability Project. The project will include two underground express distribution circuits which would allow SMPA to continue to provide service through the Telluride substation in the event power is lost on the Sunshine/Telluride line. This project is not needed for capacity, but will be available in the event of an unplanned outage and will allow SMPA to provide planned maintenance on the lines without interruption of service. The line is expected to be completed by summer 2017. The permitting processes with the County and the Forest Service are the variables. Mr. Link stated that SMPA is working on better communication channels and will be implementing additional communication options in the event of another power outage. Mayor Jansen shared comments received from former Mayor Bob Delves asking for clarification of the surcharge that was imposed in 2014 for the Nucla-Telluride line. Mr. Link explained that the 2014 project provided redundancy in the line from Nucla to Sunshine but not to Telluride. The Nucla line was 53 years old and not adequate to handle the load to Telluride so the new line was necessary. The Telluride Reliability Project is now the second phase of the upgrade and will get the desired redundancy from Sunshine to Telluride. The project has already been fully funded by the surcharge. Council discussion ensued regarding how to disseminate accurate information to residents and whether or not installing backup generators to power critical areas such as gas pumps, is feasible. Council directed staff to agendize a work session to discuss implementing an emergency communications plan at a future date. Public comment was received by Jolana Vanek and Anton Benitez. Council thanked SMPA for the information.

Cath Jett left the meeting at 4:03 p.m.

West Region Wildfire Council (WRWC): (6)

2014 Mountain Village Resident Wildfire Survey Results and Parcel-level Wildfire Risk Assessments

Director of Plazas and Environmental Services Deanna Drew introduced Lilia Colter Falk of the West Region Wildfire Council. Ms. Falk stated that West Region Wildfire Council acts as a regional focal point for wildfire related information whose primary goal is to educate homeowners about wildfire risk and promote risk reduction. They provide parcel level risk assessment and to date 718 homes have been assessed in Mountain Village. 81% of homes in Mountain Village do not have adequate defensible space. WRWC has partnered with researchers to assess what motivates homeowners to take action. WRWC conducted a survey of Mountain Village homeowners asking them to rate themselves on 11 elements. 212 homeowners responded to the survey with 77% stating that they would be willing to remove trees to reduce wildfire risk. WRWC will be sending out post cards to homeowners providing them with their specific risk assessment results and will provide individual links to explain the results as well as how to participate in the mitigation incentive program .

Mountain Village Wildfire Mitigation/Defensible Space Regulations Update (7)

Town Forester/Planner Dave Bangert presented the above update stating that as of January 2016, fifty property owners have implemented defensible space around their homes. Staff proposed that Council review a Defensible Space Wildfire Mitigation Incentive Program in the summer of 2016 and direct staff to implement. In 2010 changes were made to the Community Development Code (CDC) that required new home construction to plan and implement defensible space. Mr. Bangert stated that there are some instances where it is impossible to get the full amount of necessary defensible space (i.e. small lot sizes), and in those cases rock landscaping is utilized. The goal of the incentive program is to spark renewed interest in mitigation. Mr. Bangert reviews all landscaping plans for defensible space compliance noting that the concept is “smart landscaping” not “no landscaping”. The program is voluntary for existing homeowners. Council discussion ensued regarding creating a modified fuel break around the entire Town of Mountain Village. Mr. Bangert stated that this would involve the cooperation of all the landowners and would take time to implement.

Mountain Village Defensible Space Incentive Program (8)

Michelle Sherry noted that she is the owner of a landscaping company and stated for the record that she did not participate in any way in developing this program. Director of Plazas and Environmental Services Deanna Drew presented the above program outlining the details:

- Funding provided by the Town of Mountain Village and Telluride Mountain Village Owners Association (TMVOA) at \$50,000 each. The incentive funds will be distributed at 50% of the treatment cost up to \$5,000 per property on a first come, first served basis.
- Program Administration will be performed by Town staff (Deanna Drew, Dave Bangert, Nichole Riley, and Kevin Swain)
- Program partners include TMVOA, West Region Wildfire Council (WRWC), Telluride/Mountain Village Fire Protection District, Colorado State Forest Service, San Miguel County Sherriff's Office, United States Forest Service, Bureau of Land Management and more.

On Friday, June 3rd from 10-12 there will be a Wildfire Forum for Defensible Space where homeowners can learn more about the 2016 Mountain Village incentive program. Homeowners can schedule a free professional site visit of their property. Once the prescription is written by staff, the homeowner would hire the contractor and have the work done. Mr. Bangert will assist in overseeing the project and ensure that the work is completed. The project has already been fully funded. Once staff has signed off that the project is complete and within the guidelines, then the homeowner will be reimbursed. The incentive program money has been earmarked for homeowners that are willing to complete the mitigation per the prescription written by the forester. Public comment was received by John Bennett and Jolana Vanek. TMVOA will help to spread the word about the program.

Council Boards and Commissions Updates:

a. Eco Action Partners(EAP) –Sherry

Michelle Sherry stated that EAP did not have a board meeting. The San Miguel Power income qualified assistance program has been launched and participants can receive up to \$3000 on energy improvements for their homes. The program recipients must be income qualified. EAP will initiate the Green Lights program in the fall of 2016 and Kris Holstrom is in the process of finalizing the contract for the Regional Composting Program.

b. Telluride Historical Museum-Sherry

There was no update. The Telluride Historical Museum provided their annual report later in the meeting.

c. San Miguel Watershed Coalition – Jett

There was no update.

d. Colorado Flights Alliance (CFA) – Jansen

Mayor Jansen stated that airport staff are working on the Apron.

e. Transportation & Parking- Benitez/MacIntire

There was no update

f. Budget & Finance Committee – McKinley/Caton

Dan Caton stated that the Budget and Finance Committee has met earlier than usual to look at what has happened so far this year in revenues. The Town is seeing very healthy tax revenues in 2016, however; the committee will be recommending a fairly conservative approach for the 2017 budget. The Town's share of

the PERA unfunded liability will need to be stated as a liability going forward on the Town balance sheet. This change in reporting is dictated by the Governmental Accounting Standards Board (GASB) which stipulates the financial requirements that the Town must operate under as a government entity.

g. Gondola Committee – McKinley/Caton

Mr. McKinley stated that Gondola Committee has established a timeline for the process. The Economic Impact Study is the first of three phases in the Gondola Impact Study done jointly with TMVOA. The second phase is to identify the system to acquire then third, how to fund the system.

h. Mayor's Update – Jansen

Mayor Jansen stated that the Regional Transportation Authority (RTA) is progressing and deferred further comment in order to get the meeting back on time.

Staff Reports: (10)

a. Plaza & Environmental Services

Ms. Drew presented her report. Council discussion ensued and Council thanked Ms. Drew and her department for a job well done. She stated that they are always looking for ways to improve.

Council moved forward to agenda item #13.

b. Town Manager

Town Manager Kim Montgomery presented her report stating that the February Great Services Award went to Chief Accountant Julie Vergari for her exceptional service helping the Planning and Development Services Department implement the new Meritage software. Council discussion ensued on the improvements/expansion of the Waste Water Treatment Plant. Ms. Montgomery stated that she and Public Works Director Finn Kjome have been invited to attend regular meetings with the Town of Telluride. They will be attending a meeting in March to evaluate responses to the RFP issued to select an engineer to develop the improvement and expansion plan together with associated costs.

Finance: Presentation of the February 28, 2016 Business & Government Activity Report (BAGAR) (11)

Finance Director Kevin Swain presented the BAGAR. Council discussion ensued.

Marketing Telluride Inc. Quarterly Report

President and CEO of MTI Michael Martelon presented the 2015 fourth quarter report. Occupancy in 2015 was up 6.2% over 2011. Mr. Martelon stated that historically he reported on the number of keys or rooms available, but this measure does not account for how many people a unit can accommodate. The report will now consider the number of pillows as opposed to keys. MTI has been working with the lodging community to determine this number. Going forward the question of how many people a unit sleeps will be asked when the lodger applies for or renews a business license. Mr. Martelon stated that his goal is to make Mountain Village more relevant in the summer months and to fill in the shoulder seasons. He presented plans for the new state of the art Visitor's Center noting that it should be complete in time for the Mountain Film Festival in May. Council discussion ensued.

Council moved to Agenda Item # 10B

Telluride Historical Museum 2015 Annual Report (13)

Executive Director Kiernan Lannon presented the annual report. Mr. Lannon was hired in May of 2015. Formerly he was the Executive Director of the Smithtown Historical Society in Smithtown, New York. The mission of the Telluride Historical Museum is to preserve the rich, colorful, and diverse history of the region and to bring history to life through exhibits, programs, and education. Mr. Lannon stated that the museum is very grateful for the funding they receive through the mill levy. The museum created a new position of Director of Development to help oversee the museum's membership campaign, fundraising events, donation solicitation and marketing efforts. Mr. Lannon highlighted the various programs and exhibits that the museum sponsors. He also stated that the museum is looking for ways to collaborate with Mountain Village and that he would welcome any new ideas. Council thanked Mr. Lannon for his report.

Review of and Recommendations to a Draft San Miguel Regional Transportation Authority (RTA) Intergovernmental Agreement (14)

Town Manager Kim Montgomery presented the above item stating that the draft San Miguel Regional Transportation Authority Intergovernmental Agreement is a work in progress. Ms. Montgomery stated that the version in the packet is the latest version based on the most recent RTA meeting. Council did not make any changes to the presented agreement. Council asked staff to email a red lined version comparing the original draft agreement to the current version. Council discussion ensued.

Discussion of Process for Engagement of Stakeholders in Gondola Impact Study (15)

TMVOA Executive Director Anton Benitez presented the above item stating that the objectives of the Gondola Impact Study are to:

- Develop a more comprehensive understanding of the region's transportation future
- Enable thoughtful decisions to be made around any future transportation systems (i.e. Gondola)

The Gondola Committee has contracted with Outdoor Engineers, a transportation expert/consultant out of Austria, to provide a Gondola System Evaluation. The timeline will be broken into three phases:

- Economic Impact Study
- Determining the requirements of the new system
- Funding the system

Mr. Benitez stated that the study will need to involve the Town of Mountain Village, TMVOA, Town of Telluride, San Miguel County, TSG, Telluride Tourism Board, community, hotels and local businesses. Discussion ensued on ideas for the Gondola's 20th anniversary celebration. It was suggested that one of the gondola cabins be painted red to commemorate the anniversary and create activities such as a photo contest. The celebration will be a group effort between the Town of Mountain Village, TMVOA & TSG.

Council worked through the dinner break.

Consideration of Appointments: (17)

a. Four Regular Seats on the Design Review Board(DRB)

Director of Planning & Development Services Glen Van Nimwegen presented and explained DRB's recommendations for the appointments. Assistant Town Attorney Jim Mahoney stated that the Board has some serious concerns with the existing processes and the composition of its board members. Council suggested having a joint work session with DRB to discuss their concerns. Mr. Van Nimwegen explained that all candidates were personally interviewed. Dan Caton recused himself from the vote because his wife applied for a seat on the Board. Council discussed becoming more involved with the interview/appointment process for DRB. Council will be interviewing the available candidates for the alternate seat at the April Town Council meeting if they are available and directed staff to agendaize a joint meeting at the May Town Council meeting. On a **MOTION** by Marty McKinley and seconded by Laila Benitez, Council voted 6-0 to appoint Keith Brown, Banks Brown, Luke Trujillo and David Craige to the regular seats on the Design Review Board, and leave the alternate seat open pending further discussion at the April Town Council meeting.

b. One Alternate Seat on the Design Review Board

No action was taken.

First Reading, Setting of a Public Hearing and Council Vote on an Ordinance to Rezone, Major Subdivision and Vested Rights approval for Lots 376RA, 387R and Access Tract A-376 (127 and 129 Rocky Road) Note: This Item will be Continued to the April Council Meeting (18)

On a **MOTION** by Laila Benitez and seconded by Bruce MacIntire, Council voted 6-0 to continue the first reading, setting of a public hearing and council vote on an Ordinance to rezone, major subdivision and vested rights approval for Lots 376RA, 387R and access tract A-376 (127 and 129 Rocky Road) to the April 21st meeting.

Consideration of a Resolution Approving a Conditional Use Permit for a Panning Sluice Amusement on Tract OS-3X (Heritage Plaza) (19)

Glen Van Nimwegen presented the above Resolution. Mr. Van Nimwegen stated that the applicant, Gravity Play Entertainment, LLC has been operating a winter/summer season bungee trampoline business in

Heritage Plaza for the past five years as well as a ropes course during the summer season. The proposed panning sluice amusement will include a 12' high water tower, an 8' high waterfall section, and four sluice sections. Gravity Play is also proposing to place an educational display case near the amusement for guests to identify their gemstones/minerals and learn about the mining history of the Telluride/Mountain Village area. Gravity Play has agreed to place a Town logo on the side of the amusement. The site is out of the fire lane and does not intrude on the Wednesday *Market on the Plaza* events. The applicant has received DRB approval with the following conditions:

- The structure will look more distressed and utilize darker wood
- Signage will be approved by staff
- Operating hours 10 am to 6 p.m.
- The applicant has agreed to wrap the structure if necessary for safety

Staff will report back to DRB on the appropriateness of the location prior to renewing the permit. Gravity Play owner Scott Butler presented layout of the display. The water system is contained, recirculated and cleaned on a regular basis. The bags of soil will be sold in the TSG's Adventure Center. Public comment was received by Telluride Museum Director Kiernan Lannon who expressed concern that the exhibit would detract from the Museum's existing sluicing exhibit, and that the amusement is not historically accurate. Council discussion ensued and the applicant stated that he was willing to collaborate with the museum on educational authenticity and would consider branding the amusement with the Telluride Historical Museum name. On a **MOTION** by Dan Caton and seconded by Marty McKinley, Council voted 6-0 to adopt a Resolution approving a Conditional Use Permit for a panning sluice amusement on Tract OS-3X as presented with DRB conditions.

Mayor Dan Jansen left the meeting at 8:00 p.m.

Second Reading, Public Hearing and Council Vote on an Ordinance Amending Section 17.6.6 of the Town's Community Development Code Related to the Acceptance of Access Tracts by the Town (20)

Assistant Town Attorney Jim Mahoney presented the above item stating that there are about 50 publicly owned access tracts in Mountain Village. Some of the tracts pose safety issues and the Town has expressed interest in taking on those access tracts. The Ordinance will give the Town the ability to make improvements to the access tracts, however; it does not obligate the Town in any way. On a **MOTION** by Laila Benitez and seconded by Dan Caton, Council voted 5-0 to approve an Ordinance amending section 17.6.6 of the Town's Community Development Code related to the acceptance of access tracts by the Town.

Consideration of a Request from Gondola Plaza Parking Association to Extend the Deadline to Commence Construction Pursuant to a Settlement Agreement Between Gondola Plaza Parking Association and the Town (21)

Jim Mahoney presented the above item. The Gondola Plaza Parking Condominium Association (GPPCA) has requested an extension of time to commence construction pursuant to a settlement agreement between GPPCA and the Town on July 2, 2013 which states that the project (snow melt system) must commence by April 11, 2016. Michael Sondermann, who is a member of the GPPCA, addressed Council stating that the GPPCA Board has spent a considerable amount of time coordinating this effort. They hired engineers, architects and surveyors and based on their findings, GPPCA determined that there is no substantial structural damage to the garage. They have requested a 6 month extension to complete the due diligence for a snow melt system in Sunset Plaza. There is no room to install a hydronic snow melt system and they would like to explore other options. Council discussion ensued. On a **MOTION** by Michelle Sherry and seconded by Laila Benitez, Council voted 5-0 to approve a request from the GPPCA to extend the deadline to commence construction pursuant to a Settlement Agreement to September 30, 2016, with the condition that the Town will review and approve the snow melt system, and that both parties work collaboratively as quickly as possible to determine what systems are available. If a system is approved, then the Town may grant a further extension for installation.

On a **MOTION** by Laila Benitez and seconded by Dan Caton, Council voted unanimously to extend the meeting beyond 6 hours.

Discussion on the 2017 Mountain Village Grant Process with Telluride Foundation (22)

Director of Administration/Town Clerk Jackie Kennefick presented the above item stating that Telluride Foundation has expressed interested in administering grant applications for the town. Telluride Foundation Executive Director Paul Major stated that it is important to define the criteria and guidelines for grant making. The following are some of the criteria used:

- Accountability to donors/taxpayers
- The ability to maintain credibility as a grant maker
- Consistency with Town mission and goals
- Fairness to grant applicants
- To increase your impact in the community

Mr. Major discussed the criteria that would be used for reviewing grant applications stating that the organization must be:

- Well-run and financially strong
- The organizations mission and project addresses a current and proven public need
- They must demonstrate strong community support for their organizations and projects
- Must show effective and efficient delivery of program services

He emphasized that the Council has the ability to set the goals, terms and objectives of this process. Council discussion ensued. Council direction was to create a committee tasked with formulating a grant processing plan. Marty McKinley and Laila Benitez volunteered to serve on the committee and to meet with the Telluride Foundation staff to work on a mission statement and plan. Public comment was received by Anton Benitez. He stated that the process should include measures to avoid applicants' "double dipping" by applying for grants to both the Town and to TMVOA as Council has had these concerns in the past.

Consideration of Approval of an Intergovernmental Agreement for Dispatch Services Between the City of Montrose, Mountain Village Police Department, Telluride Town Marshall, Telluride Fire Protection District and the County of Montrose, Colorado (23)

Chief of Police Chris Broady presented the above item. On a **MOTION** by Laila Benitez and seconded by Bruce MacIntire, Council voted 5-0 to approve an Intergovernmental Agreement for Dispatch Services between the City of Montrose, Mountain Village Police Department, Telluride Town Marshall, Telluride Fire Protection District and the County of Montrose, Colorado.

Other Business: (24)

a. Colorado Municipal League (CML) Conference Registration

Jackie Kennefick stated that the CML Conference is in June and asked that Council let staff know if they plan to attend. The deadline for registration is May 13th.

b. Ratification of Letter to Federal Energy Regulatory Commission

The deadline to send the public comment letter was March 11th and Ms. Kennefick received 4 yeses from Council, so the letter was sent. On a **MOTION** by Michelle Sherry and seconded by Dan Caton, Council voted 5-0 to ratify a letter that was sent to the Federal Energy Regulatory Commission (FERC) opposing Tri-State's request of FERC to approve a rate penalty on utility companies when they purchase energy from local renewable projects.

c. 20th Anniversary of the Gondola

Jackie Kennefick asked for Council input on the 20th anniversary celebration of the Gondola. Nichole Zangara Riley is spearheading the Town's efforts in conjunction with TSG, TMVOA, and MTI.

d. Blue Mesa Lodge

Jim Mahoney stated that improvements are being made in the breezeway between the Poacher's Pub building and Blue Mesa Lodge and the Town is in the process of securing an easement to utilize the breezeway and move forward with the repairs which are scheduled to begin April 10th. A hydronic snow melt system is being installed.

There being no further business, on a **MOTION** by Dan Caton and seconded by Laila Benitez, Council unanimously agreed to adjourn the meeting at 8:50 p.m.

Respectfully prepared,

Susan Johnston
Deputy Town Clerk

Respectfully submitted,

Jackie Kenefick
Town Clerk

DRAFT

Town of Mountain Village

Date: 4/15/2016
To: Town Council, Acting as the Liquor Licensing Authority (LLA)
From: Susan Johnston, Deputy Town Clerk
RE: Local Liquor Licensing Authority

Consideration of an Application by NVHG Hotel Madeline Operator, LLC dba Madeline Hotel and Residences Telluride for a Temporary Modification of Premises on an H&R Resort Complex Liquor License for the Addition of the Ice Rink from May 1-November 15, 2016

All required documentation and fees have been received and found to be in compliance.

Staff recommendation: Motion to approve the application by NVHG Hotel Madeline Operator, LLC dba Madeline Hotel and Residences Telluride for a Temporary Modification of Premises on an H&R Resort Complex Liquor License for the Addition of the Ice Rink from May 1-November 15, 2016.



the law offices of
STEPHANIE L. FANOS

STEPHANIE L. FANOS

ADMITTED IN COLORADO AND CALIFORNIA
PO Box 3600 Telluride, Colorado 81435 (Mailing Address)
101 E. Colorado Avenue, Suite 201A Telluride, Colorado 81435 (Physical Address)
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P: 970.728.1861 • F: 866.515.1221

April 4, 2016

Jackie Kennefick
Susan Johnson
Town Clerk's Office
Town of Mountain Village
455 Mountain Village Blvd.
Mountain Village, Colorado 81435

Re: Madeline Hotel & Residences Seasonal Modification of Premises Application

Dear Jackie and Susan:

Attached is an application for the seasonal use authorization of the "ice rink" premises for Madeline Hotel & Residences under Liquor License #4703854. I've attached a diagram showing the location of the seasonal/ice rink premises and a copy of the license agreement executed by the Town of Mountain Village authorizing use of these premises.

Please let me know if you need any further information.

Sincerely,



Stephanie L. Fanos

DR 8442 (09/24/09) Page 1
 COLORADO DEPARTMENT OF REVENUE
 LIQUOR ENFORCEMENT DIVISION
 DENVER, COLORADO 80261
 (303)-205-2300

FOR DEPARTMENT USE ONLY

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 4703854
ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
LOCAL LICENSE FEE \$ 300
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 NVHG Hotel Madeline Operator, LLC	3. Trade Name Madeline Hotel and Residences Telluride	
4. Location Address 568 Mountain Village Boulevard		
City Mountain Village	County San Miguel	ZIP 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>2</u> Total Fee <u>\$300</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 type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____

DO NOT WRITE IN THIS SPACE – FOR DEPARTMENT OF REVENUE USE ONLY

DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD
-750 (999)	-100 (999)	The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.
TOTAL AMOUNT DUE		\$ 300.00

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>5. 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>				
CHANGE TRADE NAME OR CORPORATE NAME	<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; margin-top: 5px;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name</td> <td style="width: 50%; padding: 2px;">New Trade Name</td> </tr> <tr> <td style="width: 50%; padding: 2px;">Old Corporate Name</td> <td style="width: 50%; padding: 2px;">New Corporate Name</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 OF LOCATION	<p>7. Change of Location</p> <p>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.</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>				

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>Addition of seasonal premises as shown on Exhibit A for uses associated with guests and food and beverage operations. The premises are an ice rink in winter. Ice is removed and replaced with Astroturf for spring/summer/fall. Premises are owned by the Town of MV. License agreement authorizing use is attached.</u></p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start <u>May 1, 2016</u> (mo/day/year) End <u>November 15, 2016</u> (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 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 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 thereto, and that all information therein is true, correct, and complete to the best of my knowledge.			
Signature	 Simon A. Hallgarten, Authorized Signatory	Date	3.29.16
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 46 and 47, C.R.S., as amended. THEREFORE, THIS APPLICATION IS APPROVED.			
Local Licensing Authority (City or County)		Date filed with Local Authority	
<u>Mountain Village</u>		<u>4-4-16</u>	
Signature	Title	Date	
	<u>Town Clerk</u>	<u>4-21-16</u>	
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	

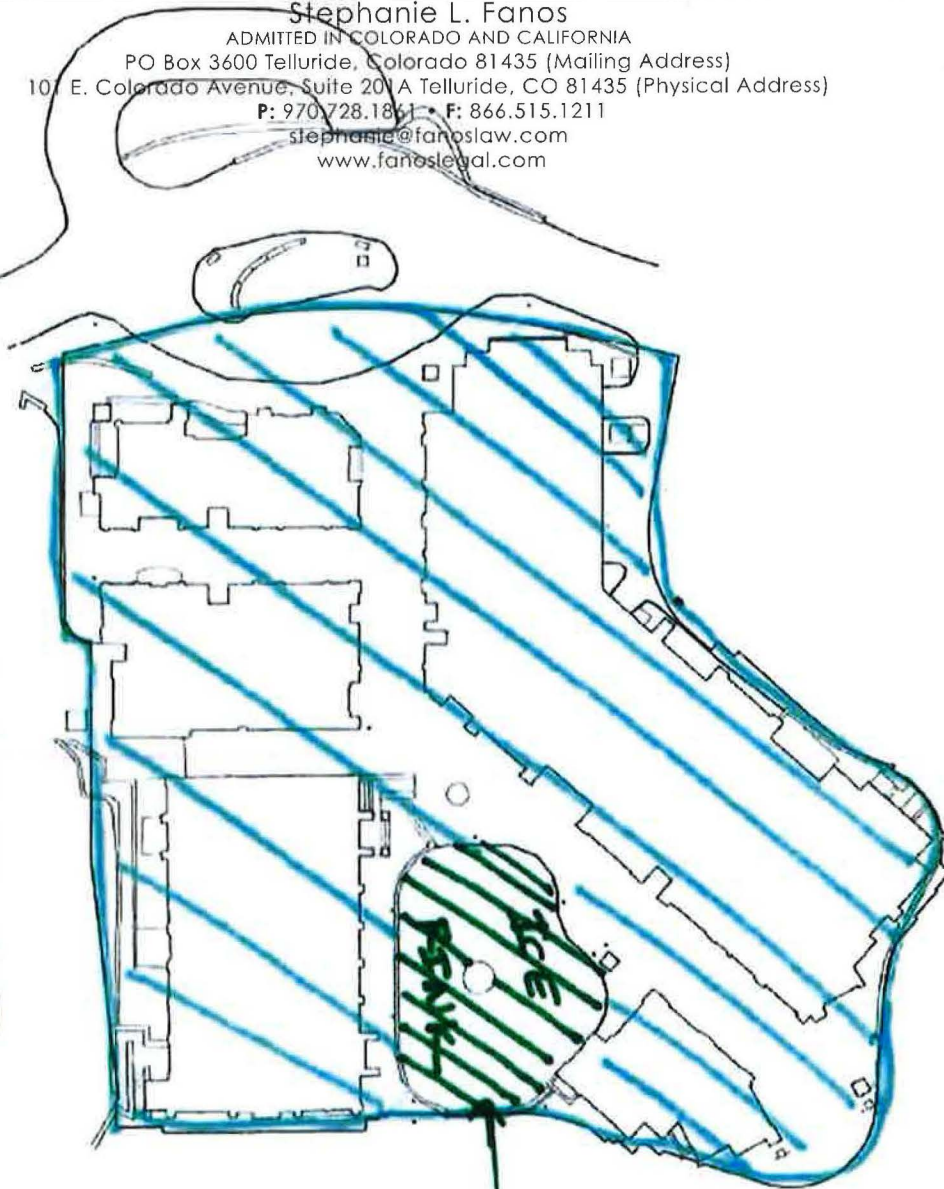


the law offices of
STEPHANIE L. FANOS

Stephanie L. Fanos
ADMITTED IN COLORADO AND CALIFORNIA
PO Box 3600 Telluride, Colorado 81435 (Mailing Address)
10 E. Colorado Avenue, Suite 201 A Telluride, CO 81435 (Physical Address)
P: 970.728.1841 • F: 866.515.1211
stephanie@fanoslaw.com
www.fanoslegal.com

HOTEL, MOBILE SITE EXHIBIT

Lot 38-50-51R



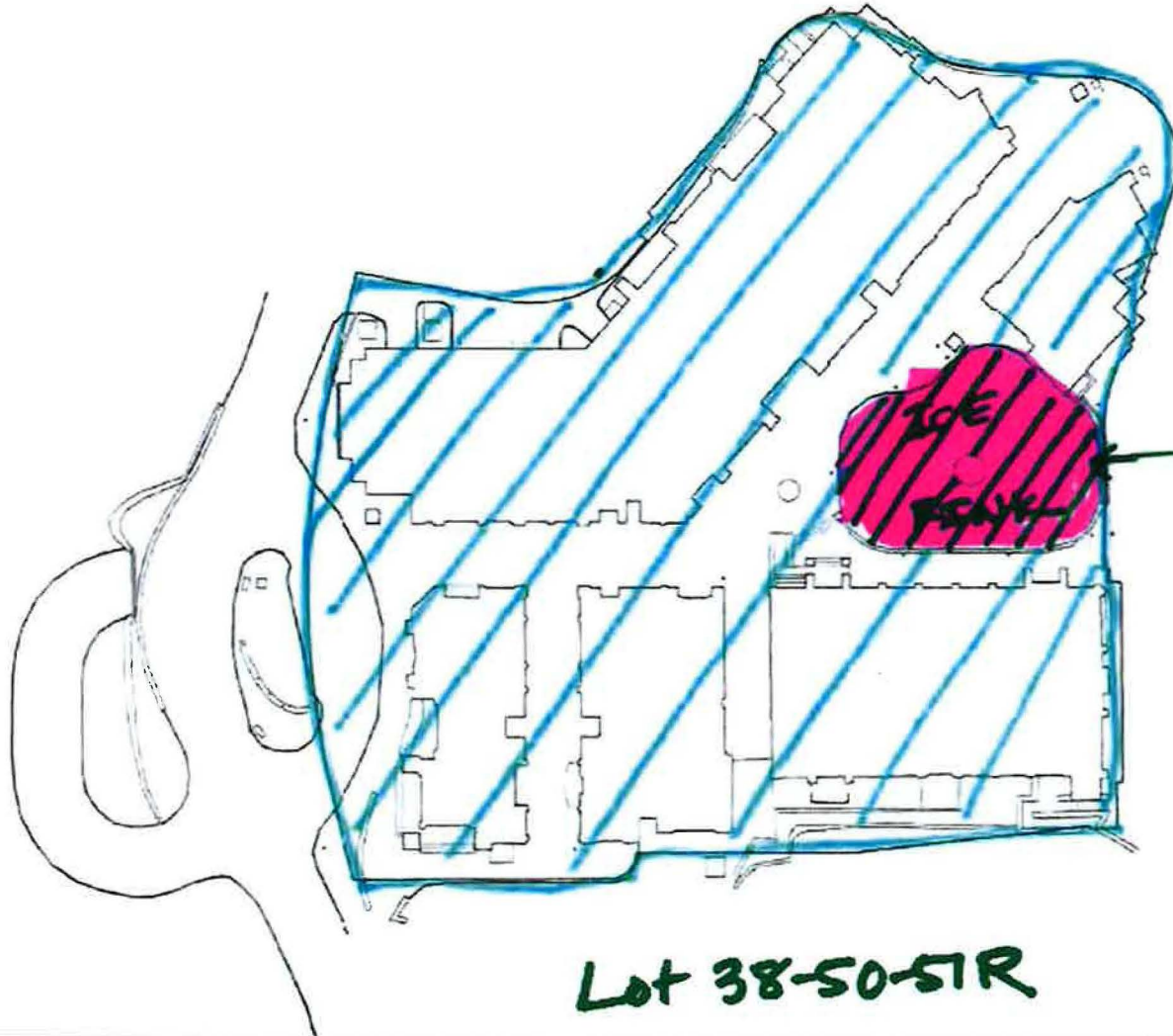
Summer
use only

Exhibit A
Licensed Premises
CURRENT

FOLEY
1500 N. G. ST. SUITE 1000 DENVER, CO 80202
TEL: 303.733.1000 FAX: 303.733.1001
WWW.FOLEY.COM

Exhibit A Licensed Premises

PROPOSED 3/16/15



[Pink Box] = change
seasonal/summer
premises
May 1 - November 15

[Pink Box with Diagonal Lines]
SUMMER
use only

Lot 38-50-51R

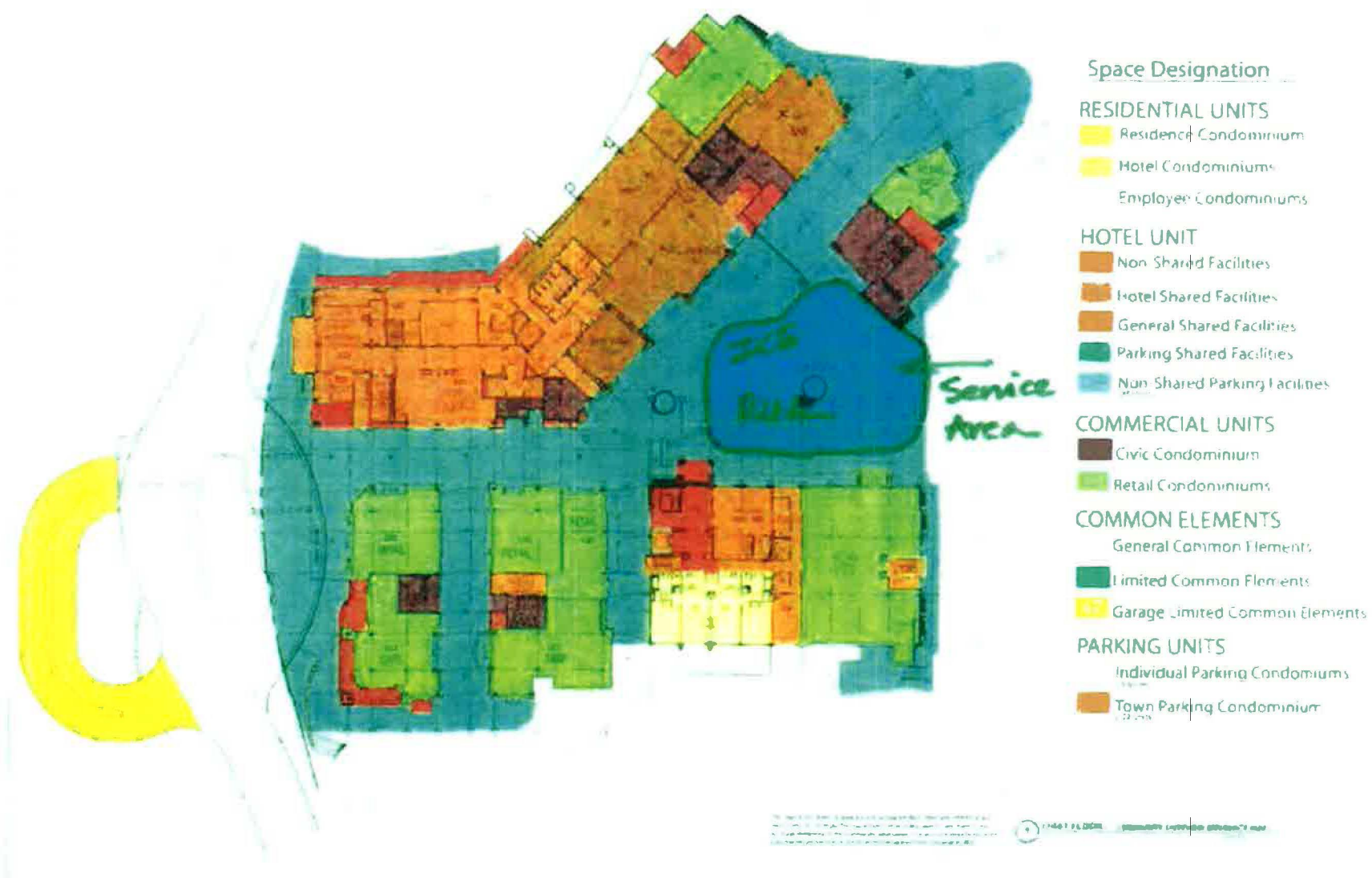
HOTEL MADELINE SITE EXHIBIT

Drawn by	Checked by	Scale	Project No.

FSLEY
SURVEYING, INC.
125 W. PACIFIC STREET, SUITE 100
ST. LOUIS, MO 63102
Phone: 314.433.8800
Fax: 314.433.8801
www.fsley.com

DATE PLOTTED: 3/16/15
PLOT NO.: 1
SCALE: AS SHOWN
DRAWN BY: [Name]
CHECKED BY: [Name]

EXHIBIT A "SERVICE AREA"



Space Designation

RESIDENTIAL UNITS

- Resident Condominium
- Hotel Condominiums
- Employee Condominiums

HOTEL UNIT

- Non-Shared Facilities
- Hotel Shared Facilities
- General Shared Facilities
- Parking Shared Facilities
- Non-Shared Parking Facilities

COMMERCIAL UNITS

- Civic Condominium
- Retail Condominiums

COMMON ELEMENTS

- General Common Elements
- Limited Common Elements
- Garage Limited Common Elements

PARKING UNITS

- Individual Parking Condominiums
- Town Parking Condominium

MADELINE ICE RINK LICENSE AGREEMENT

This Madeline Ice Rink Agreement (the "License Agreement") is made, effective as of the 22nd day of April, 2015 (the "Effective Date"), between NVHG Hotel Madeline Operator, LLC, a Delaware limited liability company dba Madeline Hotel and Residences Telluride, ("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 the operator of a resort hotel known as the "Madeline Hotel and Residences Telluride," which is located at 568 Mountain Village Blvd. Mountain Village, CO 81435 ("Licensee's Site").
2. Licensee has been issued liquor license #4703854 by the State of Colorado ("Liquor License").
3. Licensee applied to the Town for the issuance of a license for the purpose of providing alcoholic beverage service under the Liquor License on the Town-Owned Open Space, commonly known as the Mountain Village "Ice Rink" as depicted on Exhibit "A" attached hereto (the "Service Area").
4. The Town desires to grant, and Licensee desires to accept, the license described below for the limited purposes of allowing Licensee to conduct liquor operations specifically including, the consumption of alcohol and when approved through a special event permit, the sale and service of alcohol in, on, and over the Service Area, pursuant to the Liquor License held by Licensee 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 Service Area, as follows:
 - a. Licensee shall have possessory rights to the Service Area sufficient to allow Licensee to maintain the Service Area under the Liquor License during the Term of this License. Licensee shall be allowed, at all times excluding those times for which a third Party has a Town approved special event on the Service Area, to permit its patrons and guests who purchase alcohol from an authorized point of sale at Licensee's Site to possess and consume alcohol over the Service Area during the Summer Season (as defined below). Licensee shall also be allowed to apply for a special event permit through the applicable Town laws as may be amended, and upon receipt of approval of a special event permit, be allowed to sell and serve alcohol in the Service Area. Subject to the foregoing, the Town or its designee shall retain reasonable rights to use the Ice Rink for any normal public uses including, without limitation, hosting of third Party events so long as they do not conflict with events approved for the Licensee.
2. TERM. This License Agreement shall be good for the "Summer Seasons" of the years of 2015 through 2017. The period from April 15 through November 15 shall be referred to as the "Summer Season". This License Agreement shall automatically renew for successive Summer Season terms for a period of three (3) additional years running from April 15, 2018 through November 15, 2020 unless terminated earlier pursuant to Paragraph 8 below (the "Term"). Other than during the Summer Season, (April 15 through November 15) the License shall have no rights to the Service Area.
3. LOCATION.
 - a. Licensee shall have the obligation to prevent encroachment of any chairs, tables, and/or other related personal property onto the Service Area, except during approved special events.
 - b. Licensee shall use signage, to designate the boundaries of the Liquor License in areas where the Service Area abuts to adjacent plazas and walkways.

4. USE.

- a. The Licensee shall ensure that no alcohol is sold, served or taken outside of the Licensee's licensed areas.
- b. Licensee shall use and maintain the Service Area in accordance with all applicable health and safety laws, ordinances, and/or regulations for the protection of patrons of the Madeline Hotel and Residences Telluride.
- c. Licensee shall only be permitted to place its equipment, including but not limited to tables, chairs, service areas and other equipment necessary for the service of food and beverage within the Service Area during approved Special Events. At all other times Licensee shall keep such equipment off-site so that the Service Area is available for public use.

5. MAINTENANCE.

- a. Licensee agrees to repair and/or replace any damage to any portion of the Service Area only to the extent any damages shall be caused by or in connection with Licensee's use thereof. 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 Service Area are in need of repair or replacement due to the activities of Licensee and/or its customers in the Service Area.
- b. Licensee shall clean the Service Area by removing debris, trash, and sweeping and washing down the Service Area, as needed. The cleaning shall be conducted as frequently as each day, if necessary, to prevent debris or trash from being blown or scattered around the Service Area or adjacent plaza areas.

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 Service Area, except to the extent caused by the acts or omissions of the Town, its agents, and/or its employees.

7. INSURANCE REQUIREMENTS.

- a. Licensee shall carry general liability insurance covering all food, beverage, and liquor operations permitted pursuant to the License in an amount no less than \$1,000,000.00 for a single occurrence and \$2,000,000.00 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 Service Area immediately upon cancellation of the insurance coverage required pursuant to this Paragraph, 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 30 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 pursuant to Paragraph 1 above including, without limitation, removing any portion of the Service Areas from the License.

- b. In addition to, and separate from, the termination provisions set forth in Paragraph 8a. above, this License Agreement may be terminated, as follows:
 - i. In the event that the Liquor License is terminated for cause, the Town thereafter shall have the right, but not the obligation, to terminate this License Agreement, effective immediately upon providing Licensee with written notice of such termination.
 - ii. In the event that the Liquor License is not renewed by the Town due to an administrative error or other similar lapse on behalf of Licensee and/or the Town, the Town shall provide written notice of such error or lapse to Licensee. Licensee shall have 45 days after receipt of such notice to cure the deficiencies that led to such non-renewal and reinstate and/or renew the Liquor License. If Licensee is unable to reinstate and/or renew the Liquor License by the end of such 45-day period, the Town thereafter shall have the right, but not the obligation, to terminate this License Agreement, effective immediately upon providing Licensee with written notice of such termination.
- c. Upon any termination of this License Agreement, Licensee shall restore the Service Area to its original condition existing prior to the Effective Date, less normal wear and tear. Any personal property of Licensee placed temporarily on the Service Area pursuant to the License shall be removed at the end of the Term at Licensee's sole cost and expense.
- d. Either Party may terminate this License Agreement for convenience by giving the other Party written notice of termination at least 90 days prior to commencement of a Summer Season. This License Agreement may not be terminated for convenience during a Summer Season.

9. HOURS OF OPERATION.

- a. Last call for service of food and drink shall be no later than 10:00 p.m. on any portion of the Service Area. All patrons must vacate the Service Area no later than 11 p.m.
- b. No live or amplified music shall be allowed to emanate from the Outside Seating Area after 10:00 p.m., without the Town's prior written approval.

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, within and surrounding the Service Area, 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 Service Area.

- b. By the Town:
 - i. The Town shall not be required to make any improvements to the Service Area, 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 the Licensee sells, leases or relinquishes control of Licensee's Site, Licensee shall immediately notify the office of the Town Manager.
 - c. 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.
 - d. Licensee may not assign, sublet, or transfer this License Agreement, or any portion thereof without the Town's prior written approval.
 - e. 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:

NVHG Hotel Madeline Operator, LLC,
 Attn: Simon A. Hallgarten
 36 Narrow Rocks Road
 Westport, CT 06880

If to the Town:

Kim Montgomery, Town Manager
 Town of Mountain Village
 455 Mountain Village Blvd., Suite A
 Mountain Village, CO 81435
 Email: kmontgomery@mntnvillage.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 License Agreement, effective as of the Effective Date.

LICENSEE:

NVHG Hotel Madeline Operator, LLC,
a Delaware limited liability company

By: 
Simon A. Hallgarten, Authorized Signatory

TOWN:

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

By:  **Kim Montgomery**
2015.04.22 13:19:52 -06'00'
Kim Montgomery, Town Manager

By: **James Mahoney**
Digitally signed by James Mahoney
DN: cn=James Mahoney, o=J. David Reed, P.C.,
ou, email=jmahoney@jreedlaw.com, c=US
Date: 2015.04.22 13:16:44 -06'00'
James Mahoney, Assistant Town Attorney

SAN MIGUEL REGIONAL HOUSING AUTHORITY

820 Black Bear Road, G-17, P.O. Box 840, Telluride, CO 81435
Ph:970-728-3034, Email:smrha@telluridecolorado.net

TO: TMV Council

FROM: SMRHA

DATE: April 5, 2016

RE: A request from Andrew and Amy Tokarz to occupy Spring Creek Unit 14 after purchase by exception to the Town of Mountain Village Employee Housing Restriction Ordinance No. 1997-05 Section D. Definitions 4. Employee

Attached: Exception request

Overview: Andrew and Amy Tokarz are under contract to purchase, Spring Creek Unit 14. (also known as 14 Spring Creek Drive) Andrew and Amy have submitted a request for permission to occupy the unit after closing because they do not currently meet the definition of Employee. Andrew is an IT consultant working remotely most of the time for a large company not located within the Telluride R-1 School District boundary. Amy is seeking a teaching position within the Telluride R-1 school District boundaries, but if that does not materialize in the first year, she will look for other employment locally. The household anticipates Amy's employment will qualify them, but should she not find employment or leave the workforce for any unforeseen reason, they would like Andrew's employment to be considered qualified by exception.

The household can purchase the unit, but without local employment, they cannot occupy the unit without an exception from the Housing Authority. The standard used by SMRHA is for a letter of employment, a local business license, or other verifiable proof of employment within the region. Andrew's employment is the primary support for the family and does not require his presence within one of the company's offices. He will be able to continue to work within the home and travel occasionally.

Per the guidelines:

II. GUIDELINES, RULES AND REGULATIONS GOVERNING AFFORDABLE HOUSING IN THE TOWN OF MOUNTAIN VILLAGE

D. Definitions

4. Employee shall mean a person who is employed or can show intent to be employed within the Telluride R-1 School District and maintains Residence in the Town. The Town Council or its designee shall determine whether a person qualifies as an Employee based on criteria including evidence of income earned within the Telluride R-1 School District, place of voter registration, place of automobile registration, driver's license address, income tax records and public service involvement within the Telluride R-1 School District community. A person not otherwise meeting the definition of Employee may be qualified as an Employee by staff if that person is more than sixty (60) years of age and has been employed in the Telluride R-1 School District. Determination of Employee eligibility by the staff may be appealed to the Town Council or its designee.

SMRHA Recommended Language For A Motion:

- 1) The Town of Mountain Village Housing Authority grants an exception to the employment requirement to Andrew Tokarz following closing on Spring Creek Unit 14 a deed restricted unit, with the following condition:
 - Amy Tokarz will supply SMRHA with her employment information within 5 days of having an offer of employment, including the employer documentation form.
 - If Amy Tokarz does acquire employment or leaves the workforce, Andrew's employment will be considered qualified by exception as long as he is performing the same work in the same field. Should Andrew's employment change significantly, the household will notify SMRHA and the matter will be referred back to the Town of Mountain Village Housing Authority to be heard.

OR

- 2) The Town of Mountain Village Housing Authority does not grant an exception to the employment requirement and the unit may not be occupied until one member of the household has established and maintains local employment with documentation provided to SMRHA.

SAN MIGUEL REGIONAL HOUSING AUTHORITY

Mountain Village Exception Form



EXCEPTION APPLICATION-A Fee May Apply- Return to SMRHA

APPLICANT INFORMATION

Name: Andrew & Amy Tokarz		E-mail Address:	
Mailing Address:		Phone:	
City:	State:	Zip Code:	
Mountain Village Business License Number (If Applicable): —			

PROPERTY INFORMATION

Physical Address: 14 Spring Creek Drive
Current Recorded Deed Restriction: (Yes or No) YES

OWNER INFORMATION- If the exception is for a renter

Property Owner:		E-mail Address:	
Mailing Address:		Phone:	
City:	State:	Zip Code:	

Description of Request (Or Attach Your Request)

My family and I are requesting exception to purchase and reside at 14 Spring Creek Dr, Mountain Village. We will be living full time in the home. My wife, Amy is currently in her 8th year teaching at our local high school. She is currently applying to the Telluride school district. If there are no teaching jobs available, she will look for other employment in town. She is also a Registered Dietitian with health care, food service and software experience that may prove useful in a position. I will be working remotely from home 90% of the time, with periodic travel out of state for my job as an IT Manager. Our three kids(11, 10, and 9)are looking forward to making new friends at Telluride Intermediate School. All are active in different activities such as basketball, lacrosse, piano, dance and art.

Last summer we spent 7 weeks renting a condo in Telluride to make sure we wanted to move here .We brought our bikes, our dog and a sense of adventure. Amy volunteered at the wine festival. Kids enjoyed Telluride Academy camps and Ah Haa Art School, as well as family adventures around town. They are signed up this summer to participate in programs at Telluride Academy, Ah Haa and Telluride Dance . I have volunteered with the Lucas Fire Department in the past and would like to participate in a similar role if possible in Telluride or Mountain Village. I'm also active in our current HOA.

SAN MIGUEL REGIONAL HOUSING AUTHORITY



Mountain Village Exception Form

Many of our friends and family ask "Why?" We live in a popular, small Dallas suburb, with a top notch school district that many desire to move to. Our parents live nearby. In our visits to Telluride over the last few years, we have felt at home. We value the slower pace and look forward to getting out of the consumerism and competition of our current community. We are ready to enjoy more skiing, biking, hiking and community activities as a family. We also look forward to welcoming our friends and family to spend time visiting us in our new home.

We have been studying the real estate market and house hunting in the area for more than 18 months. We've learned many of the unique details about the market and home buying process. We've talked at length with many locals (realtors, builders, Shirley, ski instructors, teachers, and more!) and we desire to become locals as well. Thank you for your time and consideration. We look forward to meeting you in the future.

Applicant Signature

3/25/14

Date

Co-Applicant Signature



To: Mayor and Town Council

From: Nichole Zangara Riley, director of marketing and business development

For: April 21, 2016 Town Council Meeting

Date: April 14, 2016

Re: Discussion on Mountain Village Wayfinding/Enhances Signage Project Scope of Work

The Marketing and Business Development Department has requested the services of Esse Design (www.essedesign.net), a strategic visual communications firm based out of Basalt, to assist the town with the development and implementation of an enhanced wayfinding program. Esse Design is also the firm that the Town of Telluride is using to develop and implement its wayfinding program, allowing for more symmetry between the towns and an already well developed familiarity with our municipality. Using this firm will allow for the most effective, consistent and efficient process.

Within the following pages you will find the scope of work and proposal, which is based on numerous conversations with Esse Design. Once we have completed the initial discovery process, conducted stakeholder meetings, and create a well-defined signage design and approach, we can drill down and add more details to the scope of work and specific deliverable dates.

At the April 21 meeting, Town Council will have the opportunity to meet Esse Design Principal Julie Kolar and have a high-level discussion regarding this project.

To: Nichole Zangara Riley
Marketing & Business Development Director
Town of Mountain Village
Mountain Village, CO 81435

04 08 16

For: Town of Mountain Village // Wayfinding - Scope of Services

Dear Nichole,

Thank you very much for allowing us the opportunity to submit a proposal for the Mountain Village Wayfinding Project. Through working with the Town of Telluride and the Open Space Commission over the past several years, I have grown very fond of the area and all of its natural and created beauty. It is truly a unique place.

Based on our conversations and the information you have provided to date, I have put together the following proposal. I have outlined each aspect of the project along with fees associated and a general timeline. Some of the more specific details of the project will have to be flushed out as we explore the needs, hear from stakeholders and refine the priorities. The fees included have been based both on the general scope we discussed as well as current industry standards appropriate for small town wayfinding systems of this sort.

I look forward to meeting with you on site to review the current conditions and to discuss all of the possibilities. In the meantime, please let me know if you have any additional thoughts or questions. Thank you once again for extending the opportunity — it will be an honor to work with you and Mountain Village on this important project.

Sincerely,



Julie Kolar
Principal

**For: Town of Mountain Village // Wayfinding - Scope of Services
Project Assumptions, Goals and Priorities to Date**

The primary goals of a new and improved wayfinding system are to accomplish:

- Ease of navigating Mountain Village, for locals and visitors alike
- A more welcoming vibe to give people an “experience” worth staying for and returning to
- Better access to key locations and activities with more comprehensive cues and information
- A sense of place through storied experiences
- Synergy among Town entities

Wayfinding Mediums to potentially explore:

- Wayfinding and informational signage systems
- Digital screen displays (by others – Abrams/coordinated with feasibility study and proposal)
- Smart phone app-based tours (by others – Canogle)
- Beacon technology outreach (linked to Mtn. Village WiFi system)
- Architecture and/or landscape architecture features

Wayfinding and Informational Sign Types (revitalize existing signs plus new additions):

- Business directories
- Business pendants
 - attachment to current light poles
- Official town building façade signage
- Parking signage
 - wayfinding; internal garage information and directionals
- Public amenity signage
 - restrooms, water fountains, transportation nodes, post office, WiFi, bike racks, bike lanes, ski racks, puppy parking
- Mile markers
- Gondola and lift ticket signage
 - wayfinding; gondola terminal information and directionals
- Safety signage
- Trail and recreation signage
 - information and wayfinding
- Art installations
 - informational plaques

Key stakeholders include:

- TMVOA Representative
- Telluride Ski Resort Representative
- Town of Telluride Representative
- Subcommittee, appointed business/community members
- Community at large

Proposal

To: Nichole Zangara Riley
 Marketing & Business Development Director
 Town of Mountain Village
 Mountain Village, CO 81435

04 08 16

For: Town of Mountain Village // Wayfinding - Scope of Services

PHASE 1: DESIGN

1) Discovery process to establish overall design criteria and components	\$	3,000.00
2) Review and interpret current sign code		400.00
3) Preliminary design development and systems approach		5,600.00 to 6,200.00
4) Collaboration with team members and digital vendors		600.00 to 800.00
5) Stakeholder meeting(s) to review and improve design		800.00 to 1,000.00
6) Complete design development for all signage components		6,200.00 to 7,400.00
7) Comprehensive Signage Design Overview and Guidelines for build out		3,000.00 to 4,600.00

DESIGN SUBTOTAL	\$	19,600.00 to 23,400.00
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PHASE 2: MATERIALS, FABRICATION, INSTALLATION

Specifics to be determined as a product of the design process	\$	TBD
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Fees: Art Direction, Design, Project Leadership @ \$100/hr; Production, Content @ \$80/hr

Terms: *This document serves as an estimate based on information provided to us to date and does not represent an exact quote. If in the event that the scope realizes more or less work, the fees and costs associated will be adjusted accordingly. Eventual fabrication and materials costs will be solely determined by the design process. Fees are inclusive of all travel and expenses. All invoices are due upon receipt.

Thank you for the opportunity to submitthis proposal!

Sincerely,



Julie Kolar
 Principal

Approved by:

Nichole Zangara Riley
 Town of Mountain Village

Date

*Please note that these figures do not represent a quote, rather, they are an estimate of what we believe the job will take, to the best of our knowledge, given the information you have provided. If more work is involved, the actual price may be higher; if less work is needed, the actual price may be lower. We will, however, keep you informed of any change which exceeds 10 percent. Also note that this estimate is based on providing services on or about the dates indicated. Printing prices are valid for 90 days. Delays beyond our control may increase costs.

For: Town of Mountain Village // Wayfinding - Scope of Services
General Timeline

PHASE 1: DESIGN

Discovery Process and Stakeholder Meetings (spring 2016)

Design Development (summer and fall 2016)

Design Guidelines (fall and winter 2016)

PHASE 2: MATERIALS, FABRICATION, INSTALLATION

Materials, Fabrication (winter 2016/2017 and spring 2017)

Installation (summer 2017)

2016

2017

2016		2017			
spring	summer	fall	winter	spring	summer
Discovery Process	Design Development	Design Development	Design Guidelines	Materials, Fabrication	Installation
Stakeholder Meetings		Design Guidelines	Materials, Fabrication		

Memo

Agenda Item 8

To: Mayor and Town Council
From: James Mahoney
CC: File
Date: April 14, 2016
Re: Crown Castle DAS Franchise Agreement

Over the past year and a half, the Town's staff has been looking at possible solutions to wireless communications issues that our residents and guests have, especially at peak visitation times around winter holidays, spring break, festivals and special events.

The Town met with TSG and a group called Aspen Wireless initially in order to explore possible solutions. Aspen Wireless reached out to several tower companies and eventually put the Town and Crown Castle, together as Crown Castle was the only capable and interested tower provider. Crown Castle is the nation's largest provider of shared wireless infrastructure. The Town and Crown Castle then began to explore the possibility of installing a Dispersed Antenna System (DAS). Crown Castle installed a DAS system in the Vail valley ahead of some major events and it produced great results for wireless communications.

A DAS system is a network of small, strategically dispersed antennas that distribute coverage in a manner that is less affected by high concentrations of cellular use. Such systems are installed in large stadium venues, urban areas and areas like Vail which have large influx of crowds that traditional networks are not well equipped to handle.

Over the past twelve months we have worked with Crown Castle on negotiating a franchise agreement which would allow them to utilize Town property (mainly road right of ways, light posts, shop buildings, plaza areas and sign polls, etc...) to install their own fiber network and DAS system. The Agreement will actually be with NewPath Networks, LLC which is a Crown Castle subsidiary and handles their DAS installations.

Town staff has also reached out to multiple experts in this area and has gotten advice and guidance from such experts in formulating this agreement. Town staff has also discussed with representatives from Vail's IT department and legal team regarding any issues Vail has had in implementing its system.

The result of these negotiations and research is the attached Ordinance and Franchise Agreement.

Some of the major deal points are as follows:

1. Town grants Crown Castle the right to use certain innumerate Town properties.
2. Crown Castle installs its own fiber network and antennas (once they have two wireless providers signed up for the system).
3. Town can impose a franchise fee of up to 5% of revenue generated off the system by Crown Castle after a waiting period of 3 years where Crown Castle will make a significant investment in the DAS system infrastructure.
4. Town gets use of fiber to supplement the Town's own fiber network.
5. Initial term of ten years with three additional five year auto renewals in the event of no default, but also with the option to terminate with advanced notice prior to the auto renewals.
6. Process for approval of initial system once designed would include an application to the Town, review by key Town departments, review by DRB on aesthetics only and final approval by Council. Additions would be approved by staff so long as they comply and are of the same aesthetics as the initial approved system.
7. Vastly improved communications capabilities once the system is installed.

Possible Motions:

- A. Approval: I move to approve on first reading an Ordinance adopting a Franchise Agreement with NewPath Networks for the installation of a dispersed antenna system and set a public hearing for May 18th, 2016.
- B. Approval with direction: I move to approve on first reading an Ordinance adopting a Franchise Agreement with NewPath Networks for the installation of a dispersed antenna system and set a public hearing for May 18th, 2016, with the following directed changes to the Franchise Agreement.

ORDINANCE NO. 2016 - _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE AMENDING ADOPTING A FRANCHISE AGREEMENT WITH NEWPATH NETWORKS, LLC FOR THE INSTALLATION OPERATION AND MAINTENANCE OF A DAS FACILITY WITHIN THE TOWN OF MOUNTAIN VILLAGE

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 essential to the public health, safety and welfare of the Town, its residents, property owners and guests to enhance the cellular network capabilities within the Town.
- C.** NewPath Networks, LLC (“NewPath”) is a subsidiary of Crown Castle International Corp, and is a recognized leading provider of dispersed antenna systems (“DAS”). NewPath is also a licensed utility provider by the Colorado Public Utilities Commission making NewPath eligible to be granted a Franchise by the Town.
- D.** In order to improve and enhance the cellular network capabilities, the Town desires to grant a Franchise to NewPath for installation of a DAS within the Town according to the terms and conditions of the Franchise Agreement attached hereto and incorporated herein as Exhibit A.

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. The Franchise Agreement with NewPath is hereby adopted 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 June 18th, 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 21st day of April, 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, Mayor pro-tem				
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

DAS FACILITY FRANCHISE AGREEMENT

by and between

Town of Mountain Village, a home-rule municipality and political subdivision of the state of Colorado

and

NewPath Networks, LLC

Dated _____, 2016

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SCHEDULES:

- Schedule 1 **Property**
- Schedule 2 **Existing Agreements**

EXHIBITS:

- Exhibit A **Sample DAS Order**
 - Exhibit 1 **Network Description**
 - Exhibit 2 **Node Equipment and Locations**
 - Exhibit 3 **Hub Site**
 - Exhibit 4 **Fiber Network**
 - Exhibit 5 **Sample Resolution**
- Exhibit B **Notification of Removal by Franchisee**
- Exhibit C **Fiber Network Standards**

DAS FACILITY FRANCHISE AGREEMENT

THIS DAS FACILITY FRANCHISE AGREEMENT is entered into as of the date fully executed below (“Effective Date”), by and between **Town of Mountain Village, Colorado**, a home-rule municipality and political subdivision of the state of Colorado (the “The Town”), and **NewPath Networks, LLC**, a New Jersey limited liability company (“Franchisee”).

RECITALS

- A. WHEREAS, The Town is the owner, manager and operator of the land and premises identified in Schedule 1 hereto, including certain buildings and grounds (the “Property”), which Property includes buildings, utility infrastructure, signage, light standards, Fiber Network (if applicable) and other improvements identified in Schedule 1 hereto (herein “Structures”); and
- B. WHEREAS, The Town desires (i) to enhance the wireless communications services available at the Property and throughout the incorporated boundaries of the Town of Mountain Village through a more comprehensive solution on the conditions agreed to herein; (ii) to rely on the resources and experience of Franchisee to manage access to the Property and the Structures by the use of common facilities for all Wireless Carriers to minimize redundant use of the Structures and minimize the visual impact thereon; and (iii) to avoid unnecessary disruption and administrative burdens for The Town’s business and operations; and
- C. WHEREAS, Franchisee proposes to occupy a portion of certain of The Town’s Structures and Property for the purposes of creating a wireless communications network available for hire from Franchisee by Wireless Carriers; and
- D. WHEREAS, The Town is authorized to grant one or more Franchises to Franchisee to make Attachments to The Town’s Structures and to occupy a certain portion of the Property in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby covenant and agree as follows:

AGREEMENT

- 1. **Definitions**. For all purposes of this Agreement, the following terms shall be defined as follows:
 - a. **Additional Services** shall have the meaning set forth in Section 2.e.
 - b. **Affiliate** shall mean any entity which directly or indirectly controls, is controlled by or is under common control with the referenced entity.
 - c. **Agent** shall mean any directors, trustees, officers, employees, affiliates, agents, assigns, successors, representatives, contractors or subcontractors of a Party.
 - d. **Agreement** shall mean this DAS Facility Franchise Agreement and all DAS Orders executed hereunder, each as amended.
 - e. **Alternate Location** shall have the meaning set forth in Section 6.b.
 - f. **Attach** shall mean to install, connect or construct Attachments on, at or in a Structure pursuant to a DAS Order.
 - g. **Attachments** as used herein shall include antenna, wire, fiber optic, telecommunications and/or coaxial cable, Nodes and other wireless communications equipment attached and maintained upon a Structure pursuant to a DAS Order.

- h. **Carrier Agreement** shall mean a binding contractual commitment between Franchisee and a Wireless Carrier to utilize the System.
- i. **Council** shall have the meaning set forth in Section 5.a.
- j. **Cure Period** shall have the meaning set forth in Section 10.a.
- k. **DAS Order** shall have the meaning set forth in Section 2. “DAS Order” shall also refer to amended DAS Orders.
- l. **Defaulting Party** shall have the meaning set forth in Section 10.a.
- m. **DPDS** shall have the meaning set forth in Section 5.a.
- n. **DRB** shall have the meaning set forth in Section 2.c.
- o. **Effective Date** shall mean the date set forth in the Preamble.
- p. **Environmental Law** shall mean any Law regulating the presence of Hazardous Materials on or relating to the Property, including the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; or state or local Law analogous thereto.
- q. **Existing Agreements** shall mean the agreements identified in Schedule 2 hereto, each between a Wireless Carrier and The Town in full force and effect as of the Effective Date for the operation of Wireless Carrier facilities on the Property.
- r. **Fiber Network Standards** are set forth in Exhibit C hereto.
- s. **Force Majeure** shall mean any event beyond the control of either Party and which is relied upon by either Party as justification for delay in, or as excuse from complying with, any obligation required of the Party under this Agreement, including, but not limited to: (i) an act of God, war, terrorism, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates or otherwise affects this Agreement, the operation of, or any permits or licenses associated with or related to, the obligations hereunder; (iii) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county or local law, rule, permit, regulation or ordinance after the date of execution of this Agreement, applicable to the obligations hereunder, including, without limitation, such changes that have a substantial or material adverse effect on the cost of performing the obligations herein; (iv) any work stoppages, strikes, picketing, labor dispute, or similar activities at the Property; (v) the institution of a legal or administrative action or similar proceeding by any person or entity that delays or prevents any aspect of the obligations to be performed by either Party hereunder.
- t. **Franchised Structure** shall mean a Structure upon which an Attachment has been made and is maintained thereupon by Franchisee pursuant to this Agreement.
- u. **Franchisee** shall have the meaning set forth in the Preamble.
- v. **Franchisee’s Fiber Network** shall mean dark fiber capacity on Franchisee’s fiber optic network or related or unrelated conduit installed throughout the Property and identified and dedicated for Franchisee’s use through a DAS Order.
- w. **Government Authority** shall mean the United States of America, the state, commonwealth, tribal unit, county, parish, town, or other municipality in which the Property is located and any governmental entity

exercising executive, legislative, judicial, regulatory or administrative functions of, over or pertaining to the System or the Property.

- x. **Government Permits** shall mean all certificates, permits or other approvals which may be required from any Government Authority necessary for the construction and operation of the System.
- y. **Hazardous Materials** shall mean (i) any explosive or radioactive substances or waste, petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls; (ii) any 'hazardous substances,' 'extremely hazardous substance,' 'hazardous chemical,' 'toxic chemical,' 'hazardous waste' or 'pollutant,' each as defined under Environmental Law; and (iii) any substance or waste regulated under any Environmental Law.
- z. **Hub Site** shall mean the exterior or interior space used by Franchisee, which may or may not be leased by The Town to Franchisee (if leased from The Town it shall require a separate written lease agreement between the Parties) and identified in a DAS Order: (i) for the installation of Franchisee's equipment for the operation and control of the System; and (ii) to be licensed to Wireless Carriers for the placement and operation of their equipment required for use of the System.
- aa. **Initial Application** shall have the meaning set forth in Section 5.a.
- bb. **Initial Term** shall have the meaning set forth in Section 3.
- cc. **Laws** shall mean any administrative, judicial, legislative or other statute, law, ordinance, Government Permit, regulation, rule, order, decree, written pronouncement, writ, award or decision of any Government Authority.
- dd. **Node** shall mean a radio access node of the System, generally consisting of an antenna, equipment box, cabling connecting the antenna and equipment box and related attachments.
- ee. **Non-Defaulting Party** shall have the meaning set forth in Section 10.a.
- ff. **Parties** or **Party** shall mean The Town and Franchisee.
- gg. **Person** shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, limited liability company, unincorporated organization or government or any agency or political subdivision thereof.
- hh. **Primary Purpose** shall have the meaning set forth on Schedule 1 hereto.
- ii. **Property** shall have the meaning set forth in the Recitals.
- jj. **Radio Space** shall be the locations on, in or at a Structure to be occupied by any Attachments for operation of the System, including the Hub Site space.
- kk. **Renewal Term** shall have the meaning set forth in Section 3.
- ll. **RF** shall mean radio frequency energy, whether or not associated with operation of the System.
- mm. **Structure Manager** shall mean The Town's designated manager for managing and administering, on behalf of The Town, the Attachments and the System.
- nn. **Structures** shall have the meaning set forth in the Recitals.
- oo. **Subsequent Applications** shall have the meaning set forth in Section 5.a.ii.
- pp. **System** shall mean collectively the small cell network, including distributed antenna system (DAS), constructed by Franchisee under a DAS Order for the purpose of providing RF coverage in and about the Property, including Franchisee's System equipment at the Radio Space and all Attachments, power lines,

four(4) hours of battery backup power generation for the Hub Site, coaxial, fiber optic and telecommunications cables and other associated equipment, including equipment owned and operated by Wireless Carriers, located throughout the Property and at the Hub Site and operated by Franchisee on a commercial, for-profit basis to provide services to Wireless Carriers.

- qq. **Term** shall have the meaning set forth in Section 3.
- rr. **Term Commencement Date** shall mean either the earlier of (1) the Threshold Wireless Carrier Agreement is fully executed or (2) the date twelve (12) months following the Parties' execution of this Agreement.
- ss. **The Town** shall have the meaning set forth in the Preamble.
- tt. **The Town's Fiber Network** shall mean dark fiber capacity on The Town's fiber optic network or related or unrelated conduit installed throughout the Property and identified and dedicated for Franchisee's use through a DAS Order.
- uu. **Threshold Wireless Carrier** shall have the meaning set forth in Section 5.
- vv. **Wireless Carrier** shall mean a wireless cellular provider offering communications services to the public, including commercial mobile radio service (CMRS), cellular, personal communications service (PCS), wireless broadband (wireless broadband shall not include standalone wireless internet provider only providing broadband access, which shall be allowed only with the written consent of The Town), telematics and wireless data carriers. The Town shall not be considered a Wireless Carrier to the extent it provides any such services for its own internal use or wireless broadband service.

2. **Grant of Franchise.** On the terms and conditions set forth in this Agreement from time to time upon the Parties' mutual execution and delivery of a DAS Order substantially in the form attached to this Agreement as Exhibit A (a "DAS Order"), The Town grants a non-exclusive right, privilege and authority to Franchisee, to install, maintain, monitor and operate within (a) the Radio Space described therein and (b) if applicable, the Fiber Network in the quantity and length identified in such DAS Order. The Town agrees, subject to the conditions in this Agreement, that, by way of the DAS Order, it will permit Franchisee (i) to place, operate and maintain Attachments within the Radio Space on Leased Structures in order to operate its System, and (ii) if applicable, to use the Fiber Network as a transmission medium to provide communication services and lit fiber transport capacity as appropriate for the operation of the System. Franchisee agrees that its Attachments will be used only in connection with Franchisee's construction, operation and maintenance of the System. Franchisee expressly recognizes that the Structures are used and are to continue to be used by The Town for the Primary Purpose, and that Attachments are and will continue to be secondary and subordinate to The Town's use of its Structures for its Primary Purpose.

- a. **System Additions.** Franchisee shall have the right, subject to approval of The Town and the provisions of this Agreement, to (i) attach to any additional Structure; or (ii) add additional Attachments to any Structure; and, if applicable, use additional portions of the Fiber Network, upon the Parties' execution of an amended DAS Order. Franchisee shall have exclusive right to the use of the Franchised Structures for purpose of operating a System on the Property.
- b. **Limitations.** Regardless of its duration, Franchisee's use of a Structure shall not vest in Franchisee any ownership rights in the Structure. In addition to the Existing Agreements, the right to Attach herein granted shall at all times be subject to any pre-existing contracts and arrangements, written notice of which The Town provides to Franchisee in advance of the Parties' executing a DAS Order. Nothing herein contained shall be construed to compel The Town to maintain any of its Structures for a period longer than is necessary for its Primary Purpose.
- c. **Consents.** The Town represents that it is authorized to grant to Franchisee the right to Attach and that The Town has authorized the Structure Manager, subject to Section 5.a, to grant DAS Orders on its behalf consistent with the terms of this Agreement. No consent or approval of any third party, other than the Design Review Board ("DRB") and Council (as defined below), is necessary for The Town to execute this

Agreement or perform the obligations hereunder for the Term of this Agreement. Franchisee will be responsible at its expense for securing all Government Permits necessary for the installation and operation of the System.

- d. **Exclusive Marketing Rights.** The Town hereby designates Franchisee as the point of contact regarding discussions and dealings with Wireless Carriers in connection with their wireless telecommunication needs at the Property, including siting, installation, development, use and management thereof, whether by distributed antenna system, rooftop, tower or otherwise. The Town shall require all Wireless Carriers requesting use of, or expressing an interest in using, the Property to provide wireless telecommunications service thereon to consult with Franchisee and grants to Franchisee the right to negotiate on The Town's behalf with all Wireless Carriers in this regard. During the Term, except as provided in Section 2.e below, The Town shall not grant a lease, license or similar agreement during the Term to any Wireless Carrier or commercial wireless infrastructure provider for the purposes of installing a wireless telecommunications system at the Property. The Town reserves the right to continue, modify or terminate the Existing Agreements as it determines in its sole discretion.
 - e. **System Expansion.** The Town and Franchisee acknowledge and agree that increased demand, changes or advances in wireless technology, among other reasons, during the Term may cause The Town or Wireless Carriers to desire expansion of the System or the provision of additional wireless network coverage or capacity on the Property (collectively, "Additional Services"), and Franchisee shall have the exclusive right to provide the Additional Services, as set forth herein. In the event Additional Services are desired by The Town, The Town shall provide a written Proposal to Franchisee setting forth its coverage, technology and other objectives (the "Objectives"). Franchisee shall provide a written Proposal ("Proposal") for the provision of Additional Services within ninety (90) days following receipt of such Objectives from The Town. In the event a Wireless Carrier desires Additional Services, Franchisee shall provide a Proposal to The Town for review. In the event that The Town accepts Franchisee's Proposal (as may be modified by mutual consent), the Parties agree to execute a mutually acceptable amended DAS Order. In the event that (i) Franchisee declines to provide the Additional Services, or (ii) following good faith negotiations, The Town and Franchisee cannot reach agreement on the provision of Additional Services within one hundred eighty (180) days following delivery of Franchisee's Proposal, then The Town shall be free to enter into agreements with any third party for Additional Services but subject to Objectives substantially similar to those set forth in the original request. Notwithstanding the provisions of this section, The Town shall have no obligation whatsoever to allow any Additional Services and Franchisee shall have no obligation to effect or right to require such expansion.
3. **Term.** This Agreement shall commence on the Effective Date and shall continue in effect for a period of ten (10) years following the Term Commencement Date (the "Initial Term") unless previously terminated pursuant to the provisions herein; each DAS Order will commence on the "Order Effective Date" set forth thereon. The Agreement shall automatically renew for three (3) additional five (5) year terms (each a "Renewal Term", collectively with the Initial Term, the "Term"), unless either Party provides written notice to the other Party of its intent not to renew not less than one hundred eighty (180) days prior to the expiration of the then-current Term. The term of any DAS Order shall, unless previously terminated pursuant to the provisions of this Agreement, continue in effect until the end of the Term and the terms of this Agreement shall be incorporated into each such DAS Order.
 4. **Consideration, Franchise Fee and Taxes.** In consideration for The Town's entering into this Agreement and granting the DAS Orders to Franchisee throughout the Term, Franchisee shall provide the following consideration to The Town:
 - a. **Consideration.** In consideration for (and pursuant to the terms and conditions of this Agreement): (i) its construction at Franchisee's cost of the System; (ii) marketing the System to Wireless Carriers in order to increase the number of Wireless Carriers providing coverage to the Property; (iii) deployment of neutral host technology which reduces the visual impact, consumption of Attachment space and limiting disruption to The Town's Primary Purpose; and (iv) serving as the manager and single point of contact for Wireless Carriers, eliminating the administrative burden on The Town's organization, Franchisee shall be entitled to bill and keep all revenues of the System except as set forth in Section 4.b of this Agreement.

- b. **Franchise Fee.** At any time after the first three (3) years of the Effective Date of this Agreement, The Town may, in its sole and absolute discretion, elect to charge Franchisee, a “Franchise Fee” for the use of the Property and Structures as contemplated by this Agreement which are valuable public assets acquired and maintained by The Town at a great expense to its taxpayers, residents and guests. In the event The Town elects to impose a Franchise Fee, The Town shall do so by adopting an ordinance setting the Franchise Fee as a percentage of net revenues of the System not to exceed five percent (5%). The Franchise Fee shall not exempt Franchisee from the payment of other lawful fees and taxes. If imposed, the Franchise Fee shall be collected and paid to The Town by the Franchisee quarterly. Any transaction or arrangement between Franchisee and any Wireless Carrier using the System, which has the effect of circumventing payment of the Franchise Fee or evasion of payment of the Franchise Fee by any means is prohibited. The Franchise Fee shall be considered a payment for the use of the Property and Structures.
- c. **Reports.** If The Town elects to charge a Franchise Fee, Franchisee shall provide The Town with an opportunity to (i) review copies of all Carrier Agreements within fourteen (14) days of entering such agreements during normal business hours at Franchisee’s Denver, Colorado office; or (ii) upon request; Franchisee shall arrange temporary electronic access for two (2) people selected by The Town to view all Carrier Agreements. In addition, Franchisee shall permit The Town, its agents and employees at all times during normal business hours to review for any and all purposes complete and unredacted copies of the Carrier Agreements in the Denver, Colorado office of Franchisee and shall make unredacted copies available to The Town and its auditors for audits under this Agreement. No later than January 31 of each year, Franchisee shall provide to The Town an annual report showing all revenues received from Wireless Carriers and the calculation of the Franchise Fee for the preceding calendar year, or portion thereof (“Report”) and The Town shall reconcile accounts as necessary to resolve any discrepancies between Franchise Fees paid and that set forth in the Report. No more than two (2) times during each calendar year, Franchisee shall afford The Town, upon reasonable prior notice during regular business hours, the right to review or audit Franchisee’s books and records regarding operation of the System and performance of its obligations under this Agreement.
- d. **Public Records.** If The Town receives a public records request for records, The Town shall notify Franchisee in writing of such request so that Franchisee may take appropriate protective measures.
- e. **Taxes.** The Parties agree and acknowledge that The Town is a governmental entity and therefore is not subject to real estate or other taxes on the Property. Franchisee agrees that if personal property taxes are levied against the Property that are directly attributable to the improvements constructed by Franchisee, Franchisee shall reimburse The Town for such taxes. The Town agrees to provide Franchisee any documentation evidencing such personal property taxes are levied and how they are attributable to Franchisee’s use. Franchisee reserves the right to challenge any such assessment and The Town agrees to cooperate with Franchisee in connection with any such challenge.
5. **Construction and Operation of the System.** Franchisee will not commence construction of the System until it receives a binding contractual commitment from at least one (1) Wireless Carrier to use the System (“Threshold Wireless Carrier”). If there is no Threshold Wireless Carrier by the second (2nd) anniversary of the Effective Date, The Town may at its option, and notwithstanding anything contained herein to the contrary, terminate this Agreement without cost or obligation by written notice to Franchisee. If Franchisee is to construct the System, it will do so at the Property at its own cost and expense as set forth in the DAS Order and in accordance with the following:
- a. **Approval Process for System.** Upon Franchisee desiring to implement the first DAS Order for the System, Franchisee shall first submit an application to The Town to review such infrastructure (the “Initial Application”) which shall include, but not be limited to, review of the design characteristics, location, impact to the Property, existing Town infrastructure, Structures and the general impact to The Town from such System. The Initial Application shall be processed by The Town’s Department of Planning and Development Services (“DPDS”) who shall review the Initial Application to determine if it has sufficient information and details to make a determination on the Initial Application and, if not, it shall specify the information necessary to make a determination. DPDS shall coordinate all affected departments of The Town to review and comment on the Initial Application. Upon determining that the Initial Application has sufficient information and details to make a determination, the Initial Application shall be scheduled for

review by the DRB in order for the DRB to make a recommendation solely on the aesthetics of the Initial Application to The Town Council (the "Council"). The Council shall then consider the Initial Application and shall (i) approve; (ii) approve with conditions; (iii) deny or (iv) continue deliberating the Initial Application with specific directions or request information from Franchisee.

- i. Upon receipt of the Initial Application and a determination that the Initial Application has sufficient information, The Town shall be required to notice the Initial Application by posting in a newspaper of general circulation, on The Town's website and in three designated Town posting locations for at least fifteen (15) days prior to Council's review of the Initial Application. In addition, upon a determination that the Initial Application has sufficient information by the Town, Franchisee shall send written notice of date of the DRB and Town Council meetings for which the Initial Application will be considered at least fifteen (15) days prior to each such meeting to all property owners within one hundred and fifty (150) feet of each proposed Node.
 - ii. Upon approval of the Initial Application, Franchisee may desire to implement subsequent DAS Orders. In this case, Franchisee shall submit subsequent applications (the "Subsequent Applications") which shall be processed and approved by DPDS staff, so long as the Subsequent Applications are (x) substantially similar to the Initial Application; (y) use similar materials and methods and (z) comply with any conditions of approval from the Initial Application.
 - iii. The approval process set forth herein is adopted by Ordinance number _____ and is a specific approval process which supersedes The Town's Community Development Code with respect to the process for which the System is to be approved. However, The Town may use the Community Development Code as a guide for the type of information, application components or noticing requirements required for the Application.
 - iv. Only upon receipt of the approval required by this Section 5.a or 5.a.ii may the Structure Manager execute the DAS Order or amendment thereto.
- b. **Standard of Care.** Franchisee shall construct and maintain all Attachments in a safe condition in accordance with applicable Laws, industry standards and The Town's general construction and maintenance standards provided to Franchisee prior to the date of the DAS Order. No work shall be done by Franchisee when there is reason to suspect that working conditions on a Structure may be hazardous as the result of weather or any other conditions. As promptly as possible following Franchisee's completion of the System, Franchisee will provide The Town with as-built drawings showing the location of the Attachments, including Node and Hub Site locations and equipment layout and the Parties will amend the DAS Order as appropriate to incorporate such drawings.
- c. **Contact.** Franchisee shall respond on a 24/7 basis to any reasonable problems or emergencies reported by the Structure Manager via contact to Franchisee's network operations center at (888) 632-0931.
- d. **The Town Liability.** The Town reserves the right to maintain the Structures as necessary to fulfill its Primary Purpose. Except as expressly set forth in this Agreement, The Town shall not be liable to Franchisee for any interruption of service for the System or for any property of The Town used by Franchisee. Franchisee specifically waives any claim for indirect, special, consequential or punitive damages against The Town in connection with this Agreement, including any claims for loss or interruption of service. Nothing contained herein shall constitute a waiver of The Town's governmental immunity and any claim or damage or expense attributable to The Town shall be limited to the amounts prescribed by Colorado law for governmental entities.
- e. **Franchisee Liability.** Franchisee shall exercise reasonable caution in performing the activities covered by this Agreement to avoid damage to the Structures. Franchisee hereby agrees to reimburse The Town for any direct costs incurred in making repairs to any Property damaged by Franchisee. Franchisee shall promptly advise The Town of all incidents and claims arising or alleged to have arisen in any manner by Franchisee's activities upon the Property. Lessor specifically waives any claim for indirect, special, consequential or punitive damages against Lessee in connection with this Agreement, including any claims for loss or interruption of service.

- f. **Utilities.** The Town makes no representations or warranties with respect to availability of utilities to serve each Attachment. The Town shall allow Franchisee to access its electrical power, provided that Franchisee pay the cost of utility service provided to the Property and attributable to Franchisee's use. The Town will provide Franchisee and the Wireless Carriers, at no cost to The Town, with such reasonable assistance as is necessary to enable Franchisee and the Wireless Carriers to arrange for such utilities and services. Such costs shall be billed monthly by The Town to Franchisee, with reasonable supporting documentation of such utility consumption and shall be paid by Franchisee upon receipt of such invoice. Franchisee agrees to pay for utilities based on (i) sub-metering equipment at the Hub Site, to be installed by Franchisee at its cost; (ii) estimated usage for each Node, based on equipment specifications and spot measurements; or (iii) as otherwise agreed between the Parties.
 - g. **Hazardous Materials.** Franchisee shall not cause or permit the escape, disposal or release of any Hazardous Materials on or from the Property in any manner prohibited by Law. Franchisee shall indemnify and hold The Town harmless from all claims from the release of any Hazardous Materials on the Property if caused by Franchisee.
 - h. **The Town's Fiber Network Operation.** If a portion of The Town's Fiber Network is being made available to Franchisee, The Town shall maintain and operate The Town's Fiber Network in accordance with the Fiber Network Standards. This section shall only apply in the event that The Town and Franchisee reach an agreement for Franchisee to utilize The Town's Fiber Network other than the conduit portion of The Town's Fiber Network which shall be included in a DAS Order or amended DAS Order, as the case may be. The Town will deliver to Franchisee detailed maps showing in detail the locations of The Town's Fiber Network. In the event the Parties execute a DAS Order or amended DAS Order, as the case may be, allowing Franchisee to use The Town's Fiber Network, The Town will, at its sole cost and expense, subject to annual appropriation by the Town Council perform routine maintenance and repair checks and services, including regularly scheduled preventative inspections, as necessary to maintain The Town's Fiber Network in good working order and with the same care standard as The Town treats The Town's own fiber, but in no event with less than reasonable care. When The Town or The Town's Agents perform any routine maintenance, The Town will notify Franchisee at least seven (7) days before any such routine maintenance. Maintenance which is reasonably expected to produce any signal discontinuity will be coordinated between the Parties. The Town will make all reasonable efforts to schedule major system work, such as fiber rolls and hot cuts, between 2:00 a.m. and 6:00 a.m. local time. In the event The Town fails to meet the Fiber Network Standards, Franchisee may make any necessary repairs at its own expense and shall receive reimbursement from The Town for its reasonable costs incurred. The Town's Fiber Network demarcation points will be easily accessible fiber access points to be mutually agreed upon after site walks.
 - i. **Franchisee's Fiber Network Operation.** Franchisee shall maintain and operate Franchisee's Fiber Network in accordance with the Fiber Network Standards. Franchisee will, at its cost and expense, perform routine maintenance and repair checks and services, including regularly scheduled preventative inspections, as necessary to maintain Franchisee's Fiber Network in good working order.
6. **Removal and Relocation of Attachments.** Without limiting or terminating the Term of the Agreement, specific DAS Orders may be amended without fault to either Party upon the following conditions:
- a. **Amendment by Franchisee.** Franchisee may amend a DAS Order as to any Structure by removing its Attachments therefrom if, in its reasonable business judgment: (i) such removal will not materially degrade the RF coverage on the Property; or (ii) the Attachment being removed is to be relocated pursuant to a DAS Order amendment agreed to and signed by both Parties. At least thirty (30) days prior to removal, Franchisee shall give The Town notice of such removal substantially in the form attached hereto as Exhibit B hereto and the Parties will execute an amended DAS Order subject to The Town's review and approval pursuant to Section 6.a.ii.
 - b. **Relocation by The Town.** The Town may require Franchisee to remove any Attachment if The Town, in support of its Primary Purpose, intends to remove or substantially alter the Structure supporting such Attachment so that it is unable to support the Attachment. In order to require such removal, The Town must (i) provide at least sixty (60) days' written notice prior to the date of the proposed removal of any Attachment; (ii) propose a reasonable alternative location for such Attachment acceptable to Franchisee

(the “Alternate Location”); and (iii) grant Franchisee at least sixty (60) days following receipt of all necessary Government Permits (but at least one hundred twenty (120) days for relocation of the Hub Site in the event the Hub Site is located on The Town’s Property) to complete the relocation. The Town shall be responsible at its cost for providing an installation-ready location for Lessee’s Hub Site, in the event the Hub Site is located on The Town’s Property, including but not limited to (a) the construction or modification of Structures to accommodate such Hub Site as proposed by The Town; and (b) any necessary extension of The Town’s Fiber Network (as applicable according to Section 5.g herein) to serve the location. The Town and Franchisee shall work in good faith to determine a suitable Alternate Location for an Attachment; however, (y) the costs to remove and relocate such Attachment to the Alternate Location shall be at Franchisee’s sole cost and expense and (z) The Town shall only request removal and relocation of three (3) Attachments in a twelve (12) month period. In the event Franchisee accepts the Alternate Location for its Attachment, The Town and Franchisee shall execute an amended DAS Order before construction commences.

- c. **Relocation by Franchisee.** Franchisee shall not change the location of its Attachments without the written consent of The Town, except in cases of emergency. In cases of emergency, Franchisee shall procure The Town’s consent orally by contacting the Structure Manager and such request and consent may be confirmed in writing by Franchisee and approved in writing by The Town once the emergency has been resolved. Franchisee shall be responsible for its cost of relocating any Attachment.
 - d. **Conflict with Laws.** Upon written notice from The Town to Franchisee that the use of any Structure is forbidden by Law, the DAS Order to Attach to such Structure shall immediately be amended and the Attachments of Franchisee shall be removed by Franchisee from the affected Structures, provided, however, that Franchisee, with The Town’s reasonable assistance, may contest such adverse decision in good faith, and during the pendency of such challenge may maintain such Attachment to the extent allowed by Government Authorities. The Town will cooperate with Franchisee to identify a suitable Alternative Location, in which case the Attachment shall be relocated in accordance with the process set forth in Section 6.b above.
7. **Non-Disclosure.** The Parties agree that without the express written consent of the other Party, neither Party shall reveal, disclose or publish to any third party during the Term of this Agreement any portion thereof, or any information disclosed hereunder, except to such third party’s auditor, accountant, lender or attorney or to any federal, state or local governmental unit or agency thereof with jurisdiction if required by regulation, subpoena or government order to do so. If The Town receives a public records request pursuant to Law, The Town shall provide Franchisee notice of such request and reasonable cooperation with Franchisee so as to permit Franchisee to timely respond to such request for disclosure and take appropriate protective measures under the circumstances. Lessee may show this Agreement, any DAS Order or any relevant attachment or exhibit to this Agreement and any DAS Order (each with all confidential information redacted) to a third party, including to Wireless Carriers, to the extent reasonably necessary to demonstrate Lessee’s rights under this Agreement or the DAS Order, as the case may be.
8. **Insurance; Casualty.** Franchisee shall carry insurance at its sole cost and expense to protect the Parties from risk arising out of placement of the Attachments on the Structures. Franchisee shall provide the specified insurance throughout the Term and shall file with The Town’s designated risk manager certificates of insurance evidencing such coverage upon request. Certificates, policies or endorsements shall provide thirty (30) days’ prior written notice of cancellation, except for non-payment of premiums to The Town.
- a. **Coverage Amounts.** Throughout the Term, Franchisee shall maintain the following insurance coverage from a carrier licensed to conduct business in the state where the Property is located:
 - i. Worker’s compensation meeting statutory requirements.
 - ii. Commercial general liability insurance including personal injury, contractual liability, independent contractors and broad form property damage with the following minimum liability limits: (i) \$1,000,000 per occurrence combined single limit; (ii) \$2,000,000 general aggregate; and (iii) \$10,000,000 umbrella liability, with an endorsement stating The Town is an additional insured with respect to operations relating to this Agreement.

- iii. Commercial automobile liability insurance with a minimum liability limit of \$1,000,000 per occurrence combined single limit.
 - b. **Waiver of Claims and Rights of Subrogation.** The Parties hereby waive any and all rights of action for negligence against the other on account of damage to the System, the Property or to any Attachment resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the Parties. All policies of property insurance carried by either Party for the System, the Property or to any Attachment shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other Party to the extent rights have been waived by the insured before the occurrence of injury or loss.
 - c. **Casualty and Restoration.** In the event that one or more of the Structures containing an Attachment is damaged or destroyed such that it cannot be used for an Attachment, then within thirty (30) days of such damage or destruction The Town shall notify Franchisee of its intent whether to repair the Structure, and if so, then the proposed schedule for such repair. Franchisee will have the option to: (i) in the event the repair schedule is proposed to be less than ninety (90) days, to abate all Franchise Fees with respect to the affected Attachments during the period the Structure is not available; (ii) in the event The Town chooses not to repair, or if the repair schedule is proposed to be greater than ninety (90) days, declare the DAS Order null and void with respect to the affected Attachments only and thereafter neither Party will have any liability or obligation hereunder for each such Attachments, in which event there shall be an amendment to the DAS Order and, if appropriate, an equitable adjustment in Franchise Fees; or (iii) in the event The Town chooses not to repair, or if the repair schedule is proposed to be greater than ninety (90) days, with respect to damage which will prevent continued operation of the Hub Site or the System in Franchisee's reasonable discretion, to terminate the affected DAS Order. The Parties may also agree to relocate the impacted Attachment(s) pursuant to mutually acceptable terms.
9. **Eminent Domain.** If The Town receives notice of a proposed taking by eminent domain (or any agreement in lieu of condemnation) of any part of the Property impacting any Attachment, The Town will notify Franchisee of the proposed taking within thirty (30) days of receiving such notice and Franchisee will have the option to: (i) declare the DAS Order null and void with respect to the affected Attachments only and thereafter neither Party will have any liability or obligation hereunder for each such Attachment, in which event there shall be an amendment to the DAS Order and, if appropriate, an equitable adjustment in Franchise Fees on account of the portion so taken; or (ii) with respect to a taking which will prevent continued operation of the Hub Site or the System in Franchisee's reasonable discretion, to terminate the affected DAS Order. With either option, Franchisee shall have the right to contest the taking in good faith and to directly pursue an award from the condemning authority. The Parties may also agree to relocate the impacted Attachment(s) pursuant to mutually acceptable terms.
10. **Default.**
 - a. **Cure Period.** In the event of default by either Party (the "Defaulting Party") with respect to any of the provisions or obligations of this Agreement, the other Party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the thirty (30) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than thirty (30) days to cure, and the Defaulting Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion (the "Cure Period"). The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section. In the event the Defaulting Party fails to commence or to continuously and diligently pursue the cure to completion, the Non-Defaulting Party may, at its option, perform the cure activities of the Defaulting Party, in which event any expenditures reasonably made by the Non-Defaulting Party in this regard shall be deemed to be paid for the account of the Defaulting Party and the Defaulting Party agrees promptly to reimburse the Non-Defaulting Party for any such expenditures plus 12% interest on the unpaid balance and a \$500 administrative fee upon demand.

- b. **Remedies.** In addition to any remedies available to the Non-Defaulting Party, such Non-Defaulting Party upon an occurrence of default by the Defaulting Party which is not cured according to the Cure Period of Section 10.a of this Agreement, shall have the right to either (a) terminate this Agreement and seek damages or (b) impose a fine of \$100 per day for each day the default remains uncured.
 - c. **Removal of Attachments.** Upon expiration or earlier termination of this Agreement or a DAS Order, as appropriate, Franchisee shall, within sixty (60) days following termination or expiration of the Term, remove at its sole cost and expense, all visible Attachments and restore all or any part of the Radio Space to the same condition as originally received by Franchisee (ordinary wear and tear excepted).
11. **Assignment.** This Agreement shall extend to and bind the successors, transferees and permitted assigns of the Parties. Any attempted assignment or transfer by a Party in violation of this Section shall be void.
- a. **Assignment by Franchisee.** Franchisee has the right to sublease the Radio Space and use of the System to any Wireless Carrier. Any assignment of this Agreement, other than (i) a sublease of Radio Space and use of the System to a Wireless Carrier or (ii) an assignment to an Affiliate of Franchisee, by Franchisee shall require the consent of The Town which The Town may accept or deny in its sole discretion. In the event Franchisee desires to assign this Agreement, Franchisee shall provide written notice to The Town of such desired assignment and shall include the qualifications of the proposed assignee as well as the proposed assignee's certification as a public utility in the State of Colorado for The Town's consideration. The Town shall either accept or reject the proposed assignment within sixty (60) days of a request by Franchisee. Franchisee may also assign or delegate all or a portion of this Agreement to an Affiliate or engage an Affiliate to perform the design or construction services hereunder upon notice to The Town.
 - b. **Assignment by The Town.** The Town may assign or transfer its interest in this Agreement, provided that the assignee shall be bound by all provisions herein. Any sale or transfer (including by foreclosure) of The Town's real property interest in any portion of the Property containing an Attachment shall be subject to this Agreement, and any successor Property owner shall be bound by the terms and conditions herein.
12. **Notice.** Except as otherwise specified, any notice to be given to either Party under this Agreement shall be sent by registered mail, return receipt requested, or by overnight courier with a tracking record of delivery to the respective addresses set forth below. Except as otherwise stated herein, any notice shall be effective immediately upon being deposited with the applicable delivery agent.

The Town:

The Town of Mountain Village
 Office of Town Manager
 455 Mountain Village Blvd, Suite A
 Mountain Village, CO 81435
 (970) 728-8000

Franchisee:

NewPath Networks, LLC
 c/o Crown Castle USA Inc.
 General Counsel
 Attn: SCN – Legal
 2000 Corporate Drive
 Canonsburg, PA 15317
 (866) 482-8890

With a copy which shall not constitute notice to:

J. David Reed P.C.
 1047 S. 1st Street
 Montrose, CO 81401
 (970) 249-3806

NewPath Networks, LLC
 2000 Corporate Drive
 Canonsburg, PA 15317
 Attn: SCN Contract Management

13. **Miscellaneous.**

- a. **Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the state of Colorado without reference to its choice of law rules.

- b. **Warranties.** Each Party represents and warrants to the other that: (a) such Party has full corporate and other authority to execute and deliver this Agreement and to consummate the transactions contemplated in this Agreement and will have the same with respect to each DAS Order; (b) the execution and delivery of this Agreement and the consummation of the transactions contemplated by that Party in this Agreement have been duly and validly authorized by all necessary corporate and other action; (c) such Party's Agreement execution and performance under this Agreement will not breach or violate such Party's operating authority, any applicable law or terms of any agreement to which either is subject; (d) it has obtained or will obtain before the date required, all necessary licenses, permits and authorizations necessary to conduct the activities contemplated by this Agreement; and (e) as of the Effective Date and the date of each DAS Order, there is no action, suit, investigation, claim, arbitration or litigation pending or, to such Party's knowledge, threatened against, affecting or involving such Party, at law or in equity or before any court, arbitrator or governmental authority that is reasonably likely to result in a material adverse effect on such Party's ability to perform such Party's obligations under this Agreement.
- c. **No waiver.** Except as expressly set forth in this Agreement: (i) neither Party shall be deemed to have waived any of its rights hereunder unless such waiver is in writing; (ii) no delay or omission by any Party in exercising any right shall operate as a waiver of such right or of any other right; and (iii) a waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.
- d. **Interpretation.** The singular includes the plural and the plural includes the singular. Except as otherwise provided herein, references to a Section, Schedule or Exhibit mean a Section, Schedule or Exhibit contained in or attached to this Agreement, all of which are incorporated herein by reference. The caption headings in this Agreement are for convenience and reference only and do not define, modify or describe the scope or intent of any of the terms of this Agreement. This Agreement will be interpreted and enforced in accordance with its provisions and without the aid of any custom or rule of law requiring or suggesting construction against the Party drafting or causing the drafting of the provisions in question. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable by Law, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby. If any date herein set forth for the performance of any obligations by either Party or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday in Colorado, the compliance with such obligations or delivery shall be deemed acceptable on the next business day. These terms shall have the indicated meaning when used in this Agreement: (i) including shall mean including, without limitation; (ii) or shall mean and/or (unless indicated otherwise); and (iii) discretion means within the applicable party's sole discretion. Further, any reference to statute, act or code shall mean the statute, act or code as amended.
- e. **Entire Agreement.** This Agreement constitutes the entire and final expression of the Parties hereto with respect to the subject matter hereof and supersedes all previous agreements and understandings of the Parties, either oral or written. This Agreement can be amended only by written agreement signed by the Parties.
- f. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be fully executed as an original and all of which together shall constitute one and the same instrument.
- g. **Covenant of Quiet Enjoyment.** The Town covenants that, if Franchisee performs Franchisee's obligations under this Agreement, (a) Franchisee will and may, subject to this Agreement's terms and conditions, quietly and peaceably possess and enjoy the Radio Space (including the Hub Site) and the Fiber Network, and (b) the Wireless Carriers will and may, subject to this Agreement's terms and conditions, quietly and peaceably possess and enjoy the System, in each case throughout the applicable Term without any interruption or disturbance from the Town or any person lawfully claiming by, through or under The Town consistent with this Agreement's terms and conditions.
- h. **Mortgage.** In the event one or more Leased Structures is or becomes encumbered by a mortgage, The Town shall obtain and furnish to Franchisee a non-disturbance agreement reasonably acceptable to Franchisee for each such mortgage, in recordable form.

- i. **Recording.** Franchisee shall have the right to, at its sole expense, record a memorandum of lease with the appropriate recording office. The Town shall cooperate with Franchisee in this regard and execute and deliver such a memorandum, for no additional consideration, promptly upon Franchisee's request.
- j. **Sales.** Any sales of equipment or other personal property under this Agreement will be made and fulfilled by CC S & E LLC, an Affiliate of Franchisee.
- k. **Attorney's Fees.** In the event of dispute regarding the terms or performance of this Agreement, the prevailing Party in any legal action shall be entitled to its costs, including reasonable attorney's fees.

IN WITNESS WHEREOF, The Town and Franchisee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

THE TOWN:
Town of Mountain Village, Colorado

FRANCHISEE:
NewPath Networks, LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

With respect to Section 13.j only:
CC S & E LLC

By: _____
Name: _____
Title: _____
Date: _____

Schedule 1

Property

For all purposes of this Agreement, the following terms shall be defined as follows:

Property:

See Schedule 1(a) for Property description and exact locations.

See Schedule 1(b) for Map of exact Property locations.

Structures: Any physical improvements located on the Property capable of carrying Attachments, which have been authorized by the Town through the application process set forth in section 5(a).

SCHEDULE 1(a)

	LONGITUDE	LATITUDE	DESCRIPTION
UMT-01	107.846493	37.940002	Town Road Right of Way - Sunny Ridge Place
UMT-02	107.938382	37.938382	Town Road Right of Way - Mountain Village Blvd.
UMT-03	107.845286	37.938404	Town Road Right of Way - Mountain Village Blvd.
UMT-04	107.8475656	37.937094888	Town Road Right of Way - Mountain Village Blvd.
UMT-05	107.8480058	37.935845342	Town Road Right of Way - Mountain Village Blvd.
UMT-06	107.847487	37.933829	Town Road Right of Way - Yellow Brick Road
UMT-07	107.8548698	37.934407451	Town Road Right of Way - 415 Mountain Village Blvd., Village Court Apartments
UMT-08	107.851605	37.932753	Town Road Right of Way - Mountain Village Blvd.
UMT-09	107.854658	37.932298	Town Road Right of Way - Mountain Village Blvd.
UMT-10	107.848161	37.940188	Town Road Right of Way - Country Club Drive
UMT-11	107.845443	37.934995	Town Open Space Parcel OS-3W
UMT-12	107.850945	37.936291	Town Road Right of Way - Vischer Drive
MVM-001	107.855031	37.940806	Town Road Right of Way - Country Club Drive
MVM-002	107.858466	37.940054	Town Road Right of Way - Adams Ranch Road
MVM-003	107.860615	37.939607	Town Road Right of Way - Adams Ranch Road
MVM-004	107.860969	37.941683	Town Road Right of Way - Adams Ranch Road
MVM-005	107.8637183	37.942202971	Town Road Right of Way - Adams Ranch Road
MVM-006	107.860591	37.94304	Town Road Right of Way - Town Shop - 317 Adams Ranch Road, Lot 650
MVM-007	107.857158	37.938346	Town Road Right of Way - Russell Drive



MVM-005

MVM-006

MVM-004

MVM-001

MVM-002

MVM-003

MVM-007

UMT-10

UMT-01

UMT-02

UMT-03

UMT-04

UMT-12

UMT-05

UMT-11

UMT-07

UMT-06

UMT-08

UMT-09

Adams-Ranch-Rd

Double-Eagle-Way

Goat-Cr

Boulders-Way

Double-Eagle-Dr

Russell-Dr

Victoria-Dr

Larkspur-Ln

Benchmark-Dr

Mountain-Village-Blvd

Wilson-Peak-Dr

Touchdown-Dr

Highlands-Way

Gold-Hill-Ct

Sandbar-Dr

Ridge-Line-Dr

Yellow-Pine-Rd

Vischer-Dr

632 Rd

Google earth

Schedule 2

Existing Agreements

None.

Exhibit A

Sample DAS Order

DAS Order: _____ **[Description]**

1. **Introduction.** This DAS Order (this “Order”), dated effective as of the date of the last signature below (the “Order Effective Date”), is an agreement entered into by and between **Town of Mountain Village, Colorado** (“The Town”) and **NewPath Networks, LLC** (“Franchisee”) pursuant to the Parties’ DAS Facility Franchise Agreement dated _____ (the “Agreement”).

2. **General Framework.** All of the Agreement’s terms and conditions, including any Agreement attachments, as amended before the Order Effective Date (if applicable), are incorporated by reference into this Order. Capitalized terms used but not defined in this Order have the meanings designated in the Agreement; capitalized terms used and defined in this Order will have the meanings designated. If there is a conflict between the Agreement’s terms and conditions and this Order’s terms and conditions, or this Order contains terms and conditions not contained in the Agreement, then this Order will control over the Agreement, but only to the extent of the actual conflict or supplemental terms.

3. **DAS Order.** For good, valuable, and adequate consideration, which the Parties acknowledge receiving, in accordance with the Agreement’s terms and conditions, as supplemented or amended by this Order, Franchisee is enabled by The Town, to use the following: (a) the Node and other Attachment locations described on Exhibits 1 and 2 to this Order, (b) the Hub Site location as more particularly described on Exhibits 1 and 3 to this Order, and (c) the Fiber Network described on Exhibits 1 and 4 to this Order. The Node equipment to be installed at the Leased Structures is described on Exhibit 2 to this Order.

4. **Applicable Exhibits.** The following exhibits are an integral part of this Order and are incorporated by this reference:

- Exhibit 1 – System Description
- Exhibit 2 – Node Equipment and Locations
- Exhibit 3 – Hub Site
- Exhibit 4 – Fiber Network
- Exhibit 5 – Sample Resolution

5. **Preliminary Drawings.** The Radio Space, Node, Hub Site, other Attachment and Fiber Network locations are generally identified in the attached preliminary network drawings. During the design and installation process, the actual locations thereof will be specifically identified and (may be changed) by mutual agreement of the Parties. Pursuant to Section 5.a of the Agreement, at the completion of the System installation, the Parties covenant that the drawings attached to this Order, as appropriate, will be replaced and updated with as-built drawings which shall become a part of this Order.

6. **Authorized Signatures.** This Order, together with the Agreement, contains the Parties’ entire agreement regarding this Order’s subject matter. Upon this Order’s execution and delivery by the Parties’ authorized representatives, this Order will be binding on the Parties and is incorporated by this reference into the Agreement. This Order is effective on the Order Effective Date.

THE TOWN
Town of Mountain Village, Colorado

FRANCHISEE
NewPath Networks, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CC S & E LLC

By: _____

Name: _____

Title: _____

Date: _____

Exhibit 1

Network Description

Preliminary Network Description.

- (a) **Node Locations.** (described in more detail in **Exhibit 2** to this Order)

System Name	BU#	Address

- (b) **Hub Site Description.** The Hub Site being leased to Franchisee will be located at _____ (described in more detail in **Exhibit 3** to this Order).
- (c) **The Town’s Fiber Network Description.** The Town’s Fiber Network will consist of _____ fiber strands, on a point-to-point basis, originating from the Hub Site and ending at the Node locations. A schematic drawing of The Town’s Fiber Network is attached as **Exhibit 4** to this Order.
- (d) **Franchisee’s Fiber Network Description.** Franchisee’s Fiber Network will consist of _____ fiber strands, on a point-to-point basis, originating from the Hub Site and ending at the Node locations. A schematic drawing of Franchisee’s Fiber Network is attached as **Exhibit 4** to this Order.

Exhibit 2

Node Equipment and Locations

Exhibit 3

Hub Site

Exhibit 4

Fiber Network

(Discuss what, if any, portion(s) of The Town's Fiber Network will be used.)

(Consider if any strands of fiber will be reserved for The Town's use from among Franchisee's Fiber Network.)

Exhibit 5

Sample Resolution

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF MOUNTAIN VILLAGE, COLORADO, APPROVING
THE APPLICATION BY NEWPATH NETWORKS FOR
THE INSTALLTION OF A DISPERSED ANTENNA
SYSTEM PURSUANT TO A FRANCHISE AGREEMENT
BETWEEN THE TOWN AND NEWPATH NETWORKS**

NO. 201_- ____

RECITALS:

- A. The Town and NewPath Networks, LLC (“NewPath”) entered into a Franchise Agreement dated May ___, 2016 (the “Franchise Agreement”) which granted NewPath the ability to install a Dispersed Antenna System (“DAS”) on certain area of Town owned property within the Town of Mountain Village.
- B. The Franchise Agreement requires NewPath to submit an initial application to the Town which allows the Town to review the initial proposed infrastructure improvements associated with the DAS.
- C. The Franchise Agreement also provided that the Town’s Design Review Board would review the initial application for aesthetics and make a recommendation to the Town Council.
- D. The DRB Hearing and Town Council Hearing were noticed in accordance with the Notice Requirements as set forth in the Franchise Agreement and Town of Mountain Village Ordinance No ____.
- E. The Town finds it in its best interest to accept the Initial Application in accordance with the terms and conditions set forth below.

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

- 1. The Town Council approves the Initial Application pursuant to Section 5(a) of the Franchise Agreement and makes the following findings:
 - a. TBD
- 2. The Town Council hereby makes the approval subject to the following conditions:
 - a.

ADOPTED AND APPROVED by the Town Council, at a regular meeting held on the
_____ day of _____, 201__.

Town of Mountain Village, Town Council

By: _____
_____, Mayor

Attest:

By: _____
_____, Town Clerk

Approved as to form:

By: _____
_____, Town Attorney

SAMPLE

Exhibit B

Notification of Removal by Franchisee

Town of Mountain Village, Colorado
C/O Town Manager
455 Mountain Village Blvd, Suite A
Mountain Village, CO 81435

RE: DAS FACILITY FRANCHISE AGREEMENT (Agreement) dated _____ by and between Town of Mountain Village, a home rule municipality and political subdivision of the state of Colorado ("The Town") and NewPath Networks, LLC ("Franchisee")

This letter shall confirm the agreement of The Town and Franchisee that the following Attachments were removed:

<u>Node #</u>	<u>Node location</u>	<u>Removal Date</u>

The DAS Orders for the above referenced Attachments are hereby modified as of the removal date set forth above.

THE TOWN:
Town of Mountain Village, Colorado

FRANCHISEE:
NewPath Networks, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit C

Fiber Network Standards

A. Initial Minimum Standards at Installation.

All fiber connectivity will be a continuous path utilizing fusion splices from the Hub Site location(s) to the Node location(s). Below are the industry standard specifications for the Fiber Network at installation:

1. All splices must be sealed in waterproof splice enclosures.
2. The maximum bi-directional average splice loss will not exceed 0.15 dB.
3. The attenuation must not exceed 0.30 dB/km when measured bi-directionally at a 1550 nm wavelength and 0.40 dB/km when measured bi-directionally at a 1310 nm wavelength.
4. The attenuation must not exceed 0.1 dB/connector at all fiber termination locations.
5. The attenuation for the wavelength region from 1525 nm to 1575 nm must not exceed the attenuation at 1550 nm by more than 0.05 dB/km.
6. The fiber strands need to be single mode fiber and conform to a minimum SMF-28 fiber specification.
7. Unless otherwise specified in the DAS Order, all fiber will be standard single mode fiber, SMF-28 or better.

Optical Time Domain Reflectometer (OTDR) testing should be performed and the results provided to Lessee as the basis for the minimum standards (Baseline Standard) for the Fiber Network during the Term.

B. Operating Minimum Standards during Term.

Franchisee expects the Fiber Network to operate at the Baseline Standard as set forth in Section A above.

C. Maintenance and Response to Outages.

In the event of a Fiber Network failure and, after notification from The Town about the failure, Franchisee expects the Fiber Network to be fixed within two (2) hours as soon as commercially reasonable in order for Franchisee to meet its service level agreement requirements with the Wireless Carriers.

TO: MAYOR JANSEN AND TOWN COUNCIL
FROM: DEANNA DREW, ENVIRONMENTAL SERVICES
SUBJECT: 2015 ENERGY USE AND GREENHOUSE GAS REPORT
DATE: APRIL 21, 2016

BACKGROUND

In 2009 the Town of Mountain Village along with Telluride and San Miguel County adopted a resolution to achieve a 20% reduction in greenhouse gas emissions by the year 2020.

The town is currently using 2010 as the baseline year for achieving this goal. All three governments are calculating GHG emissions by converting total electricity, natural gas, and fuel consumed by government operations to Carbon Dioxide, a primary greenhouse gas. Note: this is a simplified greenhouse gas calculation and analysis.

To help achieve this goal, during 2013 and 2014, town staff engaged consultants to conduct professional energy audits on all public facilities, and subsequently implemented all energy conservation measures that were recommended, such as weatherization techniques, LED upgrades, etc. Some renewable energy projects were also implemented for further emissions reductions. Opportunities that present themselves for more energy/emission reductions will be considered for all departments in an ongoing manner.

2014 GHG emissions fell 22% below 2010 baseline levels, but 2015 data shows an increase in total annual GHG emissions to approximately 15% below 2010 levels. The Town of Telluride experienced a similar rise in emissions during 2015. Highlights and energy use/emissions charts are presented below for your review.

2015 ENERGY USE HIGHLIGHTS

- Overall, we are experiencing a downward trend in electricity, natural gas and fuel consumption through most Mountain Village departments. However, there are many variables that affect our annual energy use and carbon dioxide emissions, including weather, special projects, occupancy rates, staff operations, and the Tri-State electricity emissions factor.
- 2015 total government CO2 emissions were up 7% from 2014 levels; down 6% from our 6-year average; and **down 15% from 2010 baseline** emission levels.

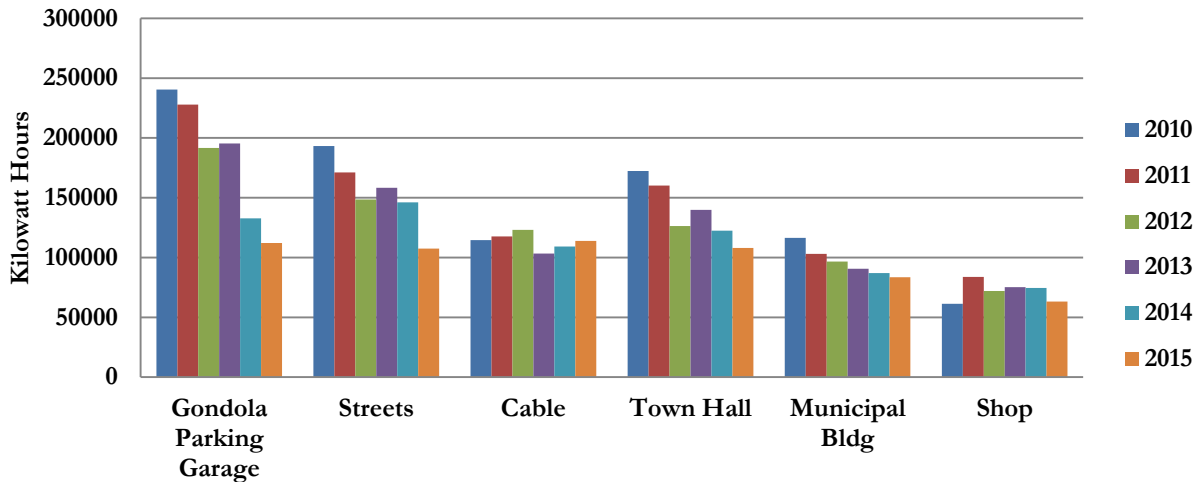
- **Natural gas** use was 14% higher in 2015 than 2014, and was 2% higher than the 2010 baseline. Most of the 2015 increase came from plaza snowmelt systems (+22,908 therms/272,147 lbs. CO₂). There was also a small increase in gas used for town buildings (12,878 therms/152,990 lbs. CO₂).
- **Electricity use** went up 9% in 2015 (+338,286 kwh/673,189 lbs. CO₂) from 2014 levels. Overall, 2015 total electricity used remained 7% below 2010 baseline levels. All town departments experienced a decrease in electricity use except water, and cable.
- **Fuel use** was overall slightly lower in 2015 than 2014 (1,523,702 total gallons used), with a slight increase in unleaded fuel (+17,505 gal) and a larger decrease in diesel fuel (-51,123 gal). This resulted in a decrease in total annual fuel emissions of 22% from 2010 baseline levels.
- **Village Court Apartments (VCA)** electricity use was down 2% from 2014 levels, approximately 7% below 2010 baseline levels. VCA staff is planning to upgrade refrigerators and hot water heaters at the facility in the near future which should result in more savings.
Note: VCA is not included in overall government emissions totals.
- Tri-State raised the **emissions factor** of their electricity in 2015. The emissions factor for 2015 was 1.99 lbs. CO₂ per kilowatt hour, up from 1.93 lbs/kwh in 2014. This calculation factored into our increase in total annual emissions.
- The **gondola** decreased its electricity use significantly in 2015 due to the installation of LEDs. 2015 gondola electricity use was down 5% (-94,152 kwh/187,362 lbs. CO₂) from 2014 levels, and is 12% below 2010 baseline levels.

In the fall of 2015, the town installed another 20 kilowatts (80 panels) of **solar energy** on its Town Hall and St. Sophia gondola terminals using Green Gondola donations, green building fees and energy rebate funds. This should decrease the gondola's traditional electricity use by another 30,000 kwh (60,000 lbs CO₂, or \$3,000/ year) annually.

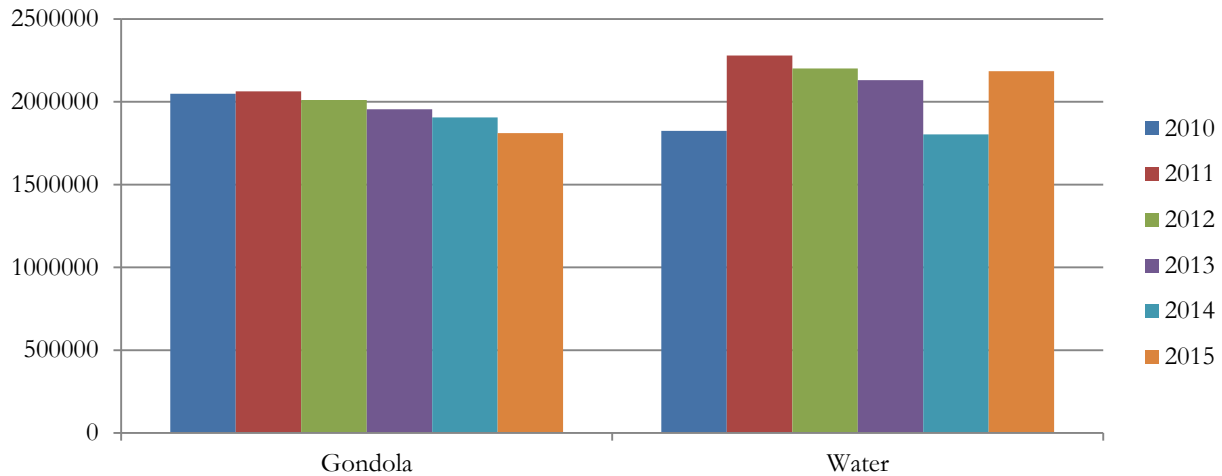
In addition, the gondola department continues to offset 100% of its remaining traditional electricity use through the purchase of **Green Blocks**, renewable energy credits from SMPA.

- The **water department** experienced an 18% increase in electricity use during 2015 (+385,540 kwh/767,225 lbs. CO₂) compared to 2014 usage. Water department 2015 electricity was up 16% from 2010 baseline levels. The water staff attributes this increase to pumping an additional 27 million gallons of water for snowmaking in 2015 compared to 2014.
- Total Mountain Village **community** electricity use was down 3% in 2015 from 2014 totals and down 7% from 2010.

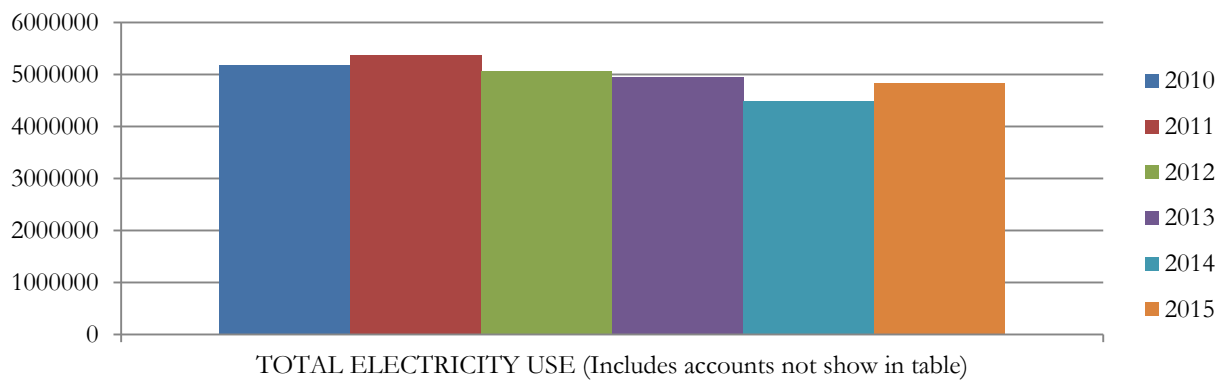
TMV Departmental Electricity Use 2010-2015



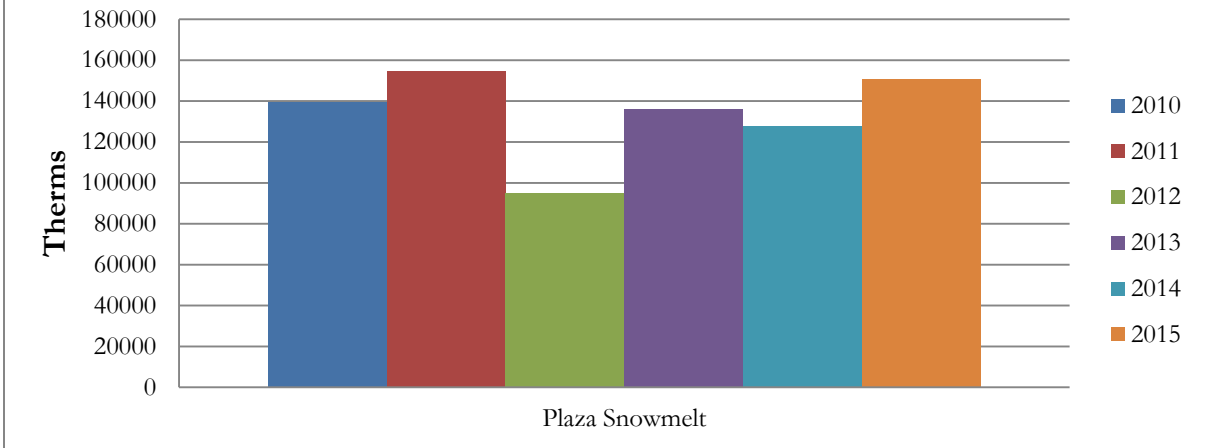
TMV Departmental Electricity Use 2010-2015



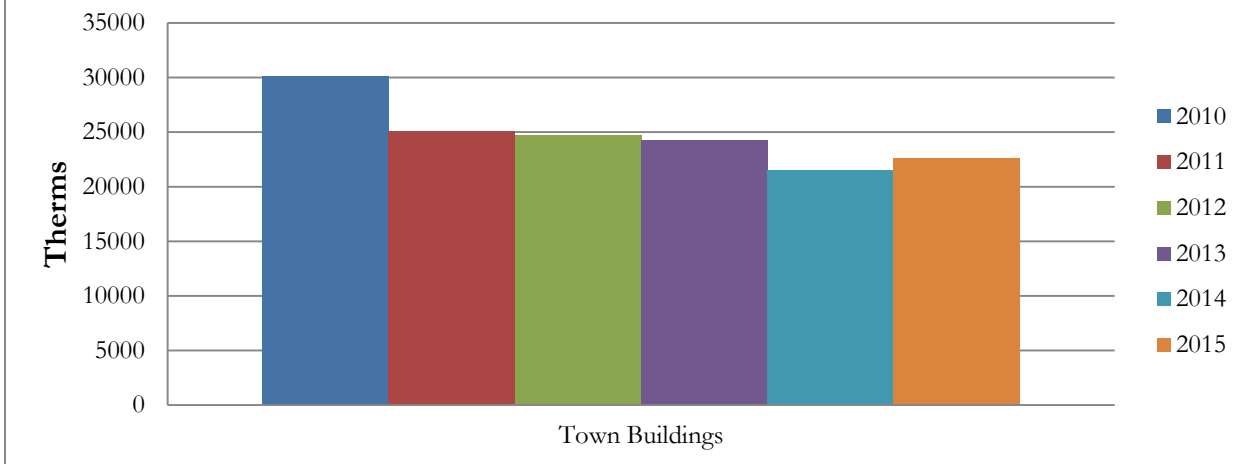
Total TMV Government Electricity Use 2010-2015



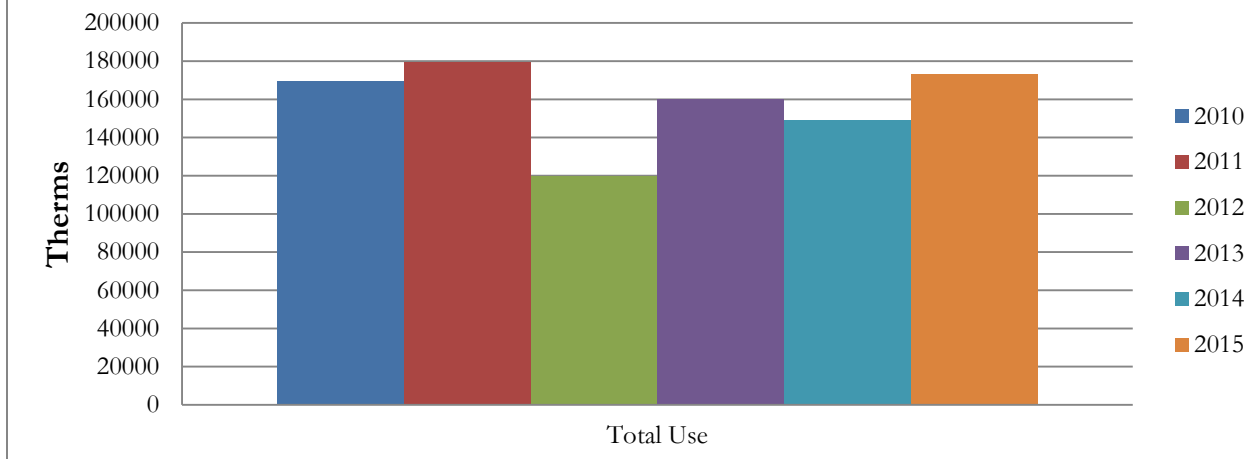
TMV Plaza Snowmelt Natural Gas Use 2010-2015



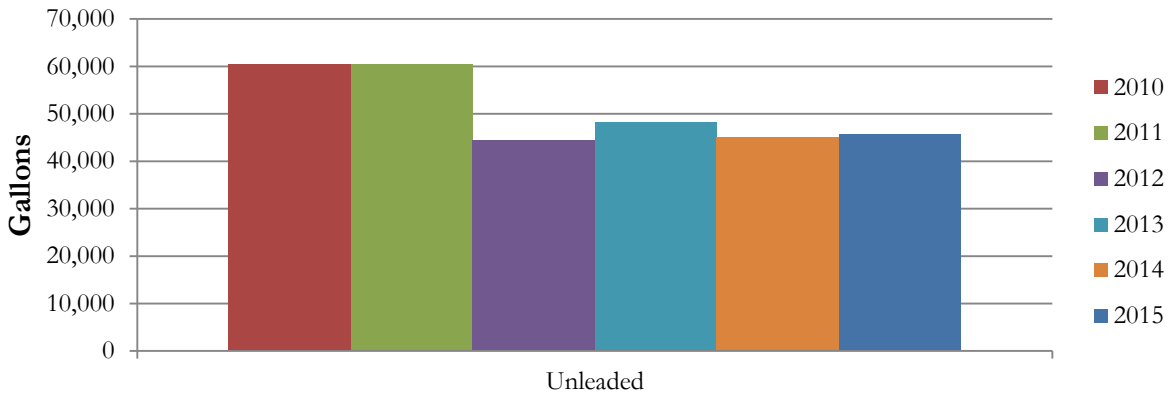
TMV Government Buildings Natural Gas Use 2010-2015



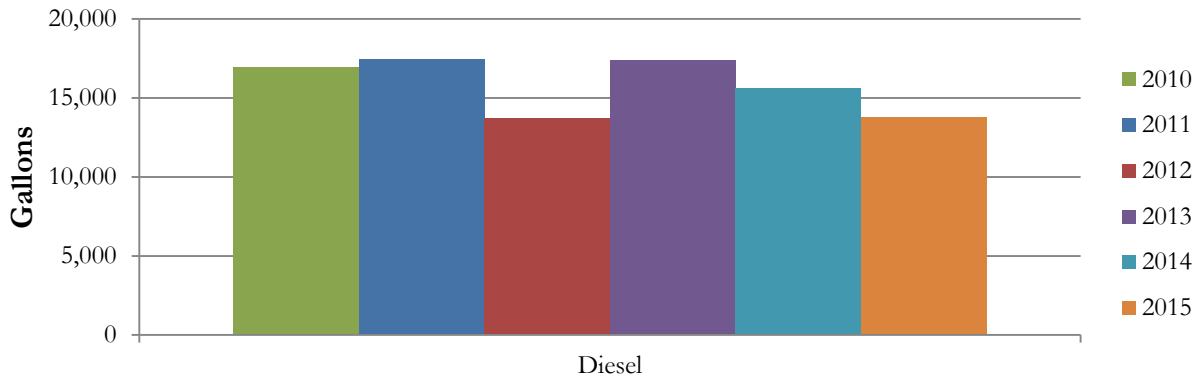
Total TMV Government Natural Gas Use 2010-2015



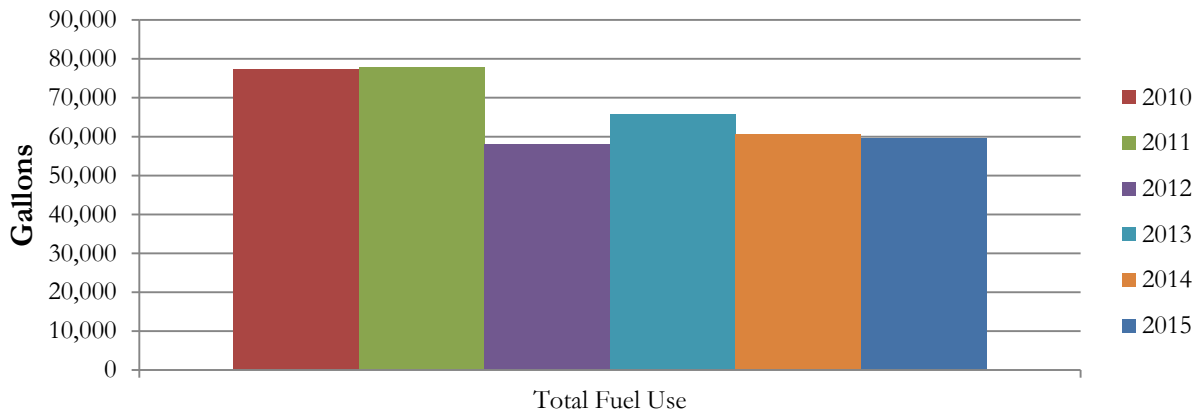
TMV Government Gasoline Use 2010-2015



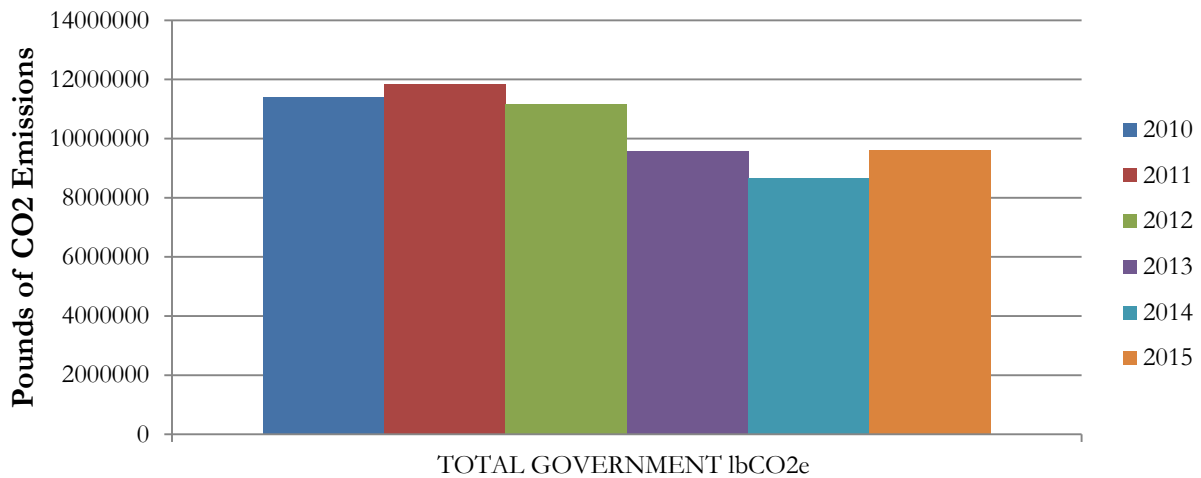
TMV Government Diesel Use 2010-2015



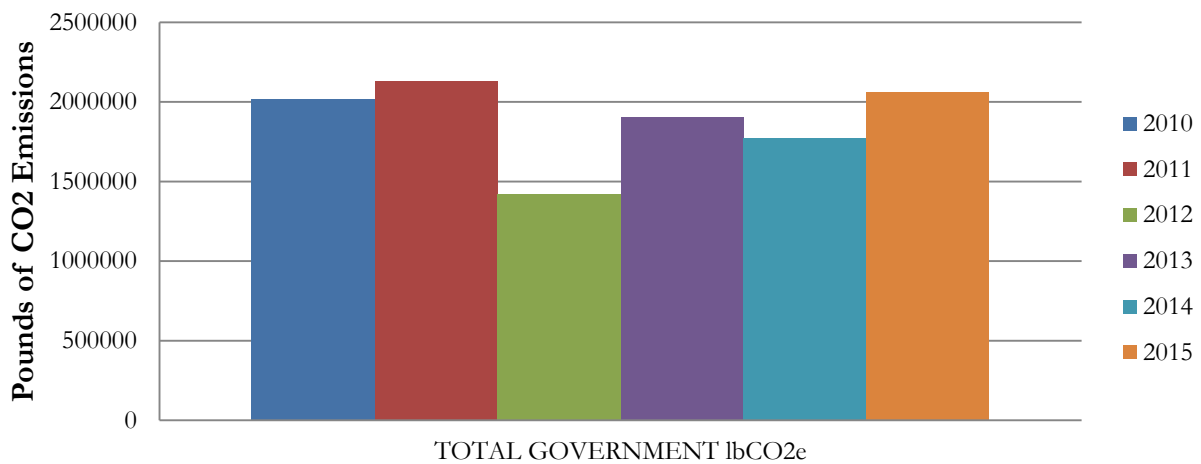
Total TMV Government Fuel Use 2010-2015



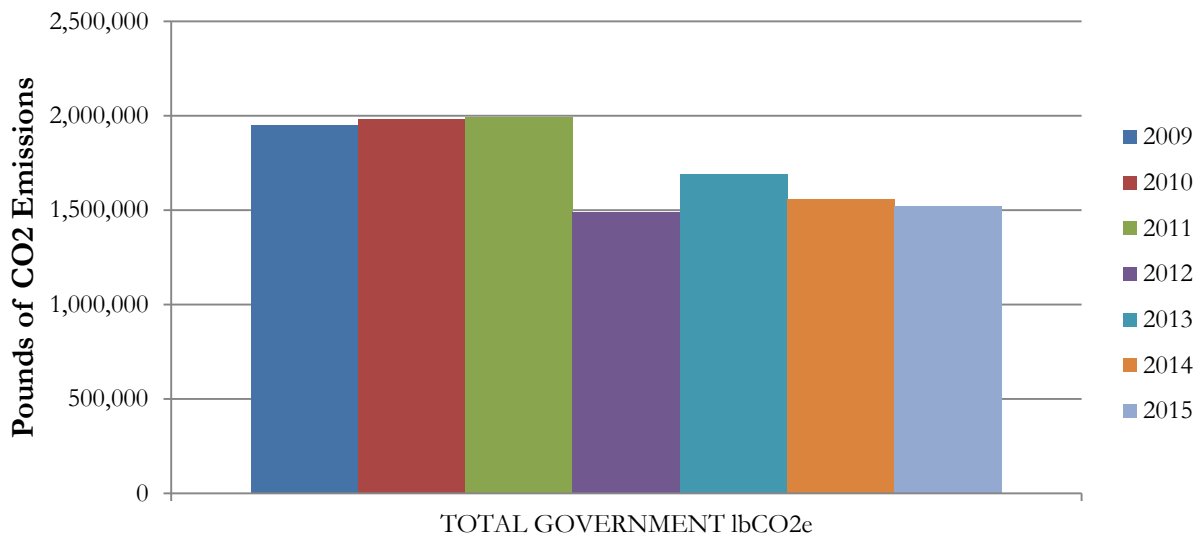
TMV Government Electricity CO2 Emissions

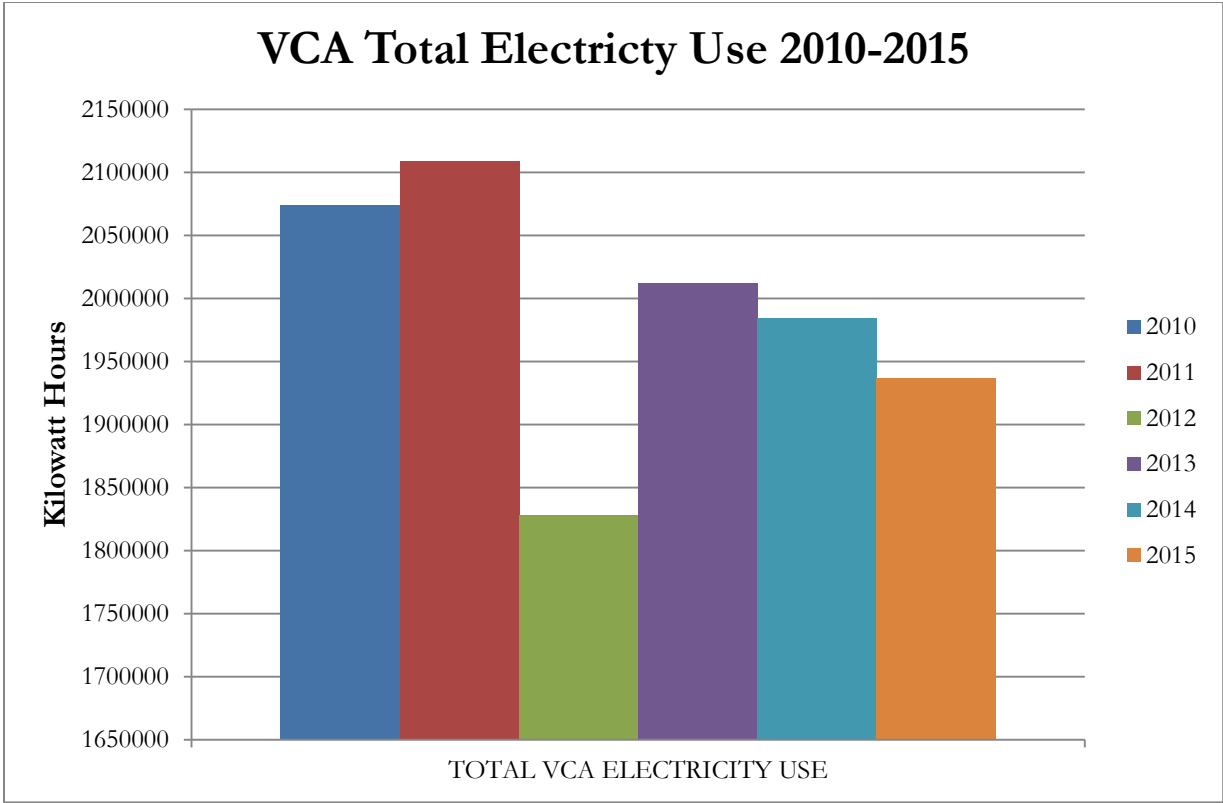
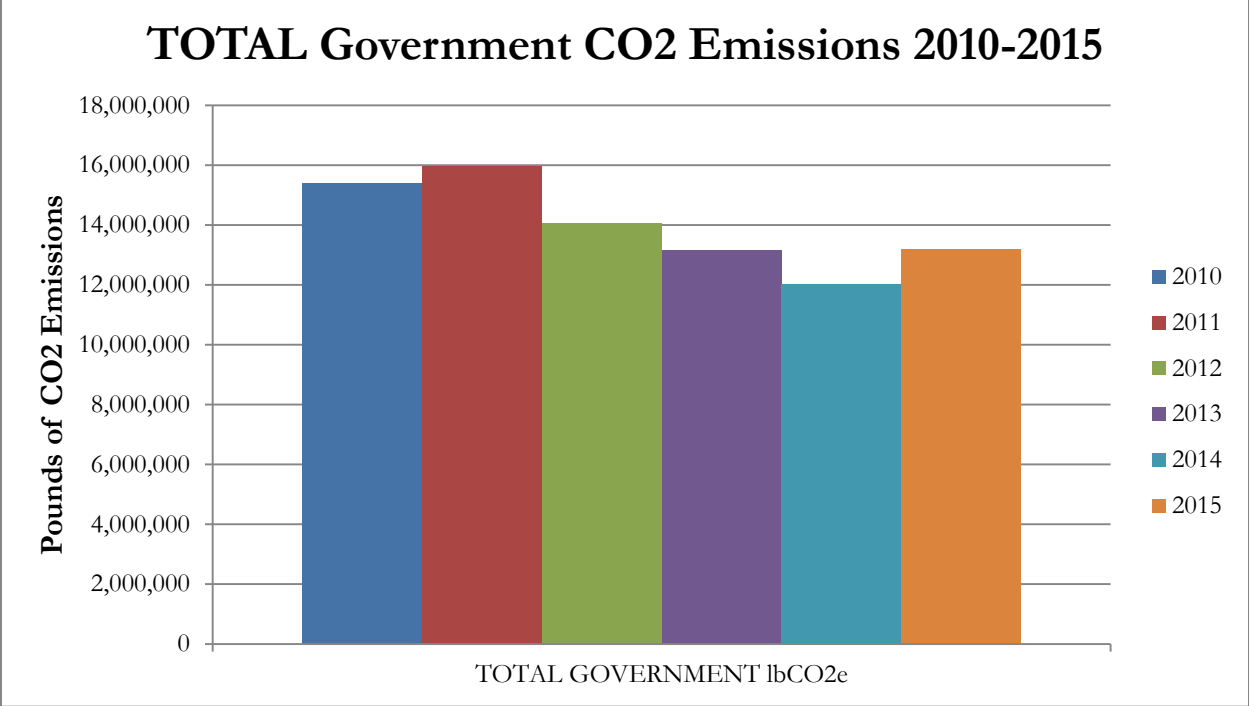


TMV Government Natural Gas CO2 Emissions



Government Fuel CO2 Emissions





Memo

To: Town of Mountain Village Town Council
From: Heather Knox & Kim Wheels
Date: April 12, 2016
Re: Regional Greenhouse Gas Emissions & EcoAction Partners Update

EcoAction Partners Updates

- EcoAction Partners continues to coordinate the regional Sneffels Energy Board and is currently completing the collection, update, and analysis of our Regional Greenhouse Gas Inventory and the associated energy use for each community. Analysis now includes 2010-2015 data. Energy use analysis and status toward reaching our goals of 20% by 2020 GHG reduction will be presented at your April government meeting. Full presentation of slides with charts will be available following the presentation.
- The SMPA Income Qualified (IQ) Weatherization Program, which EcoAction Partners is contracted to coordinate through Energy Outreach Colorado, is underway. A handful of clients are already enrolled. Once applicants complete the Weatherization Program they are eligible for complimentary solar panels in the SMPA IQ Solar Garden. Please see the attached information on the SMPA IQ Program.
- The RREO Regional Composting Planning Grant is underway. Organic waste is approximately 40-50% of the waste stream, so regional composting could have a significant impact on the amount of waste diverted.
- Truth or Dare, EcoAction Partners' school educational program is in progress at 4 regional schools.
- Green Business Certification Program continues with our Spring outreach to regional businesses and non-profits. Several new businesses in Telluride, Mountain Village and Ridgway are currently in the process of certification, while previous certifications are being renewed throughout the region. All certified businesses are recognized with

certificates and window clings, as well as on EcoAction Partners' website, as well as websites of governments and the Telluride Tourism Board.

- In partnership with SMPA, San Miguel County, Mountain Village and other governmental partners, EcoAction Partners is working on a single-day energy forum that will highlight a variety of energy efficiency and sustainability programs available on June 1, 2016 at Mountain Village Town Hall.
- EcoAction Partners will be assisting with Spring Clean Up on May 20 and 21. San Miguel County is coordinating the hazardous waste and E-waste clean-up on May 21 at the County lot in Lawson Hill. Town of Telluride is coordinating the general clean-up, which accepts appliances, scrap metal, tires, vehicle batteries and other household refuse on May 20 & 21 on Black Bear Road.
- EcoAction Partners submitted a letter in support of DMEA and the Tri-State lawsuit.



What is the SMPA IQ Weatherization Program?

SMPA IQ Weatherization is a program sponsored by our local electric provider, **San Miguel Power Association**, in partnership with Energy Outreach Colorado and SourceGas. IQ stands for Income Qualified, because the program is targeted to middle-income households. SMPA IQ Weatherization is a two-step process provided at **no cost to participating households**. Step one, which is operated by EcoAction Partners, provides an energy assessment and free energy efficiency upgrades, such as LED light bulbs, air sealing, insulation, high efficient furnace, storm windows, new EnergyStar refrigerator, and more. Once the home has been made more energy efficient, SMPA IQ Weatherization participants are eligible for the second step, which provides a **complimentary** solar panel in the new **SMPA IQ Solar Garden**.

Who is eligible?

All San Miguel Power Association members, with income less than that listed below specified by county and number in the household, are eligible.

Household size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Dolores	34,000	38,880	43,760	48,560	52,480	56,400	60,240	64,160
Hinsdale	41,920	47,920	53,840	59,840	64,640	69,440	74,240	79,040
Montrose	34,000	38,880	43,760	48,560	52,480	56,400	60,240	64,160
Ouray	42,160	48,160	54,160	60,160	65,040	69,840	74,640	79,440
San Juan	34,000	38,880	43,760	48,560	52,480	56,400	60,240	64,160
San Miguel	47,120	53,840	60,560	67,280	72,720	78,080	83,440	88,880

What if I qualify, but I don't own the home; I rent?

Renters who meet the income criteria are eligible. However, the homeowner/landlord must sign off on the application. It is a benefit for landlords to participate because the program provides improvements to their house or apartment.

How do I apply?

Applications are available at: <http://www.ecoactionpartners.org/smpa-iq-programs/> or by contacting EcoAction Partners at: 970-728-1340 or emailing: heather@ecoactionpartners.org



To: Mayor and Town Council

From: Jim Loebe and Rob Johnson – Parking Staff

For: April 21st, 2016 Town Council Meeting

Date: March 31st, 2016

Re: Consideration of Summer GPG Parking Rates

At the request of the parking committee, parking staff has put together revenue / expense scenarios in relation to free vs. paid day parking at GPG for council's consideration.

If the current rate structure remains in place for the rest 2016, the parking fund would run a projected deficit of \$26,400. See the exhibit below:

Revenues	2015 Actual	2016 Projected	\$ Diff	% Diff
NVC	12,358	9,886	-2,472	-20.00%
GPG	198,945	89,250	-109,695	-55.14%
Cash Short	-70	0	70	100.00%
Special Event	60,299	74,000	13,701	22.72%
HPG	153,063	128,520	-24,543	-16.03%
Contributions	7,732	7,500	-232	-3.00%
Total	432,327	309,156	-123,171	-28.49%

Expenditures	2015 Actual	2016 Budgeted
Parking Services	118,521	139,515
GPG	37,424	58,625
Surface Lots	21,344	31,260
HPG	87,294	101,325
Capital	14,714	4,800
Meadows	1,000	-
Total	280,297	335,525

2015 Surplus	2016 Projected Surplus / Deficit
152,030	(26,369)

A return to the 2015 daytime parking rate of \$7.00 per day (6am – 2am) at GPG is projected to yield a surplus of \$21,400. The overnight parking rate of \$25 per night remains unchanged. See exhibit below:

Revenues	2015 Actual	2016 Projected	\$ Diff	% Diff
NVC	12,358	9,886	-2,472	-20.00%
GPG	198,945	137,003	-61,942	-31.14%
Cash Short	-70	0	70	100.00%
Special Event	60,299	74,000	13,701	22.72%
HPG	153,063	128,520	-24,543	-16.03%
Contributions	7,732	7,500	-232	-3.00%
Total	432,327	356,909	-75,418	-17.44%

Expenditures	2015 Actual	2016 Budgeted
Parking Services	118,521	139,515
GPG	37,424	58,625
Surface Lots	21,344	31,260
HPG	87,294	101,325
Capital	14,714	4,800
Meadows	1,000	-
Total	280,297	335,525

2015 Surplus	2016 Projected Surplus / Deficit
152,030	21,384

It was suggested at the last parking committee meeting that the Town approach TSG to see if they would be favorably disposed to assist with the revenue deficit in order to maintain free day use of GPG. The Mayor, Town Manager, and Town Attorney met with TSG last week to propose this arrangement and it was determined that there was not an affirmative interest in doing so. In order to balance the parking fund budget, we are suggesting that we reinstate our previous rate structure.

**AN EMERGENCY ORDINANCE OF THE TOWN COUNCIL
OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO
ESTABLISHING A TEMPORARY MORATORIUM PROHIBITING THE REZONING
OF SINGLE FAMILY LOTS
ORDINANCE NO. 2016 - ____**

RECITALS

The Town Council of the Town of Mountain Village, Colorado makes the following findings to support the adoption of a temporary moratorium within the Town:

1. The Town of Mountain Village (the “Town”) is a legally created, established, organized and existing Colorado municipal corporation under the provisions of Article XX of the Constitution of the State of Colorado and the home rule charter of the Town (the “Charter”).
2. The Town has the authority to regulate the use and development of land pursuant to Colorado revised statutes:
 - a. Chapter 65.1 of Title 24 (Areas and Activities of State Interest);
 - b. Chapter 67 of Title 24 (Planned Unit Development Act);
 - c. Chapter 20 of Title 29 (Local Government Land Use Control Enabling Act);
 - d. Chapter 12 of Title 31 (Municipal Annexation Act of 1965)
 - e. Chapter 23 of Title 31 (Municipal Powers and Functions)
3. In connection with its regulation of the use of land, the Town has the authority to enact a moratorium as part of its broad police and planning powers to advance the interests of the public health, safety and welfare. *See Droste v. Board of County Commissioners*, 159 P.3d 601 (Colo. 2007); *Hermanson v. County of Fremont*, 595 P.2d 694 (Colo. App. 1979); *Dill v. Lincoln County*, 928 P.2d 809 (Colo. App. 1996); *Dollaghan v. County of Boulder*, 749 P.2d 444 (Colo. App. 1987); *Deighton v. City Council of Colorado Springs*, 902 P.2d 426 (Colo. App.) 1994); *Williams v. City of Central*, 907 P.2d 701 (Colo. App. 1995).
4. The Town Council has the authority, pursuant to Article V, Section 5.8 of the Charter to enact emergency ordinances for the preservation of the public peace, safety, or welfare upon the majority vote of the members of the Town Council present at the meeting.
5. The Town has received numerous comments from its constituents raising concerns relative to the Town’s Community Development Code, Section 17.3.4(F)(4) which allows the further subdivision of single-family lots to create additional lots and the

transfer of additional density to be transferred onto a single-family lot under certain limited conditions. The intent of the Council in enacting this moratorium is to allow sufficient time to conduct a public hearing(s) to listen to and consider the concerns of its constituents regarding Section 17.3.4(F)(4) and a possible amendment thereto.

6. There is an emergency that warrants the enactment of this Ordinance and temporary moratorium. Failure to consider an amendment to Section 17.3.4(F)(4) of the Community Development Code may allow further subdivision of single-family lots and the transfer of additional density onto a single-family lot to proceed, which may be out of character with the community and may negatively affect the cultural, environmental, and neighborhood qualities of the Town. It is anticipated by the Town that during the period of the moratorium the Council will conduct a public hearing(s) and conduct an analysis to determine if Section 17.3.4(F)(4) should be amended in order to best provide for the health, safety, order, convenience, prosperity, and general welfare, as well as efficiency and economy in the process of development.
7. This moratorium was enacted after a public hearing in compliance with Colorado statutes.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO, THAT:

1. Imposition of Temporary Moratorium.

There is hereby imposed a temporary moratorium on the further subdivision of single-family lots to create additional lots and the transfer of additional density to be transferred onto a single-family lot pursuant to Section 17.3.4(F)(4) of the Community Development Code.

2. Effective Date and Duration.

Pursuant to Article V, Section 5.8 of the Charter, this temporary moratorium is effective immediately upon adoption as it is necessary for the immediate preservation of the public health and safety of the citizens of the Town for the reasons recited herein and shall terminate on September 1, 2016, unless extended by a duly adopted ordinance by the Town Council.

3. Publication of Notice.

Pursuant to Article V, Section 5.8 of the Charter, the Town Clerk shall publish notice of this Ordinance within five (5) days after enactment of this Ordinance.

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

**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:

J. David Reed, 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 MacIntire				
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				
Bruce MacIntire				
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)

DRAFT



**Business and Government Activity Report
For the month ending: March 31st**

Activity	2016		2015		Variance	
	MONTH	YTD	MONTH	YTD	Variance	Variance %
Cable/Internet						
# Residential & Bulk Basic Cable	971		931		40	4.3%
# Premium Channel Residential & Bulk Subscribers	496		489		7	1.4%
# Digital Subscribers	296		319		(23)	-7.2%
# Internet Subscribers	1,767		1,621		146	9.0%
Average # Phone Subscribers	96		94		2	2.1%
Village Court Apartments						
Occupancy Rate %	100.00%	100.00%	100.00%	100.00%	0.00%	0.0%
# Vacated Units	2	5	0	2	3	150.0%
# Work Orders Completed	36	104	40	102	2	2.0%
# on Waiting List	70		128		(58)	-45.3%
Public Works						
Service Calls	449	1,227	387	1,138	89	7.8%
Snow Fall Inches	44	117	20	82	35	42.7%
Snow Removal - Streets & Prkg Lots Hours	303	1,644	382	1,637	7	0.4%
Roadway Maintenance Hours	76	177	150	315	(139)	-44.0%
Water Billed Consumption Gal.	8,345,000	41,426,000	8,640,000	47,098,000	(5,672,000)	-12.0%
Sewage Treatment Gal.	11,209,000	29,029,000	10,265,000	25,953,000	3,076,000	11.9%
Child Development Fund						
# Infants & Toddlers Actual Occupancy	21.53	65.01	20.02	56.51	8.50	15.0%
# Preschoolers Actual Occupancy	14.90	44.56	14.93	45.03	(0.47)	-1.0%
Transportation and Parking						
Bus passengers are up significantly due to the power outage and high winds, shutting gondola down and increasing bus service.						
GPG (noon snapshot)	7,210	21,660	3,354	8,600	13,060	151.9%
GPG Parking Utilization (% of total # of spaces occupied)	52.2%	52.3%	24.3%	20.8%	31.5%	151.4%
HPG (noon snapshot)	2,234	6,982	2,376	6,611	371	5.6%
HPG Parking Utilization (% of total # of spaces occupied)	70.3%	73.2%	74.7%	73.4%	-0.2%	-0.3%
Total Parking (noon snapshot)	13,773	42,425	11,244	30,994	11,431	36.9%
Parking Utilization (% of total # of spaces occupied)	56.7%	58.3%	46.3%	42.6%	15.7%	36.9%
Paid Parking Revenues	\$23,222	\$167,518	\$69,053	\$142,620	\$24,898	17.5%
Bus Routes # of Passengers	0	860	31	88	772	877.3%
Employee Shuttle # of Passengers	1,624	4,652	1,672	5,174	(522)	-10.1%
Employee Shuttle Utilization Rate %	48.0%	49.1%	49.0%	52.5%	-3.40%	-6.5%
Inbound (Vehicle) Traffic (Entrance) # of Cars	70,886	203,358	69,618	194,210	9,148	4.7%
New hires: bldg maint tech, water tech, gondola operator PT/YR ee's: 14 child care, 7 town council, 1 judge, 1 police officer, 1 vca maintenance, 1 admin Open positions: Child Care Asst., Groundskeeper, Gondola Operators, Gondola Maintenance, Gondola Supervisor, Child Care substitute						
Human Resources						
FT Year Round Head Count	74		76		(2)	-2.6%
Seasonal Head Count (FT & PT)	3		2		1	50.0%
PT Year Round Head Count	24		21		3	14.3%
Gondola FT YR, Seasonal, PT YR Head Count	55		60		(5)	-8.3%
Total Employees	156		159		(3)	-1.9%
Gondola Overtime Paid Hours	394	715	56	351	364	103.6%
Other Employee Overtime Paid	75	333	51	241	92	37.9%
# New Hires Total New Hires	3	22	3	10	12	120.0%
# Terminations	0	10	4	7	3	42.9%
# Workmen Comp Claims	1	5	2	2	3	150.0%
Workmen Comp Claims Costs	\$2,435	\$3,408	\$1,981	\$1,981	\$1,427	72.0%
Turnover	0.00%	0.00%	2.52%	4.40%	-4.40%	-100.0%
Gondola Recruiting Costs	\$708	\$1,925	\$301	\$1,331	\$594	44.6%
Other Recruiting Costs	\$847	\$1,315	\$1,351	\$3,670	(\$2,355)	-64.2%
Marketing & Business Development						
Total Users/Total Sessions	456/589	1,291/2,046	1,675/2,242	4,223/5,923	-2932/-3877	-69%/-65%
Town Hosted Meetings	5	18	4	13	5	38.5%
Email Correspondence Sent	6	15	14	26	(11)	-42.3%
E-mail List #	2,616		na		#VALUE!	#VALUE!
Wifi Subscribers	10,360		na		#VALUE!	#VALUE!
Press Releases Sent	1	4	3	6	(2)	-33.3%
Gondola and RETA						
Current RETA revenues are unaudited						
Gondola # of Passengers	342,632	975,219	333,699	905,213	70,006	7.7%
Chondola # of Passengers	27,840	83,499	29,384	83,615	(116)	-0.1%
RETA fees collected by TMVOA	\$128,427	\$1,059,174	\$394,092	\$1,105,209	(\$46,035)	-4.2%

Activity	2016		2015		Variance			
	MONTH	YTD	MONTH	YTD	Variance	Variance %		
Police								
Calls for Service	#	466	1,298	571	1,521	(223)	-14.7%	
Investigations	#	39	74	30	59	15	25.4%	
Alarms	#	41	97	26	62	35	56.5%	
Arrests	#	1	8	1	4	4	100.0%	
Traffic Contacts	#	10	32	40	58	(26)	-44.8%	
Traffic Tickets Written	#	0	3	9	9	(6)	-66.7%	
Parking Tickets Written	#	508	1,281	439	1,090	191	17.5%	
Administrative Dismissals	#	23	42	13	41	1	2.4%	
Building/Planning								
Community Development Revenues		\$56,378	\$105,141	\$21,301	\$67,693	\$37,448	55.3%	
# Permits Issued		7	17	4	9	8	88.9%	
Valuation of Building Permits Issued		\$1,724,610	\$2,202,741	\$111,500	\$661,471	\$1,541,270	233.0%	
# Inspections Completed		132	394	177	481	(87)	-18.1%	
# Design Review/Zoning Agenda Items		6	7	3	12	(5)	-41.7%	
# Staff Review Approvals		29	55	8	13	42	323.1%	
Recreation								
Mile of Trails Maintained		14.7	44.1	14.7	44.1	0	0.0%	
Platform Tennis Registrations		60	161	65	182	(21)	-11.5%	
Ice Rink Skaters		0	1740	239	2813	(1,073)	-38.1%	
Snow Cat Hours		12	243	58	295	(52)	-17.7%	
Plaza Services Due to the timing of the packet, trash diversion rates are for the previous month.								
Snow Removal Plaza	Hours	98	1,231	188.5	788	443	56.2%	
Plaza Maintenance	Hours	524	1,078	459.25	1204	(126)	-10.5%	
Lawn Care	Hours	45	58	102	102	(44)	-43.1%	
Plant Care	Hours	64	82	38.75	88	(7)	-7.4%	
Irrigation	Hours	17	18	1	1	17	1650.0%	
TMV Trash Collection	Hours	133	354	145.75	387	(33)	-8.5%	
Christmas Decorations	Hours	8	338	18.25	384	(46)	-12.1%	
Residential Trash	Pound	22,050	61,350	14,250	33,450	27,900	83.4%	
Residential Recycle	Pound	11,744	58,813	27,000	36,490	22,323	61.2%	
Diversion Rate	%	34.75%	48.94%	65.45%	52.17%	-3.23%	-6.2%	
Vehicle Maintenance								
# Preventive Maintenance Performed		17	63	25	61	2	3.3%	
# Repairs Completed		24	91	23	77	14	18.2%	
Special Projects		2	8	0	7	1	14.3%	
# Roadside Assists		0	1	2	2	(1)	-50.0%	
Finance								
# Employee Based Business Licenses Issued		26	647	21	550	97	17.6%	
# Privately Licensed Rentals		1	72	1	52	20	38.5%	
# Property Management Licensed Rentals		-3	338	29	320	18	5.6%	
# VRBO Listings for MV		376		362		14	3.9%	
# Paperless Billing Accts (YTD is total paperless customers)		13	573	6	507	66	13.0%	
# of TMV AR Bills Processed		2,106	6,298	1,985	6,035	263	4.4%	
Accounts Receivable - Total Bad Debt Reserve/Allowance: \$20,034								
Current	TMV Operating Receivables (includes Gondola funding)		Utilities - Cable and Water/Sewer		VCA - Village Court Apartments		General Fund Investment Activity	
	\$ 804,612	95.6%	\$ 175,503	78.3%	\$ (39,329)	112.3%		Change in Value (\$248,260)
	30+ Days	632 0.1%	35,117 15.7%	-	0.0%	Ending Balance		\$4,502,885
	60+ Days	2,377 0.3%	10,884 4.9%	-	0.0%	Investment Income		\$8,588
	90+ Days	2,355 0.3%	2,497 1.1%	4,317	-12.3%	Portfolio Yield		0.87%
	over 120 days	31,449 3.7%	177 0.1%	-	0.0%			
	Total	\$ 841,425 100.0%	\$ 224,179 100.0%	\$ (35,012)	100.0%			
Current	Other Billings - CDF, Construction Parking, Commercial Trash		Total All AR		Change Since Last Month - Increase (Decrease) in AR		Other Statistics	
	\$ 12,370	47.2%	\$ 953,156	90.2%	\$ (400,126)	105.5%		Population (estimated) 1,395
	30+ Days	4,961 18.9%	40,711 3.9%	10,282	-2.7%	Registered Voters		1,412
	60+ Days	3,645 13.9%	16,906 1.6%	8,893	-2.3%	Property Valuation		294,538,840
	90+ Days	3,417 13.0%	12,586 1.2%	3,756	-1.0%			
	over 120 days	1,794 6.8%	33,420 3.2%	(1,898)	0.5%			
	Total	\$ 26,186 100.0%	\$ 1,056,778 100.0%	\$ (379,094)	100.0%			



Memorandum

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

Mountain Village Financials Statements through February, 2016

General Fund Summary

The General Fund currently reflects a surplus of \$1 million. Development related revenues have increased marginally from prior year and budget. Sales taxes show an increase of 3% over prior year and over budget. Revenues of \$2.5 million were over budget by \$114,000 due mainly to sales tax collections, development related revenues, and interest income.

Total operating expenditures of \$1.4 million were under budget by \$70,500. There was no capital outlay through this period.

Transfers to other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Parking Services	\$ 2,151	\$ (6,395)	\$ (6,395)	-
Child Development Fund	\$ 6,205	\$ 10,595	\$ 614	(9,981)
Conference Center Subsidy	\$ -	\$ 49,675	\$ 49,120	(555)
Affordable Housing Development Fund (Monthly Sales Tax Allocation)	\$ 65,272	\$ 115,298	\$ 119,720	4,422
Vehicle & Equipment Acquisition Fund	\$ -	\$ 68,000	\$ 67,324	(676)

Income transfers from other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Overhead allocation from Cable, W/S, Gondola, VCA and Parking Services	\$ 38,318	\$ 74,254	\$ 75,009	755
Debt Service Fund (Specific ownership taxes)	\$ 10,607	\$ 13,884	\$ 24,200	10,316
*Tourism Fund	\$ (15,404)	\$ (2,110)	\$ 3,516	5,626

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

Vehicle and Equipment Acquisition Fund – No Fund Income Statement Attached

A snowmobile for the recreation department, a new bobcat were purchased and the bobcat leases have been paid.

Capital Projects Fund – No Fund Income Statement Attached

\$1,368 was spent on the Meadows Improvement Plan.

Historical Museum Fund – No Fund Income Statement Attached

\$30,180 in property taxes were collected and \$29,576 was tendered to the historical museum. The county treasurer retained \$604 in treasurer’s fees.

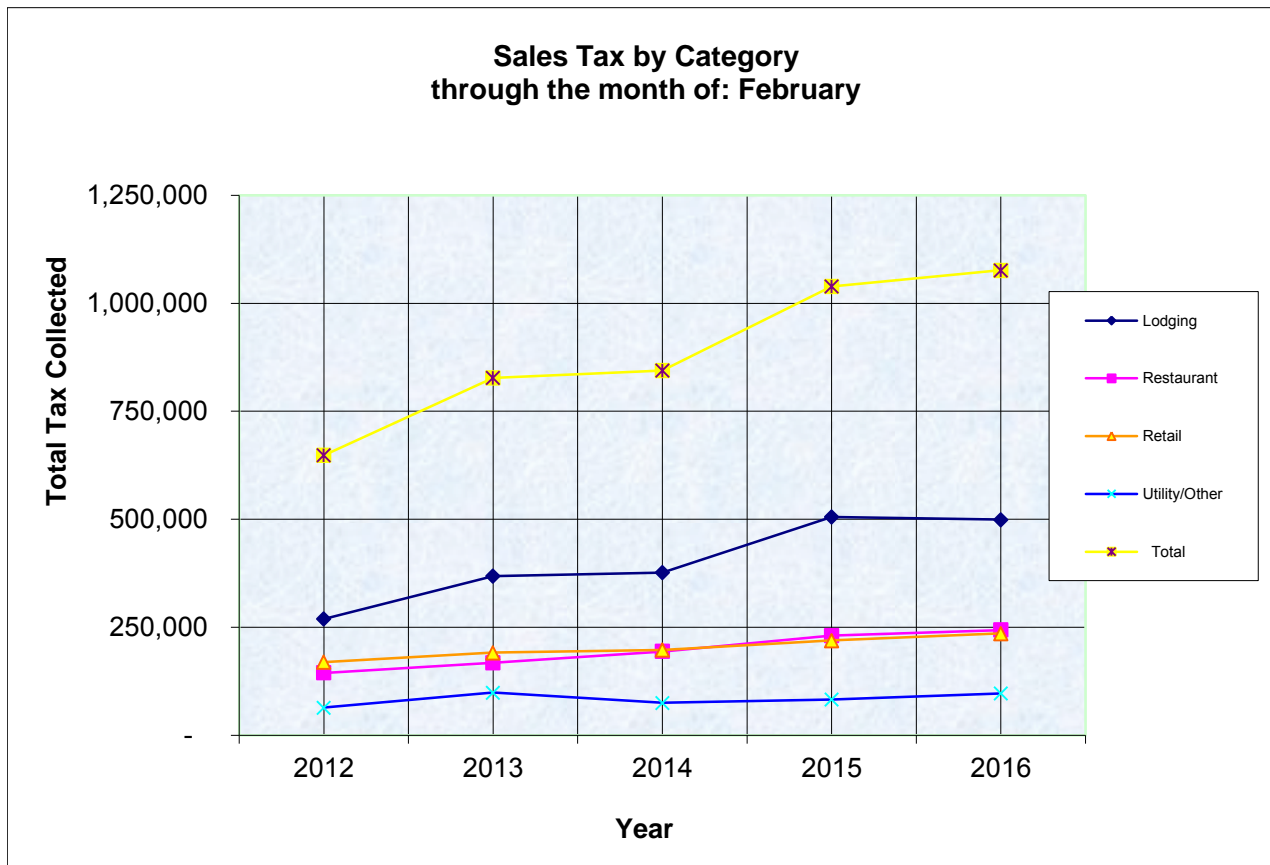
Mortgage Assistance Fund – No Fund Income Statement Attached

There has been no activity in this fund to date.

Sales Tax

Sales taxes of \$1.1 million are 3% over 2015 through this period and are over budget by 3%. Utility/Other shows the highest growth of 17% followed by retail at 7.4%.

Actual Sales Tax Base By Class, Through February 2016										
Category	Actual 2012	Actual 2013	PY % Increase	Actual 2014	PY % Increase	Actual 2015	PY % Increase	Actual 2016	PY \$ Variance	PY % Increase
	4.5%	4.5%	2012 to 2013	4.5%	2013 to 2014	4.5%	2014 to 2015	4.5%	2015 to 2016	2015 to 2016
Lodging	5,992,843	8,198,080	37%	8,376,832	2%	11,233,286	34%	11,095,916	(137,370)	-1.22%
Restaurant	3,216,739	3,733,177	16%	4,317,265	16%	5,126,974	19%	5,418,958	291,983	5.70%
Retail	3,774,164	4,256,498	13%	4,399,869	3%	4,883,966	11%	5,244,704	360,739	7.39%
Utility/Other	1,430,209	2,201,163	54%	1,675,650	-24%	1,845,506	10%	2,160,747	315,240	17.08%
Total	14,413,954	18,388,918	28%	18,769,615	2%	23,089,733	23%	23,920,325	830,592	3.60%



Tourism Fund

2016 restaurant taxes totaling \$107,754 have been collected and \$105,599 was tendered to the airline guarantee program. \$442,978 in lodging taxes were collected and \$436,333 was tendered to the airline guarantee program and to MTI. The Town retained \$8,800 in administrative fees, and penalties and interest of \$826. Additional funding of \$25,000 was expended for Gay Ski Week.

Lodging taxes are trailing prior year by 1.25% and are exceeding budget by 2.3%. Restaurant taxes are ahead of prior year and budget by 7.6% and 11.1%, respectively. For the month of February, restaurant taxes are 12.9% over February 2015 and lodging taxes are 9.8% over February 2015.

Town of Mountain Village Colorado Lodging Tax Summary								
	2012	2013	2014	2015	2016	2015	2016	Budget
	Activity	Activity	Activity	Activity	Activity	Var %	Budget	Var %
	(4%)	(4%)	(4%)	(4%)	(4%)			
January	105,787	167,378	159,264	216,904	193,815	-10.64%	208,102	-7.37%
February	135,434	151,727	170,098	231,700	249,163	7.54%	224,686	9.82%
March	150,548	203,235	248,285	302,834	-	-100.00%	288,511	#DIV/0!
April	7,619	9,382	7,291	12,319	-	-100.00%	11,812	#DIV/0!
May	8,673	10,684	10,627	15,282	-	-100.00%	14,961	#DIV/0!
June	55,581	77,013	74,275	84,204	-	-100.00%	81,722	#DIV/0!
July	77,661	93,602	109,838	136,711	-	-100.00%	133,287	#DIV/0!
August	74,889	84,727	88,929	88,990	-	-100.00%	87,460	#DIV/0!
September	62,057	69,349	82,891	113,475	-	-100.00%	110,649	#DIV/0!
October	16,867	16,450	17,383	22,812	-	-100.00%	22,228	#DIV/0!
November	6,618	6,761	11,840	11,372	-	-100.00%	10,898	#DIV/0!
December	164,045	191,249	226,508	260,822	-	-100.00%	249,213	#DIV/0!
Total	865,780	1,081,555	1,207,229	1,497,425	442,978	-70.42%	1,443,529	-225.87%
Tax Base	21,644,491	27,038,867	30,180,718	37,435,624	11,074,455		36,088,225	

Town of Mountain Village Colorado Restaurant Tax Summary								
	2012	2013	2014	2015	2016	2015	2016	Budget
	Activity	Activity	Activity (2%)	Activity (2%)	Activity (2%)	Var %	Budget	Var %
	(2%)	(2%)						
January	28,754	34,448	38,239	46,261	48,594	5.04%	44,258	8.92%
February	34,996	41,121	48,466	53,871	59,160	9.82%	51,539	12.88%
March	42,723	47,045	53,516	60,420	-	-100.00%	57,805	#DIV/0!
April	3,506	2,518	1,995	2,876	-	-100.00%	2,751	#DIV/0!
May	2,469	3,913	5,154	5,457	-	-100.00%	5,221	#DIV/0!
June	17,098	19,116	25,366	25,426	-	-100.00%	24,326	#DIV/0!
July	25,929	27,921	32,661	40,081	-	-100.00%	37,969	#DIV/0!
August	20,958	25,645	25,017	29,015	-	-100.00%	27,759	#DIV/0!
September	17,813	19,982	23,831	32,169	-	-100.00%	30,776	#DIV/0!
October	7,258	5,468	5,369	9,492	-	-100.00%	9,081	#DIV/0!
November	4,524	4,668	5,765	6,637	-	-100.00%	6,349	#DIV/0!
December	39,565	42,983	49,923	55,055	-	-100.00%	52,672	#DIV/0!
Total	245,593	274,828	315,303	366,759	107,754	-70.62%	350,508	-225.29%
Tax Base	12,279,634	13,741,420	15,765,152	18,337,941	5,387,675		17,525,400	

Business license fees of \$260,605 are over budget and prior year due to earlier renewals. \$244,969 was remitted to MTI and \$18,940 in admin fees and penalties were transferred to the General Fund.

**Town of Mountain Village Monthly Revenue and Expenditure Report
February 2016**

	2016						2015	2014	2013
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
General Fund									
Revenues									
Charges for Services	\$ 42,334	\$ 23,796	\$ 18,538	77.90%	\$ 281,440	\$ 239,106	\$ 28,050	\$ 22,591	\$ 153,395
Contributions	14,202	5,843	8,359	143.06%	49,913	35,711	21,796	1,586	3,844
Fines and Forfeits	2,608	365	2,243	614.52%	6,077	3,469	627	375	(23)
Interest Income	25,711	7,628	18,083	237.06%	45,000	19,289	20,316	21,643	15,878
Intergovernmental	95,925	94,262	1,663	1.76%	379,030	283,105	86,666	87,459	95,940
Licenses and Permits	21,864	18,341	3,523	19.21%	261,655	239,791	28,571	20,669	116,328
Miscellaneous Revenues	12,019	10,300	1,719	16.69%	90,492	78,473	11,685	10,691	13,448
Taxes and Assessments	2,316,451	2,256,688	59,763	2.65%	8,699,766	6,383,315	2,144,224	1,971,270	2,427,808
Total Revenues	2,531,114	2,417,223	113,891	4.71%	9,813,373	7,282,259	2,341,935	2,136,284	2,826,618
Operating Expenses									
Legislation & Council	10,812	10,929	(117)	-1.07%	121,497	110,685	1,802	1,206	994
Town Manager	38,129	38,289	(160)	-0.42%	229,893	191,764	38,480	38,559	32,122
Administrative Services	53,585	56,396	(2,811)	-4.98%	389,005	335,420	48,749	52,730	48,645
Finance	214,486	227,280	(12,794)	-5.63%	821,872	607,386	230,854	212,948	194,321
Technical	58,521	57,606	915	1.59%	192,590	134,069	59,304	57,558	62,439
Human Resources	52,623	53,647	(1,024)	-1.91%	306,020	253,397	37,023	42,322	39,149
Town Attorney	98,629	98,653	(24)	-0.02%	494,677	396,048	85,667	56,541	72,260
Marketing and Business Development	64,209	65,090	(881)	-1.35%	398,044	333,835	34,333	27,462	26,764
Municipal Court	4,154	4,855	(701)	-14.44%	30,963	26,809	4,319	4,350	2,790
Police Department	115,032	122,005	(6,973)	-5.72%	827,957	712,925	134,894	118,724	118,191
Community Services	7,164	10,139	(2,975)	-29.34%	52,004	44,840	8,543	8,061	7,027
Community Grants and Contributions	-	-	-	#DIV/0!	76,000	76,000	4,000	55,000	15,000
Roads and Bridges	116,558	118,381	(1,823)	-1.54%	1,138,706	1,022,148	123,788	112,361	98,268
Vehicle Maintenance	80,579	81,171	(592)	-0.73%	473,430	392,851	74,161	74,273	68,106
Municipal Bus/Dial-A-Ride	27,331	27,628	(297)	-1.07%	157,725	130,394	10,190	6,279	76,063
Employee Shuttle	11,005	22,009	(11,004)	-50.00%	103,590	92,585	11,274	12,646	14,663
Parks & Recreation	68,189	84,603	(16,414)	-19.40%	512,668	444,479	71,153	70,558	33,256
Plaza and Environmental Services	259,475	259,911	(436)	-0.17%	1,452,442	1,192,967	218,086	158,940	142,991
Public Refuse Removal and Residential Trash Billing Services	6,154	9,326	(3,172)	-34.01%	54,999	48,845	8,473	6,641	36,164
Building/Facility Maintenance	21,882	27,448	(5,566)	-20.28%	210,684	188,802	27,428	21,917	26,980
Planning & Development Services	1,100	1,404	(304)	-21.65%	88,068	86,968	912	837	472
Building Division	41,924	42,259	(335)	-0.79%	9,149	(32,775)	27,749	28,478	18,687
Housing Division Office	3,105	3,246	(141)	-4.34%	280,886	277,781	2,824	2,792	2,109
Planning and Zoning Division	41,561	44,390	(2,829)	-6.37%	20,951	19,851	35,928	47,464	31,138
Contingency	-	-	-	#DIV/0!	451,019	447,914	-	-	-
Total Operating Expenses	1,396,207	1,466,665	(70,458)	-4.80%	8,894,839	7,535,988	1,299,934	1,218,647	1,168,599
Surplus / Deficit	1,134,907	950,558	184,349	19.39%	918,534	(253,729)	1,042,001	917,637	1,658,019
Capital Outlay	-	-	-	#DIV/0!	105,000	105,000	49,300	37,774	19,215
Surplus / Deficit	1,134,907	950,558	184,349	19.39%	813,534	(321,373)	992,701	879,863	1,638,804
Other Sources and Uses									
Sale of Assets	4,890	-	4,890	#DIV/0!	-	(4,890)	11,332	-	-
Transfer (To) From Affordable Housing	(119,720)	(115,298)	(4,422)	3.84%	(423,000)	(303,280)	(115,463)	(93,851)	(92,872)
Transfer (To) From Broadband	-	-	-	#DIV/0!	-	-	110,671	(15,535)	54,412
Transfer (To) From Child Development	(614)	(10,595)	9,981	-94.20%	(126,349)	(77,229)	11,562	(499)	5,069
Transfer (To) From Communications	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From Capital Projects	-	-	-	#DIV/0!	(300,000)	(303,516)	-	-	-
Transfer (To) From Debt Service	24,200	13,884	10,316	74.30%	82,264	7,255	25,178	25,887	19,809
Transfer (To) From Overhead Allocation	75,009	74,254	755	1.02%	454,594	379,585	69,199	75,218	71,568
Transfer (To) From Parking Services	(6,395)	(6,395)	-	0.00%	(94,319)	(93,705)	28,027	33,883	34,739
Transfer (To) From Conference Center	(49,120)	(49,675)	555	-1.12%	(204,168)	(204,168)	(24,227)	(24,342)	(18,373)
Transfer (To) From Tourism	3,516	(2,110)	5,626	-266.62%	14,816	(9,384)	26,890	22,259	27,358
Transfer (To) From Vehicle/Equipment	(67,324)	(68,000)	676	-0.99%	(422,338)	(355,014)	(17,115)	(63,264)	-

	2016					2015	2014	2013	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Transfer (To) From Water/Sewer	-	-	-	#DIV/0!	-	-	-	-	-
Total Other Sources and Uses	(135,558)	(163,935)	28,377	-17.31%	(1,018,500)	(964,347)	126,054	(40,244)	101,710
Surplus / Deficit	\$ 999,349	\$ 786,623	\$ 212,726	27.04%	\$ (204,966)	\$ (1,285,719)	\$ 1,118,755	\$ 839,619	\$ 1,740,514

Beginning Fund Balance Components	Actual YTD	Annual Budget
Emergency Reserve	\$ 3,113,194	\$ 3,113,193
Unreserved	5,872,154	4,331,085
Beginning Fund Balance	\$ 8,985,348	\$ 7,444,278

YTD Ending Fund Balance Components		
Emergency Reserve	\$ 3,113,194	\$ 3,113,193
Health Care Premium Savings Reserve	50,000	50,000
Facility Maint Reserve	155,000	155,000
Unreserved	6,666,503	3,695,707
Ending Fund Balance	\$ 9,984,697	\$ 7,013,900

Revenues

Taxes & Assessments - Specific Ownership taxes collected are exceeding budget (18%) and prior year (5%). Sales tax revenues are 3% over budget and 3% over prior year.
Construction use tax is slightly over budget and exceeding prior year.
Licenses & Permits - Construction permits are over budget by \$826. Electrical permits are over budget \$4,300.
Intergovernmental - Intergovernmental revenues are slightly over budget due to highway user taxes.
Charges for Services - Plan review and DRB fees are over budget by \$4,000 and over prior year \$2,000. Energy mitigation fees are also exceeding budget.
Fines & Forfeitures - Over budget due to building miscellaneous fines.
Investment Income - Interest is exceeding budget and prior year.
Miscellaneous - Under budget in van rider revenues but over in vending cart rents.
Contributions - Energy rebates are the only collections in this category.

Top Ten Budget Variances

Under Budget

Parks and Recreation - \$16,414 Under budget in ice rink expense and gasoline.
Finance - \$12,794 Under budget for property insurance.
Employee Shuttle - \$11,004 Gasoline and personnel costs are under budget.
Police - \$6,973 Savings in personnel costs due to lower overtime.
Building/Facility Maintenance - \$5,566 Under budget in personnel costs due to temporarily unfilled position.
Trash Removal - \$3,172 Removal services are under budget and prior year.
Community Services - \$2,975 Under budget in worker's compensation and gasoline.
Planning & Zoning - \$2,829 Savings in group insurance.
Admin Services- \$2,811 Savings in facility expense and electric.

Over Budget

Technical - \$915 Slightly over budget in software support (IT Technician fees).

**Town of Mountain Village Monthly Revenue and Expenditure Report
February 2016**

	2016						2015	2014	2013
	Actual	Budget	Budget	Budget	Annual	Budget	Actual	Actual	Actual
	YTD	YTD	Variance	Variance	Budget	Balance	YTD	YTD	YTD
		(\$)	(%)						
Tourism Fund									
Revenues									
Business Licenses Fees	\$ 260,605	\$ 212,266	\$ 48,339	23%	\$ 277,546	\$ 16,941	\$ 215,594	\$ 231,831	\$ 230,255
Lodging Taxes - Condos/Homes (1)	259,706	217,388	42,318	19%	736,200	476,494	236,389	137,160	154,288
Lodging Taxes - Hotels/Condos (1)	183,272	215,398	(32,126)	-15%	707,329	524,057	212,216	192,201	164,817
Lodging Taxes - Prior Year	610	-	610	#DIV/0!	-	(610)	-	360	870
Penalties and Interest	4,131	1,746	2,385	137%	10,000	5,869	5,211	1,669	5,629
Restaurant Taxes	104,754	95,798	8,956	9%	350,508	245,754	100,132	86,706	75,569
Restaurant Taxes - Prior Year	-	-	-	#DIV/0!	-	-	567	-	164
Total Revenues	813,078	742,596	70,482	9%	2,081,583	1,268,505	770,109	649,927	631,592
Tourism Funding									
Additional Funding	25,000	25,000	-	0%	38,000	13,000	-	-	-
Airline Guaranty Funding	320,017	305,947	14,070	5%	1,050,827	730,810	318,501	246,535	231,006
MTI Funding	464,545	413,759	50,786	12%	975,440	510,895	424,718	381,133	373,227
Total Tourism Funding	809,562	744,706	64,856	92%	2,064,267	1,254,705	743,219	627,668	604,234
Surplus / Deficit	3,516	(2,110)	5,626	-267%	17,316	13,800	26,890	22,259	27,358
Administrative Fees									
Audit Fees	-	-	-	#DIV/0!	2,500	2,500	-	-	-
Total Administrative Fees	-	-	-	#DIV/0!	2,500	2,500	-	-	-
Surplus / Deficit	3,516	(2,110)	64,856	-3073%	14,816	11,300	26,890	22,259	27,358
Other Sources and Uses									
Transfer (To) From Other Funds	(3,516)	2,110	(5,626)	-267%	(14,816)	(11,300)	(26,890)	(22,259)	(27,358)
Total Other Sources and Uses	(3,516)	2,110	(5,626)	-267%	(14,816)	(11,300)	(26,890)	(22,259)	(27,358)
Surplus / Deficit	\$ -	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -

**Town of Mountain Village Monthly Revenue and Expenditure Report
February 2016**

	2016				2015	2014	2013		
	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	\$ -	\$ -	\$ -	#DIV/0!	\$ 18,500	\$ 18,500	\$ -	\$ -	\$ -
Fines and Forfeits	7,475	3,224	4,251	132%	7,900	425	9,315	3,570	1,205
Gondola Parking Garage	7,800	13,705	(5,905)	-43%	89,825	82,025	30,353	27,548	34,216
Heritage Parking Garage	35,932	27,577	8,355	30%	98,752	62,820	42,744	51,338	40,887
Parking Meter Revenues	564	759	(195)	-26%	7,061	6,497	1,266	3,291	2,468
Parking Permits	2,250	1,212	1,038	86%	6,499	4,249	3,170	3,540	2,975
Special Event Parking	60	-	60	#DIV/0!	41,000	40,940	-	-	-
Total Revenues	54,081	46,477	7,604	16%	269,537	215,456	86,848	89,287	81,751
Operating Expenses									
Other Operating Expenses	289	696	(407)	-58%	4,630	4,341	298	129	-
Personnel Expenses	25,789	26,177	(388)	-1%	134,885	109,096	21,903	25,069	22,216
Gondola Parking Garage	10,775	14,927	(4,152)	-28%	58,625	47,850	10,182	14,124	11,867
Surface Lots	4,522	4,253	269	6%	31,260	26,738	4,599	1,785	1,559
Heritage Parking Garage	9,579	10,234	(655)	-6%	101,325	91,746	6,115	4,698	5,265
Contingency	-	-	-	#DIV/0!	-	-	-	-	-
Meadows Parking	-	-	-	#DIV/0!	-	-	-	-	-
Total Operating Expenses	50,954	56,287	(5,333)	-9%	330,725	279,771	43,097	45,805	40,907
Surplus / Deficit	3,127	(9,810)	12,937	-132%	(61,188)	(64,315)	43,751	43,482	40,844
Capital									
Capital	4,800	4,800	-	0%	4,800	-	10,895	4,342	-
Surplus / Deficit	(1,673)	(14,610)	12,937	-89%	(65,988)	(64,315)	32,856	39,140	40,844
Other Sources and Uses									
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Overhead Allocation	(4,722)	(4,722)	-	0%	(28,331)	(23,609)	(4,829)	(5,257)	(6,105)
Transfer (To) From General Fund	6,395	6,395	-	0%	94,319	87,924	(28,027)	(33,883)	(34,739)
Total Other Sources and Uses	1,673	1,673	-	0%	65,988	64,315	(32,856)	(39,140)	(40,844)
Surplus / Deficit	\$ -	\$ (12,937)	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -

Parking revenues are over budget \$7,600. GPG is under budget but is made up for by HPH. Expenditures are under budget primarily due to GPG electricity and elevator maintenance. The net transfer from the General Fund is \$1,673.

**Town of Mountain Village Monthly Revenue and Expenditure Report
February 2016**

	2016					2015	2014	2013	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Gondola Fund									
Revenues									
Event Operations Funding	\$ 4,944	\$ -	\$ 4,944	#DIV/0!	\$ -	\$ (4,944)	\$ 5,425	\$ 3,825	\$ 5,499
Event Operations Funding - SMC/TOT	-	-	-	#DIV/0!	36,000	36,000	-	-	-
Operations Grant Funding	-	-	-	#DIV/0!	150,100	150,100	-	-	-
Operations Grant Funding	-	-	-	#DIV/0!	818,600	818,600	-	-	-
Insurance Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Miscellaneous Revenues	158	-	158	#DIV/0!	-	(158)	100	-	-
Sale of Assets	3,350	-	3,350	#DIV/0!	-	(3,350)	4,000	-	-
TMVOA Operating Contributions	556,676	673,135	(116,459)	-17.30%	3,901,812	3,345,136	607,588	676,754	560,244
TMVOA Capital Contributions	426,046	425,798	248	0.06%	2,515,900	2,089,854	15,000	-	-
TSG 1% Lift Sales	88,162	70,968	17,194	24.23%	160,000	71,838	80,362	68,405	58,567
Total Revenues	1,079,336	1,169,901	(90,565)	-7.74%	7,582,412	6,503,076	712,475	748,984	624,310
Operating Expenses									
MAARS	9,698	10,993	(1,295)	-11.78%	74,048	64,350	10,605	10,540	8,930
Chondola	28,513	33,554	(5,041)	-15.02%	471,942	443,429	45,533	44,296	37,273
Grant Success Fees	-	-	-	#DIV/0!	58,122	58,122	-	-	-
Operations	301,471	332,871	(31,400)	-9.43%	1,762,841	1,461,370	310,939	316,172	266,279
Maintenance	196,269	217,169	(20,900)	-9.62%	1,239,631	1,043,362	206,043	248,049	178,325
FGOA	117,339	149,516	(32,177)	-21.52%	533,041	415,702	124,355	129,927	133,503
Major Repairs and Replacements	131,489	131,305	184	0.14%	1,100,000	968,511	15,000	-	-
Contingency	-	-	-	#DIV/0!	108,287	108,287	-	-	-
Total Operating Expenses	784,779	875,408	(90,629)	-10.35%	5,347,912	4,563,133	712,475	748,984	624,310
Surplus / Deficit	294,557	294,493	64	0.02%	2,234,500		-	-	-
Capital									
Capital Outlay	294,557	294,493	64	0.02%	2,234,500	1,939,943	-	-	-
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -		\$ -	\$ -	\$ -

The gondola fund is \$90,600 under budgeted expenditures.

MARRS is under budget with savings in employee costs, this is due to budgeting for training, meeting, practice, and re-rides that may not always be needed.

Chondola expenses are under budget due mainly to operations salaries and wages. Gondola operations is under budget in employee costs including worker's compensation.

Maintenance is under budget with savings in Worker's compensation. FGOA costs are under budget with savings in electricity and natural gas.

MR&R expense is for conveyor and gearbox rebuilds 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
February 2016**

	2016				Annual Budget	Budget Balance	2015 Actual YTD	2014 Actual YTD	2013 Actual YTD
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)					
Child Development Fund									
Revenues									
Daycare Fees	\$ 47,680	\$ 39,037	8,643	22.14%	\$ 237,697	\$ 190,017	\$ 41,484	\$ 42,647	\$ 45,382
Fundraising Revenues - Daycare	560	237	323	136.29%	8,500	7,940	374	485	-
Fundraising Revenues - Preschool	-	-	-	0.00%	3,500	(25,034)	374	-	-
Grant Revenues - Daycare	8,038	15,259	(7,221)	-47.32%	35,000	26,962	11,073	7,057	5,502
Grant Revenues - Preschool	6,583	3,894	2,689	69.05%	15,000	8,417	7,631	2,404	-
Preschool Fees	28,534	27,690	844	#DIV/0!	163,515	163,515	29,080	29,046	28,153
Total Revenues	91,395	86,117	5,278	6.13%	463,212	371,817	90,016	81,639	79,037
Operating Expenses									
Daycare Other Expense	15,249	14,180	1,069	7.54%	75,090	59,841	8,554	9,868	10,878
Daycare Personnel Expense	55,480	52,347	3,133	5.99%	319,511	264,031	45,557	43,412	42,827
Preschool Other Expense	3,980	5,577	(1,597)	-28.64%	43,415	39,435	5,215	3,647	5,963
Preschool Personnel Expense	17,300	24,608	(7,308)	-29.70%	151,545	134,245	19,128	25,211	14,300
Total Operating Expenses	92,009	96,712	(4,703)	-4.86%	589,561	497,552	78,454	82,138	73,968
Surplus / Deficit	(614)	(10,595)	9,981	-94.20%	(126,349)		11,562	(499)	5,069
Other Sources and Uses									
Contributions	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	614	10,595	9,981	94.20%	126,349	125,735	(11,562)	499	(5,069)
Total Other Sources and Uses	614	10,595	9,981	94.20%	126,349	125,735	(11,562)	499	(5,069)
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -		\$ -	\$ -	\$ -

Child Development revenues are \$5,300 over budget. Daycare fees are over budget 22%. Daycare grant revenues are under budget due timing difference in receiving funds. Operating expenses are \$4,700 under budget due to preschool personnel costs and other expenses. The fund has required \$614 in funding from the General Fund.

**Town of Mountain Village Monthly Revenue and Expenditure Report
February 2016**

	2016				2015	2014	2013			
	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	\$ 373,059	\$ 348,656	\$ 24,403	7.00%	\$ 2,145,991	\$ 1,772,932	\$ 372,018	\$ 328,295	\$ 405,491	
Other Revenues	1,548	1,907	(359)	-18.83%	24,050	22,502	1,364	1,914	1,429	
Ski Ranches Water	22,093	21,082	1,011	4.80%	129,222	107,129	21,332	21,202	21,742	
Skyfield Water	2,927	2,996	(69)	-2.30%	18,947	16,020	3,578	2,850	2,967	
Total Revenues	399,627	374,641	24,986	6.67%	2,318,210	1,918,583	398,292	354,261	431,629	
Operating Expenses										
Mountain Village Sewer	51,405	57,905	(6,500)	-11.23%	535,452	484,047	50,268	53,462	50,136	
Mountain Village Water	160,550	177,904	(17,354)	-9.75%	1,037,276	876,726	160,345	138,083	151,428	
Ski Ranches Water	3,465	6,364	(2,899)	-45.55%	47,487	44,022	3,718	5,599	6,375	
Contingency	-	-	-	#DIV/0!	32,404	32,404	-	-	-	
Total Operating Expenses	215,420	242,173	(26,753)	-11.05%	1,652,619	1,437,199	214,331	197,144	207,939	
Surplus / Deficit	184,207	132,468	51,739	39.06%	665,591		183,961	157,117	223,690	
Capital										
Capital Outlay	60,220	65,000	(4,780)	-7.35%	489,550	429,330	20,209	32,471	28,428	
Surplus / Deficit	123,987	67,468	56,519	83.77%	176,041		163,752	124,646	195,262	
Other Sources and Uses										
Overhead Allocation Transfer	(22,909)	(22,909)	-	0.00%	(137,455)	(114,546)	(20,357)	(22,125)	(20,732)	
Mountain Village Tap Fees	-	-	-	#DIV/0!	35,000	35,000	-	2,863	-	
Grants	-	-	-	#DIV/0!	-	-	-	-	-	
Ski Ranches Tap Fees	-	-	-	#DIV/0!	5,000	5,000	-	5,000	-	
Skyfield Tap Fees	-	-	-	#DIV/0!	2,000	2,000	-	-	-	
Telski Tap Fee/Water Credit	-	-	-	#DIV/0!	-	-	-	-	-	
Transfer (To) From General Fund	-	-	-	#DIV/0!	-	-	-	-	-	
Total Other Sources and Uses	(22,909)	(22,909)	-	0.00%	(95,455)	(72,546)	(20,357)	(14,262)	(20,732)	
Surplus / Deficit	\$ 101,078	\$ 44,559	\$ 56,519	126.84%	\$ 80,586		\$ 143,395	\$ 110,384	\$ 174,530	

Excess water fees and snow making fees exceeded budget, \$17,700 and \$6,400. Ski Ranches revenues are over budget due to base fees, although excess fees are lagging. Skyfield revenues are under budget in excess water and standby fees. Other revenues are under budget in late fees.

Sewer expenditures are under budget for regional sewer charges (TOT). MV water is under budget due mainly legal fees and property insurance.

Ski Ranches water costs are under budget with savings in S&W, meter purchases, and utilities. Capital costs were for power generators and regional sewer costs.

**Town of Mountain Village Monthly Revenue and Expenditure Report
February 2016**

	2016					2015	2014	2013	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Broadband Fund									
Revenues									
Cable User Fees	\$ 142,810	\$ 147,720	\$ (4,910)	-3.32%	\$ 865,368	\$ 722,558	\$ 141,151	\$ 138,562	\$ 145,179
Internet User Fees	146,722	130,352	16,370	12.56%	776,597	629,875	132,221	118,782	101,732
Other Revenues	8,921	21,904	(12,983)	-59.27%	98,524	92,428	12,417	12,756	13,359
Phone Service Fees	6,096	6,015	81	1.35%	34,589	25,668	6,214	5,876	5,405
Total Revenues	304,549	305,991	(1,442)	-0.47%	1,775,078	1,470,529	292,003	275,976	265,675
Operating Expenses									
Cable Direct Costs	123,715	116,766	6,949	5.95%	689,248	565,533	108,452	96,781	97,079
Phone Service Costs	4,620	5,045	(425)	-8.42%	29,700	25,080	4,552	2,789	3,387
Internet Direct Costs	39,400	38,000	1,400	3.68%	228,000	188,600	18,000	18,000	15,212
Cable Operations	90,118	86,588	3,530	4.08%	579,317	489,199	82,044	104,808	96,369
Contingency	-	-	-	#DIV/0!	3,000	3,000	-	-	-
Total Operating Expenses	257,853	246,399	11,454	4.65%	1,529,265	1,271,412	213,048	222,378	212,047
Surplus / Deficit	46,696	59,592	(12,896)	-21.64%	245,813		78,955	53,598	53,628
Capital									
Capital Outlay	-	-	-	#DIV/0!	60,000	60,000	-	-	6,700
Surplus / Deficit	46,696	59,592	(12,896)	-21.64%	185,813		78,955	53,598	46,928
Other Sources and Uses									
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	-	-	-	#DIV/0!	-	-	(110,671)	15,535	(54,412)
Overhead Allocation Transfer	(21,199)	(21,199)	-	0.00%	(127,195)	(105,996)	(18,284)	(19,133)	(17,516)
Total Other Sources and Uses	(21,199)	(21,199)	-	0.00%	(127,195)	(105,996)	(128,955)	(3,598)	(71,928)
Surplus / Deficit	\$ 25,497	\$ 38,393	\$ -	0.00%	\$ 58,618		\$ (50,000)	\$ 50,000	\$ (25,000)
Beginning (Available) Fund Balance	\$ 60,000	\$ 60,000	\$ -						
Ending (Available) Fund Balance	\$ 85,497	\$ 98,393	\$ -						

Cable user revenues are under budget 3.3% but over prior year 1%. Internet revenues are over budget 12.6%. Other revenues are under budget 59.3% due primarily to parts, labor, equipment rental, leased access and connection fees. Direct costs for cable are over budget and prior year due to increasing programming costs. Internet costs are over budget and prior year due to improvements to internet speed. Phone service revenues are over budget by 1.4%, while phone service expenses are under budget by 8.4%. Cable operating expenses are under budget with savings in property insurance. There is no capital outlay in this period.

**Town of Mountain Village Monthly Revenue and Expenditure Report
February 2016**

	2016				Annual Budget	Budget Balance	2015	2014	2013
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			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!	-	-	-	900	-
Total Revenues	-	-	-	#DIV/0!	-	-	-	900	-
Operating Expenses									
Wait Staff	-	-	-	#DIV/0!	-	-	-	-	-
Food Operations	-	-	-	#DIV/0!	-	-	-	-	-
Beverage Operations	-	-	-	#DIV/0!	-	-	-	-	-
General Operations	-	-	-	#DIV/0!	-	-	-	23,242	18,373
Administration	24,120	24,675	(555)	-2.25%	84,168	60,048	24,227	2,000	-
Marketing	25,000	25,000	-	0.00%	100,000	75,000	-	-	-
Contingency	-	-	-	#DIV/0!	-	-	-	-	-
Total Operating Expenses	49,120	49,675	(555)	-1.12%	184,168	135,048	24,227	25,242	18,373
Surplus / Deficit	(49,120)	(49,675)	555	-1.12%	(184,168)		(24,227)	(24,342)	(18,373)
Capital Outlay/ Major R&R	-	-	-	#DIV/0!	20,000	20,000	-	-	-
Surplus / Deficit	(49,120)	(49,675)	555	-1.12%	(204,168)		(24,227)	(24,342)	(18,373)
Other Sources and Uses									
Damage Receipts	-	-	-	#DIV/0!	-	-	-	-	-
Insurance Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	49,120	49,675	(555)	-1.12%	204,168	155,048	24,227	24,342	18,373
Overhead Allocation Transfer	-	-	-	#DIV/0!	-	-	-	-	-
Total Other Sources and Uses	49,120	49,675	(555)	74.00%	204,168	155,048	24,227	24,342	18,373
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -		\$ -	\$ -	\$ -

Expenses to date are HOA dues and some marketing expenses.

**Town of Mountain Village Monthly Revenue and Expenditure Report
February 2016**

	2016				2015	2014	2013		
	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	2,080	2,080	-	0.00%	12,778	10,698	1,529	1,456	5,648
Sales Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Total Revenues	2,080	2,080	-	0.00%	12,778	10,698	1,529	1,456	5,648
Operating Expenses									
Community Garden	-	-	-	#DIV/0!	3,500	3,500	-	-	-
Coyote Court	-	-	-	#DIV/0!	5,000	5,000	-	-	1,895
RHA Funding - Moved in 2014 from the GF	44,250	44,250	-	0.00%	88,500	44,250	-	-	-
Town Owned Properties	9,141	9,347	(206)	-2.20%	11,144	2,003	3,204	9,111	2,974
Density bank	8,856	8,856	-	0.00%	8,856	-	8,856	8,856	8,856
Total Operating Expenses	62,247	62,453	(206)	-0.33%	117,000	54,753	12,060	17,967	13,725
Surplus / Deficit	(60,167)	(60,373)	(206)	0.34%	(104,222)	(44,055)	(10,532)	(16,511)	(8,077)
Other Sources and Uses									
Transfer (To) From MAP	-	-	-	#DIV/0!	(60,000)	-	-	-	-
Transfer (To) From General Fund - Sales Tax	119,720	115,298	4,422	3.84%	423,000	303,280	115,463	93,851	92,872
Transfer (To) From Capital Projects Fund (1)	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From VCA (2)	-	-	-	#DIV/0!	-	-	-	-	-
Total Other Sources and Uses	119,720	115,298	4,422	3.84%	363,000	303,280	115,463	93,851	92,872
Surplus / Deficit	\$ 59,553	\$ 54,925	\$ (4,628)	-8.43%	\$ 258,778	\$ 259,225	\$ 104,931	\$ 77,340	\$ 84,795
Beginning Fund Equity Balance	\$ 798,397	\$ 798,397	\$ -						
Ending Equity Fund Balance	\$ 857,950	\$ 853,322	\$ 4,628						

Expenses consist of HOA dues on town owned property and the contribution to the Regional Housing Authority.

Town of Mountain Village Monthly Revenue and Expenditure Report

February 2016

	2016						2015	2014	2013
	Actual YTD	Budget YTD	Budget Vary (\$)	Budget Var (%)	Annual Budget	Budget Balance	Actual	Actual	Actual
Village Court Apartments									
Operating Revenues									
Rental Income	\$ 383,356	\$ 370,991	\$ 12,365	3%	\$ 2,225,944	\$ 1,842,588	\$ 377,621	\$ 334,119	\$ 320,303
Other Operating Income	15,183	19,871	(4,688)	-24%	94,225	79,042	13,614	67,829	66,473
Less: Allowance for Bad Debt	(1,917)	(1,819)	(98)	5%	(10,914)	(8,997)	(1,662)	(1,671)	(806)
Total Operating Revenue	396,622	389,042	7,580	2%	2,309,255	1,912,633	389,572	400,277	385,970
Operating Expenses									
Office Operations	29,691	34,472	4,781	14%	188,315	158,624	27,470	28,657	22,761
General and Administrative	83,831	87,593	3,762	4%	131,289	47,458	89,360	96,829	79,760
Utilities	70,337	71,873	1,537	2%	407,695	337,358	78,626	77,710	80,057
Repair and Maintenance	81,025	82,284	1,260	2%	390,412	309,387	60,806	65,462	57,699
Major Repairs and Replacement	8,661	8,500	(161)	-2%	164,316	155,655	15,542	72,328	9,060
Contingency	-	-	-	0%	12,929	12,929	-	-	-
Total Operating Expenses	273,544	284,723	11,179	4%	1,294,956	1,021,412	271,803	340,986	249,338
Surplus / (Deficit) After Operations	123,079	104,320	18,759	18%	1,014,299		117,769	59,291	136,632
Non-Operating (Income) / Expense									
Investment Earning	(12)	(250)	(238)	-95%	(1,500)	(1,488)	(12)	(48)	(112)
Debt Service, Interest	104,303	104,962	659	1%	419,848	315,545	106,185	43,842	44,553
Debt Service, Fees	-	-	-	#DIV/0!	-	-	-	3,050	2,800
Debt Service, Principal	-	-	-	#DIV/0!	367,621	367,621	-	4,375	4,182
Total Non-Operating (Income) / Expense	104,291	104,712	421	0%	785,969	681,678	106,173	51,219	51,423
Surplus / (Deficit) Before Capital	18,788	(392)	19,180	-4893%	228,330		11,596	8,072	85,209
Capital Spending	-	-	-	#DIV/0!	5,000	5,000	-	-	-
Surplus / (Deficit)	18,788	(392)	19,180	-4893%	223,330		11,596	8,072	85,209
Other Sources / (Uses)									
Transfer (To)/From General Fund	(18,102)	(18,102)	-	0%	(108,614)	(108,614)	(14,905)	(20,654)	(17,857)
Sale of Assets	-	-	-	0%	-	-	-	-	-
Grant Revenues	-	-	-	0%	-	-	-	-	-
Transfer From AHDF	-	-	-	0%	-	18,102	-	-	-
Total Other Sources / (Uses)	(18,102)	(18,102)	-	0%	(108,614)	18,102	(14,905)	(20,654)	(17,857)
Surplus / (Deficit)	685	(18,494)	19,180	-104%	114,716		(3,309)	(12,581)	67,352
Beginning Working Capital	353,584	353,584	-	0%	-				
Ending Working Capital	\$ 354,269	\$ 335,090	\$ 19,180	6%	\$ 114,716				

Rent revenues are over budget and prior year, 3% and 1%. Other revenues are under budget 24% due mainly to cleaning charges revenues and lease break fees. Prior year variance of \$7,050 is due to laundry revenues and lease break fees. Office operations are under budget 14%. This is due to salaries and wages and worker's compensation. General and administrative is under budget due mainly to property insurance savings. Utilities are under budget (2%), due mainly to water/sewer and waste disposal. Maintenance is under budget in workers comp and salaries and wages. MR&R is under budget. Expenses include carpet replacement, bobcat lease, and vinyl replacement. Operating expenditures of \$273,500 were \$11,200 under budget.

**Town of Mountain Village Monthly Revenue and Expenditure Report
February 2016**

	2016					2015	2014	2013	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Debt Service Fund									
Revenues									
Abatements	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions	-	-	-	#DIV/0!	207,940	207,940	-	-	-
Miscellaneous Revenue	-	-	-	#DIV/0!	-	-	-	-	-
Property Taxes	1,071,238	1,022,055	49,183	4.81%	3,481,449	2,410,211	1,056,294	1,088,733	999,959
Reserve/Capital/Liquidity Interest	168	91	77	85.29%	666	498	303	433	360
Specific Ownership Taxes	24,200	13,884	10,316	74.30%	82,264	58,064	25,178	25,887	19,809
Total Revenues	1,095,606	1,036,030	59,576	140.00%	3,772,319	2,676,713	1,081,775	1,115,053	1,020,128
Debt Service									
2001/2011 Bonds - Gondola - Paid by contributions from TMVOA and TSG									
2001/2011 Bond Issue - Interest	-	-	-	#DIV/0!	92,975	92,975	-	-	-
2001/2011 Bond Issue - Principal	-	-	-	#DIV/0!	115,000	115,000	-	-	-
2002 Bonds - Water/Sewer/Parking (refunding 1992) - 77.5% Water/Sewer - 22.5% Parking									
2002 Bond Issue - Interest	-	-	-	#DIV/0!	-	-	-	-	-
2002 Bond Issue - Principal	-	-	-	#DIV/0!	-	-	-	-	-
2005 Bonds - Telluride Conference Center - (refunding portion of 1998)									
2005 Bond Issue - Interest	-	-	-	#DIV/0!	66,250	66,250	-	-	-
2005 Bond Issue - Principal	-	-	-	#DIV/0!	645,000	645,000	-	-	-
2006B/2014 Bonds - Heritage Parking									
2014 Bond Issue - Interest	-	-	-	#DIV/0!	34,600	34,600	-	-	-
2014 Bond Issue - Principal	-	-	-	#DIV/0!	496,825	496,825	-	-	-
2007 Bonds - Water/Sewer (refunding 1997)									
2007 Bond Issue - Interest	-	-	-	#DIV/0!	174,825	174,825	-	-	-
2007 Bond Issue - Principal	-	-	-	#DIV/0!	1,625,000	1,625,000	-	-	-
2009 Bonds - Telluride Conference Center (refunding 1998 bonds)									
2009 Bond Issue - Interest	-	-	-	#DIV/0!	24,200	24,200	-	-	-
2009 Bond Issue - Principal	-	-	-	#DIV/0!	295,000	295,000	-	-	-
Total Debt Service	-	-	-	#DIV/0!	3,569,675	3,569,675	-	-	-
Surplus / (Deficit)	1,095,606	1,036,030	59,576	5.75%	202,644		1,081,775	1,115,053	1,020,128
Operating Expenses									
Administrative Fees	250	1,237	(987)	-79.79%	17,000	16,750	900	-	-
County Treasurer Collection Fees	32,137	31,059	1,078	3.47%	102,355	70,218	31,689	32,662	30,000
Total Operating Expenses	32,387	32,296	91	0.28%	119,355	86,968	32,589	32,662	30,000
Surplus / (Deficit)	1,063,218	1,003,733	59,485	5.93%	83,289		1,049,186	1,082,391	990,128

		2016				2015	2014	2013	
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	(24,200)	(13,884)	(10,316)	74.30%	(82,264)	(58,064)	(25,178)	(25,887)	(19,809)
Transfer (To) From Other Funds	-	-	-	#DIV/0!	-	-	-	-	-
Bond Premiums	-	-	-	#DIV/0!	-	-	-	-	-
Proceeds From Bond Issuance	-	-	-	#DIV/0!	-	-	-	-	-
Total Other Sources and Uses	(24,200)	(13,884)	(10,316)	74.30%	(82,264)	(58,064)	(25,178)	(25,887)	(19,809)
Surplus / (Deficit)	\$ 1,039,018	\$ 989,849	\$ 49,169	4.97%	\$ 1,025	\$ 1,024,008	\$ 1,056,504	\$ 970,319	
Beginning Fund Balance	\$ 743,941	\$ 743,941	\$ -						
Ending Fund Balance	\$ 1,782,959	\$ 1,733,790	\$ 49,169						

Memorandum

April 5, 2016

TO: Town Council

FROM: Kevin Swain

RE: 2017

Town Council Budget 2017 Goals and Initiatives

INTRODUCTION

As the 2017 Budget adoption process has now begun the next step in getting to adoption is for the Town Council to establish its broader funding goals and initiatives for projects and programs in 2017. There is one hour of agenda time allotted for this discussion. As this is a work-session no action will be taken. Staff recommends that Council use this time to revisit and refine the budget goals and initiatives listed below for guidance to staff to address in the drafting of the 2017 budget.

2017 TOWN COUNCIL BUDGET GOALS and INITIATIVES

In January the Town Council met in retreat and discussed the 2017 Budget and its goals for that. Mayor Jansen recapped that meeting and the budget guidance as developed by the Town Council as follows:

- Address parking issues in the core of Mountain Village
- More and better recreational activities and trails
- Plan economically for the waste treatment plant upgrade and expansion
- Create a town park
- Add event facilitation capability (not event management)
- Survey Monthly and encourage Town Council member led feedback
- Web site coordination with partners (TMVOA, Telluride, Arts Community and San Miguel County)
- Joint TMVOA meetings to address shared issues: Double dipping, gondola and other areas
- Bulk award of grant funds to an entity driving our new grants process
- Contingency budgeted funds to enable support of off-cycle requests

At the same retreat each member also iterated their highest or best hoped for initiative for 2017:

- Marty McKinley – Partnering more deeply with TMVOA on shared priorities

- Dan Caton – Escalate workforce housing efforts with a SMCRTA type of approach
- Michelle Sherry – Deepen Meadows sub-area planning; emphasis on a connection to the core
- Cath Jett – Expand recreation department and consider new structure to enable
- Bruce MacIntire – Consider land banking to achieve more town priorities
- Laila Benitez – Better communication with a specific focus on creating a robust e-mail list
- Dan Jansen – Smooth the economy with actions for the micro and macro shoulder seasons

For 2017 other financial guidelines from previous budgets that the Town Council may wish to also establish for the 2017 budget include the following:

- Maintain Town reserves at or above the 35% policy practiced by previous Town Councils.
- Pay down debt when it is feasible to do so.
- Investments in projects and programs to keep the town's economy stable.
- Funding for projects and programs that protect the natural environment in the Town.
- Maintain Town infrastructure to a high standard of repair and condition.
- No new debt shall be undertaken or proposed.



**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

Agenda Item #16

TO: Town Council
FROM: Glen Van Nimwegen, Director
FOR: Meeting of April 21, 2016
DATE: April 14, 2016
RE: Consideration of an Application Requesting the Town to Accept Access Tract F22-1

BACKGROUND

The Department received applications from the Prospect Plaza Condominium Association and The Boulders at Mountain Village Homeowners Association requesting the town accept Access Tract F22-1. The Council approved an amendment to the Community Development Code on March 16, 2016 to allow the acceptance of an access tract that does not meet our standards in exceptional circumstances. Staff sponsored an open house with residents of The Meadows on March 21 to present the proposed improvements to the access drive and intersection improvements (Agenda Item #17).

DISCUSSION

Staff has reviewed the application and finds it meets the criteria for an exceptional circumstance provided in Section 17.6.6(C)(2)(a) of the Community Development Code as outlined in paragraph 1 of the attached resolution. Later agenda items describe the improvements the town is proposing to this tract and its intersection with Adams Ranch Road.

RECOMMENDATION

Staff recommends the Town Council approve the attached resolution accepting Access Tract F22-1.

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN
VILLAGE, COLORADO,
ACCEPTING ACCESS TRACT F22-1**

NO: 2016 - _____

RECITALS:

- A. TSG Ski and Golf, LLC (“TSG”) currently owns Access Tract F22-1, Town of Mountain Village, CO (“Town”).
- B. Access Tract F22-1 (the “Access Tract”) currently serves as the access to lots within The Boulders and Prospect Plaza subdivisions within the Town and serves more than three lots or condominium units.
- C. The Access Tract is currently only partially improved and does not meet the standards of the Community Development Code section 17.6.6(C)(1)
- D. The homeowner’s associations of The Boulders and Prospect Plaza subdivisions have asked the Town to accept the Access Tract from TSG.
- E. TSG has deeded the Access Tract from the Town.
- F. The Town may accept access tracts under the Community Development Code Section (“CDC”) 17.6.6 even if such access tracts are not constructed to Town standards if the Town Council finds that the access tract meets the criteria set forth in CDC Sections 17.6.6(C)(2)(a). The Town Council has determined that acceptance of the Access Tract meets the criteria set forth in CDC Sections 17.6.6(C)(2)(a) as set forth below.
- G. The Town finds it is in its best interest to accept Access Tract F22-1 from TSG as it serves as key access to The Boulders and Prospect Plaza subdivisions within the Town.

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

- 1. The Town Council finds that the acceptance of Access Tract F22-1 complies with Section 17.6.6.C(2)(a) of the Community Development Code as it meets the following conditions:
 - a. The access tract was constructed prior to 2014.
 - b. Acceptance of the access tract not meeting the specifications would allow the Town to upgrade other Town owned infrastructure which upgrade would not be practical without the acceptance of the Access Tract as it allows the Town to improve a hub of a Town transportation route.
 - c. There is a public safety issue not directly related to the access tract being below the specifications set forth in Figure 6-5, which can be alleviated by the Town

accepting the Access Tract and making improvements to the access tract and surrounding area (acceptance of an access tract does not require or guarantee the Town will make such improvements) by improving an important hub of a Town transportation route.

- d. More than ninety percent (90%) of the lots or condominium land units are owned by parties other than the original or successor developer.
 - e. Acceptance of substandard access tract shall not set a precedent for future acceptance as every access tract is uniquely situated.
2. The Town Council approves accepting a deed from TSG for Access Tract F22-1. A quitclaim deed executed by TSG is attached hereto as Exhibit A.

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

TOWN OF MOUNTAIN VILLAGE

By: _____
Dan Jansen, Mayor

ATTEST:

By: _____
Jackie Kennfick, Town Clerk

APPROVED AS TO FORM:

By: _____
Jim Mahoney, Assistant Town Attorney

EXHIBIT A
QUITCLAIM DEED

QUIT CLAIM DEED

THIS DEED, Made this 6th day of April, 2016, between TSG SKI & GOLF, LLC, a Delaware limited liability company ("TSG"), GRANTOR, and the TOWN OF MOUNTAIN VILLAGE, COLORADO, a home rule municipality and political subdivision of the state of Colorado, whose legal address is 455 Mountain Village Blvd, Mountain Village, Colorado 81435, GRANTEE:

WITNESSETH, that the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUIT CLAIMED, and by these presents does remise, release, sell and QUIT CLAIM unto the GRANTEE, its successors and assigns forever, in fee simple, all the right, title, interest, claim and demand which the GRANTOR has in and to the real property, together with improvements, if any, situate, lying and being in the County of San Miguel and State of Colorado, described as follows:

ACCESS TRACT F22-1, TOWN OF MOUNTAIN VILLAGE

County of San Miguel,
State of Colorado.

Also known as: Vacant Land, Mountain Village, CO 81435.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the GRANTOR, either in law or equity, to the only proper use, benefit and behalf of the GRANTEE, its successors and assigns forever.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the GRANTOR has executed this deed on the date set forth above.

*The rest of this page intentionally left blank.
Notary on next page.*

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

BY: [Signature]

Bill Jensen, CEO

STATE OF Colorado)
COUNTY OF San Miguel) ss.

The foregoing instrument was acknowledged before me on the 6th day of April, 2016, by Bill Jensen as CEO for TSG Ski & Golf, LLC, a Delaware limited liability company, Grantor.

WITNESS my hand and official seal.
My commission expires: 1/11/17

Stefanie C. Solomon
Notary Public
State of Colorado
Notary ID 20004018586
My Commission Expires 1/11/17

[Signature]
Notary Public



648AR

OSP-22R1

TRACT
F22-1
.365 acres

647

ADAMS RANCH ROAD

N77° 26' 06.91"E
S56° 00' 00.21"E 23.275
30.000

N51° 07' 02.87"E
30.000

N00° 58' 32.00"W
13.594
L=3.947, R=188.026
Δ=001.2028

S38° 52' 57.00"E
135.606

N38° 52' 57.00"W
138.885

D=027.4666
L=90.136, R=188.026

D=005.4373
L=117.844, R=188.026

L=112.423, R=143.025
D=045.0364

N04° 15' 00.11"W
107.042

S51° 21' 27.01"E
57.425

164.836
S04° 14' 59.96"E

N00° 00' 00.00"E
47.976

N88° 37' 37.07"W
6.860
L=101.082, R=281.734
D=020.5569



This information is for reference only. All information shall be surveyed and field verified.

Exhibit
A to QCD



Town of Mountain Village
Geographical Information System
& CAD Design Office

411 Mountain Village Blvd.
Mountain Village, CO 81435
ph (970) 396-8201
Rcheroske@mtnvillage.org

1" = 40'
3-29-16

Town of Mountain Village
Department of Public Works

Item #17

To: Town of Mountain Village Town Council
From: Finn Kjome, Public Works Director
Date: April 14, 2016
Re: Consideration of Approval of Improvements to Access Tract F22-1

Attached for your review are:

A copy of the current plats for Access Tract F22-1 and Lots 648AR, 648BR and 649R as recorded with the Clerk's office in San Miguel County

A copy of the existing conditions of the area of discussion as the Topographic Survey certified by San Juan Surveying.

A copy of the site plan showing the proposed improvements engineered by Russell Planning & Engineering. and presented by Bill Frownfelter PE.

A copy of the proposed landscaping plan developed by DHM Design and presented by Bill Frownfelter PE.

A copy of the proposed address monument for Prospect Plaza HOA and Town of Mountain Village Maintenance Facility as designed by DHM Design and present by Bill Frownfelter PE.

A copy of the proposal to add lettering to the existing bus stop to match the lettering on the bus stop by Big Billies. New title " Boulders Bus Stop".

RECORDERS CERTIFICATE

This plat was filed for record in the office of the County Clerk and Recorder of San Miguel County on this 22 day of September, 1989

Book No.: Plat #1
Page No.: 932-933
Reception No.: 26214
Time: 10:05 AM
County Clerk



CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS that The Telluride Company, being sole owner in fee simple of all the real property described on Sheet 2, does hereby plat said real property pursuant to this plat:

ATTEST:

A. J. Wells
Secretary

THE TELLURIDE COMPANY, a Colorado corporation
by Ronald D. Allred
Chairman of the Board of Directors

STATE OF COLORADO) ss.
COUNTY OF SAN MIGUEL)

Subscribed and sworn to before me this 22 day of September, 1989, by Ronald D. Allred as Chairman of the Board of Directors and A. J. Wells, Secretary of The Telluride Company, a Colorado corporation.

Witness my hand and official seal. My commission expires: April 20, 1993.

Notary Public



NOTE OF CLARIFICATION

- 1. The Configuration of the following lots, tracts and rights-of-way have been modified by this Plat: NONE
- 2. The following lots have been created by this Plat. Lots: 644, 645, 646, 648, 649, 650, TRACTS F22-1 & F22-2
- 3. The following lots have been deleted by this Plat: NONE
- 4. At the time of recording this plat, the population level in the Telluride Mountain Village is 4722.5; the population level of the Telluride Mountain Village excluding lots containing transferable development rights is 4127.5; the population level of the Telluride Mountain Village excluding lots containing transferable development rights and employees housing rooms and/or units is 4152. These density figures are arrived at by adding 215 people, including 215 employees, to the density figures set forth in the plat of 26222 Telluride Mountain Village recorded in Plat Book 1 at page 925 of San Miguel County records.
- 5. The use or density, or both, of the following lots have been changed as follows: NONE

ACCESS TRACT: Designates a tract which may be used as follows: access for specific lots as indicated, utilities, drainage, snow storage and roadway maintenance. The Access Tracts do not meet San Miguel County standards for roadways and, therefore, neither San Miguel County, the Mountain Village Metropolitan District nor any other governmental entity has any obligation or intention to either (1) accept title to or (2) maintain any Access Tracts. Consequently, the repair and maintenance of each Access Tract, and the cost thereof, shall be the responsibility of those owners of the properties utilizing such Access Tract.

26214

PLAT
TELLURIDE COMPANY
TO
TELLURIDE MOUNTAIN VILLAGE
FILING 22

STATE OF COLORADO)
COUNTY OF SAN MIGUEL)
FILED FOR RECORD AT 10:05 A.M.
ON 9/22/1989
BY Wallace E. Beedle
Notary Public

COUNTY COMMISSIONER'S APPROVAL

This plat has been accepted for filing by the San Miguel County Board of Commissioners and this replat, the uses, densities, standards and definitions contained herein are hereby approved.

Effective date: Sept. 21, 1989

Chairman
Ronald C. Allison

TITLE INSURANCE COMPANY CERTIFICATE

The San Miguel Title Co. does hereby certify that we have examined the title to all lands herein shown on this plat and that title to this land is in the name of The Telluride Company, a Colorado corporation and is free and clear of all encumbrances, liens, and taxes except as follows: MORTGAGE DEED RECORDED BOOK 450 PAGE 855 ALL LIEN TAXES

Dated this 27th day of September, 1989

TREASURER'S CERTIFICATE

I certify that according to the records in my office that there are no liens against this subdivision or any part thereof for unpaid state, county, municipal, or local taxes or special assessments.

Dated this 6th day of September, 1989.

Treasurer: Sherry M. Rose

TAX BOND CERTIFICATE

The undersigned Clerk of San Miguel County certifies that N/A assessments against this property which are a lien, but are not yet payable.

Dated this 22nd day of September, 1989

County Clerk

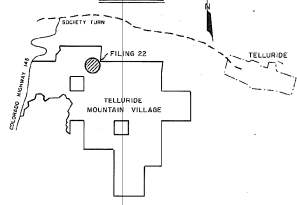
COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS, AND DEFINITIONS

General notes one (1) through (14), inclusive, and definitions one (1) through twenty-five (25), inclusive, as shown on sheets one (1) and two (2) of the Plat for the Telluride Mountain Village, Filing 6, recorded on June 20, 1985 in the office of the Clerk and Recorder for San Miguel County, Colorado, in Plat Book 1 at Pages 565-571, are incorporated herein by this reference and shall apply to the real property platted hereby in the same manner as if fully set forth herein. Any amendments to the above referenced General Notes and Definitions shall apply to the real property platted hereby. San Miguel County, reserves the right and power to, pursuant to a zoning amendment, modify the covenants, conditions, easements, restrictions, and definitions.

NOTES:

ORIGIN OF BEARING: THE NORTH LINE S 1/2 SE 1/4 OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 9 WEST, OF THE NEW MEXICO PRINCIPAL MERIDIAN BEARS S 89° 36' 00" E, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO. THIS BEARING WAS NOTED ON AN "80" CLOCKWISE FROM ROGER D. MANN'S SURVEY AS SHOWN ON THE TELLURIDE COMPANY BOUNDARY MAP DATED OCTOBER OF 1980. THIS ROTATION WAS DONE TO BE IN CONFORMANCE WITH THE PROJECT BEARINGS ESTABLISHED PREVIOUSLY BY KBNA, INC. DENVER, COLORADO. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BE BASED UPON A DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREOF.

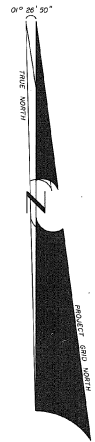
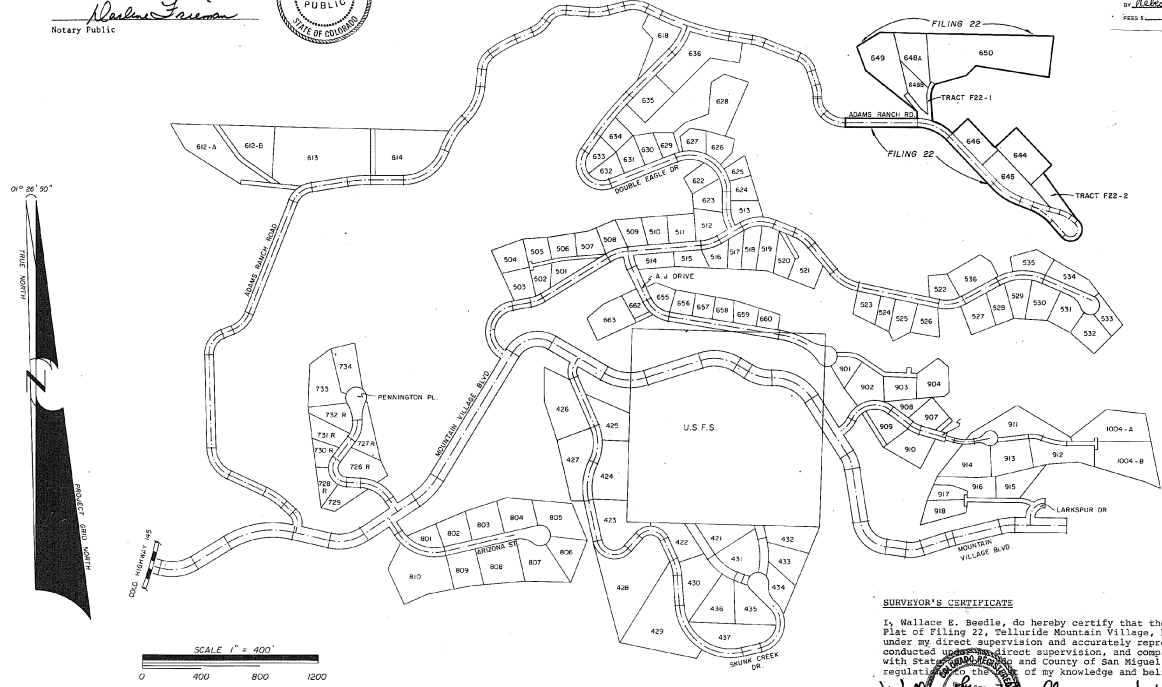
VICINITY MAP



SURVEYOR'S CERTIFICATE

I, Wallace E. Beedle, do hereby certify that the accompanying Plat of Filing 22, Telluride Mountain Village, has been prepared under my direct supervision and accurately represents a survey conducted under my direct supervision, and complies with State and County of San Miguel statutes and regulations. I am a duly Licensed Professional Surveyor and my knowledge and beliefs.

Wallace E. Beedle
P.L.S.
Date: July 23, 1989



TELLURIDE MOUNTAIN VILLAGE FILING 22

NOTE: The following R-1 Housing Deed Restriction San Miguel County, Colorado shall only apply to Lots 644, 645 and 646 of Filing 22.

Draft 9-21-89 R-1 HOUSING DEED RESTRICTION SAN MIGUEL COUNTY, COLORADO

Subject Property: Lots 644, 645 and 646 of Filing 22

The use and occupancy of the property, described above, shall henceforth be limited exclusively to housing for individuals who are residents of and employed in the R-1 School District of San Miguel County, Colorado, subject to such exceptions and additional qualifications as may be specified in Housing Guidelines, Rules and Regulations, including but not limited to the definition of any the term used herein, established from time to time by the Board of County Commissioners of San Miguel County, Colorado or its designated representative.

The foregoing restriction on use and occupancy constitutes a perpetual covenant which runs with the land as a burden thereon for the benefit of the Board of County Commissioners of San Miguel County, Colorado, and shall be binding on the owner, and on the heirs, personal representatives, assigns, and any transferee of the owner. The foregoing restriction and covenant shall be administered by the Board of County Commissioners of San Miguel County, Colorado, and enforceable by any appropriate legal action including but not limited to injunction, abatement or eviction of non-complying users or occupants or such other remedies and penalties as may be specified in such Housing Guidelines, Rules and Regulations.

The foregoing restriction and covenant may be modified with the written consent of the owner and the San Miguel County Board of County Commissioners. No such modification shall be effective until an instrument in writing shall be executed and recorded in the Office of the Clerk and Recorder of the County of San Miguel, State of Colorado.

The foregoing restriction on use and occupancy shall not apply so long as the property shall be operated as and continue to qualify as a "qualified low-income housing project" as that term is defined in Section 44(i) of the Internal Revenue Code of 1986, as amended (the "Code"), or any successor statute thereto, and the applicable cases, rules and regulations thereunder including, without limitation, holding such housing out to the general public for non-transient rental by individuals meeting certain specified income tests as set forth in the Code.

NOTE: Prior to the issuance of a building permit on either lot 648B, 648B or 649, the owner of the respective lot shall complete a soil test for RPA metal toxicity and a soil gas analysis.

CENTER LINE CURVE INFORMATION

NO.	DELTA	RADIUS	LENGTH	CHORD	TANGENT
1	168° 45' 00"	300.00'	244.78'	238.05'	129.67'
2	127° 42' 00"	400.00'	179.77'	91.43'	176.20'
3	192° 20' 00"	50.00'	166.99'	99.50'	-
4	224° 00' 00"	200.00'	76.79'	76.32'	38.88'
5	06° 30' 00"	1063.15'	100.91'	100.55'	60.37'
6	274° 00' 00"	372.46'	175.53'	173.90'	89.42'

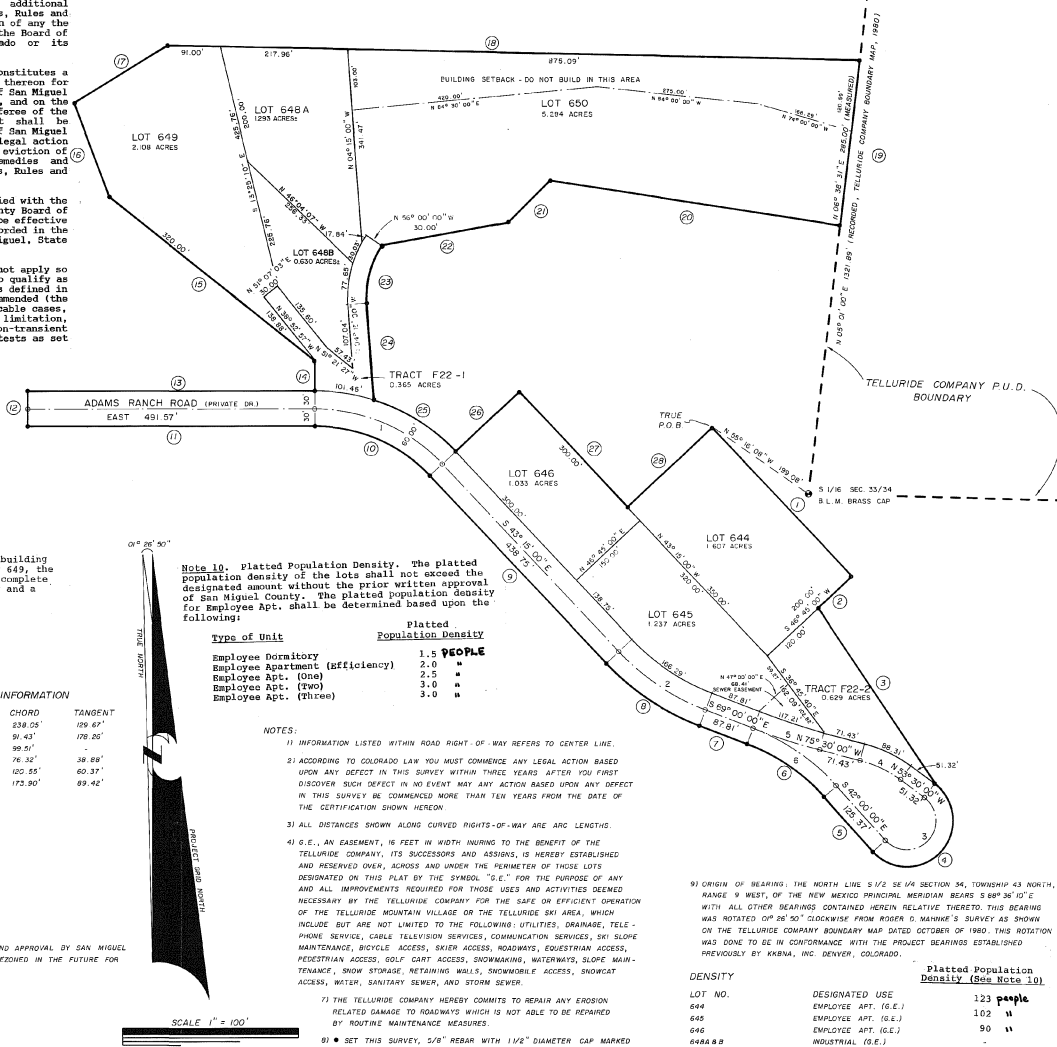
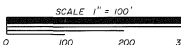
NOTICE REGARDING OPEN SPACE - SUBJECT TO REVIEW AND APPROVAL BY SAN MIGUEL COUNTY, OPEN SPACE AREAS MAY BE REPLANTED AND REQUIRED IN THE FUTURE FOR FUTURE REAL ESTATE PRODUCTS.

Note 10. Platted Population Density. The platted population density of the lots shall not exceed the designated amount without the prior written approval of San Miguel County. The platted population density for Employee Apts. shall be determined based upon the following:

Type of Unit	Platted Population Density
Employee Dormitory	1.5 PEOPLE
Employee Apartment (efficiency)	2.0 "
Employee Apt. (One)	2.5 "
Employee Apt. (Two)	3.0 "
Employee Apt. (Three)	3.0 "

NOTES:

- 1) INFORMATION LISTED WITHIN ROAD RIGHT-OF-WAY REFERS TO CENTER LINE.
- 2) ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 3) ALL DISTANCES SHOWN ALONG CURVED RIGHTS-OF-WAY ARE ARC LENGTHS.
- 4) G.E., AN EASEMENT, 16 FEET IN WIDTH INURING TO THE BENEFIT OF THE TELLURIDE COMPANY, ITS SUCCESSORS AND ASSIGNS, IS HEREBY ESTABLISHED AND RESERVED OPEN, ACROSS AND UNDER THE PERMITS OF THESE LOTS DESIGNATED ON THIS PLAN BY THE SYMBOL "G.E." FOR THE PURPOSE OF ANY AND ALL IMPROVEMENTS REQUIRED FOR THOSE USES AND ACTIVITIES DENIED NECESSARY BY THE TELLURIDE COMPANY FOR THE SAFE OR EFFICIENT OPERATION OF THE TELLURIDE MOUNTAIN VILLAGE OR THE TELLURIDE SKI AREA, WHICH INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING: UTILITIES, DRAINAGE, TELEPHONE SERVICE, CABLE TELEVISION SERVICES, COMMUNICATION SERVICES, SKI SLOPE MAINTENANCE, BICYCLE ACCESS, SKIEN ACCESS, ROADWAYS, EQUESTRIAN ACCESS, PEDESTRIAN ACCESS, GOLF CART ACCESS, SNOWBLADING, WATERWAYS, SLOPE MAINTENANCE, SNOW STORAGE, RETAINING WALLS, SNOWMOBILE ACCESS, SNOWCAT ACCESS, WATER, SANITARY SEWER, AND STORM SEWER.
- 5) THE TELLURIDE COMPANY HEREBY COMITS TO REPAIR ANY EROSION RELATED DAMAGE TO ROADWAYS WHICH IS NOT ABLE TO BE REPAIRED BY ROUTINE MAINTENANCE MEASURES.
- 6) SET THIS SURVEY, 1/2" BEAR WITH 1 1/2" DIAMETER CAP MARKED BANNER INC. 2085.



LEGAL DESCRIPTION OF FILING 22
TELLURIDE MOUNTAIN VILLAGE

A part of land located in a portion of the NE1/4 of the SW1/4, the SW1/4 of the SW1/4 of Section 33, and a portion of the SW1/4 of the SW1/4 of Section 34, both in Township 43 North, Range 9 West, of the 6th Principal Meridian, San Miguel County, Colorado, State of Colorado described as follows:

Beginning at the S 1/4 Corner of said Section 33/34, which is a B.L.M. Brass Cap, thence S 35° 16' 08" W, 199.88 Feet to the True Point of Beginning;

Thence S 43° 15' 00" E, 350.00 Feet;

Thence S 46° 40' 00" W, 80.00 Feet;

Thence S 33° 49' 27" E, 358.69 Feet;

Thence and easterly 285.25 Feet along the arc of a circular curve convex to the North West having a radius of 82.00 Feet, a delta of 181° 30' 00", and whose long chord bears S 62° 15' 09" W, 159.30 Feet;

Thence N 62° 00' 00" W, 125.37 Feet;

Thence Northwesterly 101.38 Feet along the arc of a circular curve convex to the South West having a radius of 435.00 Feet, a delta of 21° 00' 00", and whose long chord bears S 53° 30' 00" W, 159.89 Feet;

N 69° 30' 00" W, 87.81 Feet;

Thence Northwesterly 157.80 Feet along the arc of a circular curve convex to the North East having a radius of 435.00 Feet, a delta of 21° 49' 00", and whose long chord bears S 64° 31' 35" W, 191.63 Feet;

Thence N 43° 15' 00" W, 431.75 Feet;

Thence Northwesterly 230.30 Feet along the arc of a circular curve convex to the South West having a radius of 270.00 Feet, a delta of 48° 45' 00", and whose long chord bears S 65° 37' 29" W, 214.74 Feet;

Thence West, 493.37 Feet;

Thence North, 65.00 Feet;

Thence North, 47.98 Feet;

Thence N 51° 21' 27" E, 455.60 Feet;

Thence N 28° 35' 00" W, 136.00 Feet;

Thence N 28° 20' 00" E, 192.00 Feet;

Thence S 88° 50' 00" E, 1184.05 Feet;

Thence S 04° 38' 11" W, 285.00 Feet;

Thence N 31° 12' 58" W, 504.38 Feet;

Thence S 65° 00' 00" W, 105.00 Feet;

Thence S 77° 28' 07" W, 218.37 Feet;

Thence Southwesterly 105.50 Feet along the arc of a circular curve convex to the South East having a radius of 158.00 Feet, a delta of 38° 15' 00", and whose long chord bears S 14° 52' 30" W, 103.55 Feet;

Thence S 04° 15' 00" E, 150.38 Feet;

Thence Southwesterly 157.80 Feet along the arc of a circular curve convex to the South West having a radius of 335.00 Feet, a delta of 21° 00' 00", and whose long chord bears S 57° 49' 27" W, 166.00 Feet;

Thence N 64° 45' 00" E, 150.25 Feet;

Thence S 43° 15' 00" W, 200.00 Feet to the True Point of Beginning containing 17.73 acres more or less as described above.

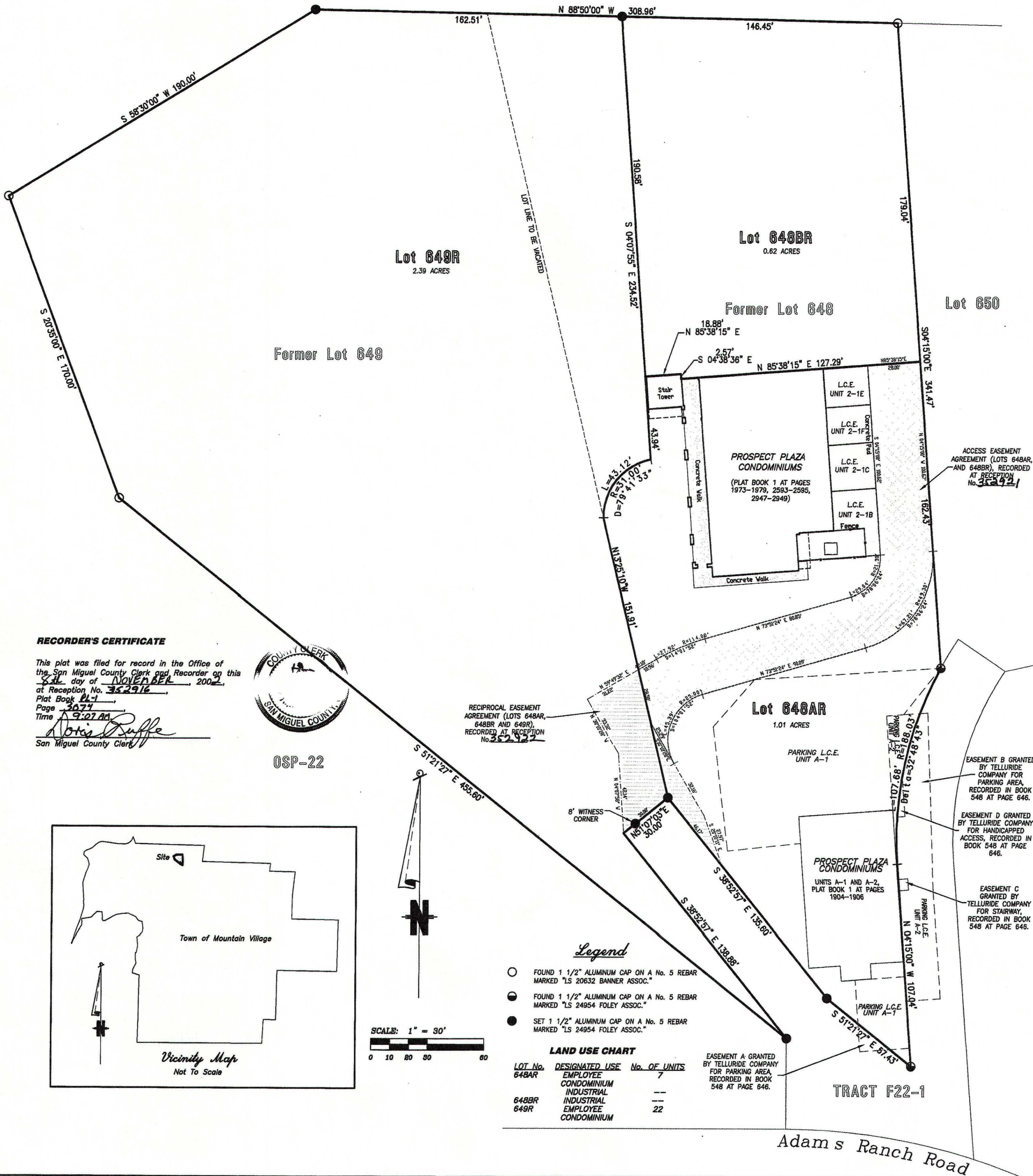
- 1 S 43° 15' 00" E 350.00'
- 2 S 46° 40' 00" W 80.00'
- 3 S 33° 49' 27" E 358.69'
- 4 S 191° 30' 00" R = 80.00' L = 267.38' T = 794.48' C = 159.20'
- 5 N 46° 00' 00" W 125.37'
- 6 S 27° 00' 00" W = 348.46' L = 161.58' T = 82.27' C = 159.89'
- 7 N 69° 30' 00" W 87.81'
- 8 A = 251° 45' 00" R = 430.00' L = 193.25' T = 89.23' C = 191.63'
- 9 N 43° 15' 00" W 431.75'
- 10 A = 46° 45' 00" R = 270.00' L = 220.30' T = 110.70' C = 214.64'
- 11 WEST 491.37'
- 12 NORTH 60.00'
- 13 EAST 491.37'
- 14 NORTH 47.98'
- 15 N 51° 21' 27" E 455.60'
- 16 N 20° 35' 00" W 170.00'
- 17 N 58° 30' 00" E 190.00'
- 18 S 88° 50' 00" E 1184.05'
- 19 S 04° 38' 11" W 285.00'
- 20 N 31° 12' 58" W 504.38'
- 21 S 45° 00' 00" W 100.00'
- 22 S 77° 28' 07" W 218.37'
- 23 S 38° 15' 00" R = 158.00' L = 103.30' T = 54.60' C = 103.55'
- 24 S 04° 15' 00" E 150.38'
- 25 S 29° 00' 00" R = 330.00' L = 167.80' T = 85.75' C = 166.00'
- 26 N 46° 45' 00" E 150.00'
- 27 S 43° 15' 00" E 200.00'
- 28 N 46° 45' 00" E 200.00'

DENSITY	DESIGNATED USE	Platted Population Density (See Note 10)
LOT NO.		123 people
644	EMPLOYEE APT. (G.E.)	102 "
645	EMPLOYEE APT. (G.E.)	90 "
646	EMPLOYEE APT. (G.E.)	90 "
648A & B	INDUSTRIAL (G.E.)	-
649	INDUSTRIAL (G.E.)	-
650	INDUSTRIAL (G.E.)	-
TRACTS F22-1 & F22-2	ACCESS	-



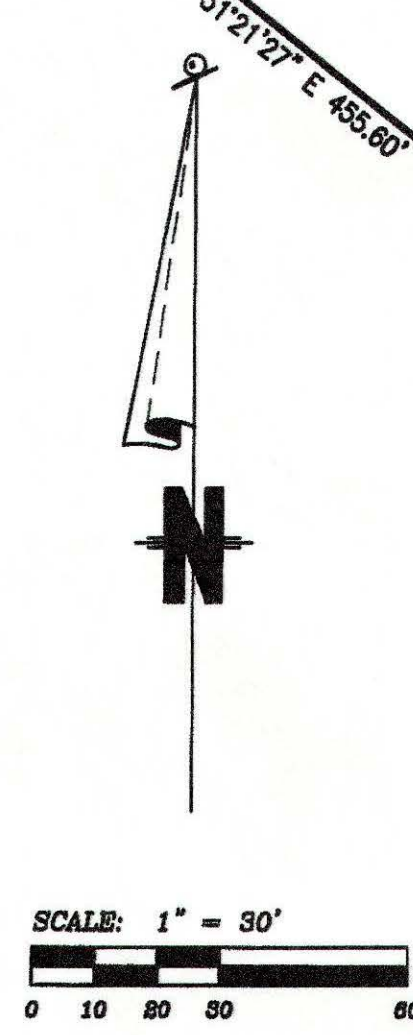
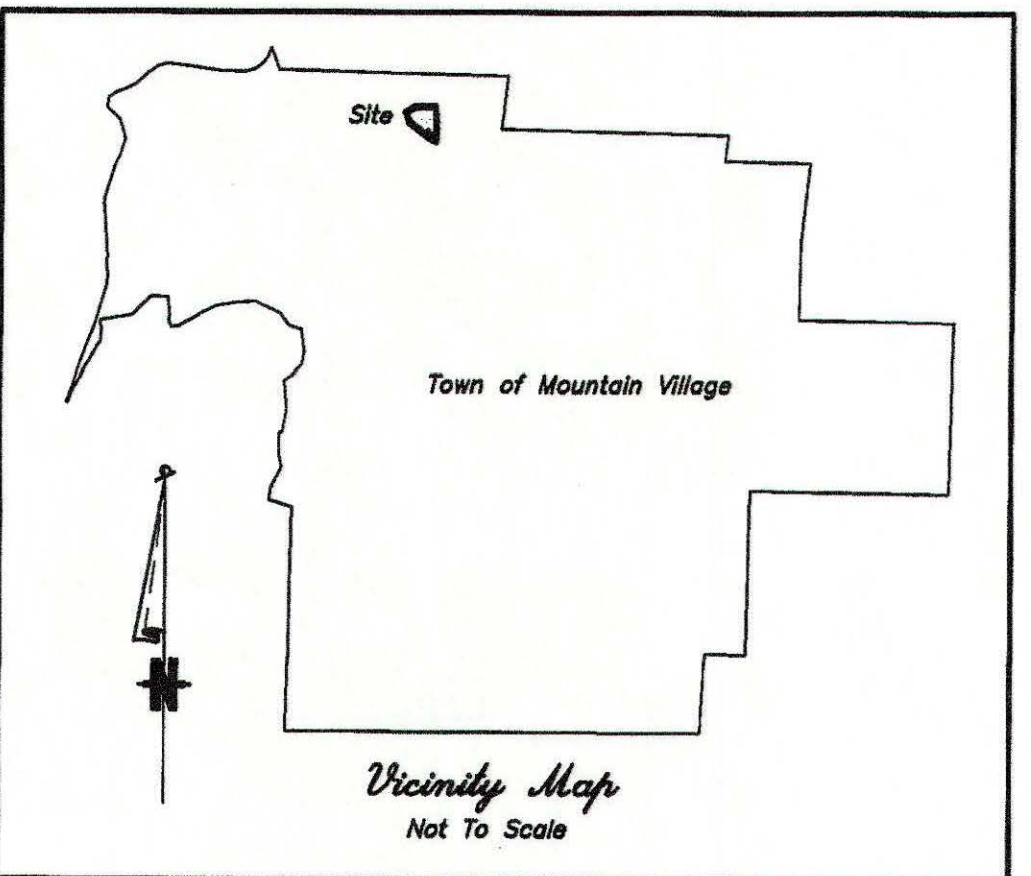
TELLURIDE MOUNTAIN VILLAGE FILING 22

OSP-22



RECORDER'S CERTIFICATE

This plat was filed for record in the Office of the San Miguel County Clerk and Recorder on this 8th day of NOVEMBER 2002 at Reception No. 352916 Plat Book PL-1 Page 3074 Time 9:27 AM
 Doris Ruffe
 San Miguel County Clerk



Legend

- FOUND 1 1/2" ALUMINUM CAP ON A No. 5 REBAR MARKED "LS 20632 BANNER ASSOC."
- FOUND 1 1/2" ALUMINUM CAP ON A No. 5 REBAR MARKED "LS 24954 FOLEY ASSOC."
- SET 1 1/2" ALUMINUM CAP ON A No. 5 REBAR MARKED "LS 24954 FOLEY ASSOC."

LAND USE CHART

LOT No.	DESIGNATED USE	No. Of UNITS
648AR	EMPLOYEE CONDOMINIUM	7
648BR	INDUSTRIAL	--
649R	INDUSTRIAL EMPLOYEE CONDOMINIUM	22

EASEMENT A GRANTED BY TELLURIDE COMPANY FOR PARKING AREA, RECORDED IN BOOK 548 AT PAGE 646.

TOWN OF MOUNTAIN VILLAGE APPROVAL

I, David C. Flatt, as mayor of the Town of Mountain Village, Colorado, do hereby certify that this plat has been approved by the Town Council in the same resolution that has authorized and directed me to execute this document.

David C. Flatt

Date 10-28-02

NOTES

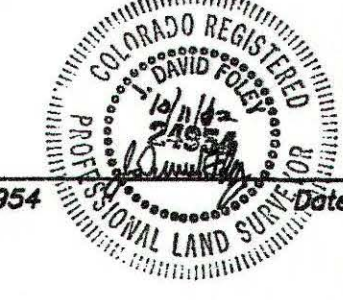
1. Approval of this plan may create a vested property right pursuant to Article 6B of Title 24, C.R.S., as amended.
2. Easement research from the Security Title Company Commitment No. J045673A02 dated June 14, 2002 at 8:00 A.M.
3. BASIS OF BEARINGS. The northerly boundary of Lot 648 was assumed as the record bearing of S88°50'00"E according to the plat of Telluride Mountain Village, Filing 22 recorded in Plat Book 1 at page 932.
4. Notice is hereby given that the area included in the plat described herein is subject to the regulations of the Land Use Ordinance, of the Town of Mountain Village, January, 1999 as amended.
5. NOTES OF CLARIFICATION
 - a. The Configuration of the following lots, tracts, and right-of-way have been modified by this plat: None
 - b. The following lots have been created by this plat: Lot 648AR, Lot 648BR and Lot 649R
 - c. The following lots have been deleted by this plat: Lots 648 and 649
6. The approval of this Plat Amendment vacates all prior plats for the area described in the Legal Description as shown hereon in the Certificate of Ownership.
7. NOTICE: According to Colorado law you must commence any legal action based upon defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

SURVEYOR'S CERTIFICATE

I, J. David Foley of Foley Associates, Inc., a Professional Land Surveyor licensed under the laws of the State of Colorado, do hereby certify that the LOTS 648AR, 648BR and 649R, TOWN OF MOUNTAIN VILLAGE, A REPLAT OF LOTS 648 and 649, TELLURIDE MOUNTAIN VILLAGE, FILING 22 shown hereon has been prepared under my direct responsibility and checking, and accurately represents a survey conducted under my direct supervision. This survey complies with applicable provisions of Title 38, Article 51, C.R.S. to the best of my knowledge and belief.

IN WITNESS WHEREOF, I here unto affix my hand and official seal this 11th day of OCTOBER A.D. 2002.

P.L.S. No. 24954 Date



CERTIFICATE OF OWNERSHIP

KNOW ALL PERSONS BY THESE PRESENTS that Prospect Partners Ltd., a Colorado limited partnership, being the owner in fee simple of (i) the area shown hereon as Lot 649R, and (ii) the area shown hereon as Lot 648BR does hereby make and Plat said real property in accordance with the Final Plat shown hereon; and

KNOW ALL PERSONS BY THESE PRESENTS that Prospect Partners LLC, a Colorado limited liability company, being the Declarant of Prospect Plaza Condominiums, as defined and described in the Declaration for Prospect Plaza Condominiums recorded October 3, 1995 in Book 551 at page 335, the First Supplement to the Condominium Declaration for Prospect Plaza Condominiums recorded January 13, 1996 in Book 555 at page 922, the Second Supplement to the Condominium Declaration for Prospect Plaza Condominiums recorded in Book 559 at page 92, the Amended and Restated Declaration for Prospect Plaza Condominiums recorded at Reception No. 327839, the First Supplement to the Amended and Restated Declaration recorded at Reception No. 344895 and the Condominium Map for Prospect Plaza Condominiums recorded in Plat Book 1 at pages 2993-2995 and the Third Supplement to the Condominium Map for Prospect Plaza Condominiums recorded in Plat Book 1 at pages 2947-2949 being the Declarant for the area shown hereon as Lot 648AR, does hereby make and plat said real property in accordance with the Final Plat shown hereon:

LEGAL DESCRIPTION

Lot 648, Telluride Mountain Village, Filing 22, according to the Subdivision Exemption for Lot Line Adjustment of Lot 648, Telluride Mountain Village, Filing 22, recorded May 7, 1992 in Plat Book 1 at page 1279. And Lot 649, Telluride Mountain Village, Filing 22, according to the plat recorded September 22, 1989 in Plat Book 1 at page 932, County of San Miguel, State of Colorado, further described as follows:

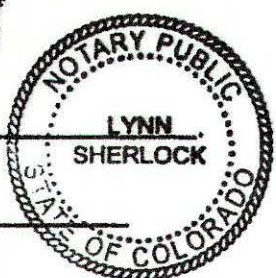
Beginning at the northeast corner of said Lot 648; Thence N88°50'00"W, a distance of 217.86 feet to the northwest corner of said Lot 648; Thence continuing N88°50'00"W, a distance of 91.00 feet to an angle point on the north boundary of said Lot 649; Thence S58°30'00"W, a distance of 190.00 feet to the northwest corner of said Lot 649; Thence S20°35'00"E, a distance of 170.00 feet to an angle point on the west boundary of said Lot 649; Thence S51°21'27"E, a distance of 455.60 feet to the south most corner of said Lot 649; Thence N38°52'57"W, a distance of 138.88 feet to an angle point on the south boundary of said Lot 649; Thence N51°07'03"E, a distance of 30.00 feet to an angle point common to the south boundaries of said Lots 648 and 649; Thence S38°52'57"E, a distance of 135.60 feet to an angle point on the south boundary of said Lot 648; Thence S 51°21'27"E, a distance of 57.43 feet to the south most corner of said Lot 648; Thence N04°15'00"W, a distance of 107.04 feet to an angle point on the east boundary of said Lot 648; Thence northerly 107.68 feet along a tangential curve concave to the east with a radius of 188.03 feet and a delta angle of 32°48'43" to an angle point on the east boundary of said Lot 648; Thence N04°15'00"W, a distance of 341.47 feet to the Point of Beginning, containing 4.02 acres, more or less.

OWNER: Prospect Partners Ltd., a Colorado limited partnership
 By: William A. Hanley III, Manager
 By: Estate of William A. Hanley III, Deceased
 By: Davis Fansler, Personal Representative

ACKNOWLEDGMENT
 State of Colorado) ss
 County of San Miguel)

The foregoing signature was acknowledged before me this 21st day of October 2002 A.D. by Davis Fansler, as Personal Representative of the Estate of William A. Hanley III, Manager of Prospect Partners Ltd., a Colorado limited partnership.

My commission expires 5/25/04
 Witness my hand and seal.
 Doris Ruffe
 Notary Public



SECURITY INTEREST HOLDER'S CONSENT

The undersigned WestStar Bank, as a beneficiary of a deed of trust which constitutes a lien upon Lot 649, recorded at Reception No. 343715, in the San Miguel County Clerk and Recorder's real property records, hereby consents to the subdivision of the real property as depicted on this Plat.

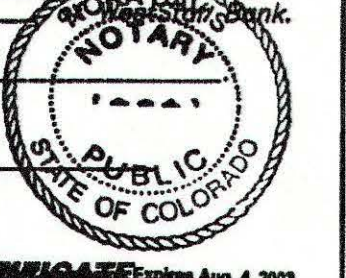
Name: Thomas W. Kennedy
 Date: 10/16/02
 Address: Telluride CO 81421
 Signature: [Signature]
 Title: Senior Vice Pres.

ACKNOWLEDGMENT

State of Colorado) ss
 County of San Miguel)

The foregoing signature was acknowledged before me this 15th day of October 2002 by Thomas W. Kennedy

My commission expires 8-4-03
 Witness my hand and seal.
 Notary Public



TITLE INSURANCE COMPANY CERTIFICATE

Security Title Guaranty Company does hereby certify that we have examined the title to the lands herein shown on this Amendment to the Final Plat and that the title to this land is in the name of Prospect Partners Ltd., a Colorado limited partnership, and is free and clear of all encumbrances, liens, taxes, and special assessments except as follows:
 o Valuation taxes, Deed of Trust of reception No. 34915

Title Insurance Company Representative 10/15/02

ASSOCIATION CONSENT

The Prospect Plaza Condominiums Association, Inc. hereby approves this replat.

Prospect Plaza Condominiums Association, Inc. Representative

352916
 REPLAT

PROSPECT PARTNERS LTD
 TO
 REPLAT MOUNTAIN VILLAGE
 LOT 648-AR, 648-BR & 649

State of Colorado) ss
 County San Miguel)
 Filed for record at 9:00 o'clock
 and duly recorded in plat
 book PL-1 page 3074
 DORIS RUFFE
 County Clerk, Recorder
 By: Rebecca D. Blawie Deputy
 Fees: \$11.00
 Commission Expires 5/25/2004

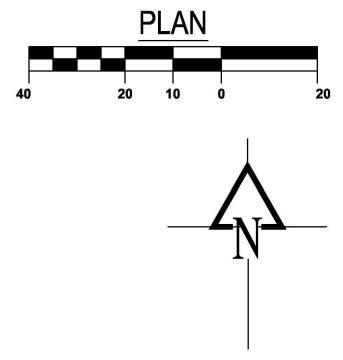
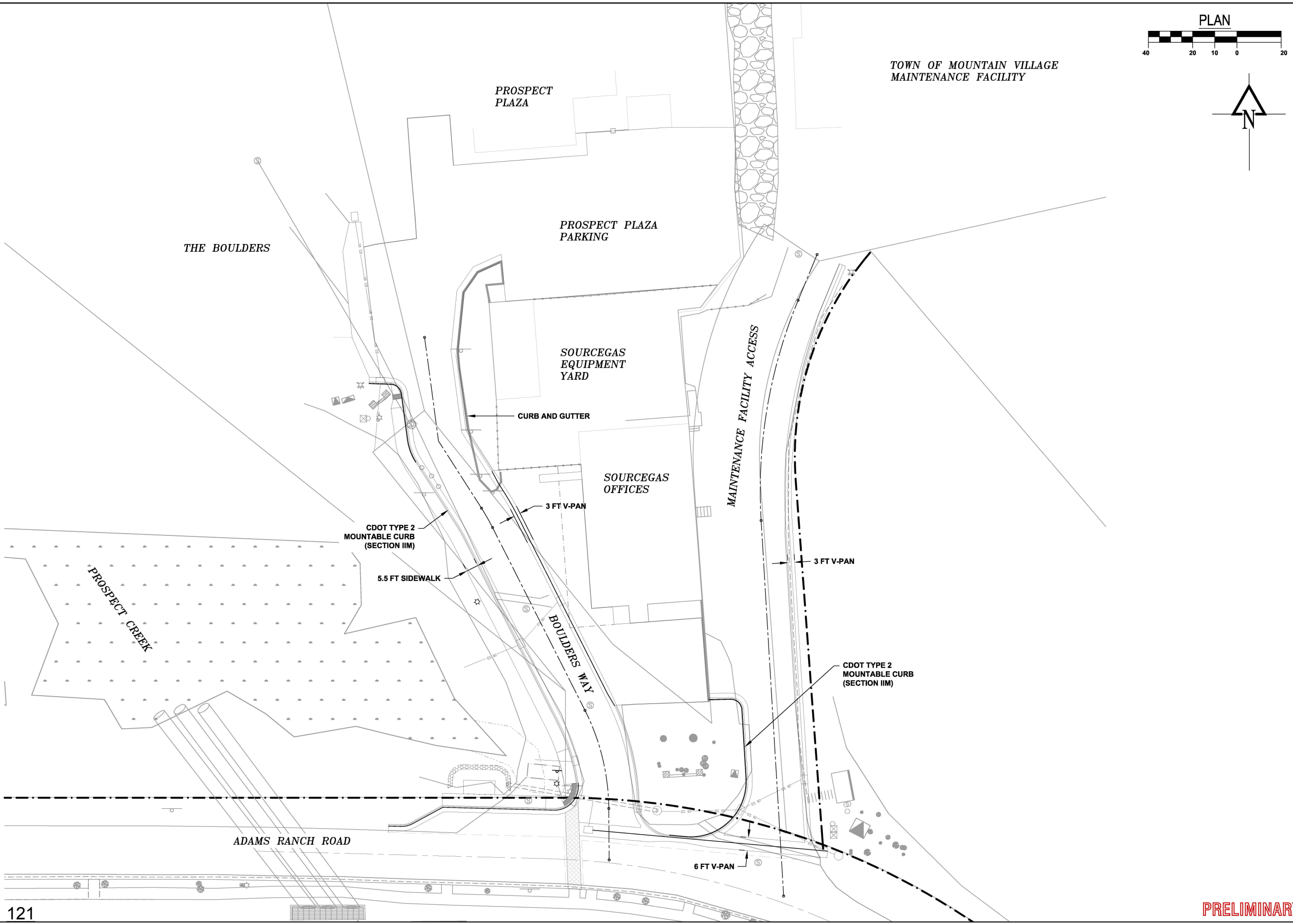
PAGE 3074

LOTS 648AR, 648BR and 649R, TOWN OF MOUNTAIN VILLAGE, A REPLAT OF LOTS 648 and 649, TELLURIDE MOUNTAIN VILLAGE, FILING 22 LOCATED WITHIN THE NE 1/4 SE 1/4 OF SECTION 33, T.43N., R.9W., N.M.P.M., SAN MIGUEL COUNTY, COLORADO

Project Mgr:	DF	Rev.	description	date	by
Technician:	PS				
Checked by:					
Start date:	8/26/02				

FOLEY ASSOCIATES, INC.
 ENGINEERING SURVEYING

970-728-6153 970-728-6050 fax
 P.O. BOX 1385
 125 W. PACIFIC, SUITE B-1
 TELLURIDE, COLORADO 81435
 Sheet 1 of 1 Project #: 91155



CALL 811
 TWO WORKING DAYS
 BEFORE YOU DIG

811
 Know what's below.
 Call before you dig.

REVISIONS:

**MOUNTAIN VILLAGE
 2016 BASE AREA IMPROVEMENTS
 OVERALL SITE PLAN**

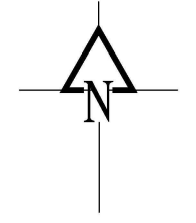
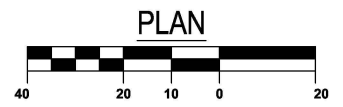
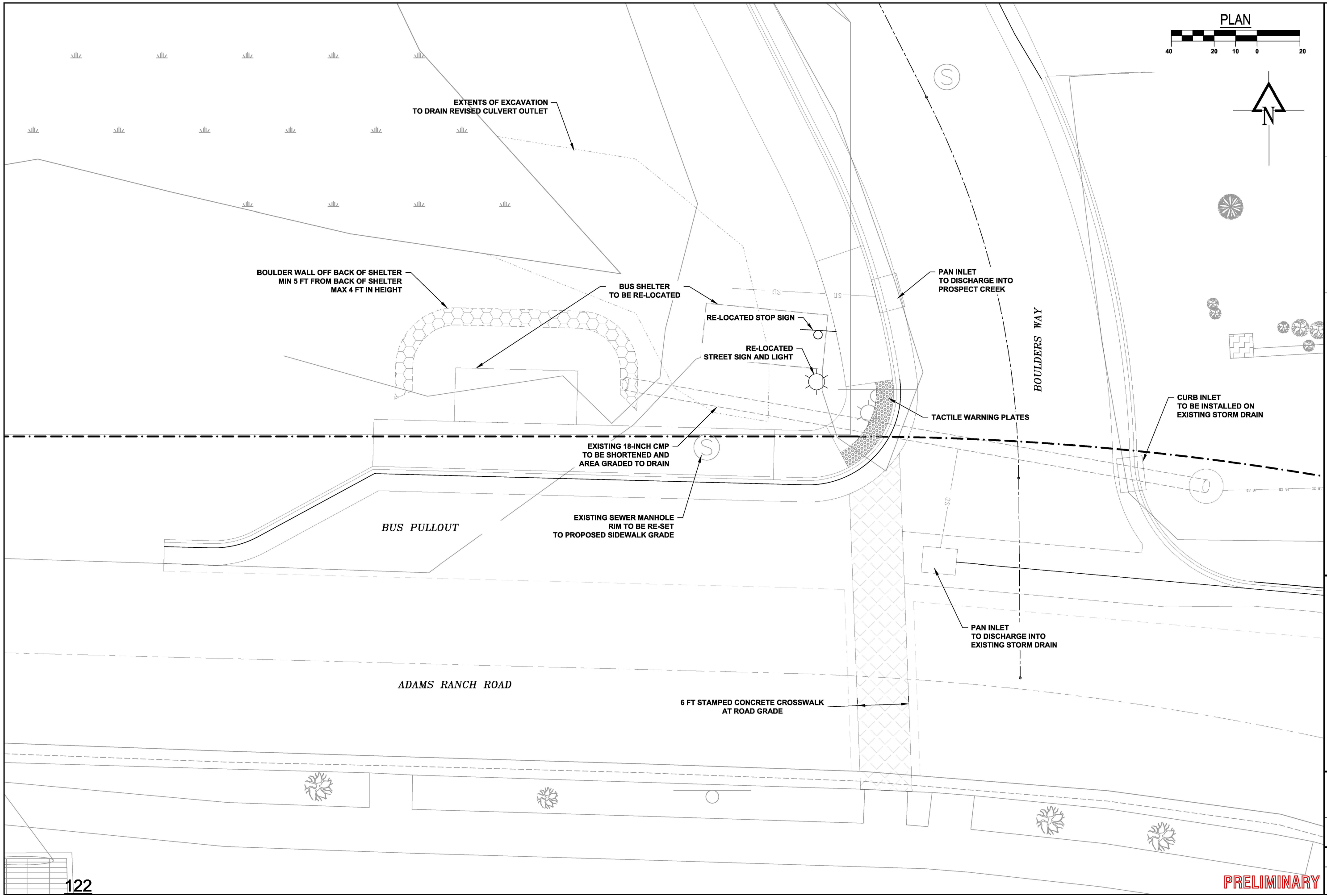
Russell Planning & Engineering, Inc.
 Civil Engineering Services
 934 Main Avenue, Unit C
 Durango, Colorado 81301
 Phone: (970) 385-4546
 Fax: (970) 385-4502



Drawn: TM
 Drafted: LK
 Checked: DC

Date of Submittal
 04-11-2016

2 OF 8



CALL 811
TWO WORKING DAYS
BEFORE YOU DIG

REVISIONS:

**MOUNTAIN VILLAGE
2016 BASE AREA IMPROVEMENTS
BUS STOP SITE PLAN**

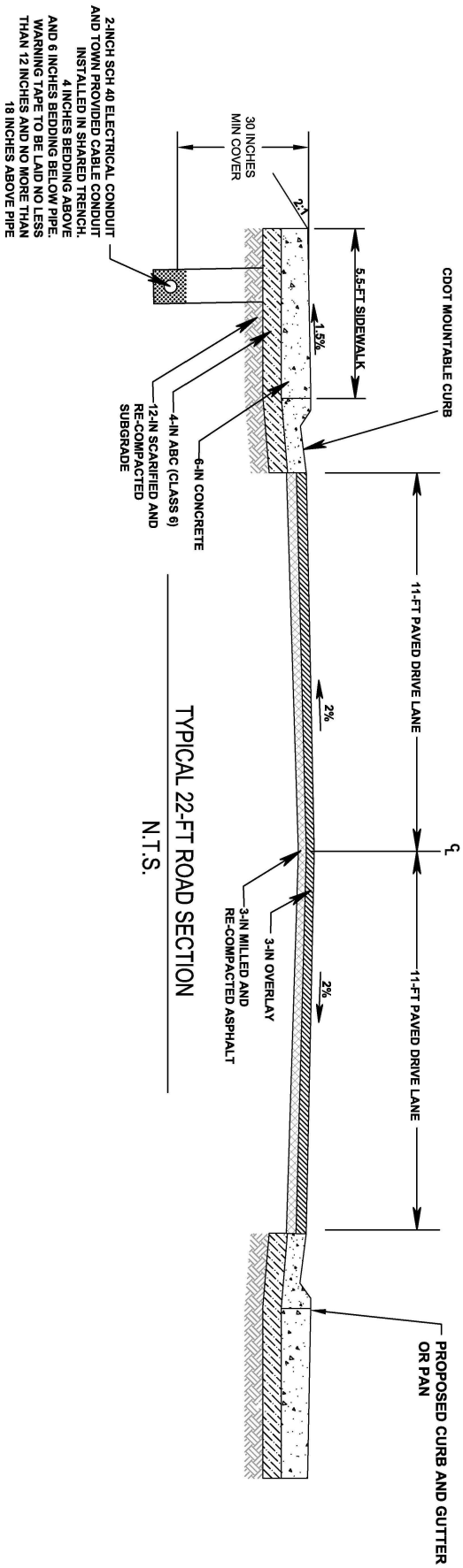
Russell Planning & Engineering, Inc.
Civil Engineering Services
934 Main Avenue, Unit C
Durango, Colorado 81301
Phone: (970) 385-4546
Fax: (970) 385-4502



Drawn: **TM**
Drafted: **LK**
Checked: **DC**

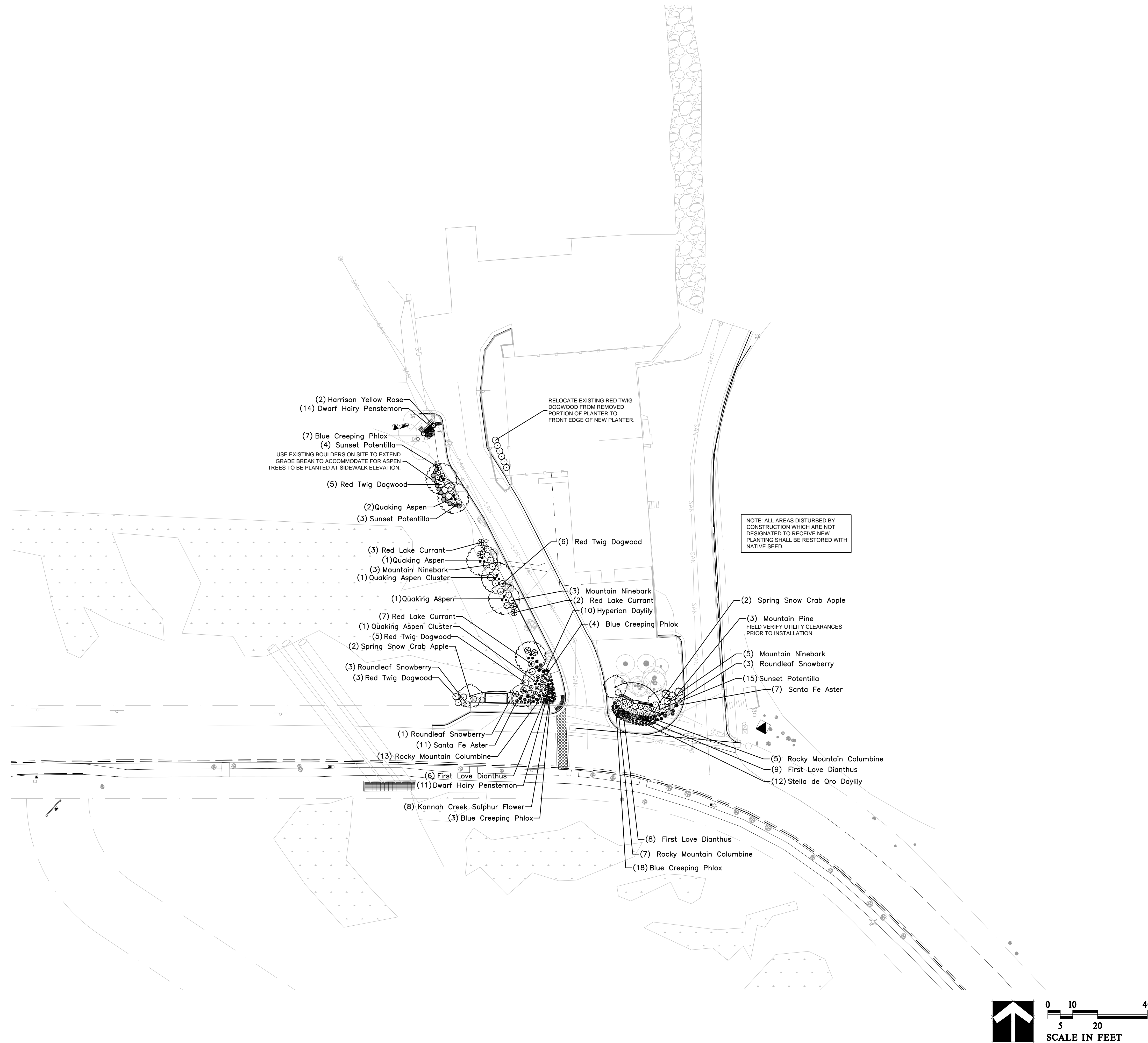
Date of Submittal
04-11-2016

3 OF 8



PRELIMINARY

<p>Drawn: TM Drafted: SF Checked: BF</p> <p>Date of Submittal 04-11-2016</p> <p>6 OF 8</p> <p>6</p>	<p>Russell Planning & Engineering</p> <p>Russell Planning & Engineering, Inc. Civil Engineering Services 934 Main Avenue, Unit C Durango, Colorado 81301 Phone: (970) 385-4546 Fax: (970) 385-4502</p>	<p>MOUNTAIN VILLAGE 2016 BASE AREA IMPROVEMENTS TYPICAL SECTIONS</p>	<p>REVISIONS:</p>	<p>811 Know what's below. Call before you dig.</p> <p>CALL 811 TWO WORKING DAYS BEFORE YOU DIG</p>
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**Town of Mountain Village
2016 Boulder Improvements**

PROJECT NUMBER: 16072 DATE: 04.07.2016

DESIGNED: MB
DRAWN: MB, CC
CHECKED: MB

REVISIONS:

JOB DESCRIPTION:
DESIGN REVIEW

SHEET TITLE:


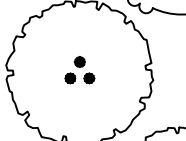
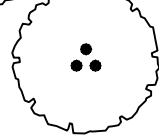
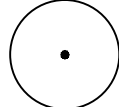
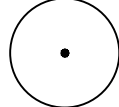
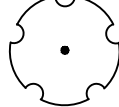
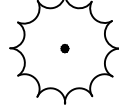
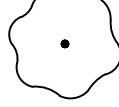


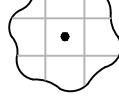


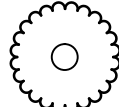
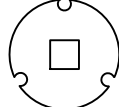
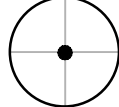
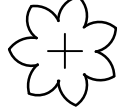
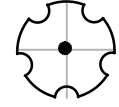
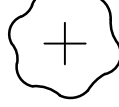
**LANDSCAPE
PLAN**

SHEET NUMBER:

L1.1

SHEET OF

PLANT SCHEDULE

TREES	COMMON NAME / BOTANICAL NAME	CONT	CAL	QTY
	SPRING SNOW CRAB APPLE / MALUS X 'SPRING SNOW'	15 GAL		4
	QUAKING ASPEN / POPULUS TREMULOIDES	B & B	2" CAL	4
	QUAKING ASPEN CLUSTER / POPULUS TREMULOIDES MULTI-STEM CLUSTER	B & B	3" CAL	3
SHRUBS	COMMON NAME / BOTANICAL NAME	CONT		QTY
	RED TWIG DOGWOOD / CORNUS SERICEA RELOCATED	5 GAL		17
	RED TWIG DOGWOOD / CORNUS SERICEA RELOCATED	RELOCATED		6
	MOUNTAIN NINEBARK / PHYSOCARPUS MONOGYNUS	5 GAL		11
	MOUNTAIN PINE / PINUS MUGO 'BIG TUNA'	5 GAL		3
	SUNSET POTENTILLA / POTENTILLA FRUTICOSA 'SUNSET'	5 GAL		22
	RED LAKE CURRANT / RIBES RUBRUM 'RED LAKE'	5 GAL		10
	HARRISON YELLOW ROSE / ROSA HARISONII	5 GAL		2
	ROUNDLEAF SNOWBERRY / SYMPHORICARPOS ROTUNDFOLIUS	5 GAL		7
PERENNIALS	COMMON NAME / BOTANICAL NAME	CONT		QTY
	ROCKY MOUNTAIN COLUMBINE / AQUILEGIA CAERULEA	1 GAL		25
	FIRST LOVE DIANTHUS / DIANTHUS X 'FIRST LOVE'	1 GAL		23
	KANNAH CREEK SULPHUR FLOWER / ERIOGONUM UMBELLATUM 'KANNAH CREEK'	1 GAL		8
	HYPERION DAYLILY / HEMEROCALLIS X 'HYPERION'	1 GAL		10
	STELLA DE ORO DAYLILY / HEMEROCALLIS X 'STELLA DE ORO'	1 GAL		12
	SANTA FE ASTER / MACHAERANTHERA BIGELOVII	1 GAL		18
	DWARF HAIRY PENSTEMON / PENSTEMON HIRSUTUS 'PYGMAEUS'	1 GAL		26
	BLUE CREEPING PHLOX / PHLOX SUBULATA 'EMERALD CUSHION BLUE'	1 GAL		32

GENERAL NOTES

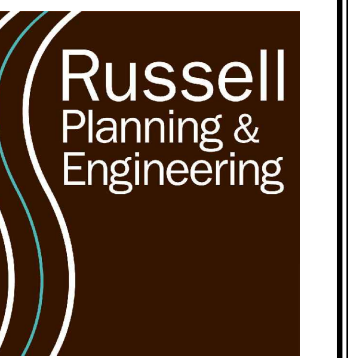
- PLANT CALIPER AND CONTAINER SIZE (WHERE APPLICABLE) SHALL BE IN CONFORMANCE WITH ACCEPTED TOWN OF MOUNTAIN VILLAGE GUIDELINES AND STANDARDS.
- THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLAN. ANY DISCREPANCIES BETWEEN THE PLAN AND FIELD CONDITIONS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES BEFORE WORK BEGINS.
- IF THERE ARE CONFLICTS BETWEEN UTILITIES AND PLANTINGS THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT TO COORDINATE FIELD ADJUSTMENTS.
- TREES SHALL BE A MINIMUM OF 5'-0" FROM ALL UTILITIES.
- LOCATIONS OF TREES/SHRUBS TO BE STAKED AND REVIEWED BY LANDSCAPE ARCHITECT PRIOR TO PLANTING.
- CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT 48 HOURS PRIOR TO PLANT MATERIAL BEING DELIVERED TO THE SITE.
- NOTIFY LANDSCAPE ARCHITECT FOR INSPECTION AND/OR APPROVAL OF LANDSCAPE MATERIALS AND IRRIGATION PRODUCTS PRIOR TO INSTALLATION.
- FIELD ADJUST PLANTINGS FOR TRANSFORMERS, CURB CUTS, AND OTHER FUTURE IMPROVEMENTS. STAKE LOCATIONS FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO ANY INSTALLATION.
- IF THERE IS A DISCREPANCY BETWEEN THE PLANT COUNTS ON THE CALL-OUTS ON THE PLANS & THE ACTUAL NUMBER OF PLANTS DEPICTED ON THE PLANS, THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING THE ACTUAL NUMBER OF PLANTS AS DEPICTED ON THE PLANS.
- ALL AREAS DISTURBED OUTSIDE THE ORIGINAL GRADING/SEEDING LIMITS, SHOWN ON DRAWING, TO BE RESEDED, REGRADED AND REPAIRED AS APPROPRIATE AT CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS, WORKMANSHIP, & IRRIGATION SYSTEM FOR A PERIOD OF ONE YEAR AFTER WRITTEN ACCEPTANCE BY LANDSCAPE ARCHITECT.
- THE CONTRACTOR SHALL INSTALL WILDLIFE PROTECTION AROUND ALL TREE PLANTINGS. WILDLIFE PROTECTION FENCING INSTALLED TO PROTECT TREES SHALL BE MAINTAINED THROUGHOUT THE WARRANTY PERIOD. SEE 7/L3.1
- THE CONTRACTOR SHALL FINE GRADE ALL AREAS TO BE PLANTED. THE CONTRACTOR SHALL REMOVE REQUIRED DEPTH OF SOIL ALONG CURBS AND WALKWAYS TO ACCOMMODATE MULCH DEPTH.
- CONTRACTOR SHALL INSTALL SLEEVING FOR IRRIGATION IMPROVEMENTS PRIOR TO INSTALLING CONCRETE FLATWORK.
- THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES AND WALKWAYS. ALL FINE GRADING SHALL BE APPROVED PRIOR TO SEEDING/PLANTING.
- ALL PLANTING AREAS TO BE PLANTED WILL HAVE 6" DEPTH TOPSOIL INSTALLED. THESE AREAS WILL THEN BE TILLED TO A MINIMUM 8" DEPTH INCORPORATING A-1 ORGANICS BIOCOMP CLASS 1 COMPOST (OR APPROVED EQUAL) AT A MINIMUM RATE OF 4 C.Y. PER 1000 S.F. THE DISTURBED AREAS OF THE SITE WILL THEN BE FINE GRADED IN PREPARATION FOR SEEDING, SODDING OR PLANTING AS SPECIFIED IN THE PLANS AND SPECIFICATIONS. SOIL PREPARATION AND AMENDMENTS WILL NOT BE MEASURED SEPARATELY BUT WILL BE INCLUDED IN THE COST OF THE PLANTS. NATIVE SEEDED AREAS WILL HAVE TOPSOIL BUT DO NOT REQUIRE ORGANIC SOIL AMENDMENT.
- ALL BED AREAS WILL RECEIVE A MINIMUM OF 4" OF CEDAR BARK MULCH OR APPROVED EQUAL. EXCEPT AS NOTED ON THE PLANS. ALL TREES WILL RECEIVE 4" CEDAR BARK MULCH WITHIN THE SAUCER AREA PER THE DETAILS. THE CONTRACTOR IS RESPONSIBLE FOR WEED CONTROL ON BEDS AND SEEDED AREAS UNTIL FINAL PROJECT ACCEPTANCE.
- SEE CIVIL FOR BENCHMARKS AND GRADING
- STOCKPILE TOPSOIL FOR RE-USE ON SITE. TOPSOIL TO BE SENT TO CSU SOILS LAB WWW.SOILTESTINGLAB.COLOSTATE.EDU FOR AMENDMENT RECOMMENDATIONS. AMENDED TOPSOIL SHOULD BE APPLIED 6" DEPTH IN ALL PLANTING BEDS AND TURF AREAS.
- AN UNDERGROUND, PRESSURIZED IRRIGATION SYSTEM WILL BE PROVIDED.
- SEE ARCHITECT FOR ENTRANCE OR MONUMENT SIGN DETAILS.
- ALL TREES SHALL BE PLANTED A MINIMUM OF 2' FROM EITHER SIDE OF IRRIGATION LINES.
- ALL PLANTING AREAS WILL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM OF ROTORS, SPRAYS, BUBBLERS, AND DRIP. ASSUMES EXISTING IRRIGATION SYSTEM CAN BE EXPANDED.
- OUTDOOR TABLES AND FURNISHINGS AT THE PORCH TO BE DETERMINED BY ART CONSULTANT.



LANDSCAPE ARCHITECTURE
LAND PLANNING
URBAN DESIGN

1309 East 3rd Ave. Room 23
Durango, CO 81301 | 970.385.4219

REUSE OF DOCUMENT
This document is the property of DHM Design Corp. The ideas and design incorporated on this document is an instrument of professional service and shall not be used for any other project without written authorization of DHM Design Corp.



Town of Mountain Village
2016 Boulders Improvements

PROJECT NUMBER: 16072 DATE: 04.07.2016

DESIGNED: MB
DRAWN: MB, CC
CHECKED: MB

REVISIONS:

JOB DESCRIPTION:
DESIGN REVIEW

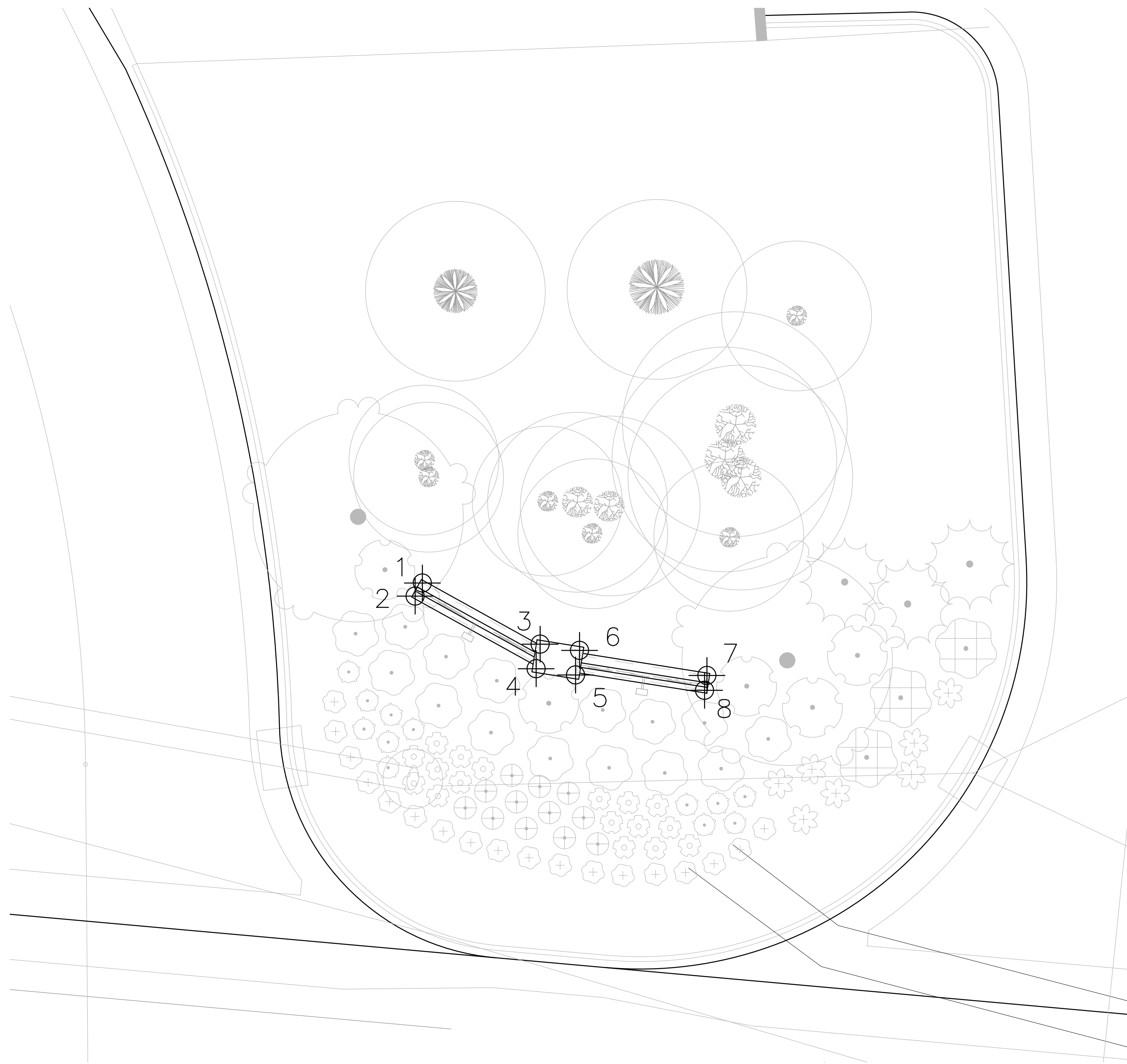
SHEET TITLE:

LANDSCAPE NOTES

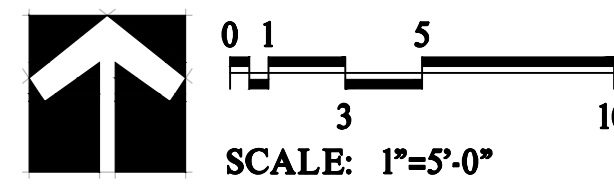
SHEET NUMBER:

L1.2

SHEET OF



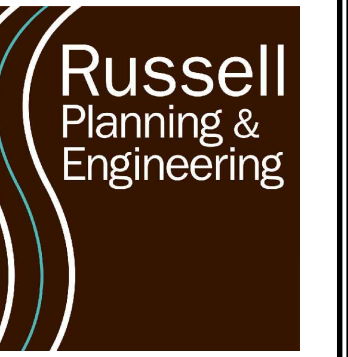
SIGN LOCATION PLAN

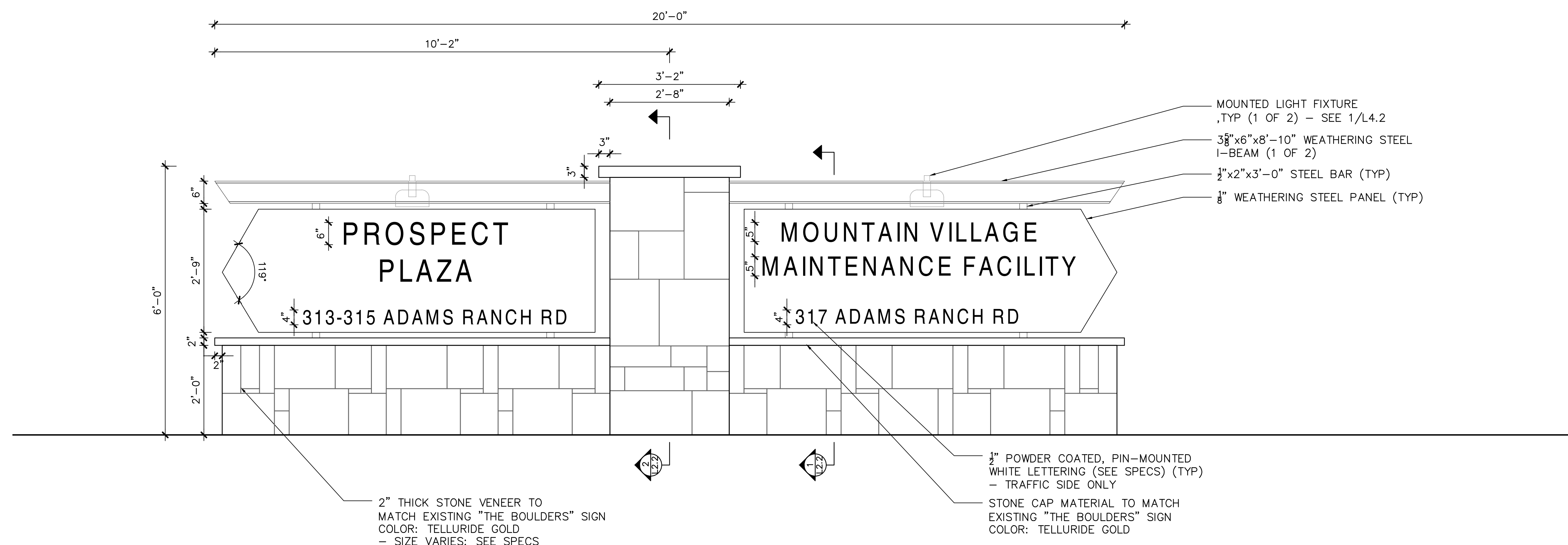


NORTHING/EASTING POINT SCHEDULE

POINT	DESCRIPTION	NORTHING	EASTING
1		N 10580.6479	E 10103.0341
2		N 10579.7731	E 10102.5496
3		N 10576.5636	E 10110.8994
4		N 10574.9174	E 10110.6393
5		N 10574.5012	E 10113.2732
6		N 10576.1474	E 10113.5334
7		N 10574.4655	E 10122.0418
8		N 10573.4777	E 10121.8857

NOTE:
 1. **FIELD LOCATE UTILITIES AND SIGHT TRIANGLE LOCATIONS PRIOR TO INSTALLATION. NOTIFY OWNER'S REPRESENTATIVE IMMEDIATELY IF CONFLICTS ARE FOUND.**



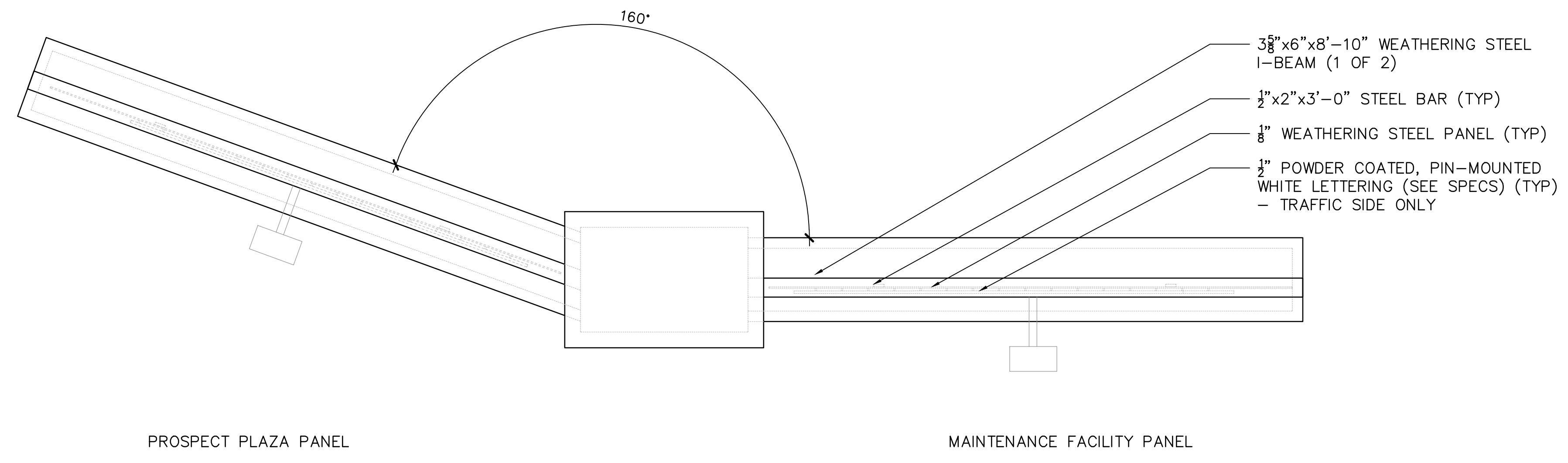


1 ELEVATION

L2.1

- NOTES:**
- CONTRACTOR TO VERIFY FIELD LOCATION OF SIGN PER THE LANDSCAPE PLAN WITH OWNER PRIOR TO INSTALLATION.
 - STONE VENEER ON BOTH SIDES. PREPARE 6' FF MOCK-UP FOR OWNER APPROVAL PRIOR TO COMPLETION.
 - STONE VENEER COLOR TO BE 'TELLURIDE GOLD' AND MATCH EXISTING "THE BOULDERS" SIGN.
 - LED LIGHTING WITH LIGHT METER CONTROL TO BE PROVIDED.
 - SEE SPECS 1,2,3/L4.2

SCALE: 3/4" = 1'-0"

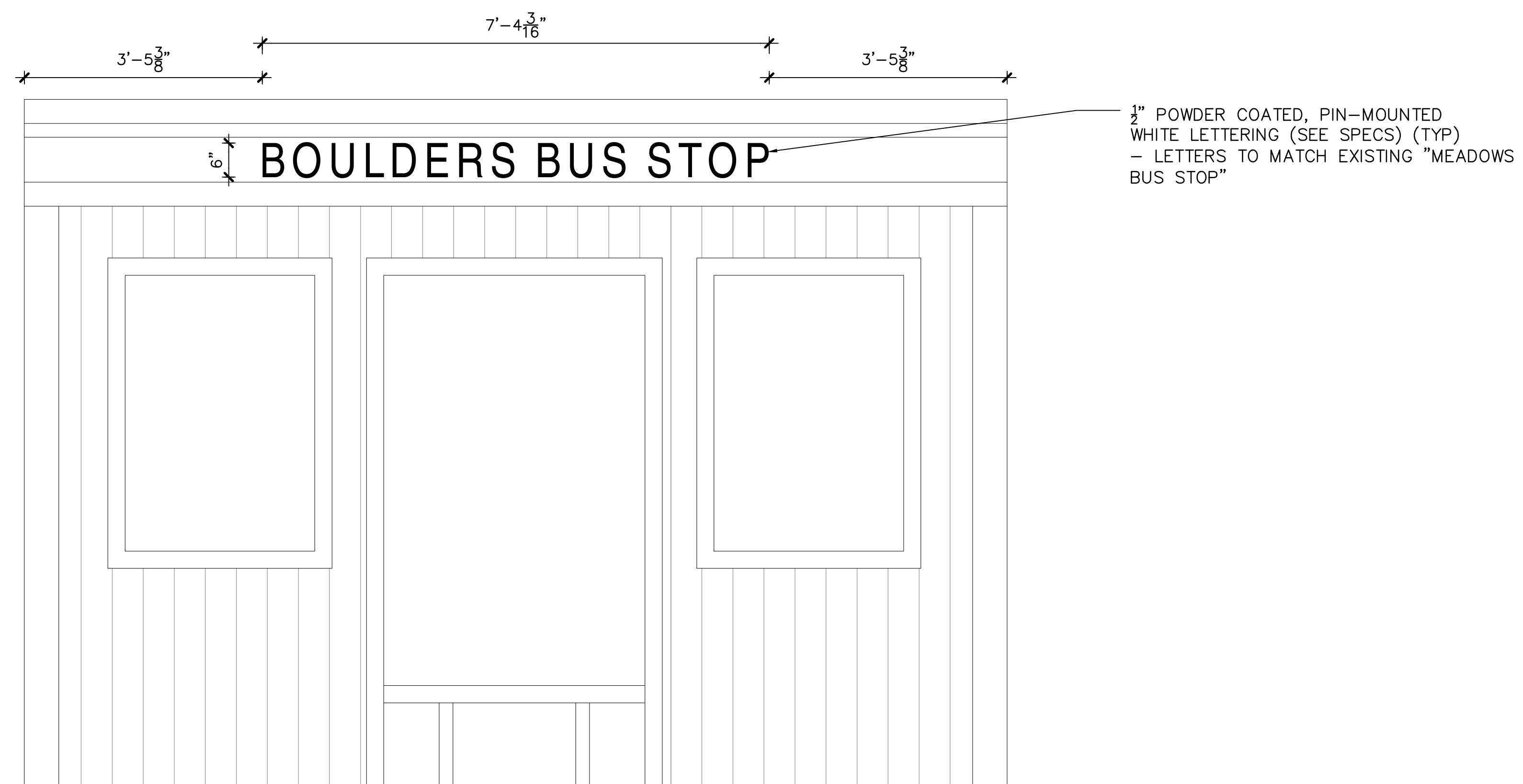


2 PLAN

L2.1

- NOTES:**
- LETTERS MOUNTED ON ONCOMING TRAFFIC SIDE ONLY.
 - STONE VENEER ON BOTH SIDES.

SCALE: 3/4" = 1'-0"



EXISTING BUS STOP LETTERING

1 BUS STOP LETTERING
L2.3

- NOTES:**
- LETTERS MOUNTED ON ONCOMING TRAFFIC SIDE ONLY.
 - SEE SPECS FOR LETTER-MOUNTING HARDWARE
 - LETTERING SIZE AND MATERIAL TO MATCH EXISTING "MEADOWS BUS STOP"

SCALE: 3/4" = 1'-0"

PROJECT NUMBER: 16072	DATE: 04.07.2016
DESIGNED: MB	
DRAWN: MB, CC	
CHECKED: MB	

REVISIONS:

JOB DESCRIPTION:
 DESIGN REVIEW

SHEET TITLE:

**BUS STOP
 DETAILS**

SHEET NUMBER:

L3.3

SHEET _____ OF _____

Town of Mountain Village
Department of Public Works

Item #18

To: Town of Mountain Village Town Council
From: Finn Kjome, Public Works Director
Date: April 14, 2016
Re: Consideration of a Resolution to Accept an Easement from Boulders HOA and Plaza Building HOA Related to F22-1

Attached for your review are:

A copy of the Resolution of the Town Council of the Town of Mountain Village, Colorado Accepting easements from the Boulders HOA and Prospect Plaza HOA

A copy of the Easement Agreement with the Boulders HOA with certified depicted easement area.

A copy of the Easement Agreement with the Prospect Plaza HOA with certified depicted easement area.

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN
VILLAGE, COLORADO,
ACCEPTING EASEMENTS FROM THE BOULDERS AND PROSPECT PLAZA**

NO: 2016 - _____

RECITALS:

- A. The Town has accepted Access Tract F22-1, Town of Mountain Village, CO and will be deed Access Tract F22-1 from TSG Ski and Golf, LLC.
- B. Access Tract F22-1 currently serves as the access to lots within The Boulders and Prospect Plaza subdivisions within the Town of Mountain Village, CO (the "Town").
- C. Access Tract F22-1 is currently only partially improved.
- D. The Town desires to upgrade Access Tract F22-1 to provide better access to certain property owned by the Prospect Plaza Condominium Association, Inc. ("Prospect Plaza") and The Boulders at Mountain Village Homeowners Association, Inc. ("Boulders").
- E. Prospect Plaza has agreed to grant an easement to the Town over certain common element space known as Lot 648-BR, Town of Mountain Village, San Miguel County, Colorado, for the purpose of a road right of way, utilities, snow storage and improvements.
- F. Boulders has agreed to grant an easement to the Town over certain common element space known as Lot 649-R, Town of Mountain Village, San Miguel County, Colorado, for the purpose of a road right of way, utilities, snow storage and improvements.
- G. The Town finds it is in its best interest to accept the easements from Prospect Plaza and Boulders in order to improve Access Tract F22-1.

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

- 1. The Town Council approves accepting the proposed Easement Agreement with Boulders attached hereto as Exhibit A.
- 2. The Town Council approves accepting the proposed Easement Agreement with Prospect Plaza attached hereto as Exhibit B.

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

Town of Mountain Village

By: _____
Dan Jansen, Mayor

ATTEST:

By: _____
Jackie Kennfick, Town Clerk

APPROVED AS TO FORM:

By: _____
Jim Mahoney, Assistant Town Attorney

EXHIBIT A
BOULDERS EASEMENT

**EASEMENT AGREEMENT
(Right of Way, Utility and Improvements)**

THIS EASEMENT AGREEMENT (“Agreement”) is made as of _____, 2016 (“**Effective Date**”), by and between The Boulders at Mountain Village Homeowners Association, Inc. (“**Grantor**”), and the Town of Mountain Village, a Colorado municipal corporation and political subdivision of the State of Colorado (“**Grantee**”). Grantor and Grantee are sometimes each individually referred to as a “**Party**” and sometimes collectively as the “**Parties.**”

RECITALS

A. Grantor is the condominium association which is the current owner of common element space know as Lot 649-R in the Town of Mountain Village, San Miguel County, Colorado (“**Grantor Property**”).

B. Grantee is the owner of Access Tract F22-1, Town of Mountain Village, San Miguel County, Colorado (“**Grantee Property**”).

C. Grantee Property serves as the access point to Grantor Property and as the access point to property owned by Prospect plaza condominium Association, Inc., Lot 648-BR (“**Prospect Plaza Property**”).

D. Grantee desires to upgrade Grantee’s Property in order to provide better access to Grantor Property which necessitates the grant of an easement of Grantor’s Property as set forth below.

E. Grantor and Grantee desire to enter into this Easement Agreement which grants Grantee an easement for a road right of way, utilities, snow storage and improvements on the areas shown on the attached Exhibit A (the “**Easement Area**”)

F. Subject to the terms and conditions set forth herein, the Easement authorizes each of the Authorized Users (defined below) to undertake certain Authorized Uses (defined below).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements made and entered into by the Parties, the sufficiency of which is hereby acknowledged, the undersigned Parties hereby agree as follows:

1. **Grant of Easement.**

1.1. Subject to the terms and conditions set forth herein, Grantor hereby grants and conveys the road right of way easement, which is deemed to be a perpetual, non-exclusive easement, on, over, across and below the Easement Area (the “**Easement**”), to the following persons or entities (“**Authorized Users**”):

1.1.1. Grantee and its designees, including its contractors and consultants retained to undertake the Authorized Uses allowed by this Agreement; and

1.1.2. Any successor and assign of the Grantee, including and not limited to utility providers for the location of underground utilities in the Easement Area.

1.2. The Easement and the Easement Area may be used by an Authorized User at such user’s sole cost and expense, for any or all of the following purposes (“**Authorized Uses**”), which

Authorized Uses:

1.2.1. To install, extend, operate, use, repair and maintain a public road right of way for vehicular use, sidewalks for pedestrian access (inclusive of, without limitation, snowmelt, snow removal, lighting, landscaping, grading, irrigation, hardscaping, signage, pavement, shoulders and such associated public uses); utilities and access to such utilities (gas, power, water, cable, fiber, communications and other necessary utilities); drainage; snow storage; parking; and other like components or uses, and to upgrade these elements for the changing needs of the Grantee Property.

1.2.2. To enable reasonable vehicular and pedestrian access and the use of equipment as necessary for the installation, construction, repair, usage, replacement and maintenance of the facilities, structures, improvements and other elements associated with the Authorized Uses.

1.3. The Easement is granted for the limited purposes specified herein, and Grantee shall have no right to use the Easement Area for any other or additional use or purpose, except as may be authorized from time to time by other written agreement.

1.4. Grantee hereby represents and warrants that the Authorized Uses shall be undertaken in accordance with all governing laws, rules and regulations and this Agreement.

1.5. Grantor expressly reserves unto itself, the right to use and enjoy the land covered by the Easement Area for all lawful purposes that will not unreasonably interfere with the rights and interests hereby granted to Grantee.

2. **Installation/Construction of Authorized Uses.** In connection with the undertaking of the use of the Easement, Grantor and Grantee agree that:

2.1. The construction installation and maintenance of the Authorized Uses shall be undertaken in a manner that reasonably causes the least amount of disturbance to the Grantor Property while still enabling Grantee to construct, install and maintain such Authorized Uses. Grantee shall not disturb, compromise or otherwise impair the Grantor Property or improvements located thereon.

2.2. While undertaking any construction, installation and maintenance of the Authorized Uses, Grantee agrees to maintain the Grantor Property in a clean, safe and orderly condition, consistent with general construction trade practices in the area. Appropriate safety measures and devices, including signage, shall be installed at appropriate locations. Such work will be done in a professional workmanlike manner. Grantee shall comply with all applicable federal, state and local laws, rules, regulations and safety standards.

2.3. Grantee shall be responsible for promptly paying for all of the costs and expenses of all Authorized Uses, including but not limited to, designing, constructing, manufacturing, delivering, repairing, replacing, installing and maintaining any of the Authorized Uses.

3. **Miscellaneous**

3.1. **Runs with the Land, Successors and Assigns.** The easements, benefits and rights granted and agreed to herein and the burdens, duties and obligations imposed and agreed to herein shall run with the land and shall be a benefit of and burden upon the Grantor Property on the one hand, and the Grantee Property on the other hand, as applicable, during the term of this Agreement. Further, the easements, benefits and rights granted and agreed to herein and the burdens, duties and obligations imposed and agreed to herein shall be binding upon and shall inure to the benefit of, and be a burden upon, the designees, successors and assigns of all of the Parties to this Agreement during the term of this Agreement.

3.2. **Recording.** This Agreement shall be recorded in the official records of the Clerk and Recorder of San Miguel County, Colorado.

3.3. **Performances.** Time is of the essence of this Agreement and for the performance of each of the duties and obligations provided herein.

3.4. **Default, Notice and Cure.** In all instances under this Agreement, at such time as a Party (“**Claiming Party**”) claims that any other Party (“**Responding Party**”) has violated or breached any of the terms, conditions or provisions of this Agreement (“**Default**”), the Claiming Party shall promptly prepare and deliver to the Responding Party a written notice (“**Notice of Default**”) claiming or asserting that the Claiming Party is in default under a term or provision of this Agreement, which notice shall clearly state and describe: (a) each section(s) of the Agreement that the Responding Party has allegedly violated, (b) a summary of the facts and circumstances being relied upon to establish the alleged violation, (c) the specific steps (“**Cure Events**”) that must be undertaken to come into compliance with this Agreement, and (d) the reasonable timeframe, not less than ten (10) days for a monetary default and not less than thirty (30) days for a non-monetary default (unless emergency circumstances require a shorter response time), within which time the alleged violation should be cured (“**Cure Completion Date**”).

3.5. **Governing Law, Remedies, Costs and Expenses.** This Agreement shall be construed under and governed by the laws of the State of Colorado, with jurisdiction and venue restricted to a court of competent jurisdiction in San Miguel County, Colorado. A Party may pursue any and all available remedies under applicable law, including, without limitation, injunctive relief and specific performance. All of the rights and remedies of the Parties under this Agreement shall be cumulative. In any action to enforce or construe the terms of this Agreement, the substantially prevailing Party shall recover all legal and related court costs, including all reasonable attorneys’ fees and expert witness fees, costs and expenses.

3.6. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be found invalid or unenforceable, this shall not affect the validity of the remaining provisions of this Agreement, and the remaining provisions shall remain in full force and effect.

3.7. **Parties Representations.** In entering into this Agreement, the Parties acknowledge and agree and represent and warrant to each other as follows: (a) that they shall perform their duties and obligations in a commercially reasonable and good faith manner, and that this commitment is being relied upon by each other Party; (b) that the Party is a duly qualified and existing entity, capable of doing business in the state of Colorado; and (c) that the Party has actual and express authority to execute this Agreement, has taken all actions necessary to obtain such authorization, the Agreement constitutes a binding obligation of the Party and the person signing below is duly authorized and empowered to execute this Agreement.

3.8. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and no other representations, promises, agreements or understandings or obligations with respect to the payment of consideration or agreements to undertake other actions regarding the subject matter hereof shall be of any force or effect unless in writing, executed by all Parties hereto and dated after the date hereof.

3.9. **Modifications and Waiver.** No amendment, modification or termination of this Agreement or any portion thereof shall be valid or binding unless it is in writing, dated subsequent to the date hereof and signed by each of the Parties hereto. No waiver of any breach, term or condition of this Agreement by any party shall constitute a subsequent waiver of the same or any other breach, term or

condition.

3.10. **Counterparts and Facsimile Copies.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Facsimile copies of any Party's signature hereon shall be deemed an original for all purposes of this Agreement.

3.11. **Notice.** All notices, demands or writings in this Agreement provided to be given or made or sent that may be given or made or sent by either Party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and delivered either by Fax, Email or United States Mail (certified, return receipt requests and postage pre-paid), and addressed to the Party, at the below stated mailing address, email address or fax number. The mailing address, email address or fax number to which any notice, demand or writing may be changed by sending written notice to each Party notifying the Party of the change.

<u>Grantor:</u>	<u>Grantee:</u> Town of Mountain Village Attention: Town Manager 455 Mountain Village Blvd., Suite A Mountain Village, CO 81435
<u>With a Copy to:</u>	<u>With copy to:</u> J. David Reed, P.C. Attention: James Mahoney, Esquire PO Box 196 Montrose, CO 81402

The rest of this page intentionally left blank.

Signatures

on

next

page.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, intending it to be effective as of the Effective Date.

GRANTOR:

The Boulders at Mountain Village
Homeowners Association, Inc., a
Colorado nonprofit corporation

By: _____ Date: _____

Printed Name: _____

Title: _____

State of Colorado)

)ss

County of San Miguel)

Subscribed to and acknowledged before me this ____ day of _____, 20____, by
_____, as the _____ of The Boulders at
Mountain Village Homeowners Association, Inc.

Witness my hand and official seal.

Notary Public

My commission expires: _____

GRANTEE:

Town of Mountain Village, a Colorado
Home Rule Municipality and Political
Subdivision of the State of Colorado

By: _____ Date: _____

Printed Name: _____

Title: _____

State of Colorado)

)ss

County of San Miguel)

Subscribed to and acknowledged before me this ____ day of _____, 20____, by
_____, as the _____ of Town of Mountain
Village.

Witness my hand and official seal.

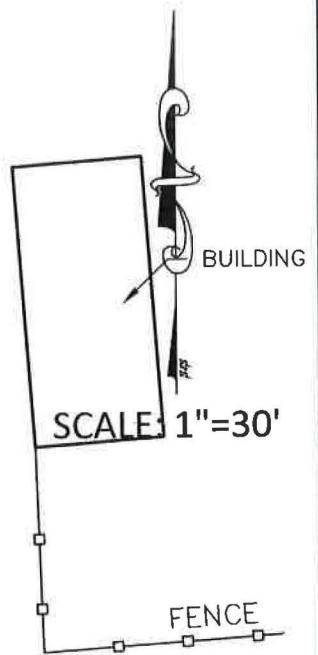
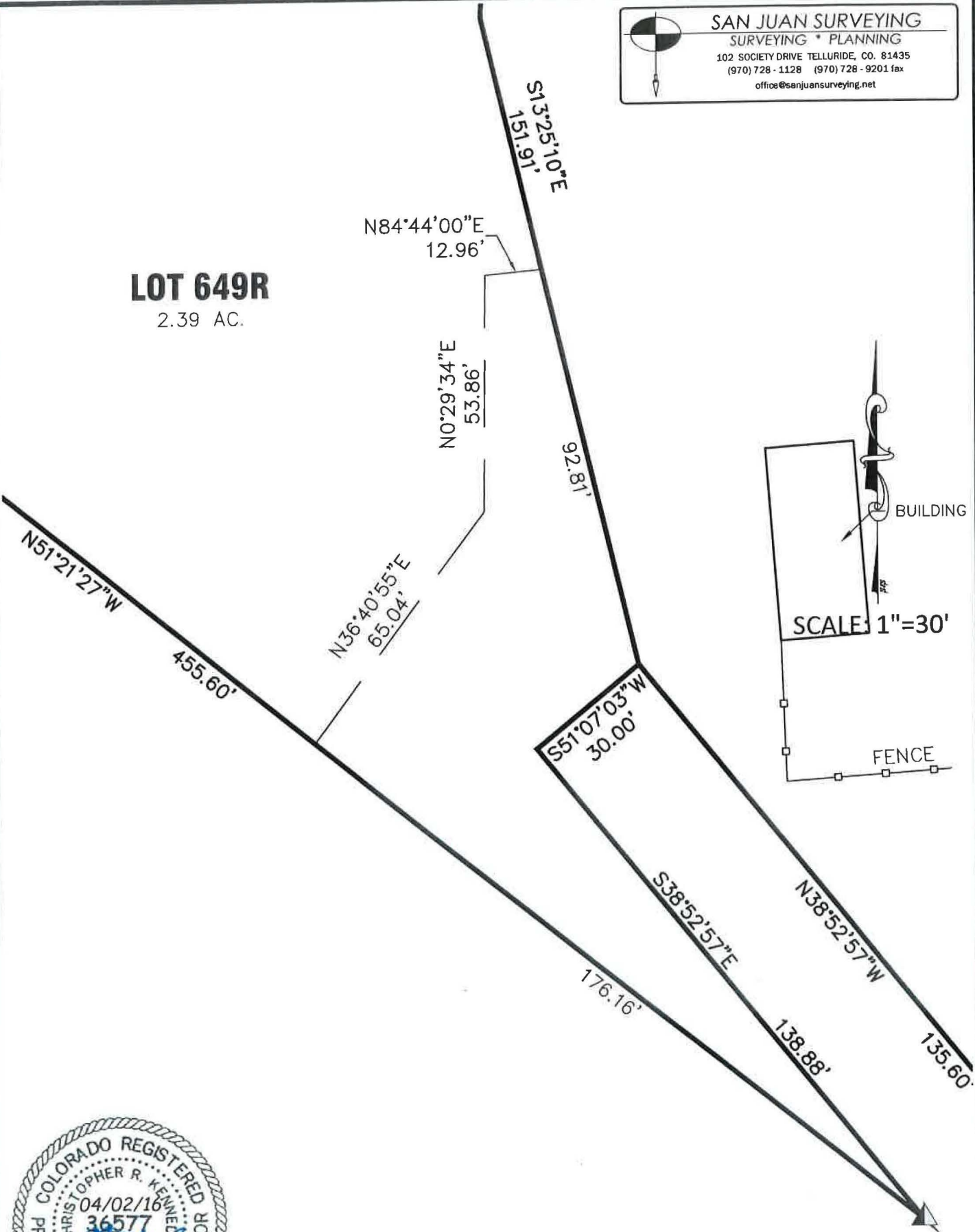
Notary Public

My commission expires: _____

EXHIBIT "A"
(Depiction of Easement Area)

SAN JUAN SURVEYING
 SURVEYING * PLANNING
 102 SOCIETY DRIVE TELLURIDE, CO. 81435
 (970) 728 - 1128 (970) 728 - 9201 fax
 office@sanjuansurveying.net

LOT 649R
 2.39 AC.





**SAN JUAN
SURVEYING**

*P.O. Box 3730
102 Society Drive
Telluride, Colorado 81435*

Ph. 970-728-1128 Fax 970-728-9201

office@sanjuansurveying.net

Easement Description

A tract of land located within Lot 649R, Telluride Mountain Village, Filing 22, according to the Plat filed November 8, 2002 in Plat Book 1 at page 3074, being more particularly described as follows:

BEGINNING at the south corner of Lot 649R, Thence North 51°21'27" West, 176.16 feet along the west property line of Lot 649R;
Thence North 36°40'55" East, 65.04 feet;
Thence North 0°29'34" East, 53.86 feet;
Thence North 84°44'00" East, 12.96 feet to the east property line of Lot 649R;
Thence continuing along the property line of Lot 649R the following courses and distances, South 13°25'10" East, 92.81 feet;
Thence South 51°07'03" West, 30.00 feet;
Thence South 38°52'57" East, 138.88 feet to the POINT OF BEGINNING

Containing 6,278 Square Feet

County of San Miguel
State of Colorado

EXHIBIT B
PROSPECT PLAZA EASEMENT

**EASEMENT AGREEMENT
(Right of Way, Utility and Improvements)**

THIS EASEMENT AGREEMENT (“Agreement”) is made as of _____, 2016 (“**Effective Date**”), by and between Prospect Plaza Condominium Association, Inc (“**Grantor**”), and the Town of Mountain Village, a Colorado municipal corporation and political subdivision of the State of Colorado (“**Grantee**”). Grantor and Grantee are sometimes each individually referred to as a “**Party**” and sometimes collectively as the “**Parties.**”

RECITALS

A. Grantor is the condominium association which is the current owner of common element space know as Lot 648-BR Town of Mountain Village, San Miguel County, Colorado (“**Grantor Property**”).

B. Grantee is the owner of Access Tract F22-1, Town of Mountain Village, San Miguel County, Colorado (“**Grantee Property**”).

C. Grantee Property serves as the access point to Grantor Property and as the access point to property owned by the Boulders at Mountain Village Homeowners Association, Inc, Lot 649-R (the “**Boulder’s Property**”)

D. Grantee desires to upgrade Grantee’s Property in order to provide better access to Grantor Property and the Boulder’s Property which necessitates the grant of an easement of Grantor’s Property as set forth below.

E. Grantor and Grantee desire to enter into this Easement Agreement which grants Grantee an easement for a road right of way, utilities, snow storage and improvements on the areas shown on the attached Exhibit A (the “**Easement Area**”)

F. Subject to the terms and conditions set forth herein, the Easement authorizes each of the Authorized Users (defined below) to undertake certain Authorized Uses (defined below).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements made and entered into by the Parties, the sufficiency of which is hereby acknowledged, the undersigned Parties hereby agree as follows:

1. **Grant of Easement.**

1.1. Subject to the terms and conditions set forth herein, Grantor hereby grants and conveys the road right of way easement, which is deemed to be a perpetual, non-exclusive easement, on, over, across and below the Easement Area (the “**Easement**”), to the following persons or entities (“**Authorized Users**”):

1.1.1. Grantee and its designees, including its contractors and consultants retained to undertake the Authorized Uses allowed by this Agreement; and

1.1.2. Any successor and assign of the Grantee, including and not limited to utility providers for the location of underground utilities in the Easement Area.

1.2. The Easement and the Easement Area may be used by an Authorized User at

such user's sole cost and expense, for any or all of the following purposes ("**Authorized Uses**"), which Authorized Uses:

1.2.1. To install, extend, operate, use, repair and maintain a public road right of way for vehicular use, sidewalks for pedestrian access (inclusive of, without limitation, snowmelt, snow removal, lighting, landscaping, grading, irrigation, hardscaping, signage, pavement, shoulders and such associated public uses); utilities and access to such utilities (gas, power, water, cable, fiber, communications and other necessary utilities); drainage; snow storage; parking; and other like components or uses, and to upgrade these elements for the changing needs of the Grantee Property.

1.2.2. To enable reasonable vehicular and pedestrian access and the use of equipment as necessary for the installation, construction, repair, usage, replacement and maintenance of the facilities, structures, improvements and other elements associated with the Authorized Uses.

1.3. The Easement is granted for the limited purposes specified herein, and Grantee shall have no right to use the Easement Area for any other or additional use or purpose, except as may be authorized from time to time by other written agreement.

1.4. Grantee hereby represents and warrants that the Authorized Uses shall be undertaken in accordance with all governing laws, rules and regulations and this Agreement.

1.5. Grantor expressly reserves unto itself, the right to use and enjoy the land covered by the Easement Area for all lawful purposes that will not unreasonably interfere with the rights and interests hereby granted to Grantee.

2. **Installation/Construction of Authorized Uses.** In connection with the undertaking of the use of the Easement, Grantor and Grantee agree that:

2.1. The construction installation and maintenance of the Authorized Uses shall be undertaken in a manner that reasonably causes the least amount of disturbance to Grantor Property while still enabling Grantee to construct, install and maintain such Authorized Uses. Grantee shall not disturb, compromise or otherwise impair the Grantor Property or improvements located thereon.

2.2. While undertaking any construction, installation and maintenance of the Authorized Uses, Grantee agrees to maintain Grantor Property in a clean, safe and orderly condition, consistent with general construction trade practices in the area. Appropriate safety measures and devices, including signage, shall be installed at appropriate locations. Such work will be done in a professional workmanlike manner. Grantee shall comply with all applicable federal, state and local laws, rules, regulations and safety standards.

2.3. Grantee shall be responsible for promptly paying for all of the costs and expenses of all Authorized Uses, including but not limited to, designing, constructing, manufacturing, delivering, repairing, replacing, installing and maintaining any of the Authorized Uses.

3. **Miscellaneous**

3.1. **Runs with the Land, Successors and Assigns.** The easements, benefits and rights granted and agreed to herein and the burdens, duties and obligations imposed and agreed to herein shall run with the land and shall be a benefit of and burden upon the Grantor Property on the one hand, and the Grantee Property on the other hand, as applicable, during the term of this Agreement. Further, the easements, benefits and rights granted and agreed to herein and the burdens, duties and obligations imposed and agreed to herein shall be binding upon and shall inure to the benefit of, and be a burden upon, the designees, successors and assigns of all of the Parties to this Agreement during the term of this

Agreement.

3.2. **Recording.** This Agreement shall be recorded in the official records of the Clerk and Recorder of San Miguel County, Colorado.

3.3. **Performances.** Time is of the essence of this Agreement and for the performance of each of the duties and obligations provided herein.

3.4. **Default, Notice and Cure.** In all instances under this Agreement, at such time as a Party (“**Claiming Party**”) claims that any other Party (“**Responding Party**”) has violated or breached any of the terms, conditions or provisions of this Agreement (“**Default**”), the Claiming Party shall promptly prepare and deliver to the Responding Party a written notice (“**Notice of Default**”) claiming or asserting that the Claiming Party is in default under a term or provision of this Agreement, which notice shall clearly state and describe: (a) each section(s) of the Agreement that the Responding Party has allegedly violated, (b) a summary of the facts and circumstances being relied upon to establish the alleged violation, (c) the specific steps (“**Cure Events**”) that must be undertaken to come into compliance with this Agreement, and (d) the reasonable timeframe, not less than ten (10) days for a monetary default and not less than thirty (30) days for a non-monetary default (unless emergency circumstances require a shorter response time), within which time the alleged violation should be cured (“**Cure Completion Date**”).

3.5. **Governing Law, Remedies, Costs and Expenses.** This Agreement shall be construed under and governed by the laws of the State of Colorado, with jurisdiction and venue restricted to a court of competent jurisdiction in San Miguel County, Colorado. A Party may pursue any and all available remedies under applicable law, including, without limitation, injunctive relief and specific performance. All of the rights and remedies of the Parties under this Agreement shall be cumulative. In any action to enforce or construe the terms of this Agreement, the substantially prevailing Party shall recover all legal and related court costs, including all reasonable attorneys’ fees and expert witness fees, costs and expenses.

3.6. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be found invalid or unenforceable, this shall not affect the validity of the remaining provisions of this Agreement, and the remaining provisions shall remain in full force and effect.

3.7. **Parties Representations.** In entering into this Agreement, the Parties acknowledge and agree and represent and warrant to each other as follows: (a) that they shall perform their duties and obligations in a commercially reasonable and good faith manner, and that this commitment is being relied upon by each other Party; (b) that the Party is a duly qualified and existing entity, capable of doing business in the state of Colorado; and (c) that the Party has actual and express authority to execute this Agreement, has taken all actions necessary to obtain such authorization, the Agreement constitutes a binding obligation of the Party and the person signing below is duly authorized and empowered to execute this Agreement.

3.8. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and no other representations, promises, agreements or understandings or obligations with respect to the payment of consideration or agreements to undertake other actions regarding the subject matter hereof shall be of any force or effect unless in writing, executed by all Parties hereto and dated after the date hereof.

3.9. **Modifications and Waiver.** No amendment, modification or termination of this Agreement or any portion thereof shall be valid or binding unless it is in writing, dated subsequent to the date hereof and signed by each of the Parties hereto. No waiver of any breach, term or condition of this

Agreement by any party shall constitute a subsequent waiver of the same or any other breach, term or condition.

3.10. **Counterparts and Facsimile Copies.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Facsimile copies of any Party's signature hereon shall be deemed an original for all purposes of this Agreement.

3.11. **Notice.** All notices, demands or writings in this Agreement provided to be given or made or sent that may be given or made or sent by either Party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and delivered either by Fax, Email or United States Mail (certified, return receipt requests and postage pre-paid), and addressed to the Party, at the below stated mailing address, email address or fax number. The mailing address, email address or fax number to which any notice, demand or writing may be changed by sending written notice to each Party notifying the Party of the change.

<u>Grantor:</u>	<u>Grantee:</u> Town of Mountain Village Attention: Town Manager 455 Mountain Village Blvd., Suite A Mountain Village, CO 81435
<u>With a Copy to:</u>	<u>With copy to:</u> J. David Reed, P.C. Attention: James Mahoney, Esquire PO Box 196 Montrose, CO 81402

The rest of this page intentionally left blank.

Signatures

on

next

page.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, intending it to be effective as of the Effective Date.

GRANTOR:

Prospect Plaza Condominium Association, LLC, a Delaware limited liability company;

By: _____ Date: _____

Printed Name: _____

Title: _____

State of Colorado)
)ss
County of San Miguel)

Subscribed to and acknowledged before me this ____ day of _____, 20__, by _____, as the _____ of Prospect Plaza Condominium Association, LLC.

Witness my hand and official seal.

Notary Public

My commission expires: _____

GRANTEE:

Town of Mountain Village, a Colorado Home Rule Municipality and Political Subdivision of the State of Colorado

By: _____ Date: _____

Printed Name: _____

Title: _____

State of Colorado)
)ss
County of San Miguel)

Subscribed to and acknowledged before me this ____ day of _____, 20__, by _____, as the _____ of Town of Mountain Village.

Witness my hand and official seal.

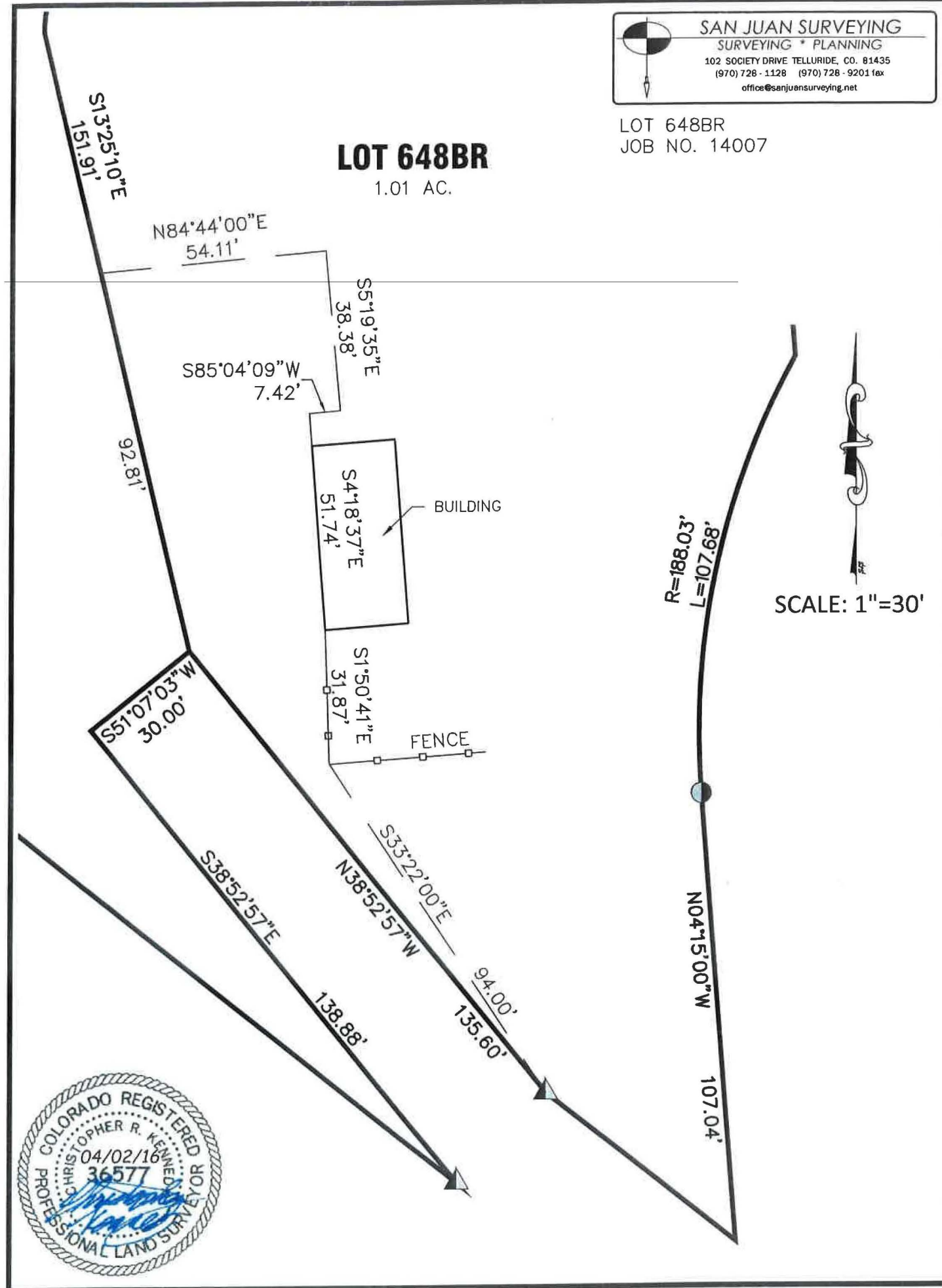
Notary Public

My commission expires: _____

EXHIBIT "A"
(Depiction of Easement Area)

LOT 648BR
 JOB NO. 14007

LOT 648BR
 1.01 AC.



SCALE: 1"=30'





**SAN JUAN
SURVEYING**

P.O. Box 3730
102 Society Drive
Telluride, Colorado 81435

Ph. 970-728-1128 Fax 970-728-9201

office@sanjuansurveying.net

Easement Description

A tract of land located within Lot 648BR, Telluride Mountain Village, Filing 22, according to the Plat filed November 8, 2002 in Plat Book 1 at page 3074, being more particularly described as follows:

BEGINNING at the south corner of Lot 648BR and Lot 649R, Thence North $13^{\circ}25'10''$ West, 92.81 feet along the west property line of Lot 648BR;
Thence North $84^{\circ}44'00''$ East, 54.11 feet;
Thence South $5^{\circ}19'35''$ East, 38.38 feet;
Thence South $85^{\circ}04'09''$ West, 7.42 feet;
Thence South $4^{\circ}18'37''$ East, 51.74 feet on the west face of the existing building;
Thence South $1^{\circ}50'41''$ East, 31.87 feet along the west face of the existing fence
Thence South $33^{\circ}22'00''$ East, 94.00 feet to the property line of Lot 648BR;
Thence along the south line of Lot 648BR, North $38^{\circ}52'57''$ West, 135.60 feet to the POINT OF BEGINNING

Containing 5,049 Square Feet

County of San Miguel
State of Colorado



DASHBOARD

**Mountain Village Police Department
Semi Annual Report to Town Council
WINTER: October 2015 through March 2016**

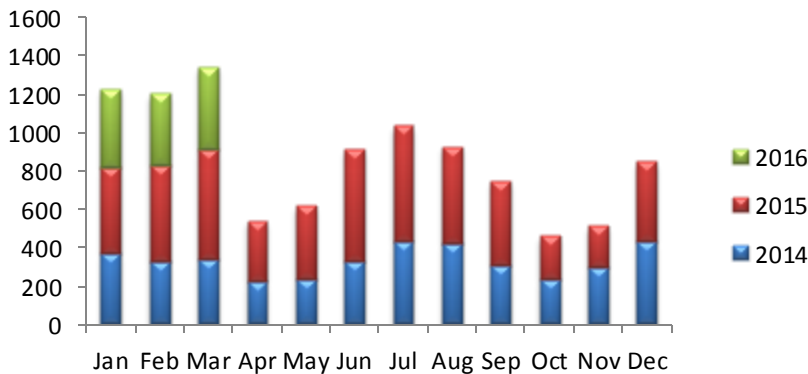
SUMMARY

- MVPD achieved their goals through realization of public trust and confidence.
- Overall service calls are down 2% over prior winter season. Investigations and arrest increases led to cases being set for county and municipal trial affecting routine patrol activities.
- Staff attended POST mandated 24 hours inservice training, meeting police certification requirements.
- Continued quarterly regional law enforcement luncheons that included District Attorney’s Office, San Miguel Resource Center, Juvenile Diversion and San Miguel County Department of Social Services.
- Staffing challenges included 1 vacancy and 1 light duty assignment (officer injured during an arrest), accounting for 50% of patrol staff; 33 contracting/overtime shifts covered and 49 shifts covered by Chief and/or Deputy Chief.

KEY SUMMARY POINTS

	CHANGE	OCT '15- Mar '16	Oct '14- MAR '15	KEY TAKE-AWAYS
Calls for Service	↓ 50	2441	2491	<ul style="list-style-type: none"> ▪ 2% Decrease in overall calls ▪ Decrease attributed to: <ul style="list-style-type: none"> * Proactive community policing activities; * Staffing shortages (December –March): 1 FTE & 1 Light Duty (Injury) .
Mix	<ul style="list-style-type: none"> <i>In-Person</i> <i>Dispatch</i> <i>Officer Initiated</i> 	<ul style="list-style-type: none"> ■ 106 (4%) ■ 783 (32%) ■ 1,552 (64%) 	<ul style="list-style-type: none"> ■ 76 (3%) ■ 719 (29%) ■ 1,696 (68%) 	
Avg Response Time (mins)	↑ 00:34	7:21	6:47	<ul style="list-style-type: none"> ▪ Slight Increase remaining within professional standards
Investigations	↑ 23	118	95	<ul style="list-style-type: none"> ▪ Complex time demanding calls increased
Arrests	↑ 3	12	9	<ul style="list-style-type: none"> ▪ 16 Additional non-custodial arrests,
Traffic Contacts	↑ 3	70	67	<ul style="list-style-type: none"> ▪ Speeding and stop sign violations were proactively enforced through an education, warn and cite philosophy.

ANNUAL ACTIVITY PATTERNS



- Seasonal trends illustrate consistencies in calls for service;
- Officer initiated pro-active stewardship increased significantly over prior winter
- Increases in skiing alcohol related calls

Mountain Village Police Department
Semi Annual Report to Town Council
WINTER: October 2015 through March 2016

POLICE DEPARTMENT PROGRAM NARRATIVE

The delivery of quality service, both timely and courteous, shall be the mandate that guides the members of the Mountain Village Police Department, always with the intent of solving problems for those who ask for assistance. The Mountain Village Police pledge is to embrace all the citizens in solving problems, both routine to law enforcement and those unique to the community. Mountain Village Police will solicit citizen input, ideas and guidance, for it is only through this relationship that we truly meet or exceed their needs.

DEPARTMENT GOALS

- ❖ Maintain a high level of public trust and confidence with the community
- ❖ Maintain a high level of visibility while on pro-active police patrols
- ❖ Maintain a high level of community oriented policing by conducting quality foot patrols
- ❖ Respond to calls for service in a courteous, professional, and timely manner

PERFORMANCE MEASURES

- ✓ Through regularly scheduled community surveys, score an average satisfactory approval rating of 75% with no individual category rated below 60%
- ✓ Officers should patrol by vehicle no less than 30 miles per shift, all roads patrolled as least once per 10 hour shift
- ✓ Officers should patrol the business areas on foot an average of 2 hours per shift
- ✓ Calls for service are to be handled within 15 minutes of origination and with generation of little or no complaints

PERFORMANCE REPORT

A. Regularly scheduled community surveys

We have initiated community surveys in the past producing little feedback, Officers are directed to hand every citizen they encounter a business card to promote community engagement.

B. Patrol no less than 30 miles per shift

Staff performance exceeded the expectation with a six month average of 65 miles per shift. *Reference Appendix "A" Chart 1.*

C. Patrol on foot as average of 2 hours per shift

Foot patrols in the core areas were lower than our goal in the season; decreases can be attributed to staffing shortages. *Reference Appendix "A" Chart 2.*

D. Calls for service, within 15 minutes

MVPD average response time this reporting period is 7 minutes 21 seconds from the time an officer receives the call from dispatch until the officer arrives on scene. Last season this was 6 minutes 13 seconds. This reported response time is for criminal activity and priority response calls; other calls for service response may be extended depending on officer availability and the type of call. MVPD experienced no complaints on response time for service calls.

E. Call Volume

Steady yearly increases are noted along with season specific trends. To date call volume indicates expected increases throughout the year. This period MVPD received 2,441 calls for service as compared to 2,491 this same reporting period last year. *Reference Annual Activity Patterns Chart page 1.*

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F. Call Tyles and Categories

Every call was tracked by the type of service request and segregated into categories of Protect and Service.

- Protect encompasses 26 categories that include criminal investigations that often are violations of state, county, and municipal laws. *Reference Appendix "A" Chart 3.*
- Service categories include a larger portion of Community Oriented Policing activities; administrative services (fingerprinting), assisting other agencies (police, medical, and fire), animal problems, motorist/citizen assists, and civil matters that encompass 23 types of service. *Reference Appendix "A" Chart 4.*

LAW ENFORCEMENT ACTIVITY

A. Monthly Summary Reports

The activity that is reported monthly to Town Council (BaGAR) includes data from both Protect and Service categories; these reported statistics include this six month reporting period and demonstrate where staff services were required. *Reference Appendix "A" Chart 5.*

B. Call Initiator Categories

Calls for service are tracked to identify how they are received and/or initiated revealing MVPD staff maintained high levels of self-initiated activity also referred to as proactive patrols and services. Officer initiated 73% of the calls for service maintaining high visibility that deters criminal activity and promotes community oriented policing. *Reference Appendix "A" Chart 6.*

C. Traffic Enforcement

Traffic details and enforcement are largely performed on a three tier philosophy allowing MVPD officers to engage community members and visitors using an education approach that can include warnings. The statistics reinforce the need to maintain traffic patrols as speeding and failure to stop at stop signs collectively account for 86% of the activity. *Reference Appendix "A" Chart 7.*

DEPARTMENT HIGHLIGHTS

- Successfully transitioned to the Western Colorado Regional Dispatch Center and promoted community notification through the distribution of magnets with contact information for fire and police calls.
- Developed a training partnership with the Grand Junction Police Department allowing staff to cost effectively obtain annual Peace Officer Certification training requirements.
- Staff began teaching at the Delta-Montrose Technical College Police Academy in support of future law enforcement professionals while building policing standards.
- Received two minor performance complaints related to vehicle operations.
- Supported Telluride Adaptive Sports Program through Chief Broady's donation of "Chief for a Day" that was auctioned during their annual fund raiser. "The Chief for a Day" will shadow and perform duties alongside Chief Broady later this year.
- **Colorado lost 7 Police Officers in the line of duty** this reporting period. MVPD staff attended two of those funerals supporting the communities, their police, and surviving families.

*Respectfully submitted,
Rachelle Redmond for*



Chris G. Broady
Mountain Village Chief of Police

Mountain Village Police Department
Semi Annual Report to Town Council
WINTER: October 2015 through March 2016
APPENDIX "A"

Chart 1

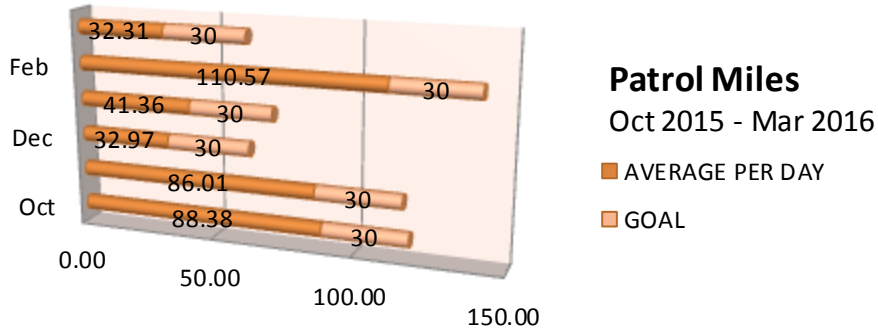


Chart 2

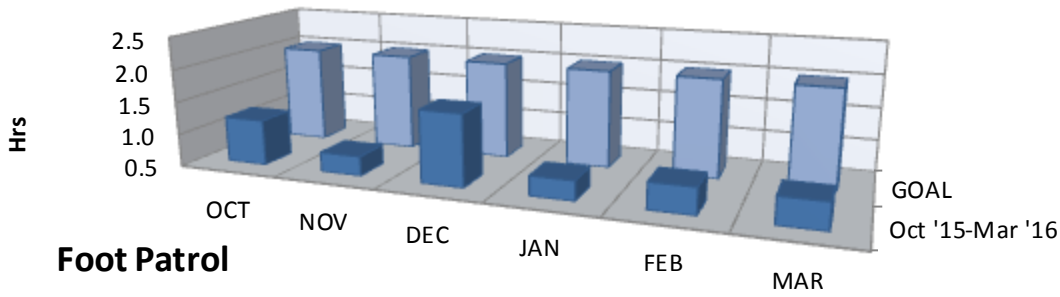
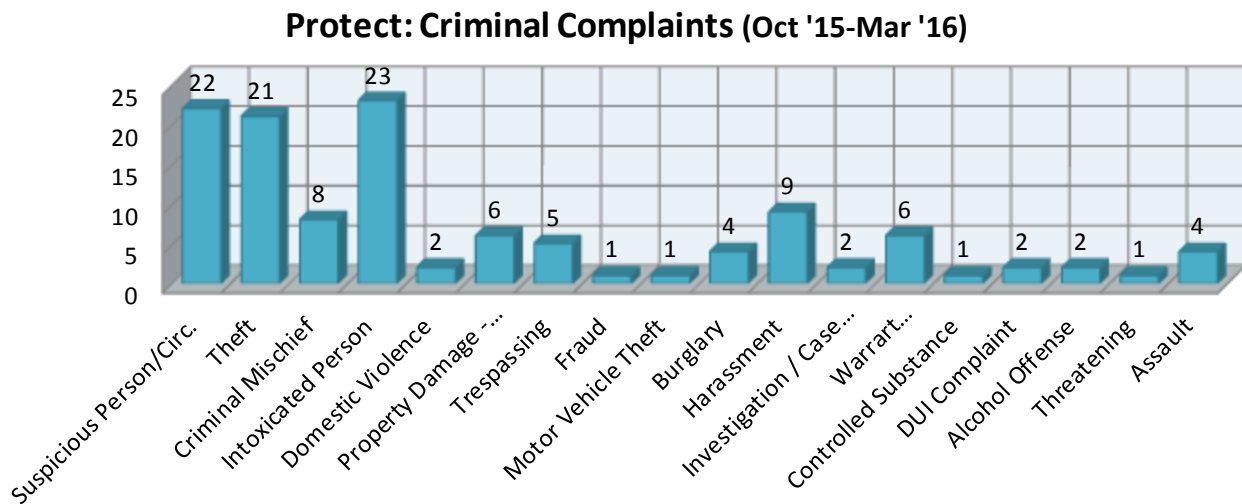


Chart 3



Mountain Village Police Department
Semi Annual Report to Town Council
WINTER: October 2015 through March 2016
APPENDIX "A" Continued

Chart 4

Service: Activity Calls (Oct '15-Mar '16)

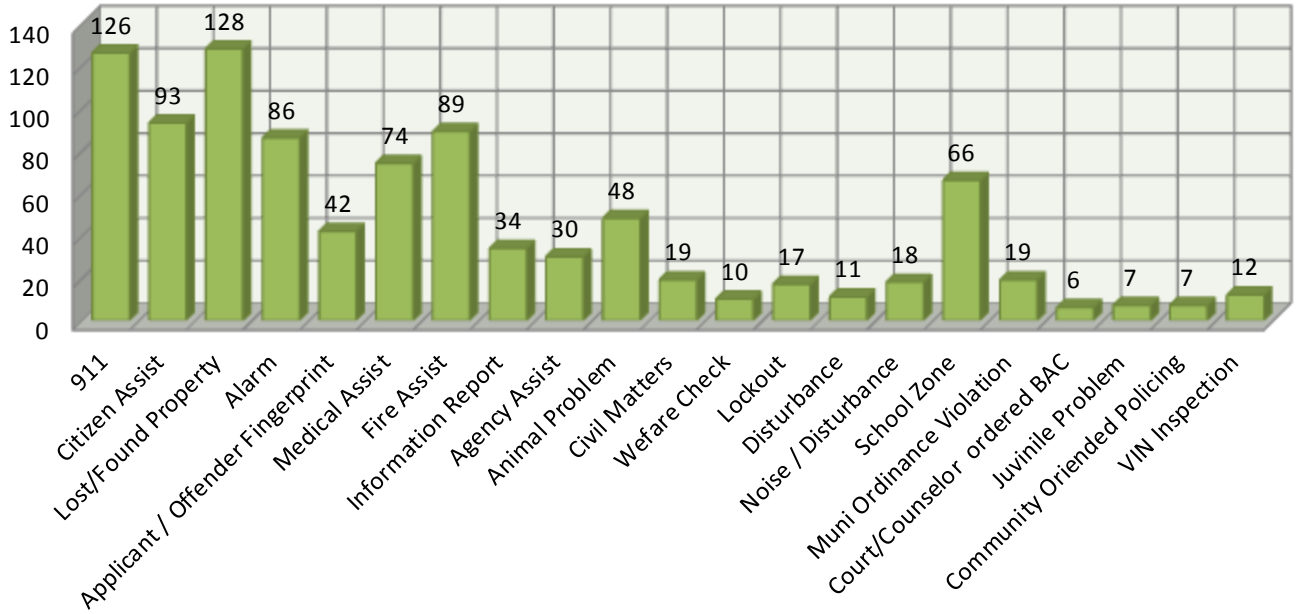
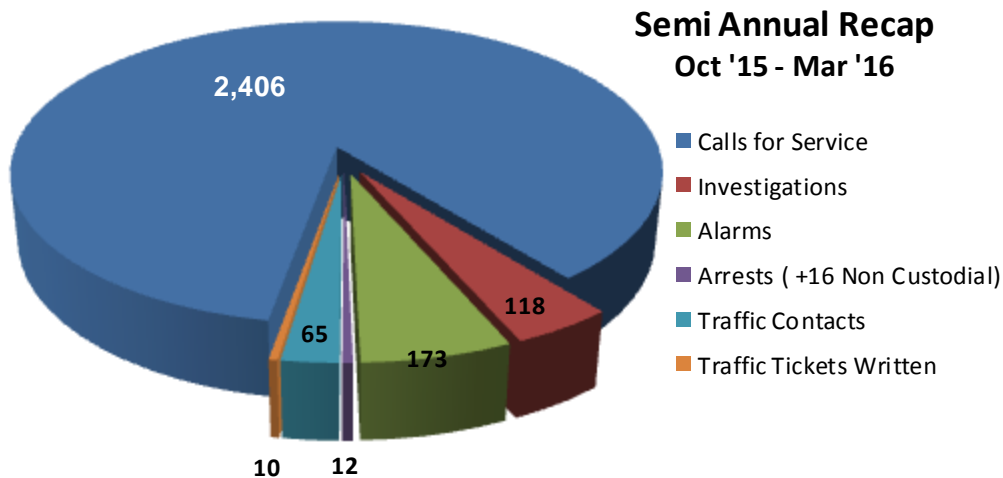


Chart 5



Mountain Village Police Department
Semi Annual Report to Town Council
WINTER: October 2015 through March 2016
APPENDIX "A" Continued

Chart 6

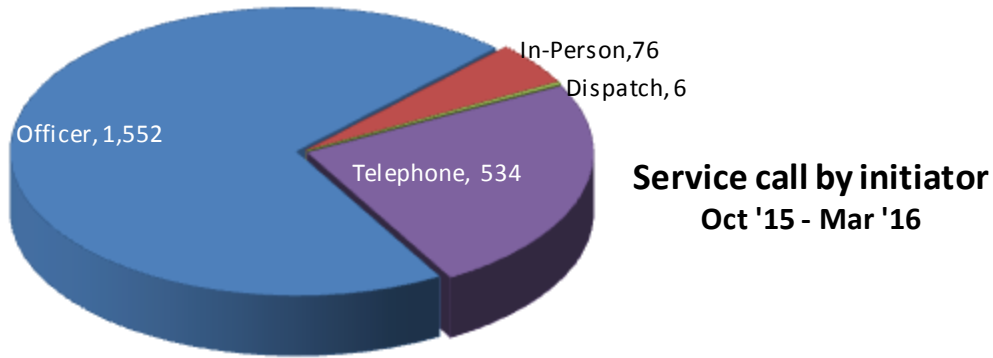
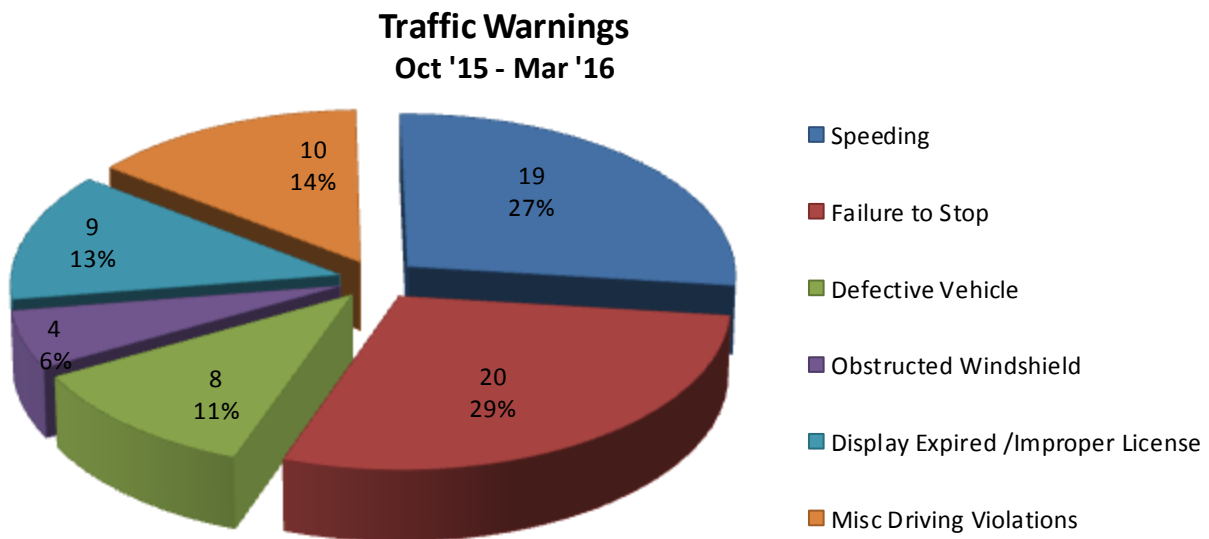


Chart 7





**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

Agenda Item No. 20

TO: Town Council
FROM: Glen Van Nimwegen, Director
FOR: Meeting of April 21, 2016
DATE: April 13, 2016
RE: Planning and Development Services Update

Projects

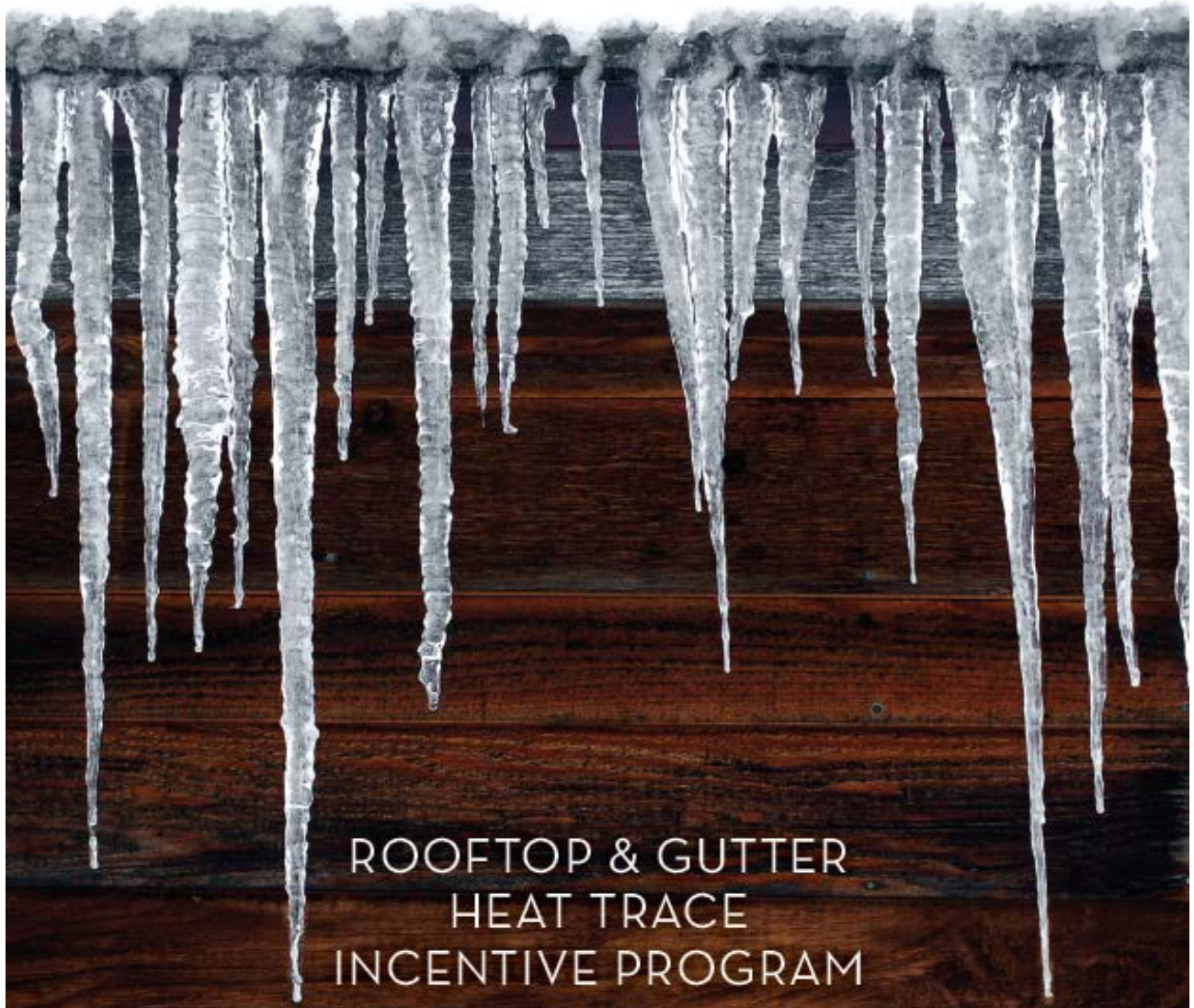
Our last update to Council was October, 2015. The period between the shoulder seasons has typically been busy for the Planning and Development Department, but things really take off in the spring and summer. Staff expects this year will stay true to this trend. In January Colleen Henderson began her position as a Planner II. Some projects that have progressed since last October include:

1. **Building Permit Software.** We hired Meritage Systems of Fort Collins late last year to implement new permitting software that will benefit staff and our permitting clients. It has taken longer than expected to implement, but we should go live with the new program next week. Staff has been inputting historical data, working out payment tables and will be previewing it with some contractors on Monday, April 18. The system allows contractors to enter new permit requests, make payments, schedule inspections and learn the results on their smart phone. We are also working on expanding the system to include submittals of design review applications.

In March we were successful in winning a grant from the State of Colorado's Statewide Internet Portal Authority (SIPA). The purpose of the grant is to help one of our partner agencies adopt a similar permit system that will make coordination between us smoother to the benefit of our development customers. The partner candidates would be the Town of Telluride, San Miguel County or Telluride Fire District.

2. **Forest Management and Fire Mitigation.** Staff presented the proposed grant program to assist homeowners with creating defensible space around their homes at the March Council meeting. We are working on the details of that program which will kick off after the June community meeting.
3. **Heat Trace Timer Grant.** Staff presented this program to Council on February 11th as one of a number of energy incentives. The program will provide a timer for existing heat trace systems and cause substantial energy savings. Below is a promotional flyer created by Nichole Zangara to advertise the program which we will launch this spring and provide opportunities to apply over the summer.

TAKE CONTROL. SAVE.



ROOFTOP & GUTTER HEAT TRACE INCENTIVE PROGRAM

STEP 1



Hire a Colorado-licensed electrical contractor to inspect your heat trace system.

STEP 2



Ask your contractor to email the inspection report with suggested improvements to you and to our Mountain Village building inspector.

STEP 3



The building inspector will contact you if it is determined that your home, based on the report's findings, would benefit from improved controls. If it does, we will offer one controller for free (a value of \$380).

THE PAYBACK IS FAST & SIMPLE

Learn more at townofmountainvillage.com/residents/incentive-programs/heat-trace-incentive-program

Using an estimated 25 amps and 230 volts supplying a heat trace system on a home without controls from November to March costs approximately \$2,277 per zone. With the use of controls and a properly installed system, you could save 30- to 50-percent, weather dependent. This incentive program ends June 30.

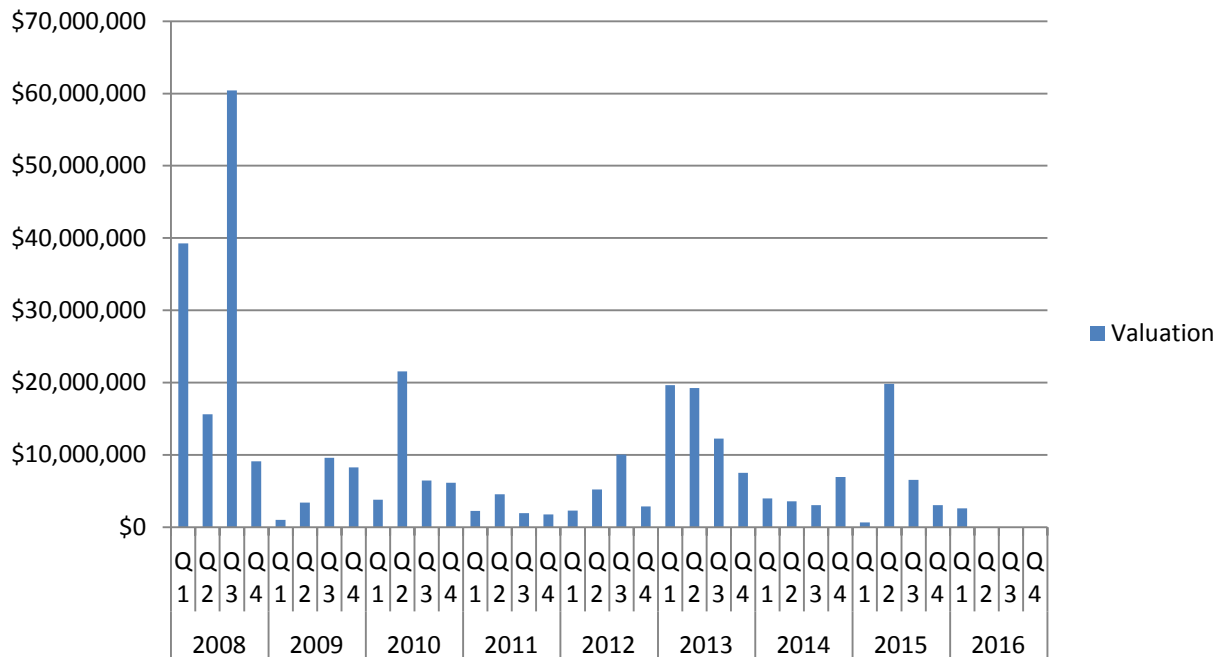
4. **Town Hall Center Subarea Planning Committee.** In February the Council approved the Memorandum of Understanding to share the planning process with TMVOA and TSG. Since then the committee has met two times. Town and TMVOA staff have drafted a Request for Qualifications to hire a planning consultant to assist with the effort. The RFQ will be posted on the website for the American Planning Association to get national exposure; Downtown Colorado Incorporated for Colorado exposure and The Orbit for local consultants. We will also send the RFQ to a small group of consultants that have been identified because of their relevant experience. We expect the Committee to be interviewing consultants next month and possibly starting the planning process in June.

5. **Village Court Apartments.** Some physical improvements are underway now to replace the parking lot concrete drainage pans. This is in anticipation of resealing and restriping the parking lot next month. Some of the other improvements planned for this summer include several outdoor decks (not attached to buildings) and bike barns.

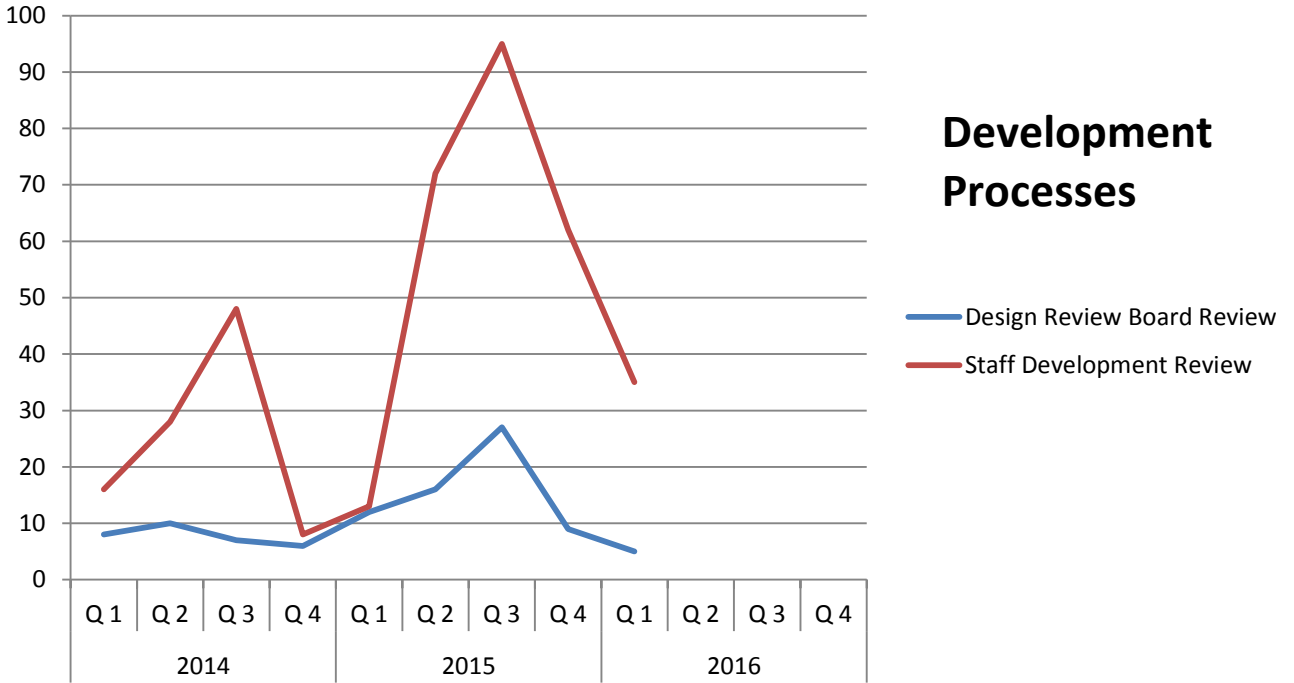
Development Services Activity

The graph below maps the value of new construction since 2008. After the recession in 2011, the town’s building activity has bumped along with a peak in new construction valuation for 2013, only to drop again in 2014. This year we are cycling back up and staff expects to see another peak in the spring and summer. Last quarter the number of permits is up 89% from the same period last year, and the valuation of those permits is 233% greater than the same quarter in 2015. Staff does expect the trend to continue up in the second and third quarters of 2016 due to the increase in Design Review activity.

Building Permit Valuation



Design Review Board agenda items are showing a steady increase. Staff is projecting large agendas for May and June which will include approximately eight new homes.





**TOWN OF MOUNTAIN VILLAGE
TOWN MANAGER
CURRENT ISSUES AND STATUS REPORT
APRIL 2016**

1. Great Services Award Program

▪ **April Great Services Award:**

- Due to spring break, nominations and voting for April did not take place prior to the Council deadline and will be reported in May

2. Email Project from Council Retreat

- We completed segmenting the current MBD data base identifying the 288 voters who provided us with email addresses by resident and non-resident status

3. Medical Center

- Another meeting was held between the Town and the Telluride Hospital District to finalize a response to the Army Corps latest round of questions. A further update will be provided during executive session

4. TSG Items

- TSG agreed to the conveyance of Access Tract F22-1 (Boulders Access Tract) and executed the Quiet Claim Deed. This will allow us to proceed with improvements this summer if Council is favorably disposed. Several agenda items are on the April 21st agenda that will allow this project to move forward

5. RTA

- Met multiple times with Greg Clifton, Lynn Black, Chris Keating, Dan Caton, Jim Loebe and Nina Kothe to develop polling questions for a poll to be conducted following spring break
- Nichole assisted us in developing and implementing an advertising plan to encourage participation in the phone poll on extremely tight deadlines
- In concert with Lynn Black and Greg Clifton, prepared and developed the agenda and packet materials for the March 28th RTA meeting
- The next RTA meeting is scheduled April 28th at 9:30 in our Council Chambers

6. Crown Castle and Cell/Data Upgrade

- Consideration of the franchise agreement at a first reading is scheduled on the April 21st Council agenda

7. Miscellaneous

- Met with the representatives of Gondola Plaza Parking Condo Association and finalized the addendum to the Settlement Agreement which allows for more time to develop a non-hydronic snowmelt system for Sunset Plaza. GPPCA has executed the addendum and Town will do so next week
- Continued to work on the Benchmarking Study, including meeting with two prospective bidders and submitting answers to the questions submitted following this meeting. We received bids from Mountain States Employers Council, Inc. and RPI Consulting LLC. The deadline for awarding the bid is April 25th and the Committee will meet to make that decision
- Met multiple times with representatives of Blue Mesa Lodge in order to coordinate and assist with an improvement plan for waterproofing surrounding the Blue Mesa Lodge and the installation of infrastructure for snowmelt throughout the breezeway between Blue Mesa Lodge and Blue Mesa Condos. Work commenced on April 11th
- The Budget and Finance Committee met on March 15th to continue developing direction for staff for the 2017 budget. Council goals and directives were reviewed and will be brought back for further Council discussion at the April 21st Council meeting