

**TOWN OF MOUNTAIN VILLAGE  
TOWN COUNCIL REGULAR MEETING  
THURSDAY, AUGUST 18, 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	5	Johnston	Action	Consideration of Approval of Minutes of the July 21, 2016 Regular Town Council Meeting
5.	9:40	10	Nuttall	Informational	TRAA (Telluride Regional Airport Authority) Bi-Annual Report <i>(To be Continued to the September Council Meeting)</i>
6.	9:50	15	Martelon	Informational	MTI (Marketing Telluride Inc.) Quarterly Report
7.	10:05	5	Abbott	Action Public Hearing	Second Reading, Public Hearing and Council Vote on an Ordinance Amending Section 3.04.040 of the Municipal Code to Update Statutory Reference
8.	10:10	15	Abbott Kennefick	Action	Election Items: <ul style="list-style-type: none"> <li>a. Consideration of a Resolution to Approve an Intergovernmental Agreement with the San Miguel County Clerk for the Purpose of Conducting a Coordinated Election on November 8, 2016</li> <li>b. Consideration of an Emergency Ordinance Calling a Special Election for November 8, 2016 for the Purpose of Voting on the Formation and Funding of a Regional Transportation Authority</li> <li>c. Consideration of a Resolution Certifying Ballot Questions for the Special Election on November 8, 2016</li> </ul>
9.	10:25	15	Van Nimwegen	Action <b>Quasi-Judicial</b>	Consideration of a Resolution to Modify the Pending Minor Lot Line Adjustment Plat for Lots 376RA, 387R and Access Tract A-376R
10.	10:40	30	Van Nimwegen Mahoney	Action	First Reading and Setting a Public Hearing on Proposed Amendments to the Community Development Code (CDC) to Prohibit Lot Splits and Transferring Additional Density; and Limiting Rezoning in the Single-Family Residential District
11.	11:10	30	Strome	Informational	Update by Mr. Richard Strome with Century Link Regarding Recent Phone and Internet Service Outages
12.	11:40	5	Kjome Mahoney	Action	First Reading, Council Vote and Setting of a Public Hearing on an Ordinance Revising Water and Sewer Regulations (Ordinance No. 2013-08)
13.	11:45	15	Goodtimes	Action	Discussion on Support of Indigenous Peoples Day October 8, 2016 Including Funding Request
	12:00	30			<b>Lunch</b>

14.	12:30	20	Reed Mahoney Montgomery	Action	Consideration of Moving Forward on the Purchase of Park Land Associated with Lot 640A and Direction to Staff to Draft and Present a Purchase and Sale Agreement for the Purchase of the Park Land
15.	12:50	15	Jansen Montgomery	Work Session	Discussion of a Parking Agreement for Gondola Parking Garage Between Town of Mountain Village, TMVOA (Telluride Mountain Village Owners Association), and TSG (Telluride Ski and Golf)
16.	1:05	15	Swain Vergari	Presentation Action	Finance: a. Presentation of the July 2016 BAGAR (Business & Government Activity Report) b. Consideration of the June 30, 2016 Financials
17.	1:20	20	Montgomery Mahoney	Work Session	Discussion with Continental Acquisition Corporation Regarding the Purchase of Village Court Apartments
18.	1:40	20	Zumstein	Presentation	Discussion with the Regional Forest Service Regarding Shared Resources
19.	2:00	30	Van Nimwegen	Work Session	Joint Discussion with the Design Review Board on the Design Regulations of the Community Development Code
20.	2:30	15	Drew Stuffings	Presentation	San Miguel Watershed Coalition's 2016 Accomplishment Report and 2017 Budget Request Submittal
21.	2:45	20	Stenhammer	Informational	2016 TCC (Telluride Conference Center) Update
22.	3:05	30	Reich	Work Session	Discussion of the Tri County Health Network's San Miguel Behavioral Health Strategic Plan
23.	3:35	15	Drew	Informational	Launch of New Smart Irrigation Controls Water Conservation Incentive Program
24.	3:50	10	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
25.	4:00	15	Kunz Montgomery	Informational	Staff Reports: a. Human Resources b. Town Manager
26.	4:15	5	Johnston		Other Business: a. Notice of TRAA Board seat expiration
27.	4:20				Adjourn

Please note that times are approximate and subject to change.

08/08/16

jk

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A minimum of 48 hours advance notice is required so arrangements can be made to locate requested auxiliary aid(s).

**TOWN OF MOUNTAIN VILLAGE  
MINUTES OF THE JULY 21, 2016  
REGULAR TOWN COUNCIL MEETING**

**AGENDA ITEM #4**

The meeting of the Town Council was called to order by Mayor Dan Jansen at 8:31 a.m. on Thursday, July 21, 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 (for portions of the meeting by conference call; and joined the meeting in person at 3:19 p.m.)  
Dan Caton  
Michelle Sherry  
Bruce MacIntire

**The following Town Council members were absent:**

Also in attendance were:

Kim Montgomery, Town Manager	Paul Major
Jackie Kennefick, Director of Administration/Town Clerk	Anton Benitez
Susan Johnston, Deputy Town Clerk	Karen Guglielmone
Christina Meilander, Administrative Services Coordinator	Doug Tooley
David Reed, Town Attorney	Keith Brown
Jim Mahoney, Assistant Town Attorney	Chris Hawkins
Sarah Abbott, Associate Attorney with Town Attorney's Office	Greer Garner
Kevin Swain, Finance Director	Lisa Heman
Julie Vergari, Chief Accountant	Liz Caton
Chris Broady, Police Chief	Tim Johnson
Rachelle Redmond, MVPD	Dominic Mauriello
Mark Martin, MVPD	Ellie Reuhl
Jodi Miller, Administrative Assistant/Court Clerk	Shannon Swyka
Glen Van Nimwegen, Dir. of Planning & Development Services	Robert Stenhammer
Dave Bangert, Forester/Planner	Phil Evans
Deanna Drew, Director of Plazas & Environmental Services	Nick Swyka
Jim Loebe, Director of Transit & Recreation	Michael Lynch
Finn Kjome, Director of Public Works	Bill Whitehurst
Heather Knox	B. Garland
Leslie Browning	Trevor Browning
Tom McGuire	Greg Pack
Dan Reedy	Ben Jackson
David Eckman	L. Garland
Jack Schull	Banks Brown
Luke Trujillo	Jack Schultz

**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 Bruce MacIntire 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 at 8:31 a.m.

Council returned to regular session at 9:56 a.m.

**Public Comment for Non-Agenda Items (3)**

Public comment was received by Doug Tooley.

**Acknowledgement of Service of our Mountain Village Police Officers (4)**

Mayor Jansen acknowledged Mountain Village police officers and thanked them for their service. In light of recent events around the country, Town Manager Kim Montgomery took a minute to pay tribute to all officers across the county and especially to the Mountain Village officers and thanked them for their service.

**Consideration of Approval of Meeting Minutes of the June 16, 2016 Regular Meeting (5)**

On a **MOTION** by Dan Caton and seconded by Marty McKinley, Council voted unanimously to approve the June 16, 2016 Town Council meeting minutes with the addition of the following statement: *“Task force members include Jim Royer, Bill Jensen, Jeff Proteau, Anton Benitez, and Pete Mitchell”* to the update on the Town Hall Subarea Plan.

**First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Amending Section 3.04.040 of the Municipal Code to Update Statutory Reference (6)**

Associate Town Attorney Sarah Abbott presented the above item stating that the purpose of this Ordinance is to correct a reference to the Colorado Revised Statutes and amend the Code to reflect the change. On a **MOTION** by Laila Benitez and seconded by Dan Caton, Council voted 7-0 to approve on first reading an Ordinance amending section 3.04.040 of the Municipal Code to update a statutory reference and to set the second reading, public hearing and final Council vote for August 18, 2016.

**Discussion on the Construction of a Sidewalk Along South Side of San Juan Avenue Between Aspen and Oak Streets in Telluride (7)**

Director of Planning and Development Services Glen Van Nimwegen presented the above item and introduced Karen Guglielmon, the Town of Telluride’s Department of Public Works’ Environmental and Engineering Division representative. The Town of Telluride has recently approved revisions to their Streetscape Standards which include changes to the south side of San Juan Avenue adjacent to the Gondola building, to include a six foot wide sidewalk that will deter pedestrian traffic on San Juan Avenue. The Town of Mountain Village owns the property where the sidewalk is proposed, and in order to complete the sidewalk, significant changes would be required to the southwest corner of the Gondola building. The approximate costs include:

- |                                   |           |
|-----------------------------------|-----------|
| a. Side walk                      | \$25,000  |
| b. Gondola Building Modifications | \$100,000 |
| c. Expand the snow melt system    | TBD       |

Several issues need to be addressed:

1. The cost of the snow melt system is predicated on whether the current system could be expanded to include the new sidewalk.
2. The use of the gondola building has been studied by a consultant, who found that efficiencies of loading and unloading of the gondola would be improved with a reconfiguration of the building’s entrance and exit.
3. How will costs be shared between Mountain Village, TMVOA (Telluride Mountain Village Owners Association) and The Town of Telluride?
4. The sidewalk should not conflict with the potential of developing a park at the site.
5. Who bears the maintenance responsibility for the sidewalk?
6. Would HARC (Historic and Architectural Review Commission) have to approve the gondola building modifications?

7. Does the sidewalk become a Town of Telluride right-of-way?

Ms. Guglielmono stated that in order to have the project completed by fall 2017, construction would have to begin April 2017. The gondola building re-configuration is the biggest part of the project. Transit and Recreation Director Jim Loebe stated that the building restructure would have a positive effect on traffic flow. He added that the new sidewalk would be contiguous to the proposed pocket park and would not inhibit future gondola expansion. Mr. Van Nimwegen stated that staff will meet with representatives of TSG (Telluride Ski & Golf) and TMVOA to discuss the project. Council discussion ensued regarding how the reconfiguration of the southwest corner of the station would affect how the riders enter the terminal. Public comment was received by Tom Kennedy and Doug Tooley. Council directed staff to proceed with gathering answers to the above questions and move forward with the process.

Cath Jett left the meeting at 10:50 a.m.

**First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Approving Proposed Amendments to the Community Development Code Regarding Rezoning and Lot Splits in the Single-Family District (8)**

Glen Van Nimwegen presented the above Ordinance stating that Council directed staff at the June 16, 2016 Town Council meeting to draft an Ordinance to reflect the following changes to the CDC:

1. Increase the area required for a Single Family Planned Unit Development (SFPUD) to six acres
2. The resulting Single Family lots shall have a minimum lot size of three acres
3. The SFPUD
4. Increase the area requirement for providing written notice from 400 feet to 1,500 feet
5. Community benefits must be provided with the SFPUD

DRB (Design Review Board) met July 7, 2016 to review the recommendation from staff and their recommendation is as follows:

1. DRB asked that Town Council reconsider the ability to subdivide single family lots at all. The DRB's overall preference is that subdivision of single family lots should be prohibited.
2. If Town Council decides to continue to allow the ability to subdivide single family lots, the language proposed by staff is recommended; with the condition that lots are only eligible for one subdivision.

Public comment was received by Bill White, Phil Evans, Nick Swyka, Dominic Mauriello, Mike Lynch, Anton Benitez, and Shannon Swyka. Council discussion ensued. On a **MOTION** by Marty McKinley and seconded by Dan Caton, Council voted 5-1 with Dan Jansen dissenting (Cath Jett was absent), to deny on first reading the Ordinance amending the Community Development Code regarding rezoning and lot splits in the Single-Family District, with direction to staff to bring back an Ordinance amending the Community Development Code prohibiting subdivision of lots in the Single Family Zone District. Council also directed staff to consider a Comprehensive Plan modification in line with today's direction regarding prohibiting single family subdivisions.

**Consideration of an Emergency Ordinance Extending the Temporary Moratorium Prohibiting the Rezoning of Single Family Lots (9)**

Town Attorney David Reed presented the above Emergency Ordinance stating that the Ordinance extends the temporary moratorium on the rezoning of single family lots that was established by Ordinance at the April 2016 Town Council meeting. Under this ordinance, the moratorium would be extended to the earlier of 30 days following the second reading and adoption of an ordinance amending Section 17.3.4(F)(4) of the Community Development Code or November 1, 2016. The Mayor opened the public hearing. There was no public comment. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Dan Caton and seconded by Michelle Sherry, Council voted 6-0 (Cath Jett was absent) to approve an Emergency Ordinance extending the temporary moratorium prohibiting the rezoning of single family lots to November 1, 2016.

**Council Boards and Commissions Updates: (10)**

**a. Eco Action Partners(EAP) –Sherry**

There was no report.

**b. Telluride Historical Museum-Sherry**

Michelle Sherry discussed upcoming museum events including the 50<sup>th</sup> Anniversary Golden Gala Fundraiser on July 28<sup>th</sup> at The Peaks Resort and Spa; An Evening with Ken Burns' film. The *National Parks: Americas' Best Idea* on August 28<sup>th</sup>; and ongoing Fireside Chats in Mountain Village and Historic Walking Tours. Ms. Sherry reminded everyone to renew their museum memberships.

**c. San Miguel Watershed Coalition – Jett**

There was no report.

**d. Colorado Flights Alliance (CFA) – Jansen**

Mayor Jansen stated that CFA is working aggressively to bring service back to the Telluride Regional Airport.

**e. Transportation & Parking- Benitez/MacIntire**

July 31<sup>st</sup> is the deadline to determine if a fee will be charged in the Gondola Parking Garage for the winter season. The committee is waiting for a response from Bill Jensen of TSG.

**f. Budget & Finance Committee – McKinley/Caton**

Marty McKinley stated that the Budget & Finance Committee will meet on August 8<sup>th</sup> to take a first look at the Revised 2016 and Proposed 2017 budgets submitted by staff.

**g. Gondola Committee – McKinley/Caton**

There was no report.

**h. Mayor's Update – Jansen**

The Telluride Foundation is in discussion to utilize the Pandora Mill (industrial building) as an art district venue. The Mayor encouraged Council members to take a waste water treatment tour, stating that it is a great way to explain the capacity expansion upgrade and help the public understand the need.

Cath Jett rejoined the meeting at 11:57 a.m.

**Finance: (11)**

**a. Presentation of the June 2016 Business & Government Activity Report (BAGAR)**

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

**b. Consideration of the May 31, 2016 Financials**

Mr. Swain stated that May sales tax was down from last year's numbers. Council discussion ensued. On a **MOTION** by Marty McKinley and seconded by Laila Benitez, Council voted unanimously to approve the May 31, 2016 Financials as presented.

**c. Consideration and Acceptance of the 2015 Audit Report and 2015 Comprehensive Annual Financial Report**

Dalby Wendland & Company Audit Principal Lisa Hemann reported that the 2015 audit did not indicate any red flags. The audit is performed under general auditing standards and examines the policies and procedures of the entity. The auditors found that the Town's internal control structure is good and had no deficiencies. Marty McKinley congratulated Kevin Swain and Julie Vergari for winning the GFOA (Government Finance Officers Association) Certificate of Achievement for Excellence in Financial Reporting Award. Council discussion ensued. On a **MOTION** by Marty McKinley and seconded by Dan Caton, Council voted 7-0 to accept the 2015 Comprehensive Annual Financial Report.

**Staff Reports: (12)**

**a. Broadband & Cable**

Director of Broadband Services Steve Lehane presented his report stating the cable billing system has been upgraded and now allows customers to add services. Additionally, internet channels are now being offered. Steven Lehane and Nichole Zangara are working together to market the new system. Century Link representatives will attend the August 18, 2016 Town Council meeting to provide an update on the recent outages.

**b. Town Manager**

Kim Montgomery stated that the June *Great Services Award* went to Jessica Quinn in the Plazas and Environmental Services department for extreme patience and excellent customer service during event management. Ms. Montgomery noted that The Meadows Improvement Plan easement and backup generator easements have been completed and thanked TSG for working together to get this done. Dan Caton stated that the Mountain Village landscaping looks especially beautiful this year.

**Council took lunch from 12:21 p.m. to 12:40 p.m.**

**EAP (Eco Action Partners) Work Plan and 2017 Budget Request Submittal (13)**

EAP Director Heather Knox presented the above. Ms. Knox thanked Town Council for their continued support. The EAP Board consists of representatives from the Town of Mountain Village, the Town of Telluride, San Miguel County and SMPA (San Miguel Power Association). Ms. Knox detailed many of EAP's programs including:

- SMPA's Income Qualified Weatherization Program
- Regional Composting Program
- Sneffels Energy Board
- Greenhouse Gas Emissions Inventory and Energy Use Analysis
- Government Energy Use Analysis
- Building Energy Codes
- Greenlights LED Program
- San Miguel Energy Forums
- Green Projects Grant Program
- Truth or Dare School Program
- Green Business Certification Program

Ms. Knox stated that EAP is respectfully requesting funding in the amount of \$40,000 from The Town of Mountain Village for 2017. The request will be considered during the budget process. Council discussion ensued. Public comment was received by Doug Tooley.

**Discussion on Request for Proposal for the Potential Sale of VCA (Village Court Apartments) (14)**

Mayor Jansen stated that the Town has received an unsolicited offer to purchase VCA. Assistant Town Attorney Jim Mahoney stated that his office has worked with Town staff to deliver data points regarding VCA and set up potential goals for a sale of VCA which are noted in the packet memo. Council discussion ensued regarding the Town's fiduciary duty to the community to explore any offer. Council consensus was that VCA is a great asset to the community and should stay that way. Public comment was received by Leslie Browning, Doug Tooley, and Tom McGlade. Council discussion ensued and consensus was to designate a subcommittee of two Council members; Bruce MacIntire and Cath Jett, to define a list of conditions under which the Town may be willing to consider a sale of the property. A principal from the company that submitted the proposal has been invited to attend the August Town Council meeting for a work session. If it is determined that consideration of a sale of the property makes sense for the Town, an RFP (request for proposal) process will be initiated.

**Second Public Hearing for the Purpose of Receiving Public Comment on the Proposed Intergovernmental Agreement Creating the San Miguel Authority for Regional Transit (SMART)(15)**

Sarah Abbott presented the above item stating that Colorado Statutes governing transportation authorities require two public hearings on a proposed IGA (Intergovernmental Agreement), and that the purpose of this agenda item is to receive public comment. This is the second public hearing. The Mayor opened the public hearing. Public comment was received by Doug Tooley. The Mayor closed the public hearing.

**Consideration of Resolution Approving Execution of the Intergovernmental Agreement Creating the Proposed San Miguel Authority for Regional Transit Pending Voter Approval at the November 8, 2016 Election(16)**

Sarah Abbot presented the above item stating that the purpose for the Resolution is to approve execution of the IGA by the Mayor if voters approve formation and funding of SMART (San Miguel Authority for Regional Transportation). Council discussion ensued. On a **MOTION** by Dan Caton and seconded by Laila Benitez, Council voted 7-0 to adopt a Resolution conditionally approving execution of the SMART IGA subject to voter approval at the November 8, 2016 general election and authorize minor, non-substantive changes to the SMART IGA by the Town Attorney and Town Manager.

**Presentation by Telluride Foundation Regarding Use of Public Private Partnerships to Provide Workforce Housing (17)**

Telluride Foundation Director Paul Major presented the above item stating that the purpose of this presentation is to introduce the Telluride Foundation’s P3HS (P3 Housing Collaborative Implementation Strategy) which addresses the affordable housing crisis in the Telluride region. The Foundation is attempting to drive a non-political discussion on how to create workforce housing. A committee consisting of Dan Tishman, Glen Van Nimwegen, Lance McDonald, Mike Rozyicki., and Jeff Proteau will assist the Foundation in evaluating sites for workforce housing and compiling reports on the findings. The housing supply has decreased while the demand has increased, thus creating the crisis. The committee will draft a MOU (Memorandum of Understanding) between The Town of Mountain Village, The Town of Telluride and San Miguel County, authorizing the hiring of an owner’s representative professional to bring additional expertise and negotiating power to the table. The committee is considering an RFP (Request for Proposal) and providing incentives to developers who produce workforce housing units.

**Conceptual Work Session to Discuss PUD Amendment and Density Transfer to Convert First Floor Commercial Space (Restaurant) to Residential at See Forever Village, 117 Sunny Ridge Place (18)**

Glen Van Nimwegen presented the above item stating that at the May 19, 2016 Town Council meeting Council directed staff to present an alternative community benefit on the proposed PUD amendment, rezoning with a density transfer for Lot 105R1. The new proposed community benefits are as follows:

1. A cash contribution of \$60,000 that may be used for landscape maintenance, wayfinding signage or plaza improvements.
2. As a condition of the PUD, place the new unit under a UMA (unit management agreement) like other units at See Forever.
3. Place a 1% fee on monthly rents (*or a \$3500 one-time payment*) to be devoted to landscape maintenance unless the HOA (home owner’s association) takes over this responsibility.
4. Reduce the Town’s responsibility for the snowmelt system in the restaurant patio and the walkway to Lot 114.

Chris Hawkins presented for the applicant Dan Reedy stating that the above terms were agreeable. Council discussion ensued and the caveat of a \$3500 one-time payment was added as an option in lieu of the 1% fee on rentals. Council consensus was in support of the action and it was clarified that the PUD restrictions would stay with the property if it is sold.

Cath Jett left the meeting at 2:32 p.m.

Cath Jett returned to the meeting 2:53 p.m.

**Consideration to Initiate a Major PUD to Convert the First Floor Commercial Space (Restaurant) to Residential at See Forever Village, 117 Sunny Ridge Place (19)**

Glen Van Nimwegen presented the above item. Council directed staff to initiate the PUD amendment. This is a technical requirement to authorize the Town to be a joint applicant per the CDC (Community Development Code). Council discussion ensued. Public comment was received by Chris Hawkins and Dan Reedy. On a **MOTION** by Bruce MacIntire and seconded by Marty McKinley, Council voted 7-0 to authorize staff to initiate the Major PUD Amendment to the See Forever Planned Unit Development to convert the first floor commercial space to residential.

Cath Jett arrived at the meeting in person at 3:19 p.m.

**Joint Discussion with the Design Review Board (DRB) on the Design Review Process(20)**

Glen Van Nimwegen introduced DRB members Greer Garner, Phil Evans, David Eckman, Banks Brown, Keith Brown, Luke Trujillo, and Liz Caton. Mr. Van Nimwegen stated that a study session was held with DRB members and Jim Mahoney to discuss the following issues:

1. The new CDC regulations put pressure on the DRB to review and approve a project at one meeting.
2. Previously, DRB had sketch plan approval where the focus was on conceptual issues such as mass and scale, fit, roof form and other big picture issues. Then a final plan approval was scheduled to go



through details such as lighting, landscaping etc. With the process as it is now, there is only one step so they end up focusing on the details while the mass and scale, and the larger issues are getting overlooked.

3. If there are issues, the Board can continue to another meeting, but the pressure not to do this is a concern.
4. Added burden on staff to identify all of the issues and work with architects and owners prior to meetings. Staff gets even more push back, basically being told, “put it to the DRB” to determine. Mr. Van Nimwegen stated that he has seen this first hand and agrees with it. It is different for the DRB to tell an applicant “no” versus staff.
5. Big picture design issues are no longer discussed in work sessions.
6. Architects are submitting increasingly more non-compliant applications and taking advantage of the situation. There is not enough pressure to be compliant with regulations; thereby they seek multiple variations in one application. This may be due to projects located on increasingly more challenging lots. DRB suggested a threshold to where if an applicant seeks a variation or perhaps more than one variation, it automatically requires a two-step process.
7. Suggestion of mandatory work sessions was discussed, but DRB did not see that as a good alternative as a work session doesn’t always have the level of detail needed; isn’t noticed and DRB’s input is simply that rather than specific direction as it would be if it was a sketch plan review.
8. Two-step process gives the architect more time to work with the DRB and only extends the process by 30 or so days in what is in reality a three year process to get the house designed, approved and built.

A change to the process would likely require an amendment to the Community Development Code and is a two-step process involving noticing. Discussion ensued regarding whether a survey with visuals or public meetings would be more fruitful in engaging the community. Council directed Jim Mahoney to work with DRB to propose some revisions to the CDC. Council also directed Mr. Van Nimwegen to work with DRB on the design guidelines and the design review process, and bring suggestions back to Council.

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

### **Discussion Regarding Process to Replace Roofing in the Village Core (21)**

Glen Van Nimwegen presented the above item stating that TMVOA’s Executive Director Anton Benitez has been contacted by several building owners about the Town requirements for tile roofs in the Village Center. The CDC specifically dictates that:

*“Village Center roofing material shall be concrete tile or synthetic materials that emulate concrete tile of the color burnt sienna except for special copper accent roofs that shall require specific approval of the DRB.”*

The existing tile is no longer manufactured and a long term strategy regarding consistency of roofing materials in the Village Center needs to be explored. Council discussion ensued regarding the removal of tiles from secondary roofs and then storing the tiles for future use which would be a short term solution. Public comment was received by Phil Evans and Jim Schultz. The long term issue is to find an alternative solution to replacing roofing materials and maintaining a design consistency. Council directed staff to develop an approval process working through DRB, preserving removed tiles, creating a tile bank and potentially expanding the selection of acceptable tiles.

Marty McKinley left the meeting 4:20 p.m.

### **Other Business**

#### **a. Discussion on Evening Town Council Meetings**

Director of Administration/Town Clerk Jackie Kennefick asked Council to discuss whether or not to continue with evening meetings. Council directed staff to change the December 8, 2016 meeting time to 8:30 a.m. with the understanding that if a certain meeting topic warrants an evening meeting; the time can be changed. Council also directed staff to move the September Town Council meeting from the 15<sup>th</sup> to the 22<sup>nd</sup> due to a conflict with the Bob Miller Golf Classic – a major fundraiser for the Adaptive Sports Program.

#### **b. Other**

Director of Environmental Services Deanna Drew requested support for the Town to join the Colorado Communities for Climate Action Coalition administered by the Rocky Mountain Climate Institution. The plan is to hire a lobbyist and propose legislation at the federal level for climate change. The dues are \$1000 for 2016 and \$2500 for 2017. The organization is developing their 2017 work plan and it would be helpful to join now to be able to give input on the plan. Cath Jett volunteered to be the Council representative. The Town of Telluride and San Miguel County are already on board. Council consensus was in support of joining the organization.

There being no further business, on a **MOTION** by Dan Caton and seconded by Michelle Sherry, Council unanimously agreed to adjourn the meeting at 4:33 p.m.

Respectfully prepared,

Susan Johnston  
Deputy Town Clerk

Respectfully submitted,

Jackie Kenefick  
Town Clerk

DRAFT

# **TELLURIDE REGIONAL AIRPORT**

## **MONTHLY REPORT**

**FOR**

**AUGUST 18, 2016**

**Jon Dwight, Chairman**  
**Ann Brady, Vice Chairperson**  
**Richard W. Nuttall, Airport Manager**

**TELLURIDE REGIONAL AIRPORT  
BOARD MEETING – AUGUST 18, 2016  
12:00 PM, TERMINAL BUILDING**

**MEETING AGENDA**

- 1) 12:00 PM CALL TO ORDER
- 2) 12:05 PM
  - A. APPROVAL OF MINUTES: JULY 2016
  - B. FINANCIAL REPORT:
    1. Approval of Accounts Payable
  - C. CHAIRMANS COMMENTS
  - D. COMMITTEE REPORTS
    1. Noise Abatement
    2. Planning
    3. Marketing
    4. Finance
  - E. COLORADO FLIGHT ALLIANCE REPORT
- 3) 12:30 PM AIRPORT MANAGER'S COMMENTS
  - A. Announcements & Updates
    1. Category C Update
    2. Cars & Colors- Ray Cody
  - B. Action Items:
    1. Hangar Request
    2. Ray Cody: Hotel Proposal
- 4) 1:15 PM ANNOUNCEMENTS & PUBLIC DISCUSSION
- 5) 1:20 PM EXECUTIVE SESSION: Personnel/Succession Planning
- 6) 2:20 PM ADJOURN

**Planning Committee Meeting at 11:00 a.m. prior to the Board Meeting**

**AIRPORT MANAGER'S REPORT  
For August 2016**

**Public Announcements**

**Grant Updates**

The following is an update regarding our FAA and State grants:

AIP-32: Runup/deice pad project. This project is completed and ready for close-out.

AIP-34: Apron/Taxiway Reconstruction. Bids were received and opened on June 23<sup>rd</sup>. Reams Construction was the apparent low bidder. We are now awaiting for a grant from the FAA.

State Grant: RS&H is completing the Master Plan Update as approved by the Airport Board on July 21<sup>st</sup>. Once FAA has approved, it will be sent to the County for approval.

Category "C" Instrument Approach: New CAT C minimums (with climb gradient and speed restrictions) available via RNAV (GPS) RWY 09. Update will be given at board meeting.

**Action Items**

**Hangar Request**

A request has been made by a private aircraft owner to construct a large hangar on the airport that would be used to store owner's aircraft (Gulfstream 650). In return, the owner would allow airport to lease hangar to transient aircraft when owner's aircraft is not using it and split the revenue.

**Airport Hotel**

Ray Cody will review his proposal to construct a hotel at the Airport.

# MINUTES

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## TELLURIDE REGIONAL AIRPORT AUTHORITY BOARD MEETING

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July 21, 2016

12:00 pm

1. Call to Order 12:04 pm

Chair Jon Dwight called the meeting of the Telluride Regional Airport Authority to order.

Roll Call

Present: Chair Jon Dwight, Vice Chair Ann Brady, Board Members, Joan May, Paul Talmey, Lynne Beck, Larry Crosby, Matt Skinner, Gary Bash (phone), Sean Murphy (12:20). Board Alternates Mark Silversher, Richard Child. Also present: Rich Nuttall (Airport Manager), Linda Soucie (Administrative Assistant), John Steel (Law Office of John Steel).

Absent: Board Member Board Alternate Mick Francis

2. A. Approval of Minutes: June 16, 2016

**Motion**

Ann Brady motioned to approve the minutes of June 16, 2016.

Paul Talmey seconded the motion.

Motion passed 8-0.

B. Financial Report

Rich Nuttall reported that June 2016 was a good month.

1. Approval of Accounts Payable

**Motion**

Ann Brady motioned to approve the Accounts Receivable and Payables.

Larry Crosby seconded the motion.

Motion passed 8-0.

C. Chairman's Comments

Jon Dwight had nothing specific to comment on for today. Anything will be addressed under Airport Manager's comments.

D. Committee Reports

1. Noise Abatement – Rich Nuttall had reported that there were 2 complaints since the June meeting.

Both times, the pilots were contacted and advised of the NA procedures.

2. Planning – Jon Dwight – Approach and Master Plan Update will be addressed in Airport Manager's comments.

3. Marketing – Larry Crosby reported that the committee met and has a marketing plan outlined. It is a work in progress.

4. Finance – Lynne Beck and Gary Bash had nothing to report.

E. Colorado Flight Alliance Report

Matt Skinner reported he has a signed letter of intent and a contract out for approval, but with a different carrier. The original carrier did not prove to be financially viable. The current agreement is with Great Lakes Airlines. Service would be to Denver, with a 10 flight a week schedule, Beechcraft 1900, and any diversions

would go to Montrose (not Cortez). CFA will be guaranteeing a portion of the seats. Rich Nuttall has the TSA re-application in.

United is still looking at the new Cat C approach. Go Jet (regional carrier for United), wants a special C class approach. Rich Nuttall had a handout; the special approach is going to the FAA for approval. We should know by 12/31/16 if the approach is viable.

There will be a press release put together from CFA, and coordinated with Larry Crosby and Rich Nuttall. There was discussion about Go Jet, Alaska Airlines, timing, etc.

### 3. Airport Manager's Comments

#### A. Announcements and Updates

##### 1. Category C Update

There were 3 goals for the new Category C approach:

1. RNAV Cat C – easiest to get and has been accomplished.
2. Can we do a Cat C approach with the current Localizer DME? Go Jet is very interested, and Lean has submitted all the paperwork to the FAA. It would be a special approach for Go Jet and could be up to 3 years for the public approach.
3. RNP Approach – still ongoing and the goal is to get that done in the next 12 months. It would also be a special approach to begin with.

The de-ice pad is finally done and the project will be closed out.

The ramp project for next year was awarded to Reams Construction, the low bidder. The project will start next April.

The FAA came up with a final ruling on hangar and aviation use – all hangars must be used for aviation storage, not cars, furniture, etc. The airports are to maintain conformity.

#### B. Action Items:

##### 1. RS&H Master Plan Update Final Review

Based on the 6/16/16 TRAA conversation, the Board needs to either approve the Master Plan Update with the remodel of the current facilities as presented 6/16/16, or approve the Master Plan Update with no remodel of the current terminal and move forward with a new GA terminal. There was discussion regarding the proposed 4/2017 remodel and addition to the GA facilities, sprucing up the commercial terminal area now (paint and carpet), and then doing additional improvements to the commercial terminal during the 4/2017 closure (counters, ceilings, etc.) – as part of the GA remodel project. Rich Nuttall went over the two options and the impact on the 2017 budget, and how a new GA terminal would be financed.

Jon Dwight stated that the Planning Committee recommends focusing on the \$7-800,000 remodel and addition project to the existing terminal building. The commercial terminal would be done in 2 phases, fall and spring.

There was discussion.

#### **Motion**

Paul Talmey motioned to approve the Master Plan as presented by RS&H.

Joan May seconded the motion.

Motion passed 9-0.

There was additional discussion to set a budget for the commercial terminal upgrades (carpet and paint in the fall of 2016).

#### **Motion**

Paul Talmey motioned, that if there is a commitment from a commercial carrier, to spend up to \$75,000 for improvements to the commercial terminal.

Ann Brady seconded the motion.

Motion passed 9-0.

There was additional discussion for setting the budget for the GA terminal improvements, and the additional commercial terminal improvements to be done in the spring of 2017.

**Motion**

Paul Talmey motioned to direct Rich Nuttall to move forward directing RS&H to do the design work for the GA addition and remodel (\$85,000) and, contingent on a commercial service contract, the design of the remodel of the commercial terminal (not to exceed \$35,000).

Ann Brady seconded the motion.

Motion passed 9-0.

4. Announcements & Public Discussion

5. Executive Session: Personnel

Sean Murphy motioned: Pursuant to Section 24-6-402(4) of the Colorado Revised Statutes, I move that this regular public meeting of the Board of the Telluride Regional Airport Authority adjourn and that, upon an affirmative vote of at least two-thirds of the members present for this motion, the Board reconvene in executive session for the purposes of: discussing personnel, as authorized by Section 24-6-402(4)(f) of the Colorado Revised Statutes.

Ann Brady seconded the motion.

Motion passed 9-0.

John Steel stated that Rich Nuttall has elected not to attend the Executive Session, but is not waiving his right to have a copy of the recording of the session.

The regular session resumed.

Jon Dwight commended Rich Nuttall for his 20 plus (24) years of service to TRA.

Jon has talked to a search firm and the Board will move forward with the succession planning. The search firm would come in August and spend time with Rich and the Planning Committee, and write a job description. The search firm thinks it would be a 90 day process.

Rich Nuttall asked about his 2017 expectations. Jon Dwight stated that Rich's current contract would be honored. Jon thinks that hiring would be in the first quarter of 2017. Paul Talmey said that the severance package would be beyond what is in the contract.

Jon Dwight stated that the search firm recommends 1 week to 30 days of overlap. Paul Talmey felt that hiring would be in the second quarter of 2017. Jon Dwight said that the overall process would be a 5 month process from now. There was additional discussion on the timeline for the search.

**Motion**

Paul Talmey motioned to direct Jon Dwight to proceed to negotiate to hire ABK search firm to initiate the search for an Airport Manger per the terms of the Executive Search Services for Airport Manager proposal dated 6/27/16.

Ann Brady seconded the motion.

Motion passed 9-0.

Jon Dwight reiterated that the Board is very appreciative of all the work Rich Nuttall has done for TRA.

Jon Dwight adjourned the meeting at 2:13pm.

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Jon Dwight, Chairman

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Richard W. Nuttall, Airport Manager



# **OPERATING FINANCIALS**

**TELLURIDE REGIONAL AIRPORT  
2016 OPERATING BUDGET  
SUMMARY: JANUARY - JULY 2016**

	<b>BUDGET</b>	<b>ACTUAL 2016</b>	<b>ACTUAL 2015</b>
	<b>2016</b>	<b>Jan - June</b>	<b>Jan - June</b>
Aircraft & Pilot Income	3,277,000	2,218,421	2,120,815
Aircraft & Pilot Cost of Goods Sold	(1,286,570)	(695,289)	(841,790)
Aircraft & Pilot Expenses	(955,812)	(545,567)	(527,056)
Administrative Expenses	(151,402)	(105,848)	(80,826)
<b>Net Income (Loss)</b>	<b>883,216</b>	<b>871,717</b>	<b>671,143</b>
Hangar Principal Payments	(350,000)	(144,426)	(49,257)
<b>Net Cash Flows</b>	<b>533,216</b>	<b>727,291</b>	<b>621,886</b>
Terminal Income	135,600	105,869	94,975
Terminal Expenses	(149,100)	(96,802)	(92,328)
Administrative Expenses	(151,402)	(105,848)	(80,826)
<b>Net Income (Loss)</b>	<b>(164,902)</b>	<b>(96,781)</b>	<b>(78,179)</b>
Airside Income	314,200	243,133	211,669
Airside Expenses	(185,520)	(145,698)	(95,989)
Administrative Expenses	(151,402)	(105,848)	(80,826)
<b>Net Income (Loss)</b>	<b>(22,722)</b>	<b>(8,413)</b>	<b>34,854</b>
Interest Income	100	14	30
<b>Total Net Cash Flows</b>	<b>345,692</b>	<b>622,111</b>	<b>578,591</b>

**Notes:**

2016 budget reflects paying off hangar debt in the amount of \$350,000.

**TELLURIDE REGIONAL AIRPORT  
2016 OPERATING BUDGET  
AIRCRAFT & PILOT**

AIRCRAFT & PILOT INCOME	BUDGET	ACTUAL 2016	ACTUAL 2015	PERCENT
	2016	Jan - July	Jan - July	OF BUDGET
Aircraft Oil	\$ 1,000	\$ 676	\$ 707	68%
AvGas	125,000	72,955	69,747	58%
Catering	18,000	10,893	9,396	61%
Hangar Fees	275,000	225,682	184,238	82%
Jet-A	2,600,000	1,738,834	1,676,728	67%
Jet-A Airlines	-	-	-	#DIV/0!
Line Services	70,000	42,781	54,790	61%
Pilot Supplies	18,000	9,563	10,186	53%
Tie-Down Fees	170,000	117,035	115,023	69%
<b>Total Income</b>	<b>3,277,000</b>	<b>2,218,421</b>	<b>2,120,815</b>	<b>68%</b>

AIRCRAFT & PILOT COST OF GOODS SOLD		Jan - July	Jan - July	Jan - Feb
Jet-A Fuel	1,174,000	604,137	778,401	51%
100LL Fuel	84,870	48,087	46,792	57%
Oil	800	131	650	16%
De-Ice	8,000	2,001	6,711	25%
Pilot Supplies	400	395	374	99%
Hats & T-Shirts	18,000	40,538	8,855	225%
Unleaded Fuel	500	-	7	0%
<b>Total Cost of Goods Sold</b>	<b>1,286,570</b>	<b>695,289</b>	<b>841,790</b>	<b>54%</b>
<b>Gross Profit</b>	<b>1,990,430</b>	<b>1,523,132</b>	<b>1,279,025</b>	<b>77%</b>

AIRCRAFT & PILOT EXPENSES	2016	Jan - July	Jan - July	Jan - Feb
Aircraft Incidents	2,500	-	-	0%
Pilot Incentive Program	15,000	3,575	2,095	24%
Catering	3,500	766	3,127	22%
Pilot Refreshments	7,500	6,264	5,503	84%
Credit Card Fees	80,000	44,541	56,872	56%
Employee Health Insurance	109,862	81,474	64,417	74%
Employee Salaries	521,950	306,284	253,559	59%
Employee Training	12,500	-	7,176	0%
Equipment Maintenance	40,000	15,784	31,451	39%
Equipment Maintenance Labor	15,000	2,915	6,656	19%
Equipment Rental	3,000	-	-	0%
Fuel Farm Utilities/Insurance	4,000	2,030	3,126	51%
Equipment Fuel & Oil	35,000	9,876	21,474	28%
Hangar Insurance	6,000	6,129	5,750	102%
Hangar Interest	5,000	5,151	7,168	103%
Hangar Maintenance	6,000	5,066	4,644	84%
Hangar Utilities	12,000	8,388	11,189	70%
Liability Insurance	8,500	8,511	8,065	100%
Line Supplies	11,000	11,463	7,307	104%
Pollution Insurance	16,000	-	-	0%
Uniforms	8,500	6,006	4,160	71%
Satellite Systems/Runway Camera	4,000	-	2,238	0%
Workman's Compensation	29,000	21,344	21,079	74%
<b>Total Direct Expenses</b>	<b>955,812</b>	<b>545,567</b>	<b>527,056</b>	<b>57%</b>
<b>Net Income Before Allocation of Administrative Costs</b>	<b>1,034,618</b>	<b>977,565</b>	<b>751,969</b>	<b>94%</b>
<b>Admin &amp; Operations (1/3 of Total)</b>	<b>151,402</b>	<b>105,848</b>	<b>80,826</b>	<b>70%</b>
<b>Net Income</b>	<b>\$ 883,216</b>	<b>\$ 871,717</b>	<b>\$ 671,143</b>	<b>99%</b>

CASH FLOWS		\$	-	\$	
Net Income	\$	883,216	\$	871,717	\$ 671,143 99%
Hangar Principal Payments	\$	350,000	\$	144,426	\$ 49,257
<b>Net Cash Flows</b>	<b>\$</b>	<b>1,233,216</b>	<b>\$</b>	<b>1,016,143</b>	<b>\$ 720,400 82%</b>

**TELLURIDE REGIONAL AIRPORT  
2016 OPERATING BUDGET  
TERMINAL**

TERMINAL INCOME	BUDGET 2016	ACTUAL 2016 Jan - July	ACTUAL 2015 Jan - July	PERCENT OF BUDGET
Advertising	\$ 1,000	\$ 199	\$822	
Airlines	-		-	#DIV/0!
Car Rental Agencies	70,000	50,157	44,716	72%
On-Line Services	20,000	15,400	15,400	77%
Copy/Fax	500	10	128	2%
Office Rentals	12,000	1,680	7,783	14%
Parking Lot	10,000	5,979	5,933	60%
Sales Tax Discount	3,800	-	3,023	0%
Taxi Service	18,000	32,360	17,038	180%
Vending Machines	300	85	132	28%
Total Income	135,600	105,869	94,975	78%
<b>TERMINAL EXPENSES</b>	<b>2016</b>	<b>Jan - July</b>	<b>Jan - July</b>	<b>Jan - Feb</b>
Janitorial Supplies	2,000	1,101	1,004	55%
Janitorial Other	34,000	20,832	23,008	61%
Liability Insurance	8,600	8,511	8,065	99%
Maintenance	20,000	9,034	9,743	45%
Maintenance Labor	2,500	668	585	27%
Parking Lot	10,000	2,432	315	24%
Security	4,000	783	3,596	20%
Terminal Insurance	7,000	12,114	6,900	173%
Terminal Utilities	40,000	20,668	25,512	52%
Trash	5,000	4,916	2,203	98%
Vending Machine Expense	1,000		672	0%
Water Maintenance	15,000	15,743	10,725	105%
Total Direct Expenses	149,100	96,802	92,328	65%
Net Income Before Allocation of Administrative Costs	(13,500)	9,067	2,647	-67%
Admin & Operations (1/3 of Total)	151,402	105,848	80,826	70%
Net Income	\$ (164,902)	\$ (96,781)	\$ (78,179)	59%

**TELLURIDE REGIONAL AIRPORT  
2016 OPERATING BUDGET  
AIRSIDE**

	BUDGET 2016	ACTUAL 2016 Jan - July	ACTUAL 2015 Jan - July	PERCENT OF BUDGET
<b>AIRSIDE INCOME</b>				
Airline Landing Fees	\$ -	\$ -	\$ -	#DIV/0!
GA Landing Fees	235,000	179,845	159,417	77%
Land Leases	26,000	13,385	21,420	51%
Promotional Fees	1,200		-	0%
State Fuel Tax Rebates	52,000	49,904	30,832	96%
<b>Total Income</b>	<b>314,200</b>	<b>243,133</b>	<b>211,669</b>	<b>77%</b>
<b>AIRSIDE EXPENSES</b>	<b>2016</b>	<b>Jan - July</b>	<b>Jan - July</b>	<b>Jan - Feb</b>
Airfield Lighting Maintenance	3,000	615	889	21%
Airfield Lighting Utilities	2,000	1,260	938	63%
Airfield Insurance	6,500		6,200	0%
Airfield Maintenance	20,000	22,681	18,315	113%
ARFF Building Insurance	275	343	50	125%
ARFF Equipment	12,220	1,409	2,257	12%
ARFF Maintenance	5,000	34	2,009	1%
ARFF Training	26,000	4,197	7,215	16%
ARFF Liability Insurance	500		208	0%
ARFF Utilities	4,500	1,951	2,146	43%
AWOS Maintenance	5,000	6,348	5,623	127%
AWOS Utilities	600	376	391	63%
Business Auto Policy	6,600	6,612	6,905	100%
Equipment Fuel & Oil	15,000	4,472	3,953	30%
Equipment Insurance	13,000	25,480	12,184	196%
Equipment Maintenance	35,000	40,959	5,123	117%
Equipment Maintenance Labor	10,000	14,418	6,975	144%
Liability Insurance	8,600	8,511	8,065	99%
Operations Training	1,000		-	0%
SRE Insurance	725	-	701	0%
SRE Utilities	6,000	4,687	5,167	78%
SWMP Maintenance	4,000	1,345	675	34%
<b>Total Expenses</b>	<b>185,520</b>	<b>145,698</b>	<b>95,989</b>	<b>79%</b>
<b>Net Income Before Allocation of Administrative Costs</b>	<b>128,680</b>	<b>97,436</b>	<b>115,680</b>	<b>76%</b>
<b>Admin &amp; Operations (1/3 of Total)</b>	<b>151,402</b>	<b>105,848</b>	<b>80,826</b>	<b>70%</b>
<b>Operating Profit</b>	<b>(22,722)</b>	<b>(8,413)</b>	<b>34,854</b>	<b>37%</b>
<b>INTEREST INCOME</b>	<b>100</b>	<b>14</b>	<b>30</b>	<b>14%</b>
	<b>\$ (22,622)</b>	<b>\$ (8,398)</b>	<b>\$ 34,884</b>	<b>37%</b>

**TELLURIDE REGIONAL AIRPORT  
2016 OPERATING BUDGET  
SCHEDULE OF ADMINISTRATIVE EXPENSES**

<b>ADMINISTRATIVE EXPENSES</b>	<b>BUDGET 2016</b>	<b>ACTUAL 2016 Jan - July</b>	<b>ACTUAL 2015 Jan - July</b>	<b>PERCENT OF BUDGET</b>
Accounting Audit	\$ 10,000	\$ 17,613	\$ 9,650	176%
Administrative Salaries	165,163	103,492	100,062	63%
Bad Debts	-	862	-	#DIV/0!
Bank Finance Charges	200	123	146	61%
Copy/Fax/Computer Maintenance/Lease	12,000	6,006	2,707	50%
Dues & Subscriptions	10,000	15,359	7,153	154%
Employee Education	7,500	9,224	1,820	123%
Employee Medical Insurance	31,779	22,235	20,173	70%
Fringe Benefits	12,000	6,574	7,424	55%
Legal	35,000	36,489	2,688	104%
Marketing	60,000	29,444	29,923	49%
Office Supplies	5,000	4,742	4,259	95%
Payroll Expenses	52,564	34,132	35,175	65%
Postage & Shipping	2,500	1,240	1,184	50%
Retirement Benefits	6,000	6,359	2,945	106%
Public Officials Insurance	10,000	-	-	0%
Safety Management System	-	18	-	#DIV/0!
Telephone/Internet	30,000	22,628	15,634	75%
TRAA Meeting	2,000	931	935	47%
Travel	2,000	75	482	4%
Workman's Compensation	500		118	0%
Total Expenses	<b>\$ 454,206</b>	<b>\$ 317,545</b>	<b>\$ 242,478</b>	<b>70%</b>

Administrative Expenses are divided equally among Aircraft & Pilot, Terminal, and Airside expenses.

**Telluride Regional Airport**  
**A/R Aging Summary**  
As of July 31, 2016

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	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
Alpine Luxury Limo	0.00	0.00	0.00	0.00	1,462.00	1,462.00
Avfuel Activity	-5,698.20	0.00	0.00	0.00	0.00	-5,698.20
Campbell, Jeff	96.36	33.60	5.60	0.00	0.00	135.56
Credit Card	12,691.60	9,843.86	0.00	0.00	0.00	22,535.46
FASTSIGNS of Durango	71.67	0.00	0.00	0.00	0.00	71.67
Hertz Rent-A-Car	0.00	-23.71	0.00	-47.42	-663.88	-735.01
Mattson, Bill	0.00	39.80	513.70	0.00	0.00	553.50
Telluride Kitchen*	1,270.80	0.00	0.00	0.00	0.00	1,270.80
<b>TOTAL</b>	<u><u>8,432.23</u></u>	<u><u>9,893.55</u></u>	<u><u>519.30</u></u>	<u><u>-47.42</u></u>	<u><u>798.12</u></u>	<u><u>19,595.78</u></u>

**Telluride Regional Airport  
A/P Aging Summary  
As of August 10, 2016**

	Current	1 - 30	31 - 60	> 60	TOTAL
4 KNEE Ventures LLC	754.15	0.00	0.00	0.00	754.15
Airgas USA, LLC	53.30	0.00	0.00	0.00	53.30
Ajax Cleaning	2,695.00	0.00	0.00	0.00	2,695.00
Alpine Lumber Company	132.59	0.00	0.00	0.00	132.59
ALSCO	271.66	0.00	0.00	0.00	271.66
blueglobes, llc	327.55	0.00	0.00	0.00	327.55
Brainstorm Internet	70.00	0.00	0.00	0.00	70.00
CDPHE	100.00	0.00	0.00	0.00	100.00
Clark's Market	41.65	0.00	0.00	0.00	41.65
Dex Media	71.45	0.00	0.00	0.00	71.45
DPE, LLC	125.00	0.00	0.00	0.00	125.00
Galls, LLC	257.56	0.00	0.00	0.00	257.56
Hartman Brothers, Inc.	50.22	0.00	0.00	0.00	50.22
John Deere Financial	176.97	0.00	0.00	0.00	176.97
Law Office of John Steel	2,955.00	0.00	0.00	0.00	2,955.00
Lone Cone Coffee	78.50	0.00	0.00	0.00	78.50
Mitchell and Company, LLC	525.00	0.00	0.00	0.00	525.00
Montrose Water Factory, LLC	262.39	0.00	0.00	0.00	262.39
MSEC	1,604.13	0.00	0.00	0.00	1,604.13
NBAA Accounting Department	0.00	0.00	8,000.00	0.00	8,000.00
Pallante Plumbing & Heating LLC	97.50	0.00	0.00	0.00	97.50
Parish Oil Co. Inc.	2,707.66	0.00	0.00	0.00	2,707.66
Parkeon	45.00	0.00	0.00	0.00	45.00
Quill Corporation	610.05	0.00	0.00	0.00	610.05
Sam's Club	159.02	0.00	0.00	0.00	159.02
Staples Advantage	53.85	0.00	0.00	0.00	53.85
Telluride Bytes	500.00	0.00	0.00	0.00	500.00
Valley Floors, Inc.	528.38	0.00	0.00	0.00	528.38
Waste Management - Montrose	388.97	0.00	0.00	0.00	388.97
Xerox Corporation	168.82	0.00	0.00	0.00	168.82
<b>TOTAL</b>	<b><u>15,811.37</u></b>	<b><u>0.00</u></b>	<b><u>8,000.00</u></b>	<b><u>0.00</u></b>	<b><u>23,811.37</u></b>



**Telluride Regional Airport**  
**Balance Sheet**  
 As of July 31, 2016

	Jul 31, 16
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1000.00 · Payroll Checking	2,573.90
1020.00 · Due From AVFUEL	55,511.33
1035.00 · FBO Cash Drawer	200.00
1036.00 · Change Machines	377.00
1040 · Old Operating Bank Account	88.44
1045.00 · New Operating Bank Account	976,674.71
1046.00 · Tax Rebate Account	267,546.84
1050.00 · Petty Cash	500.00
<b>Total Checking/Savings</b>	1,303,472.22
<b>Accounts Receivable</b>	
1100.00 · Accounts Receivable	19,595.78
<b>Total Accounts Receivable</b>	19,595.78
<b>Other Current Assets</b>	
12000 · *Undeposited Funds	49.16
1260.00 · Inventory Asset	
1261.00 · INV. Jet-A	112,982.51
1262.00 · INV. 100LL	5,614.97
1263.00 · INV. Oils	2,000.72
1264.00 · INV. Unleaded Fuel	1,048.19
1266.00 · INV. Hats & T-Shirts	17,282.46
<b>Total 1260.00 · Inventory Asset</b>	138,928.85
1270.00 · Prepaid Insurance	13,658.70
1280.00 · Undeposited Funds	689.24
<b>Total Other Current Assets</b>	153,325.95
<b>Total Current Assets</b>	1,476,393.95
<b>Fixed Assets</b>	
1310.00 · Accumulated Depreciation	-19,466,509.72
1320.00 · Building	5,501,626.68
1330.00 · Equipment	2,779,842.32
1350.00 · Land Aquisition	7,337,699.15
1390.00 · Runway	74,887,852.99
<b>Total Fixed Assets</b>	71,040,511.42
<b>TOTAL ASSETS</b>	<b>72,516,905.37</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000.00 · Accounts Payable	24,547.79
<b>Total Accounts Payable</b>	24,547.79
<b>Other Current Liabilities</b>	
2030.00 · AFLAC INS.	291.50
2100.00 · Payroll Liabilities	2,438.00
2150.00 · Note Payable - Hangars	352,367.23
2165 · Sales Tax Payable #1	-24,062.29
<b>Total Other Current Liabilities</b>	331,034.44
<b>Total Current Liabilities</b>	355,582.23
<b>Total Liabilities</b>	355,582.23

**Telluride Regional Airport**

**Balance Sheet**

As of July 31, 2016

---

	<u>Jul 31, 16</u>
Equity	
3000.00 · Opening Balance Equity	100.00
3430.00 · Interaccount Transfers	-3,564,108.21
3900.00 · Retained Earnings	74,884,754.91
Net Income	840,576.44
Total Equity	<u>72,161,323.14</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>72,516,905.37</u></b>

# **CAPITAL FINANCIALS**

**TELLURIDE REGIONAL AIRPORT  
2016 CAPITAL BUDGET**

<b>CAPITAL INCOME:</b>	<b>2016 BUDGET</b>	<b>2016 ACTUAL</b>
Beginning Bank Account Balance	\$2,400,000	\$ 2,340,696
Passenger Facility Charges	\$0	\$ -
FAA Grants	\$944,750	\$ 829,323
State Grant	\$143,000	\$ 218,314
Rock Sales	\$260,000	\$ 164,561
Equipment Sales & Existing Insurance Coverage for Sweeper	\$137,500	\$ 30,000
Local Contribution for Cat C Approach	\$105,000	\$ -
Interest Income	\$1,500	\$ 231
<b>TOTAL AVAILABLE FUNDS :</b>	<b>\$3,991,750</b>	<b>\$ 3,583,125</b>
<b>CAPITAL EXPENSES:</b>	<b>2016 BUDGET</b>	<b>2016 ACTUAL</b>
AIP-31: Wildlife Mitigation Plan (Final Payments)	\$2,500	\$ 2,500
AIP-32: Runup/Deice Pad (Final Payments)	\$800,000	\$ 798,422
AIP-34: Apron Reconstruction (Final design/bidding)	\$25,000	\$ 13,819
Master Plan Update & Survey	\$100,000	\$ 154,000
New Instrument Approach Design (See note #1)	\$320,000	\$ 53,160
Non-Grant Funded Construction (See Notes 2 & 4)	\$700,000	\$ -
Non-Grant Funded Equipment (See Note #3 & 5)	\$481,969	\$ 398,992
Security/Computer Equipment	\$32,000	\$ 19,200
ARFF Equipment	\$0	\$ -
Maintenance Tools	\$2,500	\$ 104
Bank Fees	\$60	\$ -
<b>TOTAL CAPITAL EXPENSES:</b>	<b>\$2,464,029</b>	<b>\$ 1,440,196</b>
<b>REMAINING CAPITAL INCOME:</b>	<b>\$1,527,721</b>	<b>\$2,142,929</b>
<b>END OF YEAR OPERATING INCOME TRANSFER:</b>	<b>\$345,692</b>	
<b>ESTIMATED BEGINNING BALANCE FOR 2017:</b>	<b>\$1,873,413</b>	

**Notes:**

1. LOC/DME Cat C.
2. Remodel GA Terminal
3. New Aircraft Ground Power Unit (GPU)
4. If no or lessor GA Terminal remodeling is done, than the runway/taxiway seal coating can be completed in 2016 instead of 2017 as shown on the 6-Year CIP.
5. Purchase of Replacement Runway Broom

## Telluride Regional Airport - Capital Account

## Balance Sheet

As of July 31, 2016

	<u>Jul 31, 16</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1010 · 10% Bank Account	62,098.22
1030 · FAA Bank Account	16,234.33
1060 · PFC- ANB Bank	254,112.78
1070 · Savings Account	<u>1,810,483.67</u>
Total Checking/Savings	2,142,929.00
Accounts Receivable	
1281 · Accounts Receivable	<u>55,220.00</u>
Total Accounts Receivable	55,220.00
Other Current Assets	
1200 · Grants Receivable	<u>1,025,938.92</u>
Total Other Current Assets	<u>1,025,938.92</u>
Total Current Assets	<u>3,224,087.92</u>
<b>TOTAL ASSETS</b>	<u><u>3,224,087.92</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
3430 · Interaccount Transfers	3,496,817.68
3900 · Retained Earnings	90,087.43
Net Income	<u>-362,817.19</u>
Total Equity	<u>3,224,087.92</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>3,224,087.92</u></u>

# STATISTICS

**TELLURIDE REGIONAL AIRPORT  
AIRCRAFT AND PILOT SERVICES - 2016**

<b>JULY 2016</b>	<b>TRAA 2016</b>	<b>TRAA 2015</b>	<b>Percent Change</b>
<b>AIRPORT OPERATIONS</b>			
General Aviation:	1,212	1,154	5.03%
<b>AVIATION FUEL SALES (GALLONS)</b>			
General Aviation:			
100LL AvGas:	3,723	2,835	31.33%
Jet-A	68,568	62,371	9.94%
Total GA:	72,291	65,206	10.87%
GA Passenger Deplanements:	1,973	1,822	8.29%
GA Passenger Enplanements:	2,029	1,838	10.39%

**ENPLANEMENTS 2016**

	Great Lakes	U.S. Airways	Gen. Av	2016 TOTAL	2015 TOTAL
January	0	0	2174	<b>2174</b>	1982
February	0	0	2435	<b>2435</b>	1675
March	0	0	1777	<b>1777</b>	1998
April	0	0	542	<b>542</b>	435
May	0	0	528	<b>528</b>	387
June	0	0	1203	<b>1203</b>	1095
July	0	0	2029	<b>2029</b>	1838
August	0	0		<b>0</b>	1564
September	0	0		<b>0</b>	2288
October	0	0		<b>0</b>	530
November	0	0		<b>0</b>	351
December	0			<b>0</b>	1178
<b>Total for 2016</b>	-	-	<b>10,688</b>	<b>10,688</b>	15,321
<b>Total for 2015</b>	-	-	<b>15,321</b>	<b>15,321</b>	
<b>Total for 2014</b>	<b>3,268</b>	-	<b>12,729</b>	<b>15,997</b>	
<b>Total for 2013</b>	<b>5,325</b>	-	<b>13,530</b>	<b>18,855</b>	

Enplanements Comparisons	2015 GA	2016 GA	2015 Airlines	2016 Airlines
January	1982	2174	0	0
February	1675	2435	0	0
March	1998	1777	0	0
April	435	542	0	0
May	387	528	0	0
June	1095	1203	0	0
July	1838	2029	0	0
August	1564		0	0
September	2288		0	0
October	530		0	0
November	351		0	0
December	1178		0	0



**DEPLANEMENTS FOR 2015**

	<b>Great Lakes</b>	<b>U.S.Airways</b>	<b>Gen Av</b>	<b>2016 Total</b>	<b>2015 Total</b>
January	0	0	1547	1547	1583
February	0	0	2204	2204	1570
March	0	0	1684	0	1923
April	0	0	424	424	330
May	0	0	485	485	380
June	0	0	1292	1292	1156
July	0	0	1973	1973	1822
August	0	0		0	1465
September	0	0		0	2175
October	0	0		0	501
November	0	0		0	367
December	0	0		0	785
<b>Total for 2016</b>	<b>0</b>	<b>0</b>	<b>9609</b>	<b>7925</b>	<b>14057</b>
<b>Total for 2015</b>	<b>0</b>	<b>0</b>	<b>14057</b>	<b>14057</b>	
<b>Total for 2014</b>	<b>3138</b>	<b>0</b>	<b>11664</b>	<b>14802</b>	
<b>Total for 2013</b>	<b>5151</b>	<b>0</b>	<b>13236</b>	<b>18387</b>	

<b>Deplanement Comparisons</b>	<b>2016 GA</b>	<b>2015 GA</b>	<b>2016 Airlines</b>	<b>2015 Airlines</b>
January	1547	1583	0	0
February	2204	1570	0	0
March	1684	1923	0	0
April	424	330	0	0
May	485	380	0	0
June	1292	1156	0	0
July	1973	1822	0	0
August	0	1465	0	0
September	0	2175	0	0
October	0	501	0	0
November	0	367	0	0
December	0	785	0	0

**OPERATIONS**

**2016**

	<b>2016</b>		<b>2016</b>	<b>2015</b>
	<b>Great Lakes</b>	<b>U.S. Airways</b>	<b>Gen. Av. Total</b>	<b>Total</b>
January	0	0	900	974
February	0	0	1236	916
March	0	0	874	1158
April	0	0	334	256
May	0	0	368	288
June	0	0	832	760
July	0	0	1212	1154
August	0	0	0	994
September	0	0	0	1304
October	0	0	0	404
November	0	0	0	258
December	0	0	0	524
<b>Total for 2016</b>	<b>0</b>	<b>0</b>	<b>5756</b>	<b>8990</b>
<b>Total for 2015</b>	<b>0</b>	<b>0</b>	<b>8990</b>	
<b>Total for 2014</b>	<b>574</b>	<b>0</b>	<b>7566</b>	<b>8140</b>
<b>Total for 2013</b>	<b>888</b>	<b>0</b>	<b>7958</b>	<b>8846</b>

<b>Operation Comparisons</b>	<b>2016 GA</b>	<b>2015 GA</b>	<b>2016 Airlines</b>	<b>2015 Airlines</b>
January	900	974	0	0
February	1236	916	0	0
March	874	1158	0	0
April	334	256	0	0
May	368	288	0	0
June	832	760	0	0
July	1212	1154	0	0
August		994	0	0
September		1304	0	0
October		404	0	0
November		258	0	0
December		524	0	0

# Memo

Agenda Item #7

To: Mayor Jansen and Town Council  
From: Sarah H. Abbott  
Date: August 12, 2016  
Re: Second Reading of Ordinances Amending Municipal Code

---

The Ordinance enclosed with this packet does not contain any revisions from the draft proposed at the July 21, 2016 Town Council meeting.

With that we would accept questions and comments.

Proposed Motion:

I move to approve on second reading the ordinance as presented.

**ORDINANCE NO. 2016 - \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE AMENDING SECTION 3.04.040 OF THE MOUNTAIN VILLAGE MUNICIPAL CODE TO UPDATE THE STATUTORY REFERENCE**

**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.** Pursuant to Article II, Section 3.6(e) of the Town Charter the Town Council has the power to enact ordinances that promote the common good of the Town. Under the Town Charter the Town Council shall exercise its legislative power to prescribe reasonable fines, jail sentences, and other sanctions for violations of such ordinances.
- C.** Article XX, Section § 6 (h) of the Colorado Constitution grants home rule municipalities the enumerated power necessary, requisite or proper for the government and administration of its local and municipal matters, including power to legislate upon, provide, regulate, conduct and control the imposition, enforcement and collection of fines and penalties for the violation of any of the provisions of its charter, or of any ordinance adopted in pursuance its charter.
- D.** The Town Council determines that is in the best interest of the community and the public health, safety and welfare of the citizens of the Town to amend the Town Code as provided for herein.

**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. Amendment of Town Code.**

Section 3.04.040 of the Town Code shall be amended as reflected on Exhibit A, attached hereto and incorporated herein.

**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 \_\_\_\_\_, 2016.

**Section 8. PUBLIC HEARING.**

A public hearing on this Ordinance was held on the 21<sup>st</sup> day of July, 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 21<sup>st</sup> day of July, 2015.**

**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 18<sup>th</sup> day of August, 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 July 21, 2016 by the affirmative vote of a quorum of the Town Council as follows:

<b>Council Member Name</b>	<b>"Yes"</b>	<b>"No"</b>	<b>Absent</b>	<b>Abstain</b>
Dan Jansen, Mayor				
Martin McKinley, Mayor Pro Tem				
Bruce MacIntire				
Dan Caton				
Michelle Sherry				
Cath Jett				
Laila Benitez				

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 Charter.

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:

<b>Council Member Name</b>	<b>“Yes”</b>	<b>“No”</b>	<b>Absent</b>	<b>Abstain</b>
Dan Jansen, Mayor				
Martin McKinley, Mayor Pro Tem				
Bruce MacIntire				
Dan Caton				
Michelle Sherry				
Cath Jett				
Laila Benitez				

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

Section:

### 3.04.040 Exclusions

- A. Amount. The amount subject to tax shall not include the amount of any sales or use tax imposed by Article 26 of Title 39, C.R.S.
- B. Delivery Charges. The gross receipts from sales shall include delivery charges, when such charges are subject to the State of Colorado Sales and Use Tax imposed by Article 26 of Title 39, C.R.S., regardless of the place to which delivery is made.
- C. General Exemptions. There shall be exempt from taxation under the provisions of this Chapter, the same exemptions as those specified in Section 39-26-701, *et. seq.*, C.R.S., as amended from time to time, except the exemption allowed for purchase of machinery or machine tools by Section 39-26-709, C.R.S., as amended from time to time.
- D. Non Resident. All sales of tangible personal property on which a specific ownership tax has been paid or is payable shall be exempt from the subject Sales Tax when such sales meet both of the following conditions: 1. The purchaser is a nonresident of, or has its principal place of business outside of the Town; and 2. Such tangible personal property is registered or required to be registered outside the limits of the Town under laws of the State of Colorado. (Ord. 98-07 § 12-15).
- E. Exempt Refund Request. Refunds of tax paid to a retailer by a purchaser who claims that the sale is exempt from the tax may be requested by such purchaser by signing and submitting a claim for refund on or before sixty (60) days from the date of such purchase. (Ord. No. 2011-08 §17).



# Memo

## Agenda Item #8

To: Mayor and Town Council  
From: Sarah Abbott  
Date: August 11, 2016  
Re: San Miguel Authority for Regional Transportation (“SMART”)

---

In your packets under Agenda Item #8 you will find several items related to the San Miguel Authority for Regional Transportation (the “SMART”).

### **#8.a.**

The first is a resolution to approve an intergovernmental agreement with the San Miguel County Clerk & Recorder for purposes of conducting the November 8, 2016 coordinated election. This outlines the duties of the San Miguel Clerk and our Town Clerk with respect to the election.

#### Proposed Motion:

I move to approve the resolution approving execution of the intergovernmental agreement between the San Miguel County Clerk & Recorder and the Town of Mountain Village and authorize minor, non-substantive changes to this agreement.

### **#8.b.**

The second item is an emergency ordinance to call a special election for November 8, 2016 for the purpose of voting on the formation and funding of SMART.

Under this ordinance, the Town would call this special election, which would be coordinated with the San Miguel County Clerk & Recorder in concert with the November 8, 2016, general election.

#### Proposed Motion:

I move to approve the emergency ordinance of the Town Council of the Town of Mountain Village calling a special election on November 8, 2016, for the purpose of voting on the formation and funding of the SMART, which will be held as a coordinated election with the San Miguel County Clerk & Recorder.

**#8.c.**

The third is a resolution certifying the Town of Mountain Village ballot questions for the November 8, 2016, coordinated election.

The first ballot question will be presented to the Town of Mountain Village resident registered electors to consider approving the formation and funding of the SMART.

The second ballot question will be presented to the Town of Mountain Village nonresident property owner registered electors to consider approving the funding of SMART.

Proposed Motion:

I move to approve the resolution certifying ballot questions for the November 8, 2016, general election, concerning the submission to the resident registered electors of the Town of Mountain Village of a proposal to approve an intergovernmental contract with San Miguel County and the Town of Telluride establishing the San Miguel Authority for Regional Transportation in accordance with the Colorado Regional Transportation Authority law, C.R.S. title 43, article 4, part 6, including the authorization for such regional transportation authority to impose both a sales tax of 0.25% on taxable sales and an ad valorem property tax mill levy of 0.75 mills on taxable real and personal property located within the boundaries of the proposed authority, and the submission to the nonresident registered electors of the Town of Mountain Village of the authorization for such regional transportation authority to impose both a sales tax of 0.25% on taxable sales and an ad valorem property tax mill levy of 0.75 mills on taxable real and personal property located within the boundaries of the proposed authority.

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
MOUNTAIN VILLAGE, COLORADO,  
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN  
OF MOUNTAIN VILLAGE AND THE SAN MIGUEL COUNTY CLERK AND  
RECORDER REGARDING RESPONSIBILITIES FOR CONDUCTING THE EVEN-  
YEAR GENERAL ELECTION OT BE HELD ON TUESDAY, NOVEMBER 8, 2016**

**NO. 2016 -**

**RECITALS:**

**WHEREAS**, pursuant to title 43, article 4, part 6, Colorado Revised Statutes, as amended (the Colorado “Regional Transportation Authority Law”), Colorado counties and municipalities are authorized to establish, by contract, regional transportation authorities, which are authorized to finance, construct, operate and maintain regional transportation systems;

**WHEREAS**, over the past twelve (12) months the Town of Mountain Village, Colorado has been meeting with other elected officials representing the Town of Telluride, Colorado and San Miguel County, Colorado with regard to the possible formation of the San Miguel Authority for Regional Transportation (“SMART”) for the purpose of financing, constructing, operating and maintaining regional transportation systems;

**WHEREAS**, pursuant to the Regional Transportation Authority Law, C.R.S. § 43-4-603(3) “No municipality, county, or special district shall enter into a contract establishing an authority without holding at least two public hearings thereon in addition to other requirements imposed by law for public notice”;

**WHEREAS**, the Town of Mountain Village held a public hearing on June 16, 2016, properly noticed as required by the Regional Transportation Authority Law, to receive public comment on the possible formation of SMART, subject to voter approval;

**WHEREAS**, on July 21, 2016 the Town of Mountain Village held its second required public hearing, as required by the Regional Transportation Authority Law, to receive public comment on the possible formation of SMART, subject to voter approval;

**WHEREAS**, the Town of Mountain Village approved the San Miguel Authority for Regional Transportation Intergovernmental Agreement at its July 21, 2016 regular meeting, expressly conditioned on electorate approval during the November 8, 2016 General Election as required by C.R.S. § 43-4-603(4), which states that “no contract establishing a [regional transit] authority...shall take effect unless first submitted to a vote of the registered electors residing within the boundaries of the proposed authority”;

**WHEREAS**, such approval of the SMART IGA is subject to approval by both a majority of the registered electors residing within the Town of Mountain Village voting on the establishment of SMART and a majority of the resident and nonresident registered electors of the Town of Mountain Village voting on funding of SMART at the November 8, 2016 general election; and

**WHEREAS**, such funding would authorize SMART to impose both a sales tax of 0.25% on taxable sales and an ad valorem property tax mill levy of 0.75 mills on taxable real and personal property located within the Town of Mountain Village, Town of Telluride and that portion of unincorporated San Miguel County located within the proposed boundaries of SMART, respectively.

**WHEREAS**, on November 8, 2016 during the scheduled General Election it is anticipated that the Towns of Mountain Village and Telluride along with San Miguel County will submit to their electorate the question of the formation of SMART along with tax increase questions, pursuant to the terms of Article X, Section 20 of the Colorado Constitution; and

**WHEREAS**, a general election is scheduled for Tuesday, November 8, 2016, to be administered by the San Miguel County Clerk & Recorder;

**WHEREAS**, the Town of Mountain Village does not have a regular election scheduled for November 8, 2016;

**WHEREAS**, the Town of Mountain Village desires to participate in the November 8, 2016 election in order for its registered electors to vote on the formation and funding of SMART;

**WHEREAS**, pursuant to the Regional Transportation Authority Law, the San Miguel County Clerk will coordinate an election to consider the formation and funding of SMART; and

**WHEREAS**, the Town of Mountain Village desires to enter into an intergovernmental agreement with the San Miguel County Clerk & Recorder for the purpose of delineating responsibilities regarding the November 8, 2016 coordinated election;

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

1. The Recitals of this Resolution, as set forth above, are hereby incorporated into this Resolution as findings of fact and conclusions of law of the Town Council.
2. The Town Council approves the Intergovernmental Agreement between the Town of Mountain Village and the San Miguel County Clerk and Recorder Regarding Responsibilities for Conducting the Even-Year General Election to Be Held on

Tuesday, November, 8, 2016, a copy of which is attach hereto and incorporated herein as Exhibit A.

**ADOPTED AND APPROVED** by the Town Council of the Town of Mountain Village, Colorado, at a regular meeting held on the 18th day of August, 2016.

TOWN OF MOUNTAIN VILLAGE, COLORADO, a  
home rule municipality

By: \_\_\_\_\_  
Dan Jansen, Mayor

ATTEST:

By: \_\_\_\_\_  
Jackie Kennefick, Town Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
J. David Reed, Town Attorney

**SAN MIGUEL AUTHORITY FOR  
REGIONAL TRANSPORTATION  
INTERGOVERNMENTAL AGREEMENT**

By and among

TOWN OF TELLURIDE, COLORADO

TOWN OF MOUNTAIN VILLAGE, COLORADO

And

SAN MIGUEL COUNTY, COLORADO

Dated as of \_\_\_\_\_ 2016

Providing for the establishment of the “San Miguel Authority for Regional Transportation” as a Colorado Regional Transportation Authority pursuant to the Colorado Regional Transportation Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended.

**TABLE OF CONTENTS**

ARTICLE I

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**SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION  
INTERGOVERNMENTAL AGREEMENT**

**THIS SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into as of \_\_\_\_\_ 2016 by and among TOWN OF TELLURIDE, COLORADO; TOWN OF MOUNTAIN VILLAGE, COLORADO; and THE UNINCORPORATED AREA ENCOMPASSED WITHIN THE BOUNDARIES OF THE TELLURIDE R-1 SCHOOL DISTRICT of SAN MIGUEL COUNTY, COLORADO; (the “initial Signatories”).**

**RECITALS**

**WHEREAS**, pursuant to title 43, article 4, part 6, Colorado Revised Statutes, as amended (the “Act”), Colorado counties and municipalities are authorized to establish, by contract, regional transportation authorities, which, upon the satisfaction of the conditions set forth in herein, are authorized to finance, construct, operate and maintain regional transportation systems;

**WHEREAS**, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the “Intergovernmental Relations Statute”), and article XIV, section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility including the establishment of a separate legal entity to do so;

**WHEREAS**, the Initial Signatories are a Colorado County and certain Colorado municipalities located within the boundaries of San Miguel County constituting the unincorporated area within the Telluride R-1 School District in southwest Colorado that desire to form a regional transportation authority pursuant to the Act and the Intergovernmental Relations Statute for the purpose of financing, constructing, operating and maintaining regional transportation systems consisting of Authorized Transportation Projects described in Section 6.02 herein;

**WHEREAS**, public transportation is a critical part of the solution to the nation’s economic, energy, and environmental challenges. Regional transportation services enhance and support San Miguel County socially and economically, providing affordable or free transit to the region’s visitors and employee base, and conversely benefit local employers with a reliable workforce;

**WHEREAS**, every segment of American society including individuals, families, communities and businesses, benefits from public transit, helping to bring a better quality of life to communities;

**WHEREAS**, in the spirit of regional cooperation the signatories of this Agreement wish to join and coordinate efforts in managing and improving public transit, increasing efficiencies in the short and long term, enhancing reliability and safety, and changing to meet future demand;

**WHEREAS**, stated goals of all jurisdictions in the region are to improve air quality, reduce greenhouse gas emissions, reduce traffic and congestion, and enhance safety on the limited highway access in the region and in these communities; and

**WHEREAS**, transit services promote independent living for the elderly and the disabled by providing essential links to medical, social and other services, and the region recognizes the need to improve mobility options for all segments of the population.

## **AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual covenants set forth below, the Initial Signatories hereby agree as follows:

### **ARTICLE I**

#### **DEFINITIONS**

**Section 1.01. Definitions from the Act.** The following terms shall, when capitalized, have the meaning assigned to them in section 602 of the Act: “Bond”, “Combination”, “Construct”, “Construction”, “County”, “Grant”, “Municipality”, “Operations and Maintenance Expenses”, “Person”, “Revenues”, “Regional Transportation Activity Enterprise”, “Regional Transportation System”, “State”.

**Section 1.02. Other Definitions.** The following terms shall, when capitalized, have the following meanings:

“*Act*” is title 43, article 4, part 6, Colorado Revised Statutes, as amended

“*Administrative Advisory Committee*” means a committee appointed by and serving at the direction and pleasure of the Board of Directors pursuant to Section 4.02 herein.

“*Advisory Committee*” means two or more persons appointed by the San Miguel Authority for Regional Transportation (Authority) pursuant to Article IV herein for the purposes of providing advice to the Board.

“*Agreement*” means the San Miguel Authority for Regional Transportation Intergovernmental Agreement, as amended from time to time in accordance with the terms herein.

“*Alternate Director*” means any person appointed as Alternate Director pursuant to Section 3.03 herein.

“*Authority*” means the San Miguel Authority for Regional Transportation, a political subdivision of and body corporate of the State established pursuant to this Agreement as a regional transportation authority under the Act and as a separate legal entity under the Intergovernmental Relations Statute.

“*Authority Sales Tax*” means a sales and use tax levied by the Authority in all or any designated portion of the Members in accordance with Section 605(1)(j)(l).

“*Authorized Transportation Projects*” refers to Specific Responsibilities outlined in Section 6.02 as such projects may be amended from time to time in accordance with Article XI herein, as well as the Regional Transportation Systems as described in §43-4-602(16), C.R.S.

“*Ballot Question/Issue*” is defined in Section 2.04(a) herein, and in §1-1-104(2.3)(2.4), C.R.S.

*“Board”* means the Board of Directors of the Authority.

*“Boundaries”* means the boundaries of the Authority determined in accordance with Appendix A herein, as such Appendix and term may be amended from time to time in accordance with Article XI herein.

*“Director”* means any person appointed as such pursuant to Section 3.02 herein. Whenever the person appointed as a Member’s Director is absent from a Board meeting, the term “Director” shall mean the “Alternate Director”, if any, appointed by such Member pursuant to Section 3.03 herein.

*“Division of Local Government”* means the Division of Local Government in the State Department of Local Affairs.

*“Governing Body”* means, when used with respect to a Member, the town council, the board of trustees, board of commissioners or other legislative body, as appropriate, of such Member.

*“Initial Boundaries”* means the Boundaries of the Authority on the date the Authority is established pursuant to Article II herein, as such Initial Boundaries are determined in Accordance with Appendix A herein.

*“Initial Members”* means the Initial Signatories who become Members on the date on which the Authority is originally established pursuant to Section 2.05 herein.

*“Initial Signatories”* means the Municipalities and Counties that are signatories to this Agreement in its original form.

*“Intergovernmental Relations Statute”* refers to the statute that authorizes local governments to enter into agreements (§29-1-203,C.R.S).

*“Member”* means (a) the Initial Members and (b) any Municipality or County that becomes a Member of the Authority pursuant to Section 8.03 herein.

*“Officers”* means the Chair, Vice Chair, Secretary, or Treasurer of the Authority, and any subordinate officer or agent appointed and designated as an officer of the Authority or the Board.

*“Regional Transit Services”* means the transit services described in Appendix D herein, as may be amended from time to time in accordance with Article XI herein, and included within the “Regional Transportation System” as defined at §43-4-602(16), C.R.S.

*“Transit”* means conveyance of residents, visitors, or workers via publicly or privately operated motorized vehicle transport systems including but not limited to bus, van, or aerial tramway (gondola).

*“Transportation”* means any property, improvement or system related to the conveyance people or goods including but not limited to bridges, roadways, trails, motorized or non-motorized vehicles, aerial tramway (gondola), or train.

**ARTICLE II**

**ESTABLISHMENT OF THE AUTHORITY AND INITIAL MEMBERS**

**Section 2.01. Establishment.** The San Miguel Regional Authority for Transportation (SMART) shall be established as a separate political subdivision and body corporate of the State pursuant to the Act and as a separate legal entity created by a contract among the Initial Members pursuant to the Intergovernmental Relations Statute, effective upon satisfaction of the following conditions:

(a) Each Initial Member (i) has held at least two public hearings on the SMART Agreement in accordance with §603(3), (ii) has submitted this Agreement for review and comment in accordance with §43-4-603(1.5), C.R.S. to the Colorado Department of Transportation, those counties and municipalities that border the Authority's boundaries; and (iii) has executed this Agreement (which execution shall constitute a representation by such Initial Member to the other Initial Members that the executing Initial Member has held the public hearings required by §603(3) and that Governing Body of such Initial Member has duly authorized its execution, delivery and performance of this Agreement);

(b) This Agreement has been approved by a majority of the registered electors residing within the Initial Boundaries of the Authority at the time of the election who voted in the general election or special election called for such purpose in accordance with § 603(4); and

(c) The Director of the Division of Local Governments has issued a certificate pursuant to § 603(1) stating that the Authority has been duly organized according to the laws of the State and such certificate has been recorded in the legal real estate records of San Miguel County pursuant to §603(1).

**Section 2.02. Purpose.** The purpose of the Authority is to coordinate, plan, finance, construct, operate and maintain a regional multi-modal transportation system within or outside the Boundaries of the Authority.

**Section 2.03. Boundaries.** The Initial Boundaries of the Authority shall be determined in accordance with Appendix A herein. Any territory included in the Boundaries of the Authority because the territory is included in the boundaries of a Municipality shall automatically be amended to include any territory annexed to the Municipality.

**Section 2.04. Voter Approval.**

(a) The Initial Signatories agree to submit ballot questions and/or ballot issues seeking voter approval of the establishment of the Authority herein at elections to be conducted on the 8<sup>th</sup> day of November, 2016 in accordance with the Act and other applicable law (the "Election"). Three separate ballot questions, which are hereafter referred to by the names indicated below and drafts of which are attached herein as Appendixes C-1 through C-4, shall be submitted to the registered electors of the following described areas within the boundaries of the Initial Signatories:

(i) the "San Miguel County Establishment Question", a draft of which is attached herein as Appendix C-1, shall be submitted to San Miguel County

registered electors residing within the unincorporated area within the proposed Authority Boundary;

(ii) the “Town of Telluride Establishment Question”, a draft of which is attached herein as Appendix C-2, shall be submitted to the registered electors of the Town of Telluride;

(iii) the “Town of Mountain Village Establishment Question”, a draft of which is attached herein as Appendix C-3, shall be submitted to the registered electors that are residents of the Town of Mountain Village;

(iv) the “Town of Mountain Village Funding Question”, a draft of which is attached hereto as Appendix C-4, shall be submitted to the registered electors of the Town of Mountain Village.

**(b)** With the intent to put forth these measures as a coordinated election under the Clerk of San Miguel County, the Governing Body of each of the Initial Signatories named in the title of each ballot question shall take all actions necessary to submit such questions to the appropriate registered electors at the Election but may modify the ballot questions submitted by it in any manner that is consistent with the terms of this Agreement and the ballot questions/issues attached herein in Appendices C-1 through C-4. Any Governing Body’s modification(s) to a ballot question that are inconsistent with the terms of this Agreement and the attached appendices shall require the written consent of each of the other Initial Signatories prior to its submittal to that body’s registered electors. The designated election official for a coordinated election shall be the San Miguel County Clerk and Recorder.

**(c)** Each Initial Signatory shall pay the costs of conducting the election within its boundaries. For the purposes of allocating such costs, costs allocable to electors who reside in, or are properly registered to vote in a municipality shall be allocated to the municipality in which they reside or are registered to vote, and costs allocable to electors who reside in unincorporated areas shall be allocated to the county in which they reside.

**Section 2.05. Initial Members.** The Initial Signatories whose participation in the Authority is authorized by a majority of the registered electors voting on the ballot questions indicated below shall be the Initial Members of the Authority on the date the Authority is originally established pursuant to the Agreement:

**(a)** Unincorporated San Miguel County within the boundaries of the Telluride R-1 School District will be an Initial Member if a majority of the San Miguel County registered electors voting thereon approve the San Miguel County Establishment Question;

**(b)** Town of Telluride will be an Initial Member if a majority of the Town of Telluride registered electors voting thereon approve the Town of Telluride Establishment Question;

**(c)** Town of Mountain Village will be an Initial Member if a majority of the Town of Mountain Village registered electors that are legal residents of the Town of Mountain Village voting thereon approve the Town of Mountain Village Establishment Question, and if a majority of the Town of Mountain Village registered electors approve the Town of Mountain Village Funding Question;

**ARTICLE III**

**BOARD OF DIRECTORS**

**Section 3.01. Establishment and Powers.** The Authority shall be governed by a Board of Directors as described in this Article. The Board shall exercise and perform all powers, privileges and duties vested in or imposed on the Authority, subject to the provisions of this Agreement and §604(1)(a) of the Act.

**Section 3.02. Directors.** The Board shall be composed of two regular Directors appointed by each Member from the Town of Telluride, the Town of Mountain Village and San Miguel County.

**Section 3.03. Alternate Directors.** In addition to the Director(s) appointed by it, each Member shall appoint one Alternate Director who shall be deemed to be such Member's Director for all purposes, including, but not limited to, voting on resolutions whenever the person appointed as such Member's Director is absent from a Board meeting.

**Section 3.04. Appointment of Directors and Alternate Directors.** As required by §603(2)(b)(I) of the Act, each of the Director(s) and the Alternate Director appointed by a Member shall both be elected officials of the Governing Body of such Member and shall be appointed as a Director or Alternate Director by the elected officials of the Governing Body of such a member.

**Section 3.05. Terms of Office.** The term of office of each Director and Alternate Director shall commence with the first meeting of the Board following his or her appointment and shall continue until (a) the date on which a successor is duly appointed or (b) the date on which he or she ceases to be a member of the Governing Body of the appointing Member.

**Section 3.06. Resignation and Removal.** Any Director or Alternate Director (a) may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning; and (b) may be removed at any time by the Governing Body of the Member that appointed him or her, effective upon receipt by the Secretary or the Chair of written notice signed by the Governing Body of the appointing Member.

**Section 3.07. Vacancies.** Vacancies in the office of any Director or Alternate Director shall be filled in the same manner in which the office was originally filled pursuant to Section 3.04 herein.

**Section 3.08. Compensation.** Directors and Alternate Directors shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

**Section 3.09. Resolution and Voting.** All actions of the Board shall be by written resolution. Except as otherwise provided in Section 3.10 herein, resolutions of the Board shall be adopted upon the affirmative vote at an open and noticed public meeting of at least a simple majority of the Directors then in office who are eligible to vote on the measure. A minimum vote of two-thirds of the Directors then in office is required per §43-4-605(2)(II) C.R.S. in the case of adding territory and members to the Authority. The Authority shall provide at least 48 hours written notice of meetings to each Director and Alternate Director and to the Governing Body of each Member. Notwithstanding any other provision herein, a Director shall disqualify himself or

herself from voting on any issue with respect to which he or she has a conflict of interest, unless he or she has disclosed such conflict of interest in compliance with §18-8-308 and 24-18-101 et seq., C.R.S., as amended.

**Section 3.10. Special Rules Regarding Adoption of the Authority's Annual Budget.** Notwithstanding Section 3.09 herein, if the Board fails to approve the Authority's annual budget by resolution adopted in accordance with Section 3.09 herein by the end of the immediately preceding fiscal year of the Authority or any earlier date required by State law, until an annual budget is adopted, the Authority's budget for such year shall be the prior year's budget, with adjustments approved by a majority of the Directors then in office who are eligible to vote thereon that, in the aggregate, do not exceed the sum of "inflation" and the Authority's "local growth" as determined in accordance with Article X, §20(2)(f) and (g) of the Colorado Constitution. The procedures set forth in this Section may be modified by bylaws or rules adopted in accordance with Section 3.12 herein.

**Section 3.11. Powers of the Board.** The Board shall, subject to the limitations set forth herein, have (a) all powers that may be exercised by the board of directors or a regional transportation authority pursuant to the Act, including, but not limited to, the powers conferred by section 604(1) and (3) of the Act, and (b) all powers that may be exercised by the governing board of a separate legal entity that has been lawfully created by a contract among the Members pursuant to the Intergovernmental Relations Statute.

**Section 3.12. Bylaws and Rules.** The Board, acting by resolution adopted as provided in Section 3.09 herein, shall adopt bylaws or rules governing the activities of the Authority and the Board, including, but not limited to, bylaws or rules governing the conduct of Board meetings, voting procedures, the type of resolutions that must be in writing and procedures for the resolution of issue on which a simple or super majority cannot be obtained in accordance with Section 3.09 herein.

**Section 3.13. Additional Directors.** Notwithstanding any other provision herein, in order to comply with the provisions of §603(2)(b)(I) requiring a minimum of five Directors, if at any time there are fewer than five appointed Directors, then the underrepresented Member shall appoint an additional Director from the elected governing body of their jurisdiction within thirty days of the vacancy.

**Section 3.14. Board Officers.** The Board shall elect a Chair, a Vice Chair, a Secretary, and a Treasurer. The offices of Chair and Secretary may not be held by the same person.

**(a) Chair.** The Chair shall have the power to call meetings of the Board; the power to execute, deliver, acknowledge, file and record on behalf of the Authority such documents as may be required by this agreement, the Act or other applicable law; and such other powers as may be prescribed from time to time by the Board. The Chair may execute and deliver contracts, deeds and other instruments and agreements on behalf of the Authority as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board. The Chair shall have such additional authority, powers and duties as are appropriate and customary for the office of the chair of the board of directors or entities such as the Authority, and as the Board may otherwise prescribe.

**(b) Vice Chair.** The Vice Chair shall be the Officer next in seniority after the Chair and, upon the absence of the Chair, shall have the authority, powers and duties of the Chair.



The Vice Chair shall have such additional authority, powers and duties as are prescribed by the Board.

**(c) Secretary.** The Secretary shall give, or cause to be given, notice of all meetings (including special meetings) of the Board, keep written minutes of such meetings, have charge of the Authority's seal, be responsible for the maintenance of all records and files and the preparation and filing of reports to governmental agencies (other than tax returns), have authority to impress or affix the Authority's seal to any instrument requiring it (and, when so impressed or affixed, it may be attested by his or her signature), and have such other authority, powers and duties as are appropriate and customary for the office of the secretary of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been elected, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

**(d) Treasurer.** Subject to rules and procedures established by the Board, the Treasurer shall be responsible or shall cause a designee of the Board to be responsible for custody of the funds and all stocks, bonds and other securities owned by the Authority and shall be responsible for the preparation and filing of all tax returns, if any, required to be filed by the Authority. The Treasurer shall receive all moneys paid to the Authority and subject to any limits imposed by the Board or the Chair, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Authority's name and on the Authority's behalf, and to give full discharge for the same. The Treasurer shall also have charge of disbursements of the funds of the Authority, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuables in such depositories as shall be designated by the Board. The Treasurer shall deposit and invest all funds of the Authority in accordance with this Agreement and laws of the State applying to the deposit and investment of funds or regional transportation authorities formed under the Act. The Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been elected, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

## ARTICLE IV

### **ADMINISTRATIVE AND ADVISORY COMMITTEES**

**Section 4.01. Generally.** The Board, in accordance with §43-4-604(3)(h), C.R.S., has the power to appoint advisory committees related to the operations and planning of regional transportation and define the duties thereof.

**Section 4.02. Administrative Advisory Committee.** The Board shall appoint members to an Administrative Advisory Committee serving at the direction and pleasure of the Board. The term durations, number of members and makeup of the Administrative Advisory Committee will be determined and approved by a resolution of the Directors. The purpose of Administrative Advisory Committee will include but not be limited to advising on the Authority annual budget, operations and long range planning for Board adoption. Directors, Alternate Directors or Officers of the Authority shall not be members of the Executive Advisory Committee. The Administrative Advisory Committee shall not be authorized to exercise any power of the Board.

**Section 4.03. Other Advisory Committees.** The Board may appoint and maintain other Advisory Committees to develop recommendations with respect to policy, planning and service matters. The members of Advisory Committees may be citizens, business and resort representatives, other regional government or public agencies that represent service area outside the boundaries of the Authority. Directors or Alternate Directors of the Authority may participate in these Advisory Committees. Advisory Committees shall not be authorized to exercise any power of the Board.

## **ARTICLE V**

### **PERSONNEL**

**Section 5.01 Generally.** Personnel will be at-will employees of the Authority including but not limited to an administrator and/or finance manager. Employees shall be recruited in an open process in accordance with equal opportunity employment requirements that prohibit discriminatory hiring practices based on age, race, gender, disability or religion or any other status protected by federal or state law.

**Section 5.02. Administrator.** The Administrator shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers or duties as may be prescribed by the Board. The administrator will hire and supervise staff for the Authority based on approved budget allocations for such positions.

**Section 5.03. Powers and Duties.** Notwithstanding any other provision of this Article, the Board at any time may expand, limit or modify the powers and duties of any employee.

**Section 5.04. Vacancies.** Vacancies in the office of any employee shall be filled in the same manner in which such office was originally filled.

**Section 5.05. Compensation.** The Authority shall determine the compensation of employees for services performed, and may reimburse them for expenses incurred, in serving in such capacities upon such terms and procedures as may be established by the Board.

## **ARTICLE VI**

### **POWERS OF THE AUTHORITY**

**Section 6.01. General Grant of Power.** The Authority shall, subject to limitations set forth herein, have (i) all powers granted by the Act to regional transportation authorities and (ii) all powers that may be exercised by a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute. Such powers shall include, but shall not be limited to:

- (a) the specific powers described in §42-4-605,C.R.S.;
- (b) the power to establish Regional Transportation Activity Enterprises in accordance with §42-4-606,C.R.S.;

- (c) the power to establish local improvement districts in accordance with §42-4-608, C.R.S.;
- (d) the power to issue bonds in accordance with §42-4-609, C.R.S.;
- (e) the power to cooperate with any person or entity as provided in §42-4-610, C.R.S.;
- (f) the power to invest or deposit funds as provided in §42-4-616, C.R.S.; and
- (g) the power to petition for a judicial examination and determination of any power, act, proceeding or contract of the Authority as provided in §42-4-620, C.R.S.

**Section 6.02. Specific Responsibilities.** In addition to the general powers described in Section 6.01 herein, the Authority shall have the responsibilities described in this Section and shall have all powers necessary to carry out such responsibilities, subject to the availability of funds and, to the extent required by law, annual appropriation of funds by the Board. The description of specific responsibilities and powers in this Section shall not, however, limit the general powers of the Authority described in Section 6.01 herein.

- (a) **Regional Transit Services.** The Authority shall coordinate and may operate and fund Regional Transit Services as described in Appendix D, the Initial Service Plan, as may be amended from time to time per Article XI herein.
- (b) **Contract Transit Services.** The Authority may enter into contracts with any Member or other person or entity for the provision of transit services in the manner and subject to the terms of such contracts.
- (c) **Regional Transportation Planning.** The Authority shall engage in annual regional transportation planning to direct the Authorized Transportation Projects, pursue local, federal or state funding and coordinate overall transportation policy within the area in which it provides transit services. Regional transportation planning shall, as determined by the Board, include short range service and infrastructure planning as well as long range planning, corridor investment studies and related impact analyses.
- (d) **Planning, Construction and Maintenance of Regional Trails and Pedestrian Infrastructure.** The Authority shall provide planning and funding support for regional public trail maintenance, improvement and construction, in cooperation with Members, advisory groups and other agencies including but not limited to the USFS, BLM and CDOT. The emphasis will be on multi-modal trails that provide improved accessibility and connections between transit nodes, population centers and communities.
- (e) **Local Service.** The Authority may operate Authorized Transportation Projects of a Member jurisdiction (as distinguished from regional services) except as otherwise specifically provided herein, only pursuant to an agreement to which such Member pays the Authority for the services provided on the same fully allocated cost basis otherwise used to determine costs of services throughout the Authority's service area.
- (f) **Aerial Tramway (Gondola).** The Authority may plan for transitioning operations, maintenance, capital improvements, and the funding required for such functions of the Telluride-Mountain Village Gondola system (the "Gondola") to the Authority by December 31, 2027.

1) Capital Expenses. The Authority may fund capital expenditures that have a useful life that extends beyond December 31, 2027. In such an event the Authority would fund the portion of the capital expense that is projected to extend beyond December 31, 2027. This limitation, however, shall not preclude individual Member contributions and/or Authority contributions for capital expenditures for enhanced Gondola operations prior to December 31, 2027 above the legal minimum service standards as established under the legal requirements of the First Amended and Restated Gondola Operating Agreement dated July 28, 1999.

2) Operational Expenses. The Authority may aggregate funds from Members related to the operation for the Gondola prior to December 31, 2027, but the Authority may not expend such funds for operations prior to December 31, 2027. This limitation, however, shall not preclude individual Member contributions and/or Authority contributions for enhanced Gondola operations above the legal minimum service standards as established under the legal requirements of the First Amended and Restated Gondola Operating Agreement dated July 28, 1999, nor shall this limitation preclude the Authority from expending local, state or federal grants for the operation of the Gondola.

Nothing in this Section 6.02(f)(2) shall be construed as obligating Authority tax revenue to fund operational expenses up to the legal minimum service standards of the Gondola prior to December 31, 2027.

Notwithstanding any of the foregoing, it is an objective of the Authority to assure the ongoing operation of the Gondola beyond December 31, 2027.

**(g) Transportation Related Infrastructure.** The Authority may assume the maintenance of existing facilities and may develop new park-and-ride facilities, transit stops, vehicle maintenance garages, trails, or other necessary infrastructure related to operations under the purview of the Authority.

**(h) Roadway Maintenance & Improvements**

**(i) Rail Projects and Service**

**Section 6.03. Limitations on Powers of the Authority.** Notwithstanding Sections 6.01 and 6.02 herein, the powers of the Authority shall be limited as follows:

**(a)** the Authority may only finance, construct, operate and maintain authorized transportation projects;

**(b)** Advisory Committees may only be appointed and may only exercise the powers as provided in Article IV herein;

**(c)** no action to establish or increase a tax or to create a multiple fiscal year debt or other financial obligation that is subject to §20(4)(b) of article X of the State Constitution shall take effect unless first submitted to a referendum vote in accordance with §42-4-612 of the Act;

**(d)** the Board shall deliver notice of any proposal to establish, increase or decrease any tax to any County or Municipality where the proposed tax or fee would be imposed in accordance with §42-4-613 of the Act; and

(e) a notice of the imposition of or any increase in any fee or tax or the issuance of Bonds shall be sent to the Division of Local Government and shall be filed with the State Auditor and the State Transportation Commission in accordance with §42-4-614 of the Act.

**Section 6.04. Existing Transit Services.** The Authority shall not assume responsibility for the operation, funding or maintenance of any transit services provided by a member as set forth in Appendix D without the approval of that Member and of the Authority.

## ARTICLE VII

### FUNDING THE AUTHORITY

**Section 7.01. Baseline Funding.** The baseline funding of the Authority can be provided from the following sources pursuant to §43-4-605(1), 612, 613, and 614, C.R.S.:

- (a) A sales or use tax or both up to 1% with voter approval.
- (b) A property tax mill levy of up to 5 mills with voter approval.
- (c) A visitor benefit tax up to 2% with voter approval.
- (d) An annual motor vehicle registration fee of not more than ten dollars for each motorized vehicle registered with the San Miguel County Clerk and Recorder by persons residing within the boundaries of the Authority and stipulations as otherwise authorized by the Act. This fee can be imposed without further voter approval.

**Section 7.02. Discretionary Member Contributions.** A Member jurisdiction may make funding contributions, provide in-kind services or pay costs that otherwise would have been paid by the Authority (referred to as a “Discretionary Member Contribution”). Discretionary member contributions will be subject to Board approval on a case-by-case basis. The Authority will make a good faith effort to grant such Member a credit against other contributions or contract service payments to the Authority by or on behalf of such Member, in an amount equal to the discretionary member contribution.

**Section 7.03. Mitigation of Development Impacts.** The Authority acknowledges that regional land use development has an impact upon local and regional traffic congestion and the availability of parking. They further agree that improved transit services and infrastructure are a means for mitigating such impacts. Accordingly, Member jurisdictions shall provide recommendations for the appropriate planning and zoning boards to address transit based mitigation of the projected traffic impacts of a new development within their jurisdiction. Members shall provide recommendations regarding the means by which that the mitigation is imposed. This can include ordinance-based transit impact fees, conditions for approval imposed upon individual development projects, or other means. Funds derived from such mitigation may be remitted to the Authority to offset capital or operational costs and outlays associated with providing regional transit services to the Member.

**Section 7.04. Pursuit of Grants.** The Authority shall actively pursue grants to support its activities, including grants for offsetting operating and capital expenditures, long range planning and environmental review. The Authority shall also cooperate and assist Members in their pursuit of grants for transportation projects.

**Section 7.05. Capital Projects and Bonds.** The Authority may fund capital projects by the issuance of Authority Bonds pursuant to §43-4-609 if voter approval is obtained for the issuance of such bonds as required §43-4-612(2); through lease purchase agreements or other arrangements permitted by, and subject to compliance with the applicable provisions of State

and Federal law; or through one or more agreements with one or more Members. Regional Transportation Enterprises pursuant to §43-4-606 do not require voter approval.

**Section 7.06. No Implied Limits on Powers.** Except as otherwise specifically provided, no provision of this Article shall limit the Authority's powers under the Act.

## ARTICLE VIII

### MEMBERS

**Section 8.01. Initial Members.** The Initial Members shall be the Initial Signatories whose participation in the Authority is approved by its registered electors at the November 8<sup>TH</sup> 2016 election as described in Section 2.05 herein.

#### **Section 8.02. Withdrawal of Initial Members.**

(a) An Initial Member may withdraw from the Authority only if:

(i) Any Ballot Questions required for the establishment of the Authority under Section 2.04 herein are not approved at the initial Election by a majority of the electors voting thereon; or

(ii) If a Ballot Question regarding the establishment of the Authority fails within the jurisdictional boundaries of one or more of the Initial Signatories, the Governing Body of an Initial Member where a Ballot Question has passed may, subsequent to the initial Election adopt a resolution or ordinance, and deliver written notice to all the other Initial Members, stating that such Initial Member has withdrawn from the Authority.

(iii) Members may only withdraw from the Authority subject to the conditions set forth in this Section. In particular none of the Initial Signatories may withdraw from the Authority if all three ballot measures described in Section 2.04(a) herein are approved by a majority of the registered electors voting thereon.

(b) If an Initial Member withdraws from the Authority pursuant to subsection (a) of this Section:

(i) the territory within the boundaries of such Initial Member will be excluded from the Boundaries of the Authority and Appendices A and B shall be amended.

(ii) the obligations of such Initial Member set forth in the Agreement shall terminate.

**Section 8.03. Additional Members.** Any County or Municipality or portion thereof, which is not an Initial Member of the Authority, may become a Member (for purposes of this Section, a "new Member") effective upon:

(a) The adoption of a resolution of the Board in accordance with Section 3.09 herein, the effectiveness of which may be conditioned by agreement and compliance of such new Member with any conditions which the Board, in its sole discretion, sees fit to impose;

(b) unless the new Member is the State, approval of such new Member's participation in the Authority by the electors residing within the territory of the new Member that is to be included in the Boundaries of the Authority; and

(c) compliance with any other conditions to the admission of such new Member as a Member or its execution of the amended Agreement imposed under the Act, the Intergovernmental Relations Statute or any other applicable law.

**Section 8.04 Future Elections.** Non-resident property owners within the Town of Mountain Village who constitute registered electors within the Town of Mountain Village shall be eligible to vote on future ballot questions arising under §612(1) of the Act (a referendum election to establish or increase any tax authorized by the Act). However, non-resident property owners shall not be eligible to vote on future ballot questions arising under §612(2) of the Act (a referendum election to create a multiple fiscal year debt or other financial obligation that is subject to §20(4)(b) of article X of the State Constitution). In recognition of the restriction to be placed on the Town of Mountain Village's non-resident registered electors, which by the terms of this Agreement, shall not be entitled to vote on any question arising under §612(2) of the Act, it is the intent of the Members herein that, to the extent possible, future elections be limited to such issues that recognize and permit the enfranchisement of all registered electors within the boundaries of the Authority, including the non-resident property owners of the Town of Mountain Village.

## ARTICLE IX

### **TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION**

**Section 9.01. Effective Date.** The term of the Agreement shall begin when all the conditions to the establishment of the Authority set forth in Section 2.01 herein have been satisfied.

**Section 9.02. Termination.** The term of this Agreement shall end when all the Members agree in writing to terminate this Agreement provided, however, that this Agreement may not be terminated so long as the Authority has any Bonds outstanding.

**Section 9.03. Distribution of Assets Upon Termination.** Upon termination of this Agreement pursuant to Section 9.02 herein, after payment of all Bonds and other obligations of the Authority, the net assets of the Authority shall be distributed to the parties who are Members at such time in proportion to the sum of:

(a) the amount of cash and the value of property and services contributed by them to the Authority pursuant to Article VII and VIII herein minus the amount of cash and the value of property previously distributed to them by the Authority and

(b) the unexpended amount of collected Authority approved and imposed taxes or other charges, other than fares paid by the taxpayers of a Member to the Authority. Taxes or other charges paid by residents of areas of Counties which are also located within a Municipality will be allocated 100% to the Municipality for such purposes.

**ARTICLE X**

**DEFENSE OF DIRECTORS, OFFICER, MEMBERS OF ADVISORY COMMITTEES AND EMPLOYEES**

The Authority shall insure and defend each Director, Officer, member of an Advisory Committee and employee of the Authority in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal, or other, including appeals), in which he or she may be involved in his or her official capacity by reason of his or her being or having been a Director, Officer, member of a Committee or employee of the Authority, or by reason of any action or omission by him or her in such capacity. The Authority shall insure and defend each Director, Officer or member of a committee and employee of the Authority against all liability, costs and expenses arising from any such claim, suit or action, except any liability arising from criminal offenses or willful misconduct or gross negligence. The Authority's obligations pursuant to this Article shall be limited to funds of the Authority available for such purposes, including but not necessarily limited to insurance proceeds. The Board may establish specific rules and procedures for the implementation of the Article.

**ARTICLE XI**

**AMENDMENTS**

**Section 11.01. Amendments Generally.** This Agreement may be amended upon unanimous consent of all Members and only by resolution of the Board. Such consent shall first be manifested by a majority affirmative vote of the governing bodies of each Member.

**Section 11.02. Amendments to Boundaries.** The Initial Boundaries outlined in Appendix A "Determination of the Boundaries of the Authority" herein, may be amended in accordance with Section 11.01 herein and with the required approval of the registered voters of any municipal or unincorporated portion of a county proposed to be added to the territory of the Authority. For purposes of this Section, territory of a Member that is a Municipality shall include territory within such Municipality's boundaries or within such Municipality's comprehensive planning area of influence as established as of the date to first set forth above, but shall not include any territory which has previously been included within the incorporated boundaries of another Municipality.

**Section 11.03. Modification of Appendices C-1 through C-4.** Notwithstanding any other provision herein, any ballot question attached herein as Appendix C-1 through C-4 may be modified by the Governing Body of the Initial Signatory responsible for submitting such ballot question to the electors as provided in Section 2.04 herein.

**ARTICLE XII**

**MISCELLANEOUS**

**Section 12.01. Adoption and Execution of Agreement in Accordance with Law.** Each Initial Signatory hereby represents to each other Initial Signatory that it has adopted and executed this Agreement in accordance with applicable law.

**Section 12.02. Parties in Interest.** There are no expressed or implied third party beneficiaries to this Agreement.



**Section 12.03. No Personal Liability.** No covenant or agreement contained in this Agreement or any resolution or bylaw issued by the Board shall be deemed to be a covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Member in his or her individual capacity.

**Section 12.04. Notices.** Except as otherwise provided in this Agreement, all notices, or other communications by the Authority, any Member, any Personnel or any member of an Advisory Committee, to any other such person pursuant to the Agreement shall be in writing;,, shall be given a reasonable period of time to be posted or otherwise publically noticed.

**Section 12.05. Assignment.** None of the rights or benefits of any Member may be assigned, nor may any of the duties or obligations of any Member be delegated without the express written consent of all the Members.

**Section 12.06. Severability.** In any clause, provision, subsection, Section or Article of the Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or enforceability of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions of this Agreement.

**Section 12.07. Interpretation.** Subject only to the express limitations set forth herein, this Agreement shall be liberally construed in accordance with the stated purposes of the Agreement and the applicable provisions of the Act.

**Section 12.08. Governing Law.** The laws of the State shall govern the construction and enforcement of the Agreement. Venue for purposes of any litigation arising under this Agreement shall only be proper in the San Miguel County District Court.

Signature Page  
To  
SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION  
INTERGOVERNMENTAL AGREEMENT  
Dated as of \_\_\_\_\_ 201\_\_

ATTEST:

TOWN OF TELLURIDE, COLORADO

\_\_\_\_\_  
Telluride Town Clerk

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

TOWN OF MOUNTAIN VILLAGE, COLORADO

\_\_\_\_\_  
Mountain Village Town Clerk

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

SAN MIGUEL COUNTY, COLORADO

\_\_\_\_\_  
San Miguel County Clerk to the Board

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

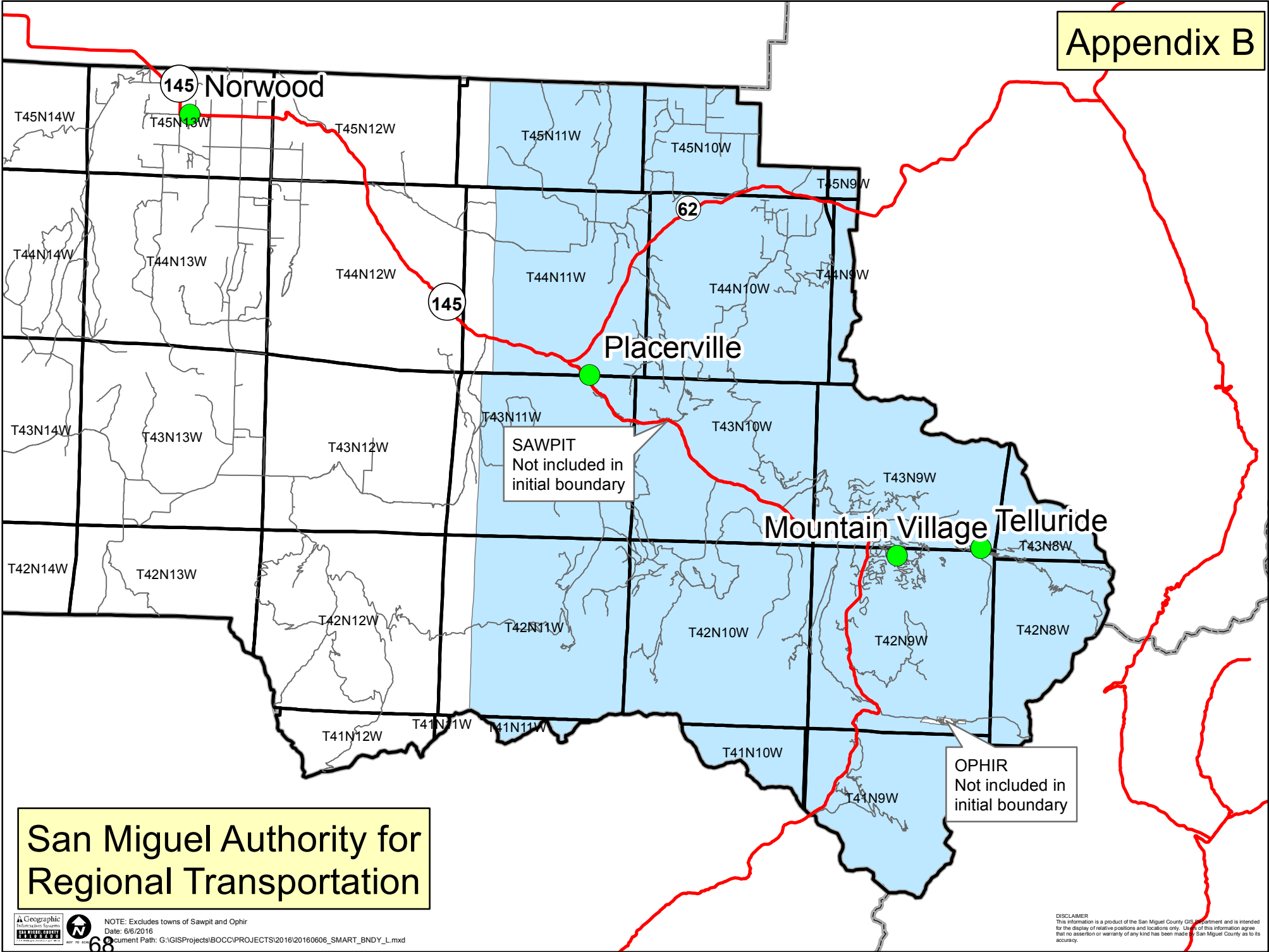
Title: \_\_\_\_\_

## APPENDIX A

### DETERMINATION OF BOUNDARIES OF THE AUTHORITY

The Initial Boundaries of the Authority shall consist of:

1. If the Authority is approved by a majority of the registered electors of the Town of Telluride voting thereon at the Election, all territory within the Town of Telluride and all territory subsequently annexed to the Town of Telluride.
2. If the Authority is approved by a majority of the registered electors of the Town of Mountain Village voting thereon at the Election, all territory within the Town of Mountain Village and all territory subsequently annexed to the Town of Mountain Village.
3. If the Authority is approved by the majority of registered electors of the unincorporated territory of San Miguel County within election precincts (as defined of the date herein) existing within the Telluride R1 School District as defined in boundary map Appendix B, voting thereon at the Election.



San Miguel Authority for Regional Transportation



NOTE: Excludes towns of Sawpit and Ophir  
Date: 6/6/2016

Document Path: G:\GISProjects\BOCCI\PROJECTS\2016\20160606\_SMART\_BNDY\_L.mxd

DISCLAIMER  
This information is a product of the San Miguel County GIS Department and is intended for the display of relative positions and locations only. Users of this information agree that no assertion or warranty of any kind has been made by San Miguel County as to its accuracy.

APPENDIX C-1

SAN MIGUEL COUNTY ESTABLISHMENT BALLOT QUESTION

SHALL SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION (“SMART”) TAXES BE INCREASED \$1,300,000.00 IN 2017 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM (I) THE LEVY OF AN ADDITIONAL 0.25% SALES TAX (ONE CENT ON EACH FOUR DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO AND (II) THE LEVY OF A UNIFORM MILL LEVY OF 0.75 MILLS ON ALL TAXABLE PROPERTY LOCATED WITHIN THE TERRITORY OF SMART; PROVIDED THAT SUCH TAX INCREASE COMMENCE ON JANUARY 1, 2017; AND SHALL SMART BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE SMART INTERGOVERNMENTAL AGREEMENT (THE “SMART IGA”) AS MAY BE AMENDED FROM TIME TO TIME BETWEEN SAN MIGUEL COUNTY, THE TOWN OF TELLURIDE AND THE TOWN OF MOUNTAIN VILLAGE, COLORADO, FOR THE PURPOSE OF PROVIDING EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES IN ACCORDANCE WITH THE SMART IGA; AND SHALL ALL AMOUNTS RECEIVED BY SMART FROM SUCH TAX INCREASES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES \_\_\_\_\_ NO \_\_\_\_\_

**APPENDIX C-3**

**TOWN OF MOUNTAIN VILLAGE  
ESTABLISHMENT BALLOT QUESTION**

**SHALL SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION (“SMART”) TAXES BE INCREASED \$1,300,000.00 IN 2017 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM (I) THE LEVY OF AN ADDITIONAL 0.25% SALES TAX (ONE CENT ON EACH FOUR DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO AND (II) THE LEVY OF A UNIFORM MILL LEVY OF 0.75 MILLS ON ALL TAXABLE PROPERTY LOCATED WITHIN THE TERRITORY OF SMART; PROVIDED THAT SUCH TAX INCREASE COMMENCE ON JANUARY 1, 2017; AND SHALL SMART BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE SMART INTERGOVERNMENTAL AGREEMENT (THE “SMART IGA”) AS MAY BE AMENDED FROM TIME TO TIME BETWEEN SAN MIGUEL COUNTY, THE TOWN OF TELLURIDE AND THE TOWN OF MOUNTAIN VILLAGE, COLORADO, FOR THE PURPOSE OF PROVIDING EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES IN ACCORDANCE WITH THE SMART IGA; AND SHALL ALL AMOUNTS RECEIVED BY SMART FROM SUCH TAX INCREASES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?**

YES/FOR \_\_\_\_\_ NO/AGAINST \_\_\_\_\_

APPENDIX C-4

TOWN OF MOUNTAIN VILLAGE  
FUNDING BALLOT QUESTION

SHALL SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION (“SMART”) TAXES BE INCREASED \$1,300,000.00 IN 2017 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM (I) THE LEVY OF AN ADDITIONAL 0.25% SALES TAX (ONE CENT ON EACH FOUR DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO AND (II) THE LEVY OF A UNIFORM MILL LEVY OF 0.75 MILLS ON ALL TAXABLE PROPERTY LOCATED WITHIN THE TERRITORY OF SMART; PROVIDED THAT SUCH TAX INCREASE COMMENCE ON JANUARY 1, 2017; AND PROVIDED THAT THE REGISTERED ELECTORS OF THE TOWN OF TELLURIDE, THAT PORTION OF THE UNINCORPORATED AREA OF SAN MIGUEL COUNTY LOCATED WITHIN THE BOUNDARIES OF THE PROPOSED SMART AND THE RESIDENT REGISTERED ELECTORS OF THE TOWN OF MOUNTAIN VILLAGE APPROVED SMART TO BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE SMART INTERGOVERNMENTAL AGREEMENT (THE “SMART IGA”) AS MAY BE AMENDED FROM TIME TO TIME BETWEEN SAN MIGUEL COUNTY, THE TOWN OF TELLURIDE AND THE TOWN OF MOUNTAIN VILLAGE, COLORADO, FOR THE PURPOSE OF PROVIDING EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES IN ACCORDANCE WITH THE SMART IGA; AND SHALL ALL AMOUNTS RECEIVED BY SMART FROM SUCH TAX INCREASES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES/FOR \_\_\_\_\_ NO/AGAINST \_\_\_\_\_

## APPENDIX D

### INITIAL SERVICE PLAN

1. The Authority shall strive to deliver safe and reliable public transit services, and to consistently advocate and promote the use of multi-modal transit systems.
2. The Authority shall engage in comprehensive long range transportation planning under the direction of the San Miguel Authority for Regional Transportation Board with participation from the Advisory Committees and other regional stakeholders. Within the long range transportation planning process, an initial service plan shall be developed, which shall include but not be limited to the following elements:
  - a. Improved transit coordination, services and schedules;
  - b. A phased plan for transit related facilities and infrastructure;
  - c. A review and plan for specialized transit services, as outlined below (3-d).
  - d. Long term sustainable funding

The Initial Service Plan shall be subject to SMART Board Adoption.

3. The Authority shall consider enhancing or providing new transit services including but not limited to the following:
  - a. Transit serving Placerville/Down Valley, Norwood, Ridgway, Montrose, Ophir, Rico, and Cortez, including points between these jurisdictions.
  - b. Transit service for Lawson Hill and neighboring communities.
  - c. Transit service during shoulder season, special event, and Gondola backup between the towns of Telluride and Mountain Village.
  - d. Specialized services including paratransit, medical appointment, and senior transit.
  - e. Regional trail planning, construction and maintenance with an emphasis on the provision of multi-modal linkages and accessibility to and between transit services, neighboring communities and population centers.
  - f. Assuming intra-town services in a manner consistent with existing or improved levels of service subject to the agreement of the effected Member jurisdiction.
  - g. Funding for maintenance, repairs and improvement of the gondola aerial tramway system, between Mountain Village and Telluride consistent with the provisions of Section 6.02(f)(1) and 6.02(f)(2).



**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MOUNTAIN VILLAGE AND THE SAN MIGUEL COUNTY CLERK AND RECORDER REGARDING RESPONSIBILITIES FOR CONDUCTING THE EVEN-YEAR GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016**

**THIS INTERGOVERNMENTAL AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_ day of August, 2016 by and between the **Town of Mountain Village**; 455 Mountain Village Blvd., Suite A, Mountain Village, CO 81435, and the **San Miguel County Clerk And Recorder**, P.O. Box 548, 305 W. Colorado Avenue, Telluride, CO 81435 (the “**Clerk**”), pursuant to § 1-7-116(2), C.R.S., regarding the administration of the even-year general election to be held on November 8, 2014 (the “Election”).

**RECITALS**

WHEREAS, the **Clerk** and the **Town of Mountain Village** desire to enter into this Agreement regarding the administration of their respective duties in connection with the Election.

WHEREAS, pursuant to § 1-7-116, C.R.S., the **Town of Mountain Village** may contract with the **Clerk** to perform all or part of the duties associated with conducting the Election, including, but not limited to the requirements of the Uniform Election Code of 1992, Title 1, Articles 1 to 13, C.R.S. (the “Code”) and the Election Rules of the Colorado Secretary of State (the “Rules”).

WHEREAS, in addition to the requirements of the Code and the Rules, Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer’s Bill of Rights or “TABOR,” imposes additional requirements on the **Clerk** and **Town of Mountain Village**, including, but not limited to, the production of a mailed notice of the ballot issues to be determined for the **Town of Mountain Village** that are subject to the requirements of TABOR (the “TABOR Notice”).

WHEREAS, the **Town of Mountain Village** and the **Clerk** have determined that it is in the best interests of the **Town of Mountain Village** to agree to the scheduling and conduct of the Election as a Coordinated Election, pursuant to the terms and conditions of this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the promises and obligations contained herein, the sufficiency of which is acknowledged, the **Clerk** and the **Town of Mountain Village** hereby agree as follows:

**A. Purpose and General Matters**

1. Purpose: The purpose of this Agreement is to set forth the tasks to be completed by the **Clerk** and by the **Town of Mountain Village** to conduct the Election and to establish and pro-rate the costs thereof.

2. Coordinated Election Official: The Election may involve more than one political subdivision with overlapping boundaries, and the **Clerk** shall serve as the “Coordinated Election

Official” for all political subdivisions involved in the Election, in accordance with the Code and the Rules.

3. Designated Election Official: The **Town of Mountain Village** designates **Town of Mountain Village Clerk Jackie Kennefick** as its “Designated Election Official” for all matters under the Code and the Rules that require action by the Designated Election Official, and who shall have the primary responsibility for procedures that are the responsibility of the **Town of Mountain Village** pursuant to this Agreement.

4. Places of Deposit and Walk-In Voting Locations: The **Clerk** shall designate Places of Deposit and Voter Service and Polling Center Locations in accordance with the Code and the Rules.

5. Mail Ballot Election: This election will be conducted as an All Mail Delivery of Ballots election, with at least one Voter Service and Polling Center open for early voting and voter services, and in accordance with the applicable provisions of Colorado’s Uniform Election Code of 1992, including C.R.S. Title 1, Article 5, Notice and Preparation for Elections, Title 1, Article 7 Conduct of Elections, and Title 1, Article 7.5, Mail Ballot Elections.

## **B. Duties of Town of Mountain Village**

The **Town of Mountain Village** shall perform all acts required of the **Town of Mountain Village** by the Code, the Rules, TABOR, and all other applicable law, including, but not limited to:

1. Ballot Preparation: Certify the ballot contents to the **Clerk**, in its exact form, no later than 9:00 a.m. on Friday, September 9, 2016. The **Town of Mountain Village** shall provide the Clerk with the ballot contents in both hard copy and Microsoft Word format, delivered to the **Clerk** at 305 West Colorado Avenue, Telluride, CO 81435 or by email to [kathleene@sanmiguelcountyco.gov](mailto:kathleene@sanmiguelcountyco.gov). The Town of Mountain Village will endeavor to provide Clerk a reasonable draft of its ballot contents earlier to assist in drafting the combined ballot for all coordinating entities.

2. TABOR Compliance (if Applicable): Prepare the text of the TABOR Notice for the **Town of Mountain Village** in a format consistent with TABOR and provide the TABOR Notice to the **Clerk** in both hard copy and Microsoft Word format, no later than 9:00 a.m. on Tuesday, September 27, 2016 for inclusion in the TABOR Notice Package. Ballot Titles included in the Tabor Notice shall have this order of preference: “NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE DEBT/ON A CITIZEN PETITION/ON A REFERRED MEASURE.” The TABOR Notice shall include any voter-approved additions and:

- a. The Election date, hours, ballot title, ballot text, and the local election office address and telephone number.
- b. The estimated or actual total of district fiscal year spending for the current year and each of the past four years, and the overall percentage and dollar change.
- c. For the first full fiscal year of any proposed tax increase, estimates of the maximum dollar amount of each increase and of district fiscal year spending without the increase.

- d. Two summaries, up to 500 words each, one for and one against the proposal, of written comments filed with the Designated Election Official by 45 days before the Election (on or before Friday, September 23, 2016) in a format consistent with TABOR § 3(b).

The **Town of Mountain Village** shall be solely responsible for the preparation, accuracy and language of the TABOR Notice. The **Clerk** shall in no manner be responsible for the **Town of Mountain Village** compliance with the requirements of TABOR, nor shall the **Clerk** in any manner be responsible for the language contained in the **Town of Mountain Village** TABOR Notice. The **Town of Mountain Village** shall be solely responsible for calculating and providing to the **Clerk** all fiscal information necessary to comply with TABOR and the **Clerk** shall in no way be responsible for the accuracy of the fiscal information, which shall be placed on the TABOR Notice in the form provided by the **Town of Mountain Village**. As with the “reasonable draft” ballot contents referred to in Ballot Preparation above, the **Town of Mountain Village** will endeavor to provide a reasonable draft of its TABOR Notice earlier than the deadline to assist in drafting the combine TABOR Notice Package for all coordinating entities.

3. Election Day: If requested by the **Clerk**, (1) provide a **Town of Mountain Village** representative to attend and observe any ballot testing or counting prior to the Election; and/or (2) provide support for the Election by telephone or in-person.

4. Canvass of Votes: At the **Town of Mountain Village’s** option, appoint a representative to participate on the board of canvassers and provide the name of the representative to the **Clerk** on or before October 24, 2016.

### **C. Duties of the Clerk**

The **Clerk** shall perform all acts required of the **Clerk** by the Code, the Rules, TABOR, and all other applicable law, including, but not limited to:

Voter Registration: Supervise, administer and provide the necessary facilities and forms for voter registration under State of Colorado Uniform Election Code 1992 and Colorado Secretary of State Rules. The **Town of Mountain Village Designated Election Official** shall provide the voter registration lists, including full mailing addresses and status, required by Section E.3. a. and b., below to the **Clerk** by Tuesday, October 11, 2016. The **Designated Election Official** shall ensure that nonresident property owners who are registered to vote in the Town of Mountain Village, as more particularly described in Section E.3.b. below, are the property owners of record as of October 10, 2016. The **Clerk** shall be responsible for determining that such voters continue to maintain their ownership of such property as of the date of the election.

1. Voter Service and Polling Centers: Provide facilities and information for early voting pursuant to the relevant provisions of the Code and the Rules and be responsible for all aspects thereof.

2. Staff: Appoint and train all election judges, deputy clerks, and other staff required to adequately serve the number of electors registered to vote at the Election.

3. Election Supplies: Provide all necessary equipment, forms and personnel to conduct the Election.

4. Ballot Preparation: Layout the text of the ballot in a format that complies with the Code and the Rules, and, upon the request of the **Town of Mountain Village**, provide the ballot printing layouts and text to the **Town of Mountain Village** for proofreading.

5. TABOR Compliance: Combine the text of the TABOR Notice provided by the **Town of Mountain Village** with the TABOR Notices supplied by all other jurisdictions to produce a “TABOR Notice Package,” in compliance with the applicable provisions of Colo. Const. Art. X Section 20 (3) Election Provisions, and mail the TABOR Notice Package at least thirty days prior to the Election (on or before Friday, October 7, 2016) and in accordance with all other applicable TABOR provisions. The TABOR Notice compiled by the **Clerk** will be provided to households eligible to vote under Colorado’s Uniform Election Code of 1992. The TABOR Notice appropriate to **Town of Mountain Village** households voting under the provisions of Section E.3. a. and b. below will be prepared and distributed by the **Town of Mountain Village DEO**.

6. Mail Ballot/Election Day: Conduct and oversee the conduct of the Election as an All Mail Delivery of Ballots Election pursuant to the Code and the Rules.

7. Tabulation of Ballots: Conduct and oversee the process of counting the ballots and provide the **Town of Mountain Village** with an unofficial abstract of votes upon completion of counting the ballots.

8. Certification of Results: Appoint, instruct, and otherwise oversee a board of canvassers pursuant to the Code and the Rules. Complete canvassing no later than Friday, November 25, 2016 and certify the results of the Election within the time required by the Code and the Rules and provide the **Town of Mountain Village** with a copy of all Election statements and certificates created pursuant to the Code and the Rules.

9. Storage and Records: Store all election records and any other required materials pursuant to the Code and the Rules and in such a manner that the **Town of Mountain Village** may access such records, if necessary, to resolve any challenge or other legal question that may arise regarding the Election.

10. HAVA Compliance: Ensure that the Election is run in accordance with the Help America Vote Act, 42 U.S.C. 15301, *et seq.*, and that all equipment used for the Election has been certified by the Colorado Secretary of State.

#### **D. Costs**

1. Allowable Costs: The **Town of Mountain Village** shall be responsible for its pro-rata share of all actual costs, which shall include those expenses permitted by state law including, but not limited to, the costs of temporary labor, part-time labor, overtime, postage, equipment delivery, extraordinary equipment rental, printing, legal publications, mailing, materials, vote center facility fees, vote center signage, and election worker expenses. All costs related to ballot printing will be pro-rated according to ballot question length/number of words. All other costs ballot costs will be split equally based on the number of eligible voters in each coordinating entity’s jurisdiction. Costs for production and mailing of the TABOR Notice Package will be

similarly split based on the length in words of each entity's submission and the number of voting households in each jurisdiction. See the attached Billing Example for further explanation.

2. Separate Costs: Separate costs identified with the creating, printing, issuing and processing a special ballot persons entitled to vote on taxing or debt issues in accordance with Section E.3. below will be billed without proration.

3. Invoice: The **Clerk** shall provide the **Town of Mountain Village** with an invoice for the County's pro-rata share of expenses that includes an itemized list of such expenses and the Separate Costs in Section D.2. above. The **Town of Mountain Village** shall remit the total amount to the **Clerk** within thirty days of receipt of the invoice. The **Clerk's** determination of the amount of the invoice shall be final and in the **Clerk's** sole discretion and shall not be subject to dispute unless clearly unreasonable.

## **E. Miscellaneous**

1. Unless otherwise specified herein, publication of any required legal notices concerning the **Town of Mountain Village's** election, which are to be published prior to certification of the ballot content, shall be the responsibility of the **Town of Mountain Village**. A copy of the published legal notice shall be submitted to the **Clerk** for her records. Publication of any required legal notices that are to be published after certification of the ballot content shall be the responsibility of the **Clerk**. The **Town of Mountain Village** may run general election informational ads after confirming ad information with the **Clerk** during the election process.

2. In accordance with the Fair Campaign Practices Act, (Title 1, Article 45, Section 109) of the Colorado Revised Statutes, all **Town of Mountain Village** issue and candidate filings are with the **Town of Mountain Village**.

3. Home Rule Charter and Mountain Village Municipal Code Exceptions: The **Town of Mountain Village** hereby notifies the **Clerk** that pursuant to the Mountain Village Home Rule Charter the following exceptions exist:

(a) Home Rule Charter Section 2.3.b. states that persons who are legal residents of the Town of Mountain Village for at least thirty (30) consecutive days immediately prior to the election, who are at least eighteen (18) years of age on the date of the election, and who register with the Town Clerk or Clerk at least twenty-nine (29) days prior to any Town of Mountain Village election may be qualified electors. This section does not require United States citizenship to qualify as a qualified resident registered elector. The Town of Mountain Village Clerk holds that registration list and is responsible for registering qualified persons and maintaining that registration list.

(b) Home Rule Charter Section 2.3.c. states that owners of real property located within the boundaries of the Town of Mountain Village who are not legal residents of the Town may become registered electors and be qualified to vote on any municipal issue at any Town of Mountain Village election so long as they register with the Town of Mountain Village Clerk, or Clerk if they are San Miguel County residents, at least twenty-nine (29) days prior to any Town of Mountain Village election, have been owners of record of real property within the Town of Mountain Village for at least thirty (30) consecutive days immediately prior to the date of the election, have during that time owned a minimum of fifty percent (50%) of the fee title interest in the subject real

property, will be at least eighteen (18) years of age at the time of the election, and are natural persons. The Town of Mountain Village Clerk holds that registration list and is responsible for registering qualified persons and maintaining that registration list.

(c) Home Rule Charter Section 2.3.d. requires that each qualified elector of the Town of Mountain Village certify by affidavit that he or she is qualified under the requirements set forth in the Home Rule Charter.

(d) Pursuant to Mountain Village Municipal Code Section 1.12.030 all municipal elections shall be non-partisan and political parties may not participate in any Town of Mountain Village elections.

(e) Pursuant to Mountain Village Municipal Code Section 1.12.050 the Town of Mountain Village has opted out of the identification requirement provisions of the State of Colorado Mail Ballot Act, C.R.S. 1-7.5-107(3.5), (4) and (5), and Colorado Secretary of State Regulations 12.5.6 through 12.5.9, for all Town of Mountain Village elections; and further, that beyond the voter registration requirement to provide the voter's date of birth, does not require further identification as a condition of registering to vote or voting in Town of Mountain Village elections. The Town of Mountain Village Home Rule Charter and Municipal Code do not require verification of signatures.

(f) All terms used and defined in the agreement shall have the same meaning as found in the Uniform Election Code of 1992, Title 1 ("Election Code") and the Mountain Village Home Rule Charter and the Mountain Village Municipal Code.

4. The **Clerk** may enter into other substantially similar agreements with other political subdivisions for conduct of this and other elections.

5. Except as herein provided, no person or entity, other than a party to this Agreement, shall have any right of action under this Agreement. It is the express intent of the parties hereto that any person receiving services or benefits under this Agreement, other than a party to this Agreement, shall be deemed an incidental beneficiary only.

6. Nothing in this Agreement shall be deemed to waive or otherwise limit any defenses or immunities that may be available to San Miguel County under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* No failure by any party hereto to exercise any right that it may have pursuant to this Agreement shall be deemed a waiver of that right, or of the right to demand exact compliance with the terms of this Agreement, or of any other right expressly or implicitly granted herein.

7. Venue for a dispute hereunder shall be in the District Court for San Miguel County. It is agreed that if any action is brought into a court of law by either party to this Agreement as to the enforcement, interpretation, or construction of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees as well as all costs incurred in the prosecution or defense of such action.

8. Should a Court of competent jurisdiction find and determine that a specific provision or provisions of this Agreement are legally void, invalid, or otherwise unenforceable, such specific provision or provisions shall be deemed to be severable from the remainder of this Agreement, which shall remain legally valid and in full force and effect

This Agreement constitutes the entire integrated agreement and understanding between the parties hereto, supersedes any prior written or oral Agreement or understanding relating to the subject matter of this Agreement, and may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

*[Signatures on following page]*

DRAFT

**THIS AGREEMENT** has been executed by the parties hereto as of the date first written above.

**CLERK AND RECORDER  
SAN MIGUEL COUNTY, COLORADO**

\_\_\_\_\_  
M Kathleen Erie

\_\_\_\_\_  
(date)

**TOWN OF MOUNTAIN VILLAGE  
MOUNTAIN VILLAGE, COLORADO**

\_\_\_\_\_  
Jackie Kennefick, Designated Election Official

\_\_\_\_\_  
(date)

DRAFT



**BILLING EXAMPLE**

In this example, there are four political subdivisions, County, Town, District A, and District B. Each political subdivision will present one or more measures to the voters:

	<b>Measure(s)</b>	<b># of Words</b>
<b>County</b>	C-1	<b>875</b>
<b>Town</b>	T-1	120
	T-2	700
	T-3	435
Total		<b>1255</b>
<b>District A</b>	DA-1	55
	DA-2	1650
Total		<b>1705</b>
<b>District B</b>	DB-1	225
	DB-2	375
	DB-3	800
	DB-4	150
	DB-5	20
Total		<b>1570</b>

Four different Ballot Styles are needed to ensure that all voters within each political subdivision are presented with the appropriate measures. All registered voters within the County are entitled to vote on the County measure, so C-1 is on all four Ballot Styles. But the other political subdivisions have different boundaries, which encompass less than the entire County, resulting in the following Ballot Styles:

	<b>Ballot Style 1</b>	<b>Ballot Style 2</b>	<b>Ballot Style 3</b>	<b>Ballot Style 4</b>
<b>County # of Words</b>	875	875	875	875
<b>Town # of Words</b>	1255		1255	1255
<b>District A # of Words</b>	1705	1705		
<b>District B # of Words</b>	1570			1570
<b>Total Number of Words</b>	<b>5405</b>	<b>2580</b>	<b>2130</b>	<b>3700</b>
<b>Total Number of Voters</b>	<b>500</b>	<b>725</b>	<b>350</b>	<b>675</b>

The total cost of the election is divided into costs that will be split equally among the political subdivisions and costs that will be pro-rated (those costs related to ballot printing, which are pro-rated according to the total number of words attributable to each political subdivision). This example uses a total election cost of \$65,000 with \$30,000 to be split equally and \$35,000 to be pro-rated. The following figures are also needed:

- Total Number of Registered Voters
- Number of Political Subdivisions per Ballot Style

- Number of Voters per Ballot Style
- Number of Words per Ballot Style
- Number of Words per Political Subdivision

**REQUIRED INFORMATION**

Costs Split Equally    \$30,000  
 Costs Pro-Rated        \$35,000  
 Registered Voters      2,750

	Ballot Style 1	Ballot Style 2	Ballot Style 3	Ballot Style 4
Number of Political Subdivisions	4	2	2	3
Number of Voters	500	725	350	675
Number of Words	5405	2580	2130	3700

	County	Town	District A	District B
Number of Words	875	1255	1705	1570

**CALCULATION OF COSTS SPLIT EQUALLY (\$30,000)**

**1. Number of Voters each Entity is Responsible for per Ballot Style**

*Formula: Number of Voters per Ballot Style / Number of Entities on Ballot*

	Ballot Style 1	Ballot Style 2	Ballot Style 3	Ballot Style 4
County	125	362.5	175	225
Town	125	0	175	225
District A	125	362.5	0	0
District B	125	0	0	225

**2. Percentage of Costs Split Equally Due per Entity**

*Formula: (Number of Voters Entity is Responsible for per Ballot Style / Total Registered Voters)\*100*

	Ballot Style 1	Ballot Style 2	Ballot Style 3	Ballot Style 4	Total
County	4.55%	13.18%	6.36%	8.18%	32.27%
Town	4.55%	0.00%	6.36%	8.18%	19.09%
District A	4.55%	13.18%	0.00%	0.00%	17.73%
District B	4.55%	0.00%	0.00%	8.18%	12.73%

**3. Amount of Costs Split Equally Due per Entity**

*Formula: Total Costs Split Equally \* (Percent of Costs Split Equally Due per Entity / 100)*

County            \$9,681  
 Town             \$5,727  
 District A       \$5,319  
 District B       \$3,819

**CALCULATION OF PRO-RATED COSTS (\$35,000)**

**1. Number of Voters each Entity is Responsible for per Ballot Style**

*Formula: (Number of Voters per Ballot Style / Number of Words on Ballot) \* Number of Words per Entity*

		<b>Ballot Style 1</b>	<b>Ballot Style 2</b>	<b>Ballot Style 3</b>	<b>Ballot Style 4</b>
<b># of Voters per Ballot Style</b>		500	725	350	675
<b># of Words per Ballot Style</b>		5405	2580	2130	3700
<b># of Words per Entity</b>					
<b>County</b>	875	80.94	245.88	143.78	159.63
<b>Town</b>	1255	116.10	0.00	206.22	228.95
<b>District A</b>	1705	157.72	479.12	0.00	0.00
<b>District B</b>	1570	145.24	0.00	0.00	286.42

**2. Percentage of Costs Split Pro-Rata Due per Entity**

*Formula: (Number of Voters Entity is Responsible for per Ballot Style / Total Registered Voters)\*100*

	<b>Ballot Style 1</b>	<b>Ballot Style 2</b>	<b>Ballot Style 3</b>	<b>Ballot Style 4</b>	<b>Total</b>
<b>County</b>	2.94%	8.94%	5.23%	5.80%	22.92%
<b>Town</b>	4.22%	0.00%	7.50%	8.33%	20.05%
<b>District A</b>	5.74%	17.42%	0.00%	0.00%	23.16%
<b>District B</b>	5.28%	0.00%	0.00%	10.42%	15.70%

**3. Amount of Costs Split Pro-Rata Due per Entity**

*Formula: Total Costs Split Pro-Rata \* (Percent of Costs Split Pro-Rata Due per Entity / 100)*

Entity A    \$8,022  
 Entity B    \$7,017  
 Entity C    \$8,106  
 Entity D    \$5,495

**SUMMARY OF TOTAL BILL**

	<b>Costs Split Equally</b>	<b>Pro-Rated Costs</b>	<b>Total</b>
<b>County</b>	\$9,681	\$8,022	<b>\$17,703</b>
<b>Town</b>	\$5,727	\$7,017	<b>\$12,744</b>
<b>District A</b>	\$5,319	\$8,106	<b>\$13,425</b>
<b>District B</b>	\$3,819	\$5,495	<b>\$9,314</b>

**AN EMERGENCY ORDINANCE OF THE TOWN COUNCIL  
OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO  
CALLING A SPECIAL ELECTION ON NOVEMBER 8, 2016 FOR THE PURPOSE OF  
VOTING ON THE FORMATION AND FUNDING OF A REGIONAL  
TRANSPORTATION AUTHORITY**

**ORDINANCE NO. 2016 - \_\_\_\_**

**RECITALS**

The Town Council of the Town of Mountain Village, Colorado makes the following findings to support the calling of a special election on November 8, 2016:

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 is governed by its Home Rule Charter (“Charter”) as authorized by Article XX § 6 of the Colorado Constitution.
3. Section 2.2(b) of the Town Charter provides that special elections shall be held in accordance with the provisions of Town ordinances so long as they provide that dates of all special elections are required to be set by the Town Council at least sixty (60) days in advance of each special election and set forth the special purpose of each such election.
4. Representatives from the Town, Town of Telluride and San Miguel County have agreed upon an intergovernmental agreement governing a regional transportation authority known as the San Miguel Authority for Regional Transportation (“SMART”) pursuant to C.R.S. § 43-4-601, et. seq.
5. The Town Council approved the terms of this SMART intergovernmental agreement conditioned upon voter approval at an election to be held on November 8, 2016, at its July 21, 2016 regular meeting.
6. For SMART to be formed, the resident registered electors of the Town must vote to approve the formation and funding of SMART, the nonresident registered electors of the Town must vote to approve the funding of SMART, and either the registered electors of San Miguel County or the Town of Telluride, or both, must vote to approve both the formation and funding of SMART.
7. Pursuant to C.R.S. § 43-4-603(4), an election to form a regional transportation authority shall be conducted by the county clerk and recorder as a coordinated election.

8. A general election is already scheduled for November 8, 2016, to be administered by the San Miguel County Clerk & Recorder (the “Clerk”).
9. The Town Council hereby determines to hold a special election on November 8, 2016, to be held as part of the coordinated election being conducted by the Clerk pursuant to the Uniform Election Code of 1991, Title 1, Articles 1 through 13, C.R.S., as amended.
10. The Clerk is the Coordinated Election Official for the election.
11. The Town is required to enter into an intergovernmental agreement with the Clerk to conduct the election on behalf of the Town on or before September 9, 2016.
12. The Town intends to cooperate with the Clerk to provide all necessary ballot titles and various agreements with the Clerk for the conduct of the election.
13. It is necessary to submit to the resident registered electors of the Town the proposition to approve the formation and funding of SMART and to the nonresident registered electors of the Town the proposition to approve the funding of SMART.
14. 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.

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

1. Special Election.

The Town Council hereby determines that an election shall be held on November 8, 2016, as part of the San Miguel County coordinated election for the purpose of voting on the formation and funding of SMART, at which there shall be submitted to the eligible electors of the Town certain ballot proposals set forth in a separation resolution of the Town Council of the Town of Mountain Village certifying such ballot questions. The Clerk shall be the Coordinated Election Official for the election.

2. Effective Date and Duration.

Pursuant to Article V, Section 5.8 of the Charter, this ordinance shall be 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.

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, 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, and approved as an emergency ordinance with minor amendments 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:

<b>Council Member Name</b>	<b>"Yes"</b>	<b>"No"</b>	<b>Absent</b>	<b>Abstain</b>
Dan Jansen, Mayor				
Martin McKinley				
Bruce MacIntire				
Dan Caton				
Laila Benitez				
Cath Jett				
Michelle Sherry				

3. 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)



CERTIFIED RECORD

OF

PROCEEDINGS OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO, CONCERNING THE SUBMISSION TO THE RESIDENT REGISTERED ELECTORS OF THE TOWN OF MOUNTAIN VILLAGE OF A PROPOSAL TO APPROVE AN INTERGOVERNMENTAL CONTRACT WITH SAN MIGUEL COUNTY AND THE TOWN OF TELLURIDE ESTABLISHING THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION IN ACCORDANCE WITH THE COLORADO REGIONAL TRANSPORTATION AUTHORITY LAW, C.R.S. TITLE 43, ARTICLE 4, PART 6, INCLUDING THE AUTHORIZATION FOR SUCH REGIONAL TRANSPORTATION AUTHORITY TO IMPOSE BOTH A SALES TAX OF 0.25% ON TAXABLE SALES AND AN AD VALOREM PROPERTY TAX MILL LEVY OF 0.75 MILLS ON TAXABLE REAL AND PERSONAL PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE PROPOSED AUTHORITY, AND THE SUBMISSION TO THE NONRESIDENT REGISTERED ELECTORS OF THE TOWN OF MOUNTAIN VILLAGE OF A PROPOSAL TO APPROVE THE AUTHORIZATION FOR SUCH REGIONAL TRANSPORTATION AUTHORITY TO IMPOSE BOTH A SALES TAX OF 0.25% ON TAXABLE SALES AND AN AD VALOREM PROPERTY TAX MILL LEVY OF 0.75 MILLS ON TAXABLE REAL AND PERSONAL PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE PROPOSED AUTHORITY

STATE OF COLORADO    )  
  )ss.  
County of San Miguel    )

The Town Council of the Town of Mountain Village, Colorado, met in regular session in full conformity with applicable Colorado law and the rules of the Town, at Town Hall in Mountain Village, Colorado, on \_\_\_\_\_, the \_\_\_\_ day of August, 2016, at \_\_\_\_\_ .M.

Upon roll call the following commissioners were present, constituting a quorum:

- Mayor:                    Dan Jansen
  
- Council Members:     Martin McKinley
  
- Bruce McIntire
  
- Dan Caton
  
- Laila Benitez
  
- Cath Jett
  
- Michelle Sherry

- Also present:
- Town Manager:         Kim Montgomery
  
  - Town Clerk:            Jackie Kennefick
  
  - Town Attorney:        J. David Reed

Thereupon Mayor \_\_\_\_\_ introduced a Resolution as follows:

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO, CONCERNING THE SUBMISSION TO THE RESIDENT REGISTERED ELECTORS OF THE TOWN OF MOUNTAIN VILLAGE OF A PROPOSAL TO APPROVE AN INTERGOVERNMENTAL CONTRACT WITH SAN MIGUEL COUNTY AND THE TOWN OF TELLURIDE ESTABLISHING THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION IN ACCORDANCE WITH THE COLORADO REGIONAL TRANSPORTATION AUTHORITY LAW, C.R.S. TITLE 43, ARTICLE 4, PART 6, INCLUDING THE AUTHORIZATION FOR SUCH REGIONAL TRANSPORTATION AUTHORITY TO IMPOSE BOTH A SALES TAX OF 0.25% ON TAXABLE SALES AND AN AD VALOREM PROPERTY TAX MILL LEVY OF 0.75 MILLS ON TAXABLE REAL AND PERSONAL PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE PROPOSED AUTHORITY, AND THE SUBMISSION TO THE NONRESIDENT REGISTERED ELECTORS OF THE TOWN OF MOUNTAIN VILLAGE OF THE AUTHORIZATION FOR SUCH REGIONAL TRANSPORTATION AUTHORITY TO IMPOSE BOTH A SALES TAX OF 0.25% ON TAXABLE SALES AND AN AD VALOREM PROPERTY TAX MILL LEVY OF 0.75 MILLS ON TAXABLE REAL AND PERSONAL PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE PROPOSED AUTHORITY**

**Resolution No. 2016 - \_\_\_\_**

**WHEREAS**, pursuant to the Colorado Regional Transportation Authority Law, C.R.S. Title 43, Article 4, Part 6, the Town Council of Mountain Village, Colorado, (“Town”), has entered into the San Miguel Authority for Regional Transportation Intergovernmental Agreement (“SMART IGA”) with San Miguel County and the Town of Telluride and the Town of Mountain Village establishing the San Miguel Authority for Regional Transportation (“SMART”), a copy of which is attached hereto and incorporated herein by reference as Exhibit “A,” subject to the express statutory requirements of C.R.S. § 43-4-603(4), Creation of authorities, that “No contract establishing an authority pursuant to this section shall take effect unless first submitted to a vote of the registered electors residing within the boundaries of the proposed authority” and, in accordance with C.R.S. § 43-4-603(3), the Town has held two public hearings regarding the intergovernmental contract, the first of which was held on June 16, 2016 and the second of which was held on July 21, 2016, following which the Town entered into such intergovernmental contract establishing the SMART which contract shall not take effect until and unless it is approved by a majority of the registered electors residing within the Town voting on said ballot proposal at an election to be held within the Town on November 8, 2016 (the “Election”) and until and unless it is approved by a majority of the nonresident registered electors voting on the funding of SMART at the Election; and

**WHEREAS**, C.R.S. § 43-4-605, Powers of the authority, subsection (1)(j)(I), provides that the SMART has the following powers: “Subject to the provisions of section 43-4-612, to levy, in all or any designated portion of the members of the combination, a sales or use tax, or both, at a rate not to exceed one percent upon every transaction or other incident with respect to which a sales or use tax is levied by the state,” as provided in said statute, and the members of the combination that have entered into the SMART IGA, have specifically authorized, pursuant to §43-4-612(1), C.R.S., the submission to the registered electors of the Town of such a ballot measure that

includes the imposition of a levy of a 0.25% sales tax (one cent on each four dollars of taxable sales) on every transaction or incident with respect to which a sales tax is levied by the State of Colorado (which does not include food sold for home consumption); and

**WHEREAS**, C.R.S. § 43-4-605, Powers of the authority, section (j.5)(I) provides that the SMART has the following powers: “Subject to the provisions of section 43-4-612, to impose a uniform mill of up to five mills on all taxable property within the territory of the authority” and pursuant to which the members of the authority that have entered into the SMART IGA, have specifically authorized, pursuant to §43-4-612(1), C.R.S., the submission to the registered electors of the Town (which is entirely within the boundaries of the proposed authority) of such a ballot measure that includes the imposition of a uniform mill levy of 0.75 mills on all taxable property located within the Town(which is entirely within the boundaries of the proposed authority), and that any and all such tax revenues, generated from either or both such sales and/or ad valorem property tax shall be exempt from the revenue and spending limits set forth in Article X, Section 20, of the Colorado Constitution, and any other applicable Colorado constitutional or statutory provisions; and

**WHEREAS**, the SMART IGA shall not take effect until and unless it is approved by both a majority of the registered electors residing within the Town voting on the establishment of SMART and a majority of the resident and nonresident registered electors of the Town voting on funding of SMART at the Election; and

**WHEREAS**, Article X, Section 20 of the Colorado Constitution (“TABOR”) requires voter approval for any new tax, the creation of any debt and for spending certain moneys above limits established by TABOR; and

**WHEREAS**, TABOR requires the Town to submit ballot issues (as defined in TABOR) to its electors on limited election days before action can be taken on such ballot issues; and

**WHEREAS**, November 8, 2016, is one of the election dates at which ballot issues may be submitted to the eligible electors of the Town pursuant to TABOR; and

**WHEREAS**, the Town does hereby find and determine that the public health, safety, and welfare would be served and benefitted by the submission to those registered electors residing within the Town (which is entirely within the boundaries of the proposed authority) of the ballot measure set forth herein in paragraph 4 to approve the establishment of SMART and funding of SMART by imposition by SMART of the specific sales and ad valorem property taxes set forth therein; and

**WHEREAS**, the Town does hereby find and determine that the public health, safety, and welfare would be served and benefitted by the submission to those nonresident registered electors of the Town of the ballot measure set forth herein in paragraph 6 to approve the funding of SMART by imposition by SMART of the specific sales and ad valorem property taxes set forth therein; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Council of the Town of Mountain Village, Colorado, as follows:

1. The recitals set forth hereinabove are hereby incorporated herein by reference as substantive provisions of this resolution.
2. Subject to the approval of the majority of registered electors residing within the Town voting on the question of the establishment of SMART and a majority of registered electors of the Town voting on the question of funding of SMART at the Election, SMART shall be deemed to be approved by the Town. Such establishment shall also be subject to approval of a majority of those registered electors of San Miguel County who reside within the boundaries of the proposed authority and the Town of Telluride (all of which is located within the boundaries of the proposed authority) voting thereon.

Election

3. Submission of Establishment Ballot Question to Registered Electors Residing within the Town. The first ballot measure, whose ballot title is set forth below, shall be submitted to a vote of the registered electors residing within the Town (all of which is located within the boundaries of the proposed authority) at the Election. Pursuant to C.R.S. § 43-4-603(4), the SMART shall not be established, and specified SMART sales and property taxes shall not be imposed, unless a majority of the registered electors residing within the Town voting thereon at the Election vote in favor thereof. The Election shall be conducted in substantially the same manner as county elections, and the county clerk and recorder of each county in which the Election is conducted shall assist the members of the combination of the proposed authority (SMART) in conducting the Election.
4. Ballot Title for Establishment Ballot Question. The ballot title for the approval of the intergovernmental contract establishing the SMART, including the imposition of related sales and property taxes for the funding of the SMART, to be considered at the Election, shall be in substantially the following form:

**SHALL SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION (“SMART”) TAXES BE INCREASED \$1,300,000.00 IN 2017 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM (I) THE LEVY OF AN ADDITIONAL 0.25% SALES TAX (ONE CENT ON EACH FOUR DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO AND (II) THE LEVY OF A UNIFORM MILL LEVY OF 0.75 MILLS ON ALL TAXABLE PROPERTY LOCATED WITHIN THE TERRITORY OF SMART; PROVIDED THAT SUCH TAX INCREASE COMMENCE ON JANUARY 1, 2017; AND SHALL SMART BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE SMART INTERGOVERNMENTAL AGREEMENT (THE “SMART IGA”) AS MAY BE AMENDED FROM TIME TO TIME BETWEEN SAN MIGUEL COUNTY, THE TOWN OF TELLURIDE AND THE TOWN OF MOUNTAIN VILLAGE,**

**COLORADO, FOR THE PURPOSE OF PROVIDING EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES IN ACCORDANCE WITH THE SMART IGA; AND SHALL ALL AMOUNTS RECEIVED BY SMART FROM SUCH TAX INCREASES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?**

5. Submission of Funding Ballot Question to Non-Resident Registered Electors of the Town. The second ballot measure, whose ballot title is set forth below, shall be submitted to a vote of the non-resident registered electors of the Town at the Election. Pursuant to C.R.S. § 43-4-603(4), the specified SMART sales and property taxes shall not be imposed, unless a majority of the non-resident registered electors voting thereon at the Election vote in favor thereof. The Election shall be conducted in substantially the same manner as county elections, and the county clerk and recorder of each county in which the Election is conducted shall assist the members of the combination of the proposed authority (SMART) in conducting the Election.
  
6. Ballot Title for Funding Ballot Question. The ballot title for the approval of the imposition of sales and property taxes for the funding of the SMART, to be considered at the Election, shall be in substantially the following form:

**SHALL SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION (“SMART”) TAXES BE INCREASED \$1,300,000.00 IN 2017 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM (I) THE LEVY OF AN ADDITIONAL 0.25% SALES TAX (ONE CENT ON EACH FOUR DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO AND (II) THE LEVY OF A UNIFORM MILL LEVY OF 0.75 MILLS ON ALL TAXABLE PROPERTY LOCATED WITHIN THE TERRITORY OF SMART; PROVIDED THAT SUCH TAX INCREASE COMMENCE ON JANUARY 1, 2017; AND PROVIDED THAT THE REGISTERED ELECTORS OF THE TOWN OF TELLURIDE, THAT PORTION OF THE UNINCORPORATED AREA OF SAN MIGUEL COUNTY LOCATED WITHIN THE BOUNDARIES OF THE PROPOSED SMART AND THE RESIDENT REGISTERED ELECTORS OF THE TOWN OF MOUNTAIN VILLAGE APPROVED SMART TO BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE SMART INTERGOVERNMENTAL AGREEMENT (THE “SMART IGA”) AS MAY BE AMENDED FROM TIME TO TIME BETWEEN SAN MIGUEL COUNTY, THE TOWN OF TELLURIDE AND THE TOWN OF MOUNTAIN VILLAGE, COLORADO, FOR THE PURPOSE OF PROVIDING EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES IN ACCORDANCE WITH THE SMART IGA; AND SHALL ALL AMOUNTS RECEIVED BY SMART FROM SUCH TAX INCREASES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND**

**SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?**

Enforcement

7. Delivery to Colorado Department of Revenue. If approved by the registered electors voting thereon, the San Miguel County Clerk and Recorder shall provide a copy of this resolution and notice of its adoption and approval to the executive director of the Colorado Department of Revenue at least forty-five (45) days prior to the effective date of the sales tax created herein.

8. Colorado Department of Revenue to Enforce. The collection, administration, and enforcement of this sales tax shall be performed by the executive director of the Colorado Department of Revenue in the same manner as the collection, administration, and enforcement of the Colorado state sales tax, as supplement by article 2, title 29, C.R.S.

General Provisions

9. The ballot measure concerning the approval of the intergovernmental contract creating the SMART and related taxation issues shall be voted upon by Town registered electors residing in the Town and legally eligible to vote at the Election.

10. The ballot measure concerning the approval of the taxation issues shall be voted upon by Town non-resident registered electors legally eligible to vote at the Election.

11. Effective Date. If approved by the registered electors voting thereon at the Election, the sales tax shall become effective on January 1, 2017. The ad valorem property tax mill levy shall become effective immediately upon the registered electors approval of the SMART ballot measure as determined by the San Miguel County Clerk and Recorder, with said ad valorem property tax mill levy to be imposed for the 2016 property tax year, which taxes shall be due and payable in 2017.

12. Upon the Town Council certifying this ballot measure to the San Miguel County Clerk and Recorder in the form set forth hereinabove, all acts required or permitted by the Uniform Election Code of 1992, as amended, relevant to providing of notice, the mailing to electors of any required information and summaries for and against the ballot measure, voting by mail ballot elections, including absentee ballots, which are to be performed by the designated election official shall be performed by the San Miguel County Clerk and Recorder.

**ADOPTED AND APPROVED** by the Town Council at a regular meeting held on the 18th day of August, 2016.

Town of Mountain Village

By: \_\_\_\_\_  
Dan Jansen, Mayor

ATTEST:

By: \_\_\_\_\_  
Jackie Kennefick, Town Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
J. David Reed, Town Attorney

Attachments: Exhibit "A," SMART IGA

32141864v2





**PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970) 369-8250

**Agenda Item No. 9**

**TO:** Town Council

**FROM:** Glen Van Nimwegen, AICP  
Director

**FOR:** Meeting of August 18, 2016

**DATE:** August 2, 2016

**RE:** **Consideration of a Resolution to Modify the Pending Minor Lot Line Adjustment Plat for Lots 376RA, 387R and Access Tract A-376R.**

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**PROJECT GEOGRAPHY**

**Address:** 127 and 129 Rocky Road

**Applicant/Agent:** The Law Offices of Thomas G. Kennedy and Dave Bulson

**Owner:** Yellow Brick Road CO, LLC.

**Existing Zoning:** Single-Family

**Site Area:** Lot 376RA1 (15.00 Acres) Lot 387R1 (44.45 Acres)

**Adjacent Land Uses:**

**North:** Single-family residence on 39.3 acres

**South:** Open space (U.S. Forest Service)

**East:** Active open space (Telluride Ski and Golf)

**West:** Single-family subdivision (Telluride Ski Ranches)

**ATTACHMENTS**

1. Resolution
2. Minor Subdivision to Adjust Lot Lines Between Lot 387R and Lot 376RA
3. Applicant Narrative
4. Comparison Exhibit

**BACKGROUND**

On May 19, 2016 the Town Council approved a Minor Subdivision to realign the lot lines between Lots 376RA and 387R, creating new lots 376RA1 (15.00 Acres) and 387R1 (44.45 Acres). The plat was not signed or recorded. The development plans for the property are firming up and the first phase is planned to include the main home on Lot 387R1 and a caretaker's accessory dwelling unit at the entry to the property which is currently in Lot 376RA1.

Per the Community Development Code, an accessory dwelling unit must be built after or at the same time as the principal residence. Therefore they are requesting to move the common line between the two lots so both initial structures are within the 44.45 acre Lot 387R1. The change in the lot configuration can be seen in the comparison exhibit attached to this memo.

This is the only significant change between the plat approved by Council on May 19 and what is being considered now. The existing General Easements stay the same; all of the plat notes remain unchanged; and the area of each lot remains the same size. The 16 foot building setback that separates the two lots has been moved onto the larger of the lots, Lot 387R1.

The applicant is not required to provide notice for this application. However, because of the interest in the project notices were mailed to land owners within 400 feet of the plat.

### **CRITERIA FOR DECISION**

The following criteria shall be met for the review authority (Town Council) to approve a lot line vacation, lot line adjustment, easement vacation or similar subdivision:

- a. The lots resulting from the adjustment or vacation are in compliance with Town Zoning and Land Use Regulations and Subdivision Regulations;
- b. The proposed subdivision is in general conformance with the goals, policies and provisions of the Comprehensive Plan;
- c. Subdivision access is in compliance with Town standards and codes unless specific variances have been granted in accordance with the variance provisions of this CDC;
- d. Easements are not affected, or have been relocated to the satisfaction of the utility companies and/or the benefited party under the easement or, in the case of vacated easements, the easement is no longer necessary due to changed conditions, and the easement vacation has been consented to by the benefited party under the easement; and
- e. The proposed subdivision meets all applicable Town regulations and standards.

### **ANALYSIS**

The proposed subdivision complies with the zoning on the property and the density limitation outlined in the Zoning Regulations. The proposed plat meets the Subdivision Regulations, including the lot standards; and the improvement of the project will meet the Town's environmental standards, drainage, fire protection, street improvements, and infrastructure requirements.

### **RECOMMENDATION**

Staff recommends the Council approve the application and resolution with the following motion:

*"I move to approve a resolution modifying the approved Minor Subdivision To Adjust Lot Lines Between Lot 387R and Lot 376RA subject to the following condition:*

1. *The Applicant will submit appropriate fees to staff for recordation with the San Miguel County Assessor's office within six months of approval."*

**RESOLUTION OF THE TOWN COUNCIL  
OF MOUNTAIN VILLAGE, RESOLUTION APPROVING A MODIFICATION TO AN  
APPROVED MINOR SUBDIVISION TO ADJUST LOT LINES BETWEEN LOTS 387R AND  
376RA**

**RESOLUTION NO. 2016**

- A. Yellow Brick Road CO, LLC is the owner ("Owner") of record of real property described as Lots 376RA, 387R, Access Tract A-376R, according to the Lot Line Adjustment Plat of Lots 376R, 387, Access Easement AE-376 and Access Tract A-376, The Town of Mountain Village, recorded January 14, 2005 in Plat Book 1 at page 3427, County of San Miguel, State of Colorado and as amended by the Correction Plat of Lots 376RA, 387R, Access Tract A-376R, Town of Mountain Village, recorded March 4, 2014 in Plat Book 1 at page 4634, County of San Miguel, State of Colorado.
- B. The Owner has authorized Law Offices of Thomas G. Kennedy to pursue the approval of the minor subdivision application to adjust the lot line between Lots 387R and 376RA ("Application").
- C. The Town Council approved the Minor Subdivision To Adjust Lot Lines Between Lot 387R and Lot 376RA, along with evidence and testimony, at a public meeting May 19, 2016. The approved plat was not signed or recorded.
- D. An Application has been filed to modify this approved Minor Subdivision that is in compliance with the provisions of the Subdivision Regulations contained in Community Development Code ("CDC") Section 17.4.13.
- E. The proposed modification will adjust the lot line between new Lots 376RA1 and 387R1. Access Tract A-376R remains the same.
- F. The Town Council considered this Application, along with evidence and testimony, at a public meeting held on August 18, 2016.
- G. The Owners have addressed, or agreed to address, all conditions of approval of the Application imposed by Town Council.
- H. Resolution 2016-0519-07, adopted by Town Council on May 19, 2016, is hereby replaced and superseded by this resolution.
- I. The Town Council finds that the minor subdivision meets the criteria for decision set forth in Section 17.4.13 of the CDC as follows:
  - 1. The lots resulting from the adjustment or vacation are in compliance with Town Zoning and Land Use Regulations and Subdivision Regulations, because without limitation the subdivision area and zoning designations are not changing, open space is not being impacted, and the lot coverage will remain unchanged;
  - 2. The proposed subdivision is in general conformance with the goals, policies and provisions of the Comprehensive Plan because the lots and the surrounding area will remain single-family in nature;

3. Subdivision access is in compliance with Town standards and codes unless specific variations have been granted in accordance with the variance provisions of this CDC. The Design Review Board approved variations regarding the slope of the access road and use of retaining walls at their May 5, 2016 meeting;
4. Easements are not affected, or have been relocated to the satisfaction of the utility companies and/or the benefited party under the easement or, in the case of vacated easements, the easement is no longer necessary due to changed conditions, and the easement vacation has been consented to by the benefited party under the easement; and
5. The proposed subdivision meets all applicable Town regulations and standards.

**NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL HEREBY APPROVES THE MINOR SUBDIVISION AND AUTHORIZES THE MAYOR TO SIGN THE RESOLUTION SUBJECT TO THE FOLLOWING CONDITIONS:**

1. The Applicant will submit appropriate fees to staff for recordation with the San Miguel County Assessor's office within six months of approval.

**Be It Further Resolved** that Lots 387R and 376RA may be replatted as submitted in accordance with Resolution No. 2016-\_\_\_\_\_.

**Section 1. Resolution Effect**

- A. This Resolution shall have no effect on pending litigation, if any, and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the resolutions repealed or amended as herein provided and the same shall be construed and concluded under such prior resolutions.
- B. All resolutions, of the Town, or parts thereof, inconsistent or in conflict with this Resolution, are hereby repealed, replaced and superseded to the extent only of such inconsistency or conflict.

**Section 2. Severability**

The provisions of this Resolution are severable and the invalidity of any section, phrase, clause or portion of this Resolution as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of this Resolution.

**Section 3. Effective Date**

This Resolution shall become effective on May 19, 2016 (the "Effective Date") as herein referenced throughout this Resolution.

**Section 4. Public Meeting**

A public meeting on this Resolution was held on the 18th day of August, 2016 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

**Approved** by the Town Council at a public meeting held on August 18, 2016.

**Town of Mountain Village, Town Council**

By: \_\_\_\_\_  
Dan Jansen, Mayor

**Attest:**

By: \_\_\_\_\_  
Jackie Kennefick, Town Clerk

Approved as to Form:

\_\_\_\_\_  
James Mahoney, Assistant Town Attorney



## MODIFICATION TO PENDING LOT LINE ADJUSTMENT PLAT APPLICATION

July 19, 2016

Owner: Yellow Brick Road CO LLC  
YBR Property: Lots 376RA, 387R and Access Tract A-376R

The Owner submitted its application seeking Town review and approval of a Lot Line Adjustment Plat for the YBR Property which sought to adjust the platted lot line boundaries between Lot 376RA and Lot 387R (“**Lot Line Adjustment Plat**”). The Lot Line Adjustment Plat sought to create Lot 387R1 (“**Upper Lot**”) and Lot 376RA1 (“**Peninsula Lot**”). The proposed Lot Line Adjustment Plat was reviewed and approved by the Town Council on May 19, 2016. The approved Lot Line Adjustment Plat has not been signed by the Town or recorded.

The adjustments to the lot lines reflected in the approved but not yet recorded Lot Line Adjustment Plat were designed to accommodate locations for potential development occurring on the YBR Property. Pursuant to the Community Development Code (CDC), an owner of a residential lot in the Mountain Village is authorized to build and use a main residence and an accessory dwelling unit on their lot. The CDC contemplates that an owner electing to develop an accessory dwelling unit as well as main residence on a lot should develop both at the same time.

Initially, the Owner had contemplated constructing a main residence along with an accessory dwelling unit by the entry to the YBR Property (“**Entry Unit**”) on the Peninsula Lot (Lot 376RA1) and a main residence on the Upper Lot (Lot 387R1), which would occur in the manner contemplated by the CDC.

The Owner has determined that it will defer the construction of the main residence on the Peninsula Lot until a later time, but continue with the development of a main residence on the Upper Lot and the Entry Unit. To better align with this requirement of the CDC, the Owner seeks to modify the lot boundary lines for Lot 387R1 and Lot 376RA1 in a manner that would align the development of the Entry Unit with the development of the main residence on the Upper Lot.

To accomplish these objectives, the Owner wishes to slightly alter the boundary lines for the Upper Lot indicated on the Lot Line Adjustment Plat so it can accommodate both the main residence and the Entry Unit. The proposed modified Lot Line Adjustment Plat is attached as **Exhibit “A”**. The alterations being requested to the approved Lot Line Adjustment Plat are indicated on attached **Exhibit “B”**. The shaded area shown on attached **Exhibit “B”** reflects the lot boundaries for Lot 387R1 and Lot 376RA1 presented on the approved, but unrecorded Lot Line Adjustment Plat. The darkened lines show the proposed modifications to Lot 387R1 and Lot 376RA1.

Here are a few points to note about the proposed modifications to the approved Lot Line Adjustment Plat:

- The respective resulting sizes of Lot 387R1 and Lot 376RA1 would remain the same.
- Lot 387R1 and Lot 376RA1 would continue to front on Access Tract A-376R
- General Easements are not being changed
- A 16’ setback area would be placed on Lot 387R1 buffering future development on Lot 376RA1
- Access to both lots would occur via a shared private driveway, which rights are memorialized in a Shared Driveway Easement document
- No changes to any platnotes, restrictions, requirements, etc. as indicated on the approved Lot Line Adjustment Plat would be made

As revised by the proposed modified Lot Line Adjustment Plat, Lot 387R1 and Lot 376RA1 would continue to comply with all applicable requirements of the CDC in the same manner and consistent with the same findings and determinations made by the Town when approving the Lot Line Adjustment Plat on May 19, 2016

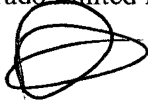
In support of this request to modify the previously approved Lot Line Adjustment Plat, the Owner requests that the Town incorporate the original application and all supporting materials into its consideration and evaluation of the requested action.

Since the Lot 387R1 and Lot 376RA1 was not recorded, the requested modifications would not constitute a further replat or lot line adjustment of the YBR Property, thus this requested modification would be appropriate to process the request.

The Owner recognizes that this request will be reviewed by the by the Town Council in the course of a noticed public meeting.

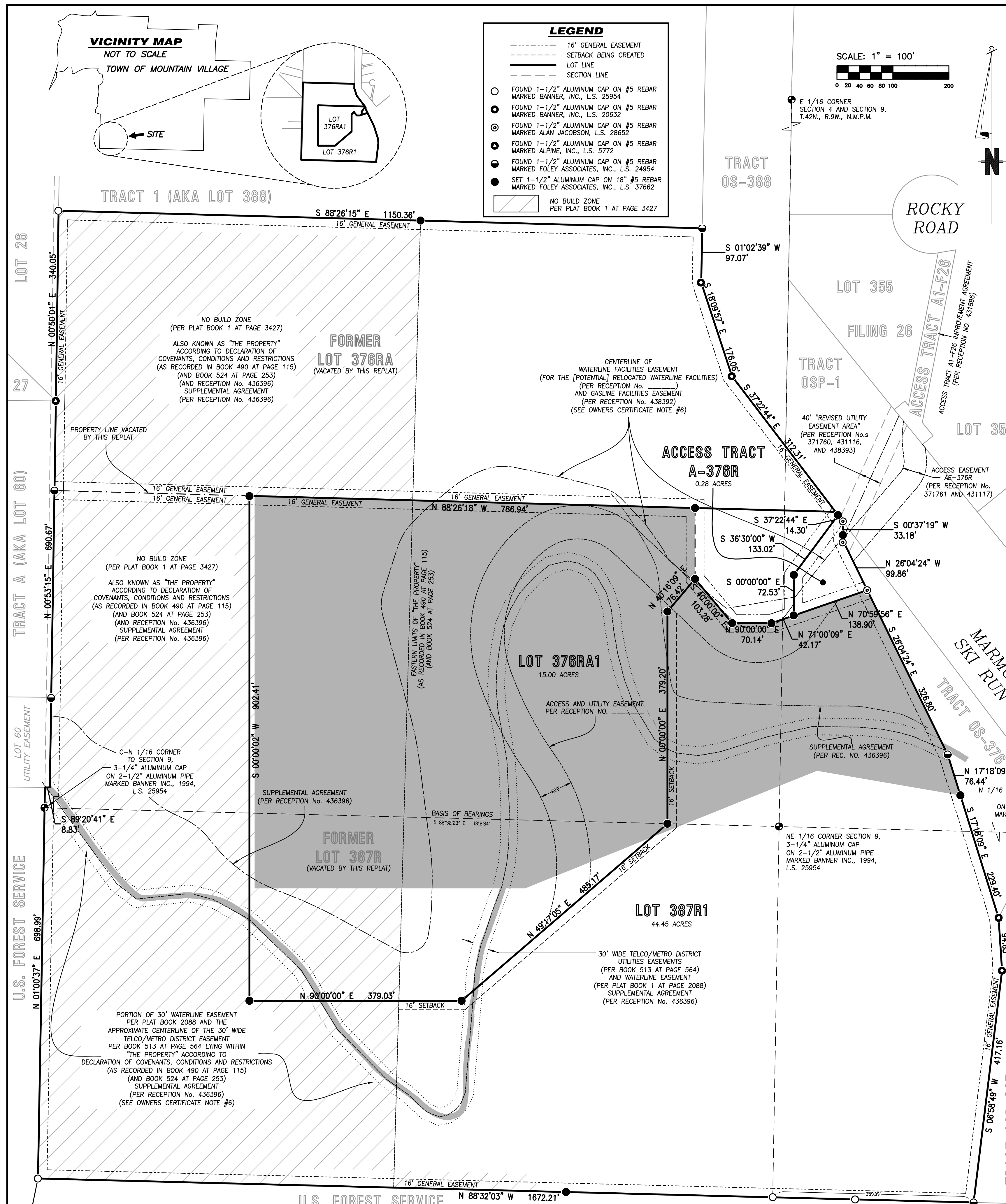
Sincerely

Yellow Brick Road CO LLC,  
a Colorado limited liability company



By: \_\_\_\_\_  
Thomas G. Kennedy, Authorized Agent





**OWNERS CERTIFICATE:**

1. Yellow Brick Road CO LLC, a Colorado limited liability company ("Owner") is the current fee simple owner of the following described real property located in the Town of Mountain Village, San Miguel County, Colorado ("Property"):  
 Lots 376RA, 387R, Access Tract A-376R, according to the Lot Line Adjustment Plat of Lots 376R, 387, Access Easement AE-376 and Access Tract A-376, The Town of Mountain Village, recorded January 14, 2005 in Plat Book 1 at page 3427, County of San Miguel, State of Colorado and as amended by the Correction Plat of Lots 376RA, 387R, Access Tract A-376R, Town of Mountain Village, recorded March 4, 2014 in Plat Book 1 at page 4634, County of San Miguel, State of Colorado.

2. The Owner does hereby make and approve the within plat, entitled LOT LINE ADJUSTMENT PLAT OF LOT 387R, LOT 376RA, AND ACCESS TRACT A-376R, TOWN OF MOUNTAIN VILLAGE ("Lot Line Adjustment Plat").

3. The purpose of this Lot Line Adjustment Plat is to modify the lot boundary lines of Lot 376RA and Lot 387R as shown and depicted herein. This Lot Line Adjustment Plat does not change the boundary lines of Access Easement AE-376 and Access Tract A-376R nor does it change the General Easements previously created on the Property.

4. Development of the Property is subject to the terms of this Lot Line Adjustment Plat and all applicable provisions of codes and ordinances duly adopted by the Town, including, the Town Community Development Code ("CDC").

5. The Lot Line Adjustment Plat depicts the areas of certain easements or easements affecting portions of the Property, including (a) a certain "Waterline Easement" recorded in Reception No. 285725 (accommodating certain waterlines), which has been modified by instrument recorded in Reception No. \_\_\_\_\_, which allows the Owner to relocate the Waterline and related Waterline Easement to a different location on the Property, (b) a certain "Goodman/Ski Ranches Agreement" recorded in Reception No. 0276066, as amended by the instrument recorded in Reception No. 290080 (accommodating certain recreational trails for Goodman and Ski Ranches), which was supplemented by instrument recorded in Reception No. 436396, which allows the Owner to relocate the Goodman and Ski Ranches Trail and related Trail Easements under the Goodman/Ski Ranches Agreement to a different location on the Property, (c) a certain "Gasline Easement" recorded in Reception No. 438392; and (d) a certain "Lot 387R1 Access and Utility Easement" recorded in Reception No. \_\_\_\_\_. At such time as the Owner has completed the relocation of the Waterline and the Waterline Easement and the Goodman and Ski Ranches Trail and related Trail Easements as provided for by the agreements of record, the Owner shall record a separate document of record noting such relocations, which shall reference this Lot Line Adjustment Plat to note and confirm that the Owner need not record a further Lot Line Adjustment Plat of the Property to reflect the relocation of such facilities and easements. Furthermore, in the event that any of the foregoing easements are proposed for termination, modification, relocation or amendment, the execution and recordation of a separate instrument will be sufficient to effect the intended change and no amendment to this Lot Line Adjustment Plat is required to achieve such termination, modification, relocation or amendment.

**OWNERS CERTIFICATE (cont.):**

c. The Owner agrees that with respect to the portion of Lot 387R1 and Lot 376RA1 located within the "No Build Zone" as designated and depicted herein: it shall not develop any primary residence or accessory dwelling unit within the "No Build Zone".

**THE FOREGOING IS HEREBY ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED AS OF \_\_\_\_\_, 2016.**

Yellow Brick Road CO LLC,  
 a Colorado limited liability company  
 By: Bob Greene Enterprises Inc.,  
 Its Manager  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Thomas G. Kennedy, Authorized Agent

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

The within Lot Line Adjustment Plat and Owner Certificate was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Thomas G. Kennedy, Authorized Agent, as the Authorized Agent of Yellow Brick Road CO LLC.

My commission expires: \_\_\_\_\_  
 Witness my hand and official seal.

Notary Public

**TOWN OF MOUNTAIN VILLAGE APPROVAL CERTIFICATES:**

**MAYOR'S CERTIFICATE:**

I, Dan Jansen, as Mayor of the Town of Mountain Village, Colorado, do hereby certify that this Lot Line Adjustment Plat has been approved by the Town Council in the same resolution that has authorized and directed me to execute this document.

Town of Mountain Village:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Dan Jansen, as Mayor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Glen Van Nimwegen, Director, Community Development Department

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

The approval of this Lot Line Adjustment Plat was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Dan Jansen, as the Mayor of the Town of Mountain Village, Colorado.

My commission expires: \_\_\_\_\_  
 Witness my hand and official seal.

Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

The approval of this Lot Line Adjustment Plat was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Glen Van Nimwegen, as the Director of the Community Development Department of the Town of Mountain Village, Colorado.

My commission expires: \_\_\_\_\_  
 Witness my hand and official seal.

Notary Public

**TITLE INSURANCE COMPANY CERTIFICATE:**

Land Title Guarantee Company does hereby certify that we have examined the ownership to the Property as shown on this Lot Line Adjustment Plat and that the ownership to the Property is in the name of Yellow Brick Road CO LLC, a Colorado limited liability company and is free of all liens and taxes except as follows:

Title Insurance Company Representative

**SURVEYOR'S CERTIFICATE:**

I, David R. Bulson of Foley Associates, Inc., a Professional Land Surveyor licensed under the laws of the State of Colorado, do hereby certify that the Lot Line Adjustment Plat shown herein 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. I further certify that all monuments and markers were set as required by the Town of Mountain Village Community Development Code Articles 50 and 51 of Title 38, C.R.S.

IN WITNESS WHEREOF, I here unto affix my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2016.

P.L.S. No. 37662 Date \_\_\_\_\_

**NOTES:**

1. Ownership research from Land Title Guarantee Company, Order Number TLR8600473-3, dated January 14, 2016 at 05:00 P.M.

2. Standard Notes:  
 a) BASIS OF BEARINGS. The bearing from the CN 1/16 Corner S9, T42N, R9W, NMPM to the NE 1/16 Corner S9, T42N, R9W, NMPM assumed to bear S 88°32'23" E according to the Plat filed in at Plat Book 1 page 2088.

b) UNITS OF MEASURE. Linear units represented herein are shown in U.S. Survey Feet or a decimal portion thereof.

3. NOTES OF CLARIFICATION:

a. The following boundary lines of the following lots, tracts, and right-of-way have been modified by this Lot Line Adjustment Plat:  
 Lot 387R and Lot 376RA

b. The following lots/parcels have been created by this Lot Line Adjustment Plat:  
 Lot 387R1 and Lot 376RA1

c. The following lots/parcels have been deleted by this Lot Line Adjustment Plat:  
 Lot 387R and Lot 376RA

4. 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 herein.

5. Setback areas shown on this Lot Line Adjustment Plat shall be maintained in a natural, undisturbed state to provide buffering to surrounding land uses. All above grade and below grade structures or structural components (soil nailing, etc.), earth disturbance, or ground level site development such as walks, hardscape, terraces and patios shall be located outside of the setback area, provided, however, that reasonable site disturbance can occur and improvements placed and undertaken within setback areas as may be necessary for driveways and walkways (along with associated structural elements and retaining walls), utilities, address monuments, natural landscaping, drainage/stormwater management, fire mitigation, forestry management and related clearing and grading. The Town may authorize other activities within the setback areas in areas that may be devoid of naturally occurring trees or other naturally occurring vegetation.

**COUNTY TREASURER'S CERTIFICATE:**

I certify that according to the records in the San Miguel County Treasurer's office, there are no liens against the Property, or any part thereof, for unpaid State, county or municipal ad valorem taxes or special assessments certified to the County Treasurer for collection that are due and payable.

County Treasurer Date \_\_\_\_\_

**RECORDER'S CERTIFICATE:**

This Lot Line Adjustment Plat was filed for record in the office of the San Miguel County Clerk and Recorder on this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
 at Plat Book \_\_\_\_\_,  
 Page \_\_\_\_\_,  
 Reception No. \_\_\_\_\_,  
 Time \_\_\_\_\_.

San Miguel County Clerk

**Minor Subdivision To Adjust Lot Lines Between Lot 387R and Lot 376RA, Town of Mountain Village, situated within the NE1/4 of Section 9, T.42N., R.9W., N.M.P.M., County of San Miguel, State of Colorado.**

Project Mgr:	DB	Rev.	description	date	by
Technician:	MC / FO				
Checked by:					
Start date:	03/23/2016				



970-728-6153 970-728-6050 fax  
 P.O. BOX 1385  
 125 W. PACIFIC, SUITE B-1  
 TELLURIDE, COLORADO 81435  
 Drawing path: dwg\Replat 4-15\REPLAT 04-16.dwg  
 Sheet 1 of 1 Project #: 85155



**PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

455 Mountain Village Blvd.  
Mountain Village, CO 81435

(970) 369-8250

**Agenda Item No.10**

**TO:** Town Council

**FROM:** Glen Van Nimwegen, AICP  
Director

**FOR:** Meeting of August 18, 2016

**DATE:** August 3, 2016

**RE:** **First Reading and Setting a Public Hearing on Proposed Amendments to the Community Development Code (CDC) to Prohibit Lot Splits and Transferring Additional Density; and Limiting Rezoning in the Single-Family Residential District**

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**BACKGROUND**

At the July 21st Town Council meeting staff presented proposed changes to the CDC which allowed the creation of additional single family lots through a new Single Family Planned Unit Development process. The Design Review Board recommended to Council that additional lot splits be prohibited; but if they are allowed then only one split per property. After testimony was heard, the Council denied the proposed ordinance and directed staff to bring back an ordinance that prohibits additional splits of single-family lots.

The proposed draft clarifies that the prohibition does not include lot line adjustments or abandoning lines. Much of the discussion regarding this issue also focused on rezoning single-family lots to Active Open Space, which could allow intensive uses. Therefore staff has added the limitation that single family lots may only be rezoned to Passive Open Space.

**DISCUSSION**

The attached ordinance modifies Section 17.3.4(F)4. Further Subdivision Limited to prohibit the further subdivision of a single family lot and transferring additional density onto a single-family lot; and allows single-family lots to only be rezoned to Passive Open Space.

**PROPOSED MOTION**

Staff recommends the Town Council approve the first reading of an ordinance amending the CDC with the following motion:

“I move to approve the first reading of an ordinance amending the Community Development Code, with direction to the Town Clerk to set the public hearing on September 22, 2016.”

Attach: Draft Ordinance for First Reading

**ORDINANCE NO. 2016-\_\_**

**AN ORDINANCE AMENDING THE COMMUNITY DEVELOPMENT CODE (CDC) AT SECTIONS 17.3.4 (F) SPECIFIC ZONE DISTRICT REQUIREMENTS – SINGLE-FAMILY ZONE DISTRICT TO ACCOMPLISH THE FOREGOING**

**RECITALS**

- A. 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 (the “Constitution”) and the Home Rule Charter of the Town (the “Charter”).
- B. Pursuant to the Constitution, the Charter, the Colorado Revised Statutes and the common law, the Town has the authority to regulate the use and development of land and to adopt ordinances and regulations in furtherance thereof.
- C. The Town Council may amend the CDC from time-to-time to address CDC interpretations, planning matters, clarify and refine the Town’s land use regulations; or to address issues or policy matters.

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

**Section 1. Amendment of Community Development Code**

- A. The Town of Mountain Village Community Development Code is hereby amended as set forth in Exhibit A which is attached hereto and incorporated herein.
- B. The Planning Division is directed to codify the amendments in Exhibit A into the CDC.
- C. The Planning Division may correct typographical and formatting errors in the amendments or the adopted CDC.

**Section 2. Ordinance Effect**

- D. This Ordinance shall have no effect on pending litigation, if any, and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances repealed or amended as herein provided and the same shall be construed and concluded under such prior ordinances.
- E. All ordinances, of the Town, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed, replaced and superseded to the extent only of such inconsistency or conflict.

**Section 3. Severability**

The provisions of this Ordinance are severable and the invalidity of any section, phrase, clause or portion of this Ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of this Ordinance.

**Section 4. Effective Date**

This Ordinance shall become effective on \_\_\_\_\_, 2016.

**Section 5. Public Hearing**

A public hearing on this Ordinance was held on the \_\_\_\_\_ day of September, 2016 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

**INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 18<sup>th</sup> day of August, 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 August, 2016.**

**TOWN OF MOUNTAIN VILLAGE**

**TOWN OF MOUNTAIN VILLAGE,  
COLORADO, A HOME-RULE  
MUNICIPALITY**

By: \_\_\_\_\_  
Dan Jansen, Mayor

ATTEST:

\_\_\_\_\_  
Jackie Kennefick, Town Clerk

Approved As To Form:

\_\_\_\_\_  
Jim 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 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				
Cath Jett				
Laila Benitez				
Dan Caton				
Michelle Sherry				
Martin McKinley, Mayor Pro-Temp				
Bruce MacIntire				

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				
Cath Jett				
Laila Benitez				
Dan Caton				
Michelle Sherry				
Martin McKinley, Mayor Pro-Temp				
Bruce MacIntire				

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: CDC Amendments**

EXHIBIT A:

PROPOSED AMENDMENTS TO THE COMMUNITY DEVELOPMENT CODE

Section 17.3.4 Specific Zone District Requirements

**F. Single-Family Zone District**

1. **Permitted Uses.** Lots in the single-family zone district may be used for the construction of one (1) single-family dwelling unit and one (1) accessory dwelling unit.
  - a. Three (3) lots in the single-family zone district have a zoning designation of non-subdivideable duplex: Lot 213, Lot 245 and Lot 257B, with the following allowances and limitations to such lots:
    - i. Two (2) dwelling units may be constructed;
    - ii. One (1) dwelling unit shall be designated as a major duplex unit, and one (1) dwelling unit shall be designated as minor duplex unit;
    - iii. The square footage of the minor duplex unit may not exceed seventy-five percent (75%) of the square footage of the major unit;
    - iv. Dwelling units may be either detached or combined into one (1) structure; and
    - v. Accessory dwelling units shall not be allowed.
  
2. **Accessory Buildings or Structures.** Permitted accessory buildings or structures include hot tubs, saunas, swimming pools, gazebos, art, ski tramways approved pursuant to the Conditional Use Permit Process, outdoor kitchens, play equipment, fire pits, tennis courts and typical court fencing, ice skating rinks approved pursuant to the Conditional Use Permit Process, fenced dog areas, and similar uses. Storage buildings are expressly prohibited, except the DRB may approve a trash and recycling bin storage building at the end of a driveway longer than 100 feet provided such is designed in accordance with the Design Regulations.
  - a. All accessory buildings or structures shall be located in the rear yard to the extent practical.
  - b. Accessory buildings or structures shall not exceed 500 sq. ft. in size or floor area, as applicable.
  - c. Design requirements applicable to accessory dwelling units are in the Single-Family zone district.
  - d. Buffering is provided for high activity level buildings or structures, such as hot tubs, swimming pools and tennis courts to mitigate the adverse visual and noise impacts.
  
3. **Accessory Uses.** Permitted accessory uses include home occupations pursuant to the Home Occupation Regulations, firewood storage in the rear yard when a valid fireplace permit is held, ski surface parking as limited by Parking Regulations, private outdoor projection system onto the wall of a building to show movies or other media that is not visible from a public way or adjoining lot (buffering required), and other similar uses.

4. **Further Subdivision ~~Limited~~Prohibited and Rezoning Limited.** A single-family lot may not be further subdivided and additional density may not be transferred onto a single-family lot by the Rezoning Process or otherwise. This prohibition does not prohibit lot line adjustments, lot line vacations or correction plats, which do not create additional lots. Single-family lots may only be rezoned to the Passive Open Space District, in limited situations only if:

- a. ~~The density is currently permitted on a lot; or~~
- b. ~~The Comprehensive Plan envisions higher density; or~~
- c. ~~A PUD is approved pursuant to the PUD Regulations; or~~
- d. ~~The Town Council determines that the rezoning is exceptional and meets conditions to mitigate the upzoning, such as but not limited to clustered development, the provision of additional open space, or other community benefits; and~~
- e. ~~the rezoning is compatible and fits with surrounding area development.~~

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5. **Accessory Dwelling Unit.** Accessory dwelling units are permitted in the Single-Family Zone District provided such units shall:

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- a. Only be allowed if the primary single-family dwelling unit exists or is constructed concurrently;
- b. Comply with the Design Regulations;
- c. Have the following floor area limitations:
  - i. A maximum of 800 sq. ft. of floor area if the primary single-family dwelling unit on the lot is 4,000 sq. ft. or less of floor area; and
  - ii. If the primary single-family dwelling unit is in excess of 4,000 sq. ft., the accessory dwelling unit is limited to twenty percent (20%) of the floor area of the primary single-family dwelling unit or 1,500 square feet of floor area, whichever is less.
- d. Be physically attached (roof forms and foundation) to the primary single-family dwelling unit if the lot is less than or equal to 0.75 acres. Lots that are greater than 0.75 acres may develop an accessory dwelling unit that is detached from the main single-family dwelling unit;
- e. Provide separate access to the unit, a kitchen facility separate from the main single-family dwelling unit, and off-street parking as required by the Design Regulations; and
- f. Be located on a lot so as to minimize visual impacts to existing buildings on lots immediately adjacent to the proposed unit to the extent practical.



# Memo

Agenda Item 12

To: Mayor and Town Council  
From: James Mahoney  
CC: File  
Date: August 11, 2016  
Re: Changes to Municipal Code Section 13.1 – Water and Sewer Regulations

- 
1. Recently the state of Colorado enacted changes to state law regarding cross connections and backflow prevention for public water system. We felt it was appropriate to modify our municipal code laws regarding the Town water system to be in line with the state statutes for consistency. Therefore, we have amended our municipal code as shown, which reflects the language of the state statute with minor tweaks to read appropriately in our municipal code.
  2. Motion: I move to approve on first reading the changes to the Mountain Village Municipal Code as set forth in the Ordinance and set a public hearing at the September Town Council meeting.

**ORDINANCE NO. 2016-\_\_**

**AN ORDINANCE AMENDING THE TOWN OF MOUNTAIN VILLAGE MUNICIPAL CODE  
CHAPTER 13.10 WATER AND SEWER RULES, REGULATIONS AND RATES**

**RECITALS**

- A. The Town of Mountain Village, 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 (the “Town”).
- B. The Town Council finds that in order to preserve the health, safety and welfare of the citizens of the Town, rules, regulations, rates and fees relating to the water and sewer systems are necessary.
- C. The Town Council finds that section 13.10 should be amended as set forth herein to be consistent with the State of Colorado regulations regarding cross connection and backflow prevention.

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

**Section 1. Amendment of Community Development Code**

- A. The Town of Mountain Village Municipal Code is hereby amended as set forth in Exhibit A which is attached hereto and incorporated herein.
- B. The Clerks Office is directed to codify the amendments in Exhibit A into the Municipal Code
- C. The Clerks Office may correct typographical and formatting errors in the amendments or the adopted Municipal Code.

**Section 2. Ordinance Effect**

- D. This Ordinance shall have no effect on pending litigation, if any, and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances repealed or amended as herein provided and the same shall be construed and concluded under such prior ordinances.
- E. All ordinances, of the Town, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed, replaced and superseded to the extent only of such inconsistency or conflict.

**Section 3. Severability**

The provisions of this Ordinance are severable and the invalidity of any section, phrase, clause or portion of this Ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of this Ordinance.

**Section 4. Effective Date**

This Ordinance shall become effective on \_\_\_\_\_, 2016.

**Section 5. Public Hearing**

A public hearing on this Ordinance was held on the \_\_\_\_\_ day of September, 2016 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

**INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 18th day of August, 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 September, 2016.**

**TOWN OF MOUNTAIN VILLAGE**

**TOWN OF MOUNTAIN VILLAGE,  
COLORADO, A HOME-RULE  
MUNICIPALITY**

By: \_\_\_\_\_  
Dan Jansen, Mayor

ATTEST:

\_\_\_\_\_  
Jackie Kennefick, Town Clerk

Approved As To Form:

\_\_\_\_\_  
Jim 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 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				
Cath Jett				
Laila Benitez				
Dan Caton				
Michelle Sherry				
Martin McKinley, Mayor Pro-Temp				
Bruce MacIntire				

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				
Cath Jett				
Laila Benitez				
Dan Caton				
Michelle Sherry				
Martin McKinley, Mayor Pro-Temp				
Bruce MacIntire				

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)

**TITLE 13**

**UTILITIES**

**CHAPTER**

**SUBJECT**

**13.05**

Cable Television (Ord. No. 07-01 Repealed by  
Ord. No. 2009-11 and Replaced by Resolution No.  
2009-1015-16)

**13.1**

Water and Sewer Rules, Regulations and Rates

## **13.1 GENERAL PROVISIONS**

### **13.1.1 PURPOSE**

The purpose of this Chapter is to ensure a uniform regulation, administration, construction, maintenance and use of water and sewer facilities and operations within the Town of Mountain Village, Colorado, and any area outside of the Town that is provided service by the Town pursuant to this Chapter.

### **13.1.2 POLICY**

The Town hereby declares that the Rules and Regulations hereinafter set forth shall serve a public use and are necessary to promote the health, safety, prosperity, security and general welfare of the inhabitants of the Town.

### **13.1.3 SCOPE**

This Chapter shall be treated and considered as new and comprehensive regulations governing the operations and functions of the Town and shall supersede all prior Rules and Regulations of the Town.

### **13.1.4 INTENT OF CONSTRUCTION**

It is intended that this Chapter shall be liberally construed to affect the general purposes set forth herein, and that each and every part thereof is separate and distinct from all parts. No omission or additional material set forth in this Chapter shall be construed as an alteration, waiver or deviation from any grant of power, duty or responsibility, or limitation or restriction, imposed or conferred upon the Town by virtue of statutes now existing or subsequently amended, or under any contract between the Town and any other governmental entity. Nothing contained herein shall be so construed as to prejudice or affect the right of the Town to secure the full benefit and protection of any law that is now enacted or may subsequently be enacted by the Colorado General Assembly pertaining to the governmental or proprietary affairs of the Town.

### **13.1.5 AMENDMENT**

It is specifically acknowledged that the Town shall retain the power to amend this Chapter to reflect those changes determined to be necessary by the Town. Prior notice of these amendments shall not be required to be provided by the Town exercising its amendment powers pursuant to this section.

## 13.2 DEFINITIONS

Unless the context specifically indicates otherwise, the meaning of the terms used herein shall be as follows:

- A **Applicant.** “Applicant” means any person who applies to the Town for a service connection or service disconnection, main line extension or other such service agreement, or who attempts to have real property included within, or excluded from the Town, as the case may be.
- B **Authorized Plumber.** “Authorized Plumber” means a person authorized by the Town to perform services that physically affect the water or sewer system of the Town.
- C **Bedding.** “Bedding” shall be material of class B bedding or equivalent, such as crushed glass.
- D **Board.** “Board” or “Board of Directors” means the Town Council of the Town of Mountain Village.
- E **Commercial Customer.** “Commercial Customer” shall mean any premises where an industrial or commercial enterprise is conducted on or multifamily residences of seven (7) or more units.
- F **Constructor.** “Constructor” means the landowner, developer, subdivider or agency actually paying for the construction of the lines.
- G **Contractor.** “Contractor” means any person, firm or corporation authorized by the Town to perform work and to furnish materials related to the water and sewer lines and facilities within the Town of Mountain Village.
- H **Customer.** “Customer” means any person, company, corporation, homeowner’s association or similar entity authorized to connect to and use the Town’s water and sewer system under a permit issued by the Town.
- I **Developer.** “Developer” means any person who owns land and/or is subdividing land for resale and seeking to have the land served by the Town’s water and sewer system.
- J **Director of Public Works.** “Director of Public Works” shall be Town staff directed to administer and supervise the construction, maintenance and operations of the water and sewer system of the Town. Any reference to Manager shall mean the Director of Public Works.
- K **Dwelling Unit.** “Dwelling Unit” means one or more habitable rooms arranged, occupied, or intended or designed to be occupied by not more than one family with facilities for living, sleeping, cooking and eating.
- L **Equivalent Dwelling Unit.** “Equivalent Dwelling Unit” or “Single Family Equivalent Dwelling Unit” means a use that is estimated to have an impact upon the water or sewer system equal to that of the average dwelling unit.
- M **Food Service Establishment (FSE).** “Food Service Establishment” means any commercial, institutional or food processing facility that discharges kitchen or food preparation wastewaters and that is required to have a grease control device pursuant to the International Building Code.
- N **Grease Control Device.** “Grease Control Device” means a device used to collect, contain and remove food waste and grease from wastewater, while allowing the remaining wastewater to be discharged to

the Town's wastewater collections system. Devices include grease interceptors, grease traps, automatic grease removal devices or other devices approved by the Town Manager.

- O **Inspector.** "Inspector" means that person under the direction of the Director of Public Works, who shall inspect all water and sewer connections, excavations, installations of, and repairs to the Town's water and sewer system and facilities to ensure compliance with the Rules and Regulations.
- P **Licensed Contractor.** "Licensed Contractor" means that person authorized by the Town to perform services that physically affect the public water or sewer system of the Town.
- Q **Lot.** "Lot" means any lot within the Town of Mountain Village or a Lot outside of the Town of Mountain Village for which the Town provides water and/or sewer services.
- R **Main Line.** "Main Line" or "Main" means any main or sewer interceptor used as a primary conduit for water or sewage in the Town's water or sewer system and is owned exclusively by the Town.
- S **Permit.** "Permit" means the written permission to connect to the water or sewer system of the Town pursuant to the provisions of this Chapter, and shall be revocable upon the change of use of the property being served by a water or sewer main line.
- T **Person.** "Person" means any individual, firm, partnership, corporation or other entity of any nature, whether public or private.
- U **Pretreatment Facilities.** "Pretreatment Facilities" means structures, devices or equipment used for the purpose of removing from the sewer system any wastes that would be harmful to the Town's sewer mains or to the sewer treatment works.
- V **Service Line.** "Service Line" means any pipe, line, conduit, curbstop or other equipment used as a connection to a main line that is used or may be used in whole or in part to provide water and/or sewer service to a lot. All service lines shall be privately owned and maintained regardless of who installed or has performed any maintenance on such equipment.
- W **Sewer Interceptor.** "Sewer Interceptor" means any pipe, piping or system of piping used as conduit for sewage in the Town. Unless otherwise provided by the Board, a sewer interceptor shall be six inches (6") or more in diameter.
- X **Sewer System.** "Sewer System" means any sewer interceptor, sewer collection line, appurtenances, accessories or portions thereof.
- Y **Shall-May.** Whenever "shall" is used herein, it shall be construed as a mandatory direction; whenever "may" is used herein, it shall be construed as a permissible, but not mandatory, direction.
- Z **Storm Sewer System.** "Storm Sewer System" means any interceptor, sewer collection line, appurtenances, accessories or portion thereof for the collection of runoff water.
- AA **Stub-Out.** "Stub-Out" means any connection to a main line that extends from the main line and that is intended to facilitate connection to the water or sewer system, either directly to the main line or indirectly through a private line, provided that a stub-out may extend to, but not through, the foundation or exterior walls or floor of any structure intended to be served.



- BB **Superintendent.** “Superintendent” means that person appointed by the Manager to supervise the operation and maintenance of Town facilities.
- CC **Tap or Connection.** “Tap” or “Connection” means the connecting of the service line to the Town’s water or sewer system, either directly to a public main line, or stub-out from the main line, or indirectly through a private main line, which service line extends beyond the easement line or property line into the structure intended to be served, whether or not actually connected to the structure’s water or sewer system.
1. **Tap Fee and Connections Charge.** “Tap Fee” means the payment to the Town of a fee for the privilege of connecting a particular use to the water or sewer system. The Tap Fee may also be known as a “User Fee” and is dependent upon the impact of a use or expanded use. Physical tapping is not necessarily the criteria for the obligation of paying a Tap Fee.
  2. **“Connection Charge”** means the payment to the Town of a charge for the actual physical connection by the Town of a particular use to the water or sewer system. The connection charge is dependent upon the cost of making the actual connection.
  3. **“Inspection Charge”** means the payment to the Town of a charge for the actual inspection of the physical connection to the water and sewer system.
- DD **Town.** “Town” means the Town of Mountain Village.
- EE **Town Engineer.** “Town Engineer” means that person or firm that has been authorized by the Town to perform engineering services for the Town.
- FF **Town Sewer or Water System.** “Town Sewer System or Water System” means any sewer or water line, appurtenances, accessories or portion thereof owned and maintained by the Town.
- GG **Water Main.** “Water Main” means any pipe, piping or system of piping used as a conduit for water in the Town’s water system and owned by the Town. Unless otherwise provided by the Board, a water main shall be six inches (6”) or more in diameter.
- HH **Water Systems.** “Water Systems” means any water main, line, appurtenances, accessories or portion thereof owned and maintained by the Town.
- II **Watering or Irrigation.** “Watering or Irrigation” means any use of exterior domestic water.
- JJ **Any Other Term.** Not herein defined shall be defined as presented in the “Glossary-Water & Sewer Control Engineering” A.P.H.A., A.W.W.A., A.S.C.E. and F.W.S.A., latest editions.

### **13.3 OWNERSHIP AND OPERATION OF FACILITIES**

#### **13.3.1 RESPONSIBILITIES OF THE TOWN**

Except as otherwise provided by these Rules and Regulations, the Town is responsible for the sewer and water systems, which operation and maintenance shall be carried out in a sound and economical manner, in accordance with this Chapter. It shall not be liable or responsible for inadequate treatment or interruption of service brought about by circumstances beyond its control.

#### **13.3.2 LIABILITY OF TOWN**

It is expressly stipulated that no claim for damage shall be made against the Town by reason of the following: Blockage in the system causing the backup of effluent; damage caused by “smoking” of the lines to determine drainage connections to Town lines; breakage of service mains by Town personnel; interruption of water or sewer service and the conditions resulting therefrom; breaking of any service or collection line, pipe, cock or meter by any employee of the Town; failure of the water supply; shutting off or turning on water; making of connections on extensions; damage caused by water running or escaping from open or defective faucets; burst service lines or other facilities not owned by the Town; damage to water heaters, boilers or other appliances resulting from shutting water off or turning it on, or from inadequate, sporadic or increased pressures; failed pressure release valves; or for doing anything to the systems of the Town deemed necessary by the Town or its agents. The Town shall have no responsibility for notification to customers of any of the foregoing conditions. The Town hereby reserves the right to temporarily discontinue service to any property, at any time, for any reason deemed appropriate by the Town. The Town shall have the right to revoke service to any property for violations of this Chapter in accordance with the procedures set forth in this Chapter.

#### **13.3.3 OWNERSHIP OF FACILITIES**

All existing and future mains and treatment works connected with and forming an integral part of the water or sewage system shall become and are the property of the Town, unless any contract with the owner or customer provides otherwise. Said ownership will remain valid whether the mains and treatment works are constructed, financed, paid for or otherwise acquired by the Town, or any other persons.

13.3.4 That portion of all existing or future service lines extending from the main line to each unit or building for each customer that is connected with and forms an integral part of the Town’s water or sewer system shall become and is the property of the customer. This principle shall not be changed by the fact the Town might construct, finance, pay for, repair, maintain or otherwise affect the customer’s ownership of the service line. The construction of any service line shall be done in compliance with Section VI of this Chapter. The customer’s ownership of the service line shall not entitle the customer to make unauthorized uses of the Town’s systems once the service line has been connected to Town’s main line. All uses of the service line or any appurtenances thereto at any time after the initial connection to the Town’s systems shall be subject to this Chapter.

13.3.5 Notwithstanding the above, all water meters and shut-off valves shall become and are the property of the Town. Said ownership shall remain valid whether the meter and/or shut-off valves are installed, financed, paid for, repaired or maintained by another person or whether the meters and/or valves are located on a privately owned and maintained service line.

13.3.6 Inspection Powers and Authority of Town Agents: The Manager, Superintendent and other duly authorized employees of the Town, bearing proper credentials and identification, shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing, in accordance with the provisions of this Chapter. Failure to permit such inspections, observations, measurements, sampling and/or testing upon the request in writing of the Town shall result in the immediate disconnection of service to the property of the party failing to permit such activity.

### 13.3.7 MODIFICATION, WAIVER AND SUSPENSION OF RULES

The Town Council shall have the sole authority to amend this Chapter, by passing a Chapter amending these rules and regulations.

## 13.4 USE OF SEWER AND WATER SYSTEM

### 13.4.1 CLASSIFICATION OF SEWAGE WASTES

- A. Policy Statement. It shall be the policy of the Town to classify wastes into three main categories, termed "Normal Sewage," or "Special Sewage" and "Prohibited Sewage," which are generally defined herein. The classification of wastes shall be the responsibility of the President and shall follow recommended procedures of the State Board of Health, and, subject to approval of the Board, shall be final and binding.
1. Normal Sewage. Normal Sewage shall mean sewage that can be treated at the Town's Sewage Treatment Works without pretreatment and within normal operating procedures, and that, when analyzed, shows by weight a daily average of not more than 250 (new) parts per million of suspended solids and are not more than 250 parts per million five (5) day Biochemical Oxygen Demand (BOD).
  2. Special Sewage. Special Sewage shall mean any sewage that does not conform to the definition for Normal Sewage, but that can be treated by the Town after pretreatment by the user or by utilization of special operating procedures by the Town at the Sewage Treatment Works.
  3. Prohibited Sewage. Prohibited sewage shall mean any of the following:
    - i. Any sewage that may reasonably be anticipated to have a deleterious effect upon the sanitary sewage system or any persons or property, and therefore, in the opinion of the Town, cannot be serviced by the Town.
    - ii. Any water injected into the sewage system by means of a drainage collection system. Said drainage water is detrimental to the sewage system since it interferes with the Town's volume capacity and with the biological process necessary for proper treatment.
    - iii. Any solid or liquid substance capable of obstructing the flow in the sewer or otherwise interfering with the proper operation of the sewage system, including but not limited to: ashes, cinders, sand, mud, shavings, feathers, tar, plastics, rags, glass, metal, fats, oils and greases.
- B. Analysis of Sewage. The Town shall be responsible for all sampling, testing, analysis and classifying of sewage.

Testing and analysis shall be determined in accordance with "Standard Methods for the Examination of Water and Wastewater," latest edition. Results of tests shall be made available to the customer at the Town's office.

#### 13.4.2 UNAUTHORIZED TAMPERING WITH SYSTEM

- A. No unauthorized person shall uncover, make any connection with or opening onto, use, alter or disturb the sewer or water system without first obtaining a written permit from the Town. Unauthorized uses of the Town's systems include, but are not limited to, an unauthorized turn-on or turn-off of water or sewer service, or a tampering with or in any way modifying any meter, even though the same may be located on a privately owned and maintained service line.
- B. No person shall maliciously, willfully or negligently, break, damage, destroy, uncover, deface or tamper with any portion of the Town's systems.
- C. Any person who shall violate the provisions of this Section IV shall be prosecuted to the full extent of Colorado law.
- D. Any person violating any of the provisions of this Chapter shall become liable to the Town for any expense, loss or damage occasioned by the reason of such violation, and upon fifteen (15) days after nonpayment thereof shall be assessed a penalty of One Thousand Dollars (\$1,000), which penalty shall be a lien upon the violator's property, as allowed by C.R.S. 31-35-708, as amended.

#### 13.4.3 RESPONSIBILITIES OF CUSTOMER

##### A. Use of the Sewer System

- 1. The customer is required to notify the Town upon any change in the customer's equipment, service or use of the property served by the Town and upon any change of ownership of the property. Every customer shall have additional responsibilities for constructing and maintaining the entire length of the service line serving his property, including all costs therefore. Leaks or breaks in the service line shall be repaired by the property owner within seventy-two (72) hours of obtaining knowledge of a leak or from the time of notification of such condition by the Town. If satisfactory progress toward repairing the said leak or break has not been completed within the same time period, the Town shall shut off the service until the leaks or breaks have been repaired; in addition, the Town shall have the right to effect the repair and the cost therefore shall constitute a lien on or against the property of such customer, securing payment of such cost as provided for by C.R.S. 31-35-708.
- 2. No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water or industrial process waters to any sanitary sewer. No public or private swimming pool shall be connected with the sanitary sewer system without first obtaining a special permit therefore from the Town, which permit shall define and specify the hour or hours during which water may be discharged from such pools into the sanitary sewer system and prescribe the fees and charges therefore, if any.
- 3. No person shall discharge or cause to be discharged to the sewer system any Special or Prohibited Sewage or harmful waters or wastes, whether liquid, solid or gas, capable of causing obstruction to the flow in sewers, damage or hazard to structures, equipment and personnel of the Sewage Treatment Works, or other interference with the proper operation of the Sewage Treatment Works.

4. No person shall permit prohibited wastes to enter, directly or indirectly, into the Sewage Treatment Works. The Town Manager may require the owner or user to install, at his or her own expense, grease, oil or sand interceptors to be installed wherever necessary.

Fats, Oils, and Grease (“FOG”). To aid in preventing the introduction and accumulation of fats, oils and grease (FOG) into the municipal wastewater system, causing, tending to cause or contributing to sanitary sewer blockages and obstructions and maintenance problems at the regional wastewater facility, all food service establishments are required to install and maintain grease control devices and manage used fryer oil according to the provisions below.

- a. Grease Control Devices
  - i. New Food Service Establishments (FSEs) shall be required to install, operate and maintain a grease control device in compliance with the requirements of the International Building Code and this Chapter.
  - ii. Existing FSEs in operation as of the effective date of this Chapter may continue to operate and maintain their existing grease control devices, provided such grease control devices are in proper operating condition. An existing FSE shall install a new grease control device that complies with the requirements of the International Building Code if its grease control device is determined not to be in proper operating condition. Existing FSEs that do not currently have a grease control device, shall install a grease control device that complies with the requirements of the International Building Code whenever there is a change of ownership of the real property or issuance of a building permit for remodel of the FSE kitchen.
  - iii. Installation. Grease control devices shall be installed by a licensed plumber. Where possible, a grease control device shall be located outside. When installed inside, a grease control device shall be located away from the food preparation area. Every grease control device shall be installed and connected so that it is readily accessible for inspection, cleaning and removal of the intercepted food waste and grease at any time.
  - iv. Registration. Each grease control device shall be registered with the Mountain Village Public Works Department within ninety (90) days of the effective date of this Chapter or upon the date of installation. Public Works will provide a registration form.
  - v. Maintenance. Grease control devices shall be properly maintained at all times. Maintenance shall include the complete removal of all contents, including floating materials, wastewater and settled solids. Decanting or discharging of the removed waste back into the grease control device or private sewer line or into any portion of the Town’s wastewater collection system is prohibited. In no event shall the content of food solids and FOG exceed twenty-five percent (25%) of the overall liquid depth of the device.
  - vi. Evidence of Maintenance. The Public Works Director or their designee shall have the authority to make such inspections as are authorized by law during reasonable hours for the purpose of inspecting, observing, taking measurement, sampling, testing or reviewing the records of the grease control device(s) installed in an FSE. Upon request, FSEs must show evidence of an active contract to service all grease control devices

on the premises and haul the waste. Alternatively, the FSE itself must provide evidence of regular maintenance and proper waste disposal. In either case, a copy of a Grease Control Device Maintenance & Waste Disposal Affidavit shall be required and will include the following information: date, time, volume and responsible person or contractor. The original affidavit, as well as originals of all contracts and evidence, will remain at all times on the premises of the FSE.

b. Stored Used Fryer Oil

- i. Evidence of Proper Disposal. The Public Work's Director or their designee shall have the authority to require evidence of an active contract to haul used fryer oil from an FSE. Alternatively, the FSE itself must provide evidence of proper disposal, such as a receipt from a disposal facility. In either case, a copy of a Used Fryer Oil Disposal Affidavit shall be required and include the following information: date, time, volume and responsible person or contractor.
  - ii. Used Fryer Oil Storage. The Town Manager shall have the authority to inspect all areas where used fryer oil is stored. Proper storage criteria shall include: (1) sealed storage, (2) spill containment, and (3) a spill response plan. Used fryer oil is considered to be refuse and, pursuant to Ord. No. 2011-07, must be collected once a week.
5. This subsection of the Rules and Regulations shall provide the basic policies of the Town for classification of wastes and for control of discharge of wastes into the system.
  6. The admission into the Town's sewers of any Special Sewage shall be subject to the review and approval of the Board, which may prescribe limits on the strength and character of such sewage. Where necessary, in the opinion of the Board, the owner shall provide, at his expense, such pretreatment facilities as may be necessary to treat such Special Sewage prior to discharge to the sewer main. Grease, oil and sand interceptors of a design recommended by the International Plumbing Code shall be provided at all restaurants or food establishments that prepare food and all parking garages that are connected to the Town sewer system. Grease oil and sand interceptors may also be required in any other situation that in the opinion of the Town Manager is necessary for the proper handling of Special Sewage or liquid wastes containing grease in excessive amount, or any flammable wastes, sand or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. Where installed, they shall be maintained by the owner, at his expense, in continuously effective operation at all times. Plans, specifications, and any other pertinent information relating to purposed pretreatment facilities shall be submitted for the approval of the Town and of the State Board of Health, and no construction of such facilities shall be commenced until such approval is obtained in writing. Where pretreatment facilities are provided for any Special Sewage, they shall be maintained continuously in satisfactory and effective operation by the owner, at his own expense.
  7. When required by the Town, the owner of any property served by a service line carrying Special Sewage shall install and maintain, at his expense, a suitable control manhole in the service line to facilitate observation, sampling and measurement of the wastes. The manhole shall be installed by the customer and maintained at his own expense. All measurements, tests and analysis of the characteristics of water and wastes shall be

determined in accordance with “Standard Methods for the Examination of Water and Sewage,” latest edition, or by methods approved by the United States Environmental Protection Agency for NPDES permit reporting and the Colorado State Health Department, and shall be determined at the control manhole, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest down-stream manhole in the sewer main to the point at which the service line is connected.

B. Use of the Water System

1. The customer shall notify the Town prior to any change in the customer’s equipment, service or use of the property served by the Town, upon any change of ownership of said property. Each customer shall be responsible for constructing and maintaining and all costs thereof of the entire length of the service line serving his property. Service lines shall be constructed in accordance with this Chapter. Leaks or breaks in customers’ service lines that occur or appear to occur in a section of the service line that cannot be shut off by the service valve and can only be shut off by shutting down the main line shall be considered an emergency, and such repairs may be undertaken immediately and without out notice to the customer. Notwithstanding the foregoing, the Town reserves the right to determine if additional emergency situations arise and to undertake such emergency repairs without notice to the customer. All costs of such emergency repairs shall be billed to the customer, and any unpaid costs shall constitute a lien on the property of such customer, securing payment of such costs as provided by CRS 31-35-101 et seq. Leaks or breaks in the service line that are not emergencies shall be repaired by the customer within seventy-two (72) hours of obtaining knowledge of a leak or from the time of verbal or written notification of such condition by the Town. If satisfactory progress toward repairing said leak has not been completed within the same time period, the Town shall shut off the service until the leaks or breaks have been repaired, and the cost therefore shall constitute a lien on or against the property of such customer, securing payment of such cost, as provided for by CRS 31-35-101 et seq. All curbstops shall be maintained by the owner at all times; this includes all phases of construction. Any owner of any curbstop that must be repaired or raised shall have seventy-two (72) hours from the verbal or written notice of the Town to repair or raise the curbstop. If satisfactory progress toward repairing or raising the curbstop has not been completed within the same time period, the Town shall repair or raise the curbstop, and the cost therefore shall be billed to the customer, and any unpaid costs shall constitute a lien on or against the property of such customer, securing payment of such cost, as provided for by CRS 31-35-101 et seq.
2. Each customer is responsible for complying with the Town’s Cross-Connection and Backflow Regulations.
3. Every customer shall take note that there is no waste-way in the shut-off at the curb box, nor at the main, and that any water standing in the pipes when water is turned off, if any, will remain there unless drained out by the customer. Except as otherwise provided in this Chapter or directed by the Town, employees of the Town are expressly forbidden to do any other plumbing work whatsoever except on facilities owned by the Town.

Each person having boilers and/or other appliances on his premises, depending on pressure or water in pipes or on a continual supply of water, shall provide, at his own expense, suitable

safety devices to protect himself and his property against a stoppage of water supply or loss of pressure.

The Town expressly disclaims any liability or responsibility for any damage resulting from a customer's failure to so equip his property.

- a. It shall be unlawful for any person other than authorized personnel to have in his or her possession a hydrant wrench or valve shut-off key; any police officer, personnel of the Town or fire department is hereby authorized to confiscate any hydrant wrench or valve shut-off key found in the possession of any unauthorized person. Use of fire hydrants is prohibited at all times to anyone except authorized personnel.
  - b. No connection shall be made to the Town's systems without a Sensus or approved Water Meter with an Electronic Communications Register (ECR) having been installed to serve the subject unit. All water meters shall have a radio read remote (MXU) only. The locations of the meter and the radio read remote shall be subject to the approval of the Town. All water meters shall be controlled by the Town. The Town shall, at the customer's expense, have the right to test, remove, repair or replace any and all water meters. It shall be the duty of each customer to notify the Town office if his water meter is operating defectively. If any meter shall fail to register in any period, the customer shall be charged the average period consumption during the two preceding periods as shown by the meter when deemed by the Town to be in working order.
4. Water Conservation Measures
- a. In the event of a water shortage, the Town has the right to enforce a limitation on the use of water for outside irrigation and, if necessary, domestic consumption.
  - b. Notice shall be sent to all water customers of the Town notifying them that water conservation measures are being implemented and enforced. The notice shall include specific details of the conservation program, including days and hours for irrigation.
  - c. Customers found to be in non-compliance with the conservation program shall be contacted, either in person, if possible, or in writing at their billing address. If compliance has not been secured within twenty-four (24) hours of personal contact or within seven (7) days of written notice, the customer shall be fined One Hundred Dollars (\$100) per day until compliance has been secured. If compliance has still not been secured after ten (10) days, the fine shall be capped at One Thousand Dollars (\$1,000), and the water shall be turned off. Water shall be turned on again only after payment of the One Thousand Dollar (\$1,000) fine, water service fees owing, if any, and a One Hundred Dollar (\$100) fee for the return of service.
  - d. A repeat violation of the conservation program shall cause the fine to double to Two Hundred Dollars (\$200) per day for up to ten (10) days, for a maximum fine of Two Thousand Dollars (\$2,000) at which time the water shall be turned off, as above.

#### C. Use of the Storm Sewer

1. No person shall discharge or cause to be discharge, any sanitary sewer, garage area water, surface or ground water or industrial process waters to any storm sewer.



2. No connections or extensions shall be allowed to the storm sewer system without an approved plan and express permission of the Town.
3. All main line extensions, taps and service lines must be inspected by a Town representative prior to backfilling.

D. Warranty

1. All work being warranted to the Town shall be the owner/developer's or contractor's responsibility to maintain at their cost throughout the duration of the warranty period.
2. The warranty period shall start at the completion of the approved project or at the time the Town accepts ownership of utilities, whichever is later.
3. All aspects of construction of water and sewer lines shall be warranted for one year; this includes, but is not limited to, the materials used, labor, installation and the backfill of the sewer lines.
4. All aspects of construction performed on any Town roads shall be warranted for one (1) year, which includes, but is not limited to, road surfaces, shoulders, ditches and drainage.
5. All construction performed under asphalt, concrete or pavers shall be warranted for two (2) years.

### 13.5 APPLICATION FOR SERVICE

13.5.1 INCLUSIONS. Subject to this Chapter, service shall be furnished only to property included within and subject to this Chapter and taxation by the Town. It shall be incumbent upon the applicant to furnish satisfactory evidence of inclusion whenever such evidence is requested by the Town. Satisfactory evidence shall consist of a tax receipt, or certification in lieu thereof, received from and signed by the County Treasurer. A person owning land within or without the exterior boundaries of the Town who desires service must include all of his land serviceable by the system contiguous to the parcel on which service is desired into the Town. A formal request for inclusion within the Town shall be made to the Town, on its standard form, by the applicant, accompanied by a non-refundable payment of One Thousand Dollars (\$1,000) for legal fees and the estimated costs of publication. Any additional costs or fees that may occur shall be assessed and paid prior to approval from the Town.

13.5.2 WATER METER REQUIRED. No connection shall be made to the Town's system without a Sensus or approved Water Meter with an Electronic Communications Register (ECR) having been installed to serve the subject unit. All water meters shall have been installed to serve the subject unit. All water meters shall have a Sensus Touchread Radioread and touchpad remotes. Meter sizes of 5/8", 3/4", and 1" shall be Sensus SR/II Positive Displacement or approved meters. Meters of 1 1/2" shall be Sensus SR Positive Displacement or approved meters. Meters of 2" or larger shall be Sensus SRH Compound or approved meters. The locations of the meter and the Touchread remote shall be subject to the approval of the Town.

13.5.3 WATER SAVING DEVICE REQUIRED. All new connections are required to install water saving devices as follows:

- A. All toilets shall have maximum flush of 1.6 gallons per flush.
- B. All showers shall have a shower restrictor device installed, which shall have a measured flow, at 60 pounds per square inch, of not greater than 2.5 gallons per minute.
- C. All appliances shall be an Energy Star qualified product.
- D. All faucets shall be equipped with aerators.
- E. All irrigation systems shall be equipped with a rain sensor.

13.5.4 SERVICE OUTSIDE THE TOWN. No service shall ever be provided to property outside of the Town, except upon the express written notice of the Town. Charges for furnishing service outside of the Town shall be at the discretion of the Town, but no service shall be furnished to property outside of the Town unless the charge therefore equals at least the cost of service, plus the estimated mil levy and tap fee for which such property would be responsible if it were a part of the Town. In every case where the Town furnishes service to property outside the Town, the Town reserves the right to discontinue the service when, in the judgment of the Town, it is in the best interests of the Town to do so. A duplicate copy of the receipt or approved application must be filed with the Building Department of the County of San Miguel.

13.5.5 APPLICATION FOR SERVICE. Application for service must be filed with the Town on forms provided by the Town and accompanied by appropriate fees prior to any action to connect to the system. Only upon authorized approval of the application and a receipt therefore may a connection to the system be made. The location of the water meter and the remote reading device shall be indicated on all applications for service.

If a fire protection water sprinkler system is to be used, a plan of the system is to accompany the application and is subject to the approval of the Town. All fire sprinkler systems shall meet NFPA requirements and additionally shall meet the requirements of all applicable County and State building and fire protection codes. If a water sprinkler system for lawn irrigation is to be used, it must be metered.

No taps will be permitted or made between November 1 and April 15, without specific, written approval of the Town.

All information requested on the tap application form must be completed, and a diagram of the stop box location included. Should any information disclosed on the application prove at any time to be false, or should the applicant prove at any time to be false, or should the applicant omit any information, the Town shall have the right to reassess the tap fee originally charged at the rate current to the discovery by the Town of the false or omitted information, and/or disconnect the service in question, and/or back-charge the property in question for service fees that may be due and owing, and/or charge any other or additional fee or penalty specified in this Chapter, as amended. Any reassessment shall be due and payable, together with any penalties or other additional fees charged, together with interest at the maximum legal rate on the entire balance, upon and from the date of the original application.

13.5.6 DENIAL OF APPLICATION. The Town reserves the right to revoke any prior approval of an application before service has been provided, and thereafter for any violation of this Chapter.

13.5.7 MOVED OR DESTROYED BUILDINGS. When buildings are moved or destroyed, the original tap authorization shall terminate and no credit shall be authorized for tap fees paid previously with respect to said building. However, the original tap shall remain in good standing, providing uninterrupted payment of the Town's minimum service charge (as same may be amended from time to time) is made. If payment of the minimum service charge ceases for any reason, said tap shall be in violation of this Chapter, and the tap shall be revoked. Non-payment within thirty (30) days of the billing shall be considered cessation of payment of minimum service charge.

13.5.8 CHANGE IN CUSTOMER'S EQUIPMENT SERVICE OR USE OF PROPERTY. No change in the customer's equipment, service or use of property served shall be made without the prior notification of and approval by the Town. Any such change that, in the opinion of the Town, will increase the burden placed on the Town's systems by the customer shall require a redetermination of the tap fee and monthly service charge and a payment by the customer of any additional tap fee and monthly service charge resulting from the redetermination. Subject to Section 5.7 above, tap fees previously paid with respect to the property in question shall be credited against the redetermined tap fee so that only the unpaid portion of any redetermined tap fee shall be due; provided, however, that redetermination resulting in a conclusion that the tap fee, if assessed currently, would be in an amount less than originally paid, shall not result in a refund or credit of any kind to the customer.

- A. Any violation of this section shall result in the assessment of an unauthorized connection fee, as provided by Section 4.2 of this Chapter, and the Town shall take those steps authorized by this Chapter and Colorado law regarding the collection of said fees.

13.5.9 Any customer believed to have changed the equipment, service or use of their property in violation of this section shall be notified of such belief by the Town, and shall be notified of the Town's intent to assess any additional tap, service or unauthorized connection fees, and shall be afforded ten (10) days in which to respond to the Town's notice. Failure to respond as required herein within the ten (10) day period shall be deemed to establish the Town's belief concerning the nature and extent of the change, and such additional tap, service and unauthorized connection fees as are deemed appropriate by the Town shall be assessed against the property in question and shall be collected as provided under this Chapter and Colorado law. To defer the collection of said fees, and as a prerequisite to the right to hearing as provided for and described in Section 9 of this Chapter, any response by the customer must, in addition to being provided in ten (10) days, include permission to make such inspection of the property in question as the Town's representatives deem necessary to clearly establish the nature of equipment, service and use of the property in question. Any such connection, enlargement or change

shall be deemed an unauthorized connection.

13.5.10 UNAUTHORIZED CONNECTIONS AND FEES. No person shall be allowed to connect onto the sewer or water systems or to enlarge or otherwise change equipment, service or use of property without prior payment of tap fees, approval of application for service and adequate supervision and inspection of the tap by Town employees. Upon the discovery of any unauthorized connection, the then current tap fee shall become immediately due and payable, and the property shall automatically be assessed an unauthorized connection fee. The unauthorized connection fee is an amount equal to twice the then current tap fee that would be due for such property. The Town shall send written notice to the owner(s) of the property benefited by such connection stating that an unauthorized connection has been made between the owner(s)' property and the Town facilities. The owner(s) shall then have ten (10) days from the date of the notice to pay the then current tap fee. If that fee is paid within ten (10) days, the unauthorized fee shall be waived by the Town. In the event the then current tap fee is not paid within ten (10) days, a notice of revocation of service shall be sent, and service shall be disconnected pursuant to Section 4.2 of this Chapter. Once discontinued, service may be returned to the property only upon receipt by the Town of both the unauthorized connection fee and any turn-on/turn-off service charges and any other charges that may be provided by law for the collection of unpaid fees and charges of the Town.

13.5.11 REVOCATION OF SERVICE. Service shall be revocable by the Town upon non-payment of any valid fees or charges owing to the Town. In the event of non-payment, the customer shall be given not less than ten (10) days advance notice in writing of the revocation, which notice shall set forth:

- A. The reason for revocation;
- B. That the customer has the right to contact the Town, and the manner in which the Town may be contacted for the purpose of resolving the obligations; and
- C. That there exists an opportunity for a hearing in accordance with Section 9 of this Chapter.

If the obligation is not resolved within the time prescribed, service to the property shall be revoked by blocking or disconnecting the appropriate line serving the property. The cost of disconnection shall be assessed to the customer. The customer may request a hearing in accordance with Section 9 of this Chapter.

If payment of the outstanding obligation or a request for a hearing with the accompanying deposit is not received by the Town within ten (10) days of the date of mailing of the revocation notice, the Town shall disconnect the service and the customer shall be assessed the cost of the disconnection. Deposit for service, if any, shall be applied against the outstanding obligation.

13.5.12 REVOCATION OF TAP RIGHTS. The right to connect to the Town's system and receive services under Section 5.5 above, shall be revocable by the Town upon non-payment of any Town fees owing to the Town and remaining unpaid for a period of ninety (90) days, whether or not the customer owning the right to connect has actually connected to the Town's system. Such revocations shall be conducted in accordance with Section 5.11 above. If the right to connect to the Town's system is revoked, the customer may reacquire such tap rights only by reapplying for service in accordance with Section 5.5 above and after paying all fees due and owing the Town and the then current tap fees charged by the Town under this Chapter.

13.5.13 TURN-ON/TURN-OFF OF SERVICE. All turn-on or turn-off of water or sewer service through a shut-off valve on a service line that has been connected to the Town's water or sewer system, pursuant to a written permit issued by the Town, shall be performed only by Town personnel regardless of the ownership of

the shut-off valve or service line and regardless of the circumstances respecting the turn-on or turn-off. The Town shall assess a single charge of One Hundred Dollars (\$100) for each such turn-off and turn-on performed except when the service is performed for customers requiring maintenance to their service line, in which case there shall be no charge. The Town shall provide this service only for (1) a tap for new construction, one time, prior to the occupancy of the building served, and (2) for customers requiring service to be turned off for maintenance of a service line. All other requests for a turn-off or turn-on of Town service may be granted or denied by the Town at its sole discretion. Violation of this section and/or failure to pay the One Hundred Dollars (\$100) shall result in the assessment against the property served of a penalty of One Thousand Dollars (\$1,000), in addition to the turn-on/turn-off fee and in addition to the penalties provided for unauthorized tampering with the Town's system in Section 4.2 of this Chapter.

13.5.14 FAILURE TO CONNECT. The customer's right to connect to the Town's system shall terminate and any tap fee paid shall be forfeited if the tap is not connected within twenty-four (24) months of the payment of the tap fee unless (1) the tap fee is transferred pursuant to Section 8.5 (Transfer of Tap Fee), or (2) the property owner begins to pay and continues to pay the minimum service charge for that tap for each and every month, commencing with the first billing cycle after the twenty-four (24) month period has passed, or (3) the property owner pays the turn-off/turn-on fee provided by and pursuant to Section 8.6 of this Chapter.

### **13.6 CONSTRUCTION OF SERVICE LINES**

13.6.1 COMPLIANCE WITH CHAPTER. The requirements of this Chapter and Appendices attached hereto shall be applicable to the construction of all service lines.

13.6.2 INSPECTION AND TAPPING CHARGES. All service lines shall be inspected by a representative of the Town. All water service lines shall be tested under normal operating pressure. Constructors of service lines shall call the Town for an open ditch inspection of all service lines. There shall be a charge for all inspections as determined from time to time by the Board. Further information regarding inspections and the charges for inspections may be obtained at the Town office.

13.6.3 SEPARATE SERVICE LINES REQUIRED. A separate and independent service line shall be provided for every lot, also for each half of a duplex, and shall be installed at the expense of the property owner. Existing service lines may be used in connection with new buildings only when found, on examination by the Town, to meet all requirements of this Chapter. There shall be one Sensus or approved water meter installed for each separate building served. A curbstop shall be located at the property line, or as directed by the Town, on all water service lines. Each half of a duplex shall have a curbstop at the property line and shall have a separate water meter and service line. The Board may, in the exercise of its sole discretion, provide an exemption from the above requirements for buildings that are part of a condominium or homeowner's association. In such a case, the Town shall bill the association for the service charges assessed by the Town for water and sewer usage in the association.

13.6.4 CONSTRUCTION AND CONNECTION. All connections shall be made under the Town's supervision. All contractors, plumbers and others doing work on any main, service lines or structures in the Town shall comply with the County, State Highway Department, Town or local regulations on excavation, bedding, backfill, compaction and restoration of surfacing. All permits, fees and licenses shall be paid for by the owner/developer, plumber or others doing work in the Town prior to the start of construction. All excavations for service installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public or private property disturbed in the course of the work shall be restored in a manner satisfactory to the Town. All daily inspection fees on water and sewer construction required by any government agency, including the Town, shall be paid by the owner/developer, plumber, constructor or others doing the work in the Town.

13.6.5 WETLAND PROTECTION. All service line construction shall use Best Management Practices to protect wetlands and drainages. A site walk must be scheduled with the Town Public Works Department prior to start of construction.

13.6.6 REVOCATION OF PLUMBER/CONTRACTORS AUTHORIZATION. The violation of any provision of this Chapter or the Town's installation specification shall constitute sufficient grounds for revocation of the authorization to do work in the Town. Whenever it appears a violation has been committed, the contractor shall be sent a written notice of violation and revocation of the authorization. In emergency situations as deemed by the Manager or Superintendent, verbal notice of a violation and revocation of authorization may be made by the Manager or Superintendent with a written notice to follow.

#### **13.6.7 SEWER SERVICE LINE CONSTRUCTION**

- A. The service line shall be a minimum of four inch (4") P.V.C. pipe with minimum wall thickness meeting SDR 35 thickness. The line shall be water tight and on a constant grade, not less than six feet (6') in depth. No service lines shall be laid parallel to any bearing wall that might be thereby weakened. The sewer line shall not have a minimum grade less than one-quarter inch per foot (1/4"

per 1') of fall. All service lines must have a tracer wire laid with the pipe at the same depth and must have a warning ribbon installed between one foot (1') and two feet (2') above the pipe. All service line ditches must be properly compacted and inspected. Colorado State plumbing code requires a two-way cleanout outside of all residences. Any service line longer than one hundred feet (100') must have a clean-out every one hundred feet (100').

- B. The connection of the service line to the sewer main shall be as follows:  
If the sewer service line is four inches (4") or six inches (6"), a saddle tap shall be used to hook to the sewer main line. No straight down taps shall be allowed. The saddle tap shall be located at least ten feet (10') away from any manhole. Whereas if the service sewer tap is eight inches (8") or greater, the constructor shall make the connection into an existing manhole or install a new manhole at the owner/developers' expense. All service lines for buildings with sewer mains running through the building must tie into a manhole unless approved otherwise by the Town.
- C. All excavations required for the installation of service lines shall be open-trench work, unless otherwise approved by the Town. Pipe laying and backfill shall be performed in accordance with the Town's standard specifications. The use of bedding material to protect the service line shall be required. No excavations shall remain open for more than forty-eight (48) hours. The top two feet (2') of trenches in roads or paved surfaces must be flow filled.
- D. A Town representative must inspect all sewer lines before being backfilled. This includes all stub-outs. The connection to a main line must be done under the supervision of a Town representative. All inspections must have a twenty-four (24) hour notice.
- E. All possible sewer infiltration points in the service line and in the building during the construction phase must be sealed from construction debris. All exterior points such as cleanouts and also stub-outs, not yet hooked into the building, must have a glued cap installed during installation. All interior points such as floor drains, toilets, sinks or other connections to the sewer must be securely plugged off from any construction debris. A Town representative must approve all capping and plugging off.
- F. Town road right-of-way work permits and accompanying obligations is solely the responsibility of the applicant. Town road right-of-way permits are required before digging in any Town road right-of-ways. Applications for Town road right-of-way permits require locates and locators signatures; therefore, constructors shall allow two (2) days after the day the locates are called in to receive locates. Applications may be picked up from the Public Works Department office or on the Town's website. The completed application and a Forty Dollar (\$40) fee must be returned to the Public Works Department office, and, if approved, permits shall be issued by the Town within twenty-four (24) hours.
- G. Maintenance of Backfill and Surface Warranty. All backfill shall be maintained in satisfactory condition, and all places showing signs of settlement shall be filled and maintained during construction and for a period of one (1) year following the completion of construction, except that the warranty period for settlement in asphalt surface streets and other paved surfaces shall be two (2) years. When the applicant is notified by the Town that any backfill is hazardous, he shall correct such hazardous conditions at once. If settlement occurs and is not deemed hazardous, applicant shall correct the condition within seventy-two (72) hours.
- H. Infiltration. Any infiltration into sewer manholes, new or existing, caused by a constructor shall be repaired within seventy-two (72) hours of obtaining knowledge of infiltration.

- I. Mains. The Town is the sole entity authorized to supervise or install main lines or extend existing main lines. Main lines shall be installed at a minimum depth of six feet (6'). A warning ribbon must be installed between one foot (1') and two feet (2') above the pipe. All main lines must have a locate wire installed at the depth of the pipe, brought up at all manholes. All main lines shall use SDR 35 thickness pipe. Manholes shall be precast manholes with precast or poured inverts. No main lines shall be within ten feet (10') of footers or walls. Main lines shall not have any mechanical joints, only manholes to change direction and elevation. All main line pipes must be bedded with class B bedding six inches (6") below the pipe and twelve inches (12") above the pipe. Before any main line can become active, all sections of new pipe must be inspected by a camera at the cost of the contractor. All sewer mains installed in buildings or under roads must be re-inspected by a camera at the time of final completion of the project. An as-built is required by the Town from the contractor of all main lines and extensions at completion of the work.
- J. Repairs. The Town is the sole entity authorized to supervise or repair main lines unless a third party is authorized by written approval signed by the Town Manager or Mayor. All couplers used to repair main lines shall be 226 Ductile iron lug repair clamps 8.85-8.94." Similar couplers may be used with the prior written approval of the Town.

13.6.8 **STORM SEWER LINE CONSTRUCTION.** General: All storm sewers, either new lines or extensions, shall be reviewed on an individual basis. Upon review, materials and method of construction shall be determined. All work must be inspected by the Town.

13.6.9 **WATER SERVICE LINE CONSTRUCTION.** General: All water service line construction shall be done in accordance with these specifications and all other Rules and Regulations of the Town. The scope of these specifications shall include all new service line installations from the Town's mains to the associated plumbing of the building or any other facility requiring water use. It shall be the builder/contractor's responsibility to protect the meter from freezing or other physical damage during construction. It shall be the builder/contractor's responsibility to protect and maintain the curbstop during construction. After completion of the construction and acceptance by the owner, it shall be the owner's responsibility to protect the meter from freezing or other physical damage. It shall also be the owner's responsibility to keep the curbstops at above grade level and in working condition. Any curbstop found to be improperly maintained shall be the owner's responsibility to have repaired within seventy-two (72) hours of notice by the Town. All main lines, valves and man holes within a construction site or staging area shall be protected by the contractor. Any damage shall be considered a violation of this Chapter and shall be repaired within seventy-two (72) hours of notice of damage.

- A. Licenses and Permits Required. Excavation permits and accompanying obligations are solely the responsibility of the applicant. Excavation permits are required before digging in any Town road right-of-way. Applications for excavation permits require locates and locators signatures; therefore, constructors shall allow two (2) days after the day locates are called in to receive locates. Applications may be picked up from the Public Works Department office or on the Town website. The completed application and a forty dollar (\$40) fee must be returned to the Town office. If approved, permits shall be issued within twenty-four (24) hours. When a street cut is required for water service, the contractor shall rebuild the road base in accordance with applicable regulations on excavation, backfill, compaction and resolution of servicing. Two feet (2') of flow fill is required until asphalt can be restored. All permit fees and licenses shall be paid by the owner/developer, contractor, plumber or others doing work in the Town prior to start of construction.
- B. Inspections. All work shall be inspected by the Town's representative who shall have the authority to halt construction when, in his opinion, the specifications of this Chapter or proper



construction practices are not being adhered to. Whenever such violation occurs, the Town's representative shall, in writing, order further construction to cease until all deficiencies are corrected. No pipe shall be covered without the Town representative's approval; this includes all stub-outs. That person making the installation without such approval shall be required to remove all topsoil or any other covering placed over this facility to be inspected at his expense. No changes shall be made to a service line after the Town's representative has inspected such service.

#### 13.6.10 INSTALLATION

- A. Remote Readout. All water service installation shall include a radio read remote (MXU) only. The location of the radio read remote shall be subject to approval of the Town.
- B. Location and Alignment of Service. Water service lines shall be located so as to take the shortest, most direct route (preferably perpendicular to the main) from the water main to the building. The water lines are not recommended to be located under paved driveways or laid along foundations. Conduits are recommended for all water lines installed under pavement. All water service lines shall have a minimum cover of eight feet (8'). No service lines shall be laid parallel to any bearing wall that might be thereby weakened. The water service shall be laid at uniform grade and in straight alignment.
- C. Abandoning Service Line. All existing water service lines that will not be used to service the lot or structure shall be considered abandoned. Abandoned service lines shall be dug up and shut off at the corporation (corp) stop at the sole expense of customer. When the Town determines, in its sole and absolute discretion, that a service line cannot be properly abandoned, the customer shall sign a waiver in the form prescribed by the Town taking full responsibility and shall indemnify and hold the Town harmless for all future costs and damages due to leaks caused by the failure of an abandoned service line.
- D. Inspection of Meters and Remote Readouts. No connection shall be made to the Town's system without a Sensus or approved meter with an Electronic Communications Register (ECR) having been installed to serve the subject unit. All water meters shall have a radio read remote (MXU) only. Meter sizes of 5/8" 3/4", and 1" size shall be a Sensus SR/II Positive Displacement or approved meters. Meters of 1 1/2" size shall be Sensus SR Positive Displacement or approved meters. Meters of 2" or larger shall be Sensus SRH Compound or approved meters. The location of the meter and the radio read remote shall be subject to approval of the Town. All meter installations must be in freeze proof areas.
- E. Service Lines and Control Valves. Service lines must be installed at a depth of eight feet (8'). All service lines must be installed with a locate wire at the depth of the pipe, to be brought up at all curbstops. A warning ribbon must be installed between one foot (1') and two feet (2') above the pipe. All service lines must be pressure tested the day of installation, whether they are tested with water or air.

The water service line shall be: Type K copper or purecore polyethylene pipe up to two inches (2") O.D.; electrical conductivity maintained by running a continuous piece of copper pipe twenty feet (20') outside the structure; provisions made for draining in the building, if required; connections and service lines shall be buried at least eight inches (8") in depth; two feet (2") bedding and six feet (6") compacted cover; no buried solder or welded fittings; all copper connections must be grip ring compression joints, which includes corporation and curbstop

valves; stop box tops must be McDonald, accessible from the surface and located at the property line; stop boxes shutoff valve stems must be within two feet (2') of the top of the box; all runs of copper service lines must be full-length pieces before a splice can be installed (i.e. 100' for ¾ and 1" copper, 60' for 1 ½" copper and 40' for 2" copper).

Polyethylene pipe: Polyethylene pipe used for water service only shall meet the requirements of AWWA C 901, shall be HDPE 3408 material, CTS, made of virgin resin, and conform to ASTM D2737. The pipe shall also be stamped and listed by NSF International. It shall be O.D. based (CTS) on sizes three-quarters of an inch (¾") through two inches (2"), conforming to the outside diameter of copper tubing. All joints must be compression grip ring type with stainless steel inserts. All service lines must use full lengths of pipe (i.e. 300' for ¾ and 1", 250' for 1 ½" and 200' for 2"). There must be a locate wire installed at the depth of the pipe that is brought up on the curbstop.

The purecore polyethylene pipe must be of a SDR7 rating or better. If the purecore polyethylene is run in to the building, it must be anchored to the wall or floor. Otherwise, Type K copper must be run into the building with a coupler a minimum of ten feet (10') from the edge of the finished building.

- F. Pressure Reducing Valves. Individual pressure reducing valves (PRV) are required on all services. In the case of a service that serves multiple structures/buildings, a PRV shall be required for each building of such service. On all new construction, the PRV shall be upstream from the meter and backflow preventer. The PRV must be able to withstand a minimum of 400 psi spikes.
- G. Backflow Preventers. All new water/service connections must have a minimum of a double check valve backflow preventer assembly. The double check valve assembly shall be furnished with test cocks and quarter turn valve shut-offs for in line testing. When the cross-connection hazard is deemed high by the Town's Operator and Responsible Charge, a Reduced Pressure Zone ("RPZ") backflow preventer shall be used. RPZ backflow preventers must be plumbed with a drain line that is at least twice the size of the supply line. A "Y" strainer shall be installed upstream of the backflow preventer. The owner shall not install a bypass around any backflow preventer unless there is a backflow preventer of the same type on the bypass. All backflow preventers must be inspected once per year by a certified inspector and/or tester, and a copy of the test results supplied to the Town.
- H. Excavation. All excavations required for the installation of water service lines shall be open-trench work, unless otherwise approved by the Town. Pipe laying and backfill shall be performed in accordance with the Town's standard specifications. No excavations shall remain open for more than forty-eight (48) hours. All excavations for service installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public or private property disturbed in the course of the work shall be restored in a manner satisfactory to the Town.
- I. Tapping the Main. The Town is the sole entity authorized to supervise or make taps on the Town's water mains. All service taps into the main line must be done live and installed with a saddle tap or threaded for a corporation valve. All four inch (4") or greater taps in the main line are required to be of a wet tap type. All Town general inspection rules shall apply.
- J. Surface Restoration. Paving, curb and gutters, sidewalk, improved services or other street improvements removed, damaged or destroyed during construction shall be replaced to the same

elevation and alignment with the same type and dimensions as units removed and shall be equal to and consistent with the undisturbed portions of the improvements existing prior to trench excavation. Debris shall be removed from the site of work at the expense of the contractor. All restoration and cleanup must be completed within forth-eight (48) hours after completion of installing utilities.

- K. Maintenance of Backfill and Surface Warrantee. All backfill shall be maintained in satisfactory condition, and all places showing signs of settlement shall be filled and maintained during construction and for a period of one (1) year following the completion of construction, except that the warranty period for settlement in asphalt surface streets or paved surfaces shall be two (2) years. When the owner/developer is notified by the Town that any backfill is hazardous, he shall correct such hazardous condition at once. If settlement occurs and is not deemed hazardous, owner/developer shall correct the condition within seventy-two (72) hours.
- L. Town Road Right-of-Way Work Permit. Town road right-of-way permits and accompanying obligations are solely the responsibility of the applicant. Town road right-of-way permits are required before digging in any Town road right-of-ways. Applications for Town road right-of-way permits require locates and locators signatures; therefore, constructors shall allow two (2) days after the day the locates are called in to receive locates. Applications may be picked up from the Public Works Department office or on the Town website. The completed application and a Forty Dollar (\$40) fee must be returned to the Town office, and, if approved, the Town shall issue permits within 24 hours.
- M. Potable Water Epoxy Coated Pipe. Solid steel, epoxy coated pipe will only be allowed upon review of the Town. All pipe must be lined inside and out, and all welded joints must be welded by a certified welder and coated with an approved sealant. All coated pipe must have manufacturers' specifications provided with the pipe before being allowed into the system. There shall be no taps permitted on any solid steel pipe, unless specifically approved by TMV.  
Acceptable types of coats:
1. Heat applied powder products (i.e. Nap-Guard by O'Brien Products, Inc.). This is an epoxy.
  2. Plastic flame coat products (i.e. Plastic Flame Coat Systems). This is a plastic.
- N. Main Lines. The Town is the sole entity authorized to supervise or install main lines or extend existing main lines. Main lines shall be installed at a depth of eight feet (8'). All main lines must have a locate wire installed at the depth of the pipe and brought up on all valves and fire plugs. A warning ribbon must be installed between one foot (1') and two feet (2') feet above the pipe. All water mains shall be Class 52 ductile iron pipe. No main lines shall be installed within ten feet (10') of footers or walls. If there is an area where the main is at least six feet (6'), it must be encased in insulation. All mechanical joints must be megalugged and have thrust blocks. All four inch (4") or greater taps into the main line are required to be of a wet tap type. All main line valves must have a valve box adapter installed between the valve and first section of the standpipe to help keep standpipe straight and contaminate free. An as-built provided by the contractor of all main lines and extensions is required by the Town at the completion of the work.
- O. Field Quality Control

1. Town's Observation: Notify the Town at least twenty-four (24) hours in advance of pipe being laid in any trench. No pipes shall be covered until observed by a Town Inspector. Notification to the Town of at least twenty-four (24) hours before a pipe is to be tested is required.
2. Procedure: Water mains shall be tested by the Town's Water Department only. Test results shall not be considered valid without the presence of the Town's inspector or representative throughout the test. No testing shall be performed until all thrust blocks have been placed and cured for at least seven (7) days and the pipeline backfilled adequately to prevent any movement or lifting of the pipe. Pavement or other permanent surfaces shall not be placed until all leakage tests are satisfactorily completed.
3. Test: A onetime only water leakage test shall be provided free of cost by the Town. A twenty-four (24) hour notice is required for all tests. All re-inspection tests will be charged at Thirty-five Dollars (\$35) per hour.
4. Procedure: All lines shall be filled with water and kept under existing pressure. Each section shall be isolated and tested separately by means of an electronic listening device. This test shall be performed only by the Town's Water Department with their equipment.

P. Flushing and Disinfecting

After completion of pressure and leakage testing and prior to being placed into service, all new water mains and repair portions of or extensions of existing mains shall be chlorinated by the Contractor in accordance with AWWA Standard C-651.

1. Initial Flushing: Sections of pipe to be disinfected shall first be flushed to remove any solids or contaminated material that may have entered the pipe. If no hydrant is installed at the end of the main, then a two inch (2") tap shall be installed in order to flush the line.
2. Point of Application: The preferred point of application of chlorination agent is at the beginning of the pipeline extension or any valved section of it, and through a corporation stop inserted in the pipe. The water injector for delivering the chlorine-bearing water into the pipe shall be supplied from a tap made on the pressure side of the gate valve controlling the flow into the pipeline extension. Alternate points of application may be used when approved or directed by the Town.
3. Preventing Reverse Flow: Valves shall be manipulated so that the strong chlorine solution in the line being treated will not flow back in the line supplying the water
4. Retention Period: Treated water shall be retained in the pipe at least twenty-four (24) hours. After this period, the chlorine residual at pipe extremities and at other representative points shall be at least 4 ppm mg/l.
5. Chlorinating Valves and Hydrants: In the process of chlorinating newly laid pipe, all valves or other appurtenances shall be operated while the pipeline is filled with chlorinating agent and under normal operating pressure.
6. Final Flushing and Testing: Following chlorination, all treated water shall be thoroughly flushed from the newly laid pipe at its extremity until the replacement water throughout its length shows upon test a chlorine residual of less than 1 mg/l. In the event chlorine is normally used in the source of supply, then the test shall show a residual of not in excess of that carried in the system. Water samples taken shall show no coliform organisms. If water in the pipe does not meet the governing agency requirements, the disinfection procedure shall be repeated until meeting these requirements. Acceptance forms from governing agencies shall be furnished to the Town.

## 13.7 MAIN LINE EXTENSIONS

13.7.1 COMPLIANCE WITH RULES AND REGULATIONS. The requirements of this Chapter shall be applicable to the construction of all main line extensions.

13.7.2 MAIN LINE EXTENSIONS BY THE TOWN. The Town has the right to construct all main lines within the Town. Developers who desire to construct such main lines prior to the date planned by the Town for their construction may do so as provided in Section 7.4 herein.

13.7.3 PROCEDURE FOR MAIN LINE EXTENSION BY THE TOWN. The Town may construct any main line if the Board deems it in the best interest of the Town to do so. All main line extensions, which are so authorized, shall be constructed by the Town or bid, as provided by State Law, and contracted for by the Board, with the contractor installing the main lines being responsible to the Board. The Town, through its engineer, shall supervise all work pertaining to the completion of the subject project, including periodic and final payments to the contractor, inspection and as-constructed drawings.

Pursuant to C.R.S. Section 38-256-105 and -106, as amended, performance bonds equal to the contract price, at a minimum, shall be furnished to the Town by the contractor on all construction contracted by the Town. All main lines constructed shall be accepted by the Town upon completion of the construction, subject to a one (1) year warranty period during which the contractor shall promptly, without cost to the Town, correct any defective work.

Constructors who have completed construction of main line extensions shall, before the main lines are accepted by the Town, deed the main lines and all appurtenances to the Town free and clear of all liens and encumbrances, and furnish warranties that shall cover a one (1) year period from the date of acceptance of the main lines by the Town. Prior to the acceptance of main lines, the Constructor shall provide to the Town (1) all easements necessarily accompanying the main lines and (2) reproducible as-built drawings.

13.7.4 PROCEDURE FOR MAIN LINE EXTENSION BY DEVELOPERS. The Town shall have no obligation to extend any main line. At the discretion of the Board, the Board may permit a developer (applicant) to construct, at the sole expense of the applicant, main lines prior to their construction by the Town. The applicant shall enter into a written main line extension agreement with the Town. The Town assumes no responsibility for the processing of, or decision not to process, an application for main line extension before the Colorado Department of Health or any other agency. The decision to process or not to process such application rests solely with the liability for that decision.

- A. All applicants desiring to construct a main line within the Town shall first make a formal application to the Board for approval. This application shall be in writing, and shall contain a legal description of the property to be served by the main line and plans for such extension. The staff shall then submit the recommended plans, with appropriate documentation, to the Board for final approval. Said plans shall be reviewed for compliance with the Town's specifications and with other specifications and requirements appropriate to the situation. The cost of such study for compliance shall be borne by the applicant.
- B. Prior to the execution of the main line extension agreement with the Town, applicant shall deposit with the Town an amount sufficient to compensate the Town for engineering fees, legal fees and other costs, except direct construction costs, anticipated to be incurred by the Town as a result of the application and the construction of the main line. This amount shall be a minimum of Five Hundred Dollars (\$500), but may be a greater sum if the Board determines that a greater sum is necessary.

- C. All contracts entered into by the applicant for construction of any part of a main line shall be assignable to the Town. All such contracts that an applicant proposes to assign to the Town shall include performance bonds to be issued by the contractor to the Town pursuant to C.R.S. Sections 38-26-015 and -106 as amended. Said bonds shall be, at a minimum, equal to the contract price for the construction contracted for by the applicant. All main lines shall be contracted according to applicable Town, County and State specifications. All main line extensions within the Town shall be made under the supervision of the Town engineer at the applicant's expense. Similarly, all daily inspection fees on mains required by any governmental agency, including the Town, shall be paid by applicant.
- D. Special structures, such as pumping stations, pressure reducing valves, meter vaults, etc., required to ensure proper operation if the extension, shall be constructed from designs of the Town's engineers or such other engineers as may be approved by the Town.
- E. The applicant shall be responsible for "over sizing" main line extensions as required by the Town.
- F. Applicants who have completed construction of main lines shall, before the main lines are accepted by the Town, deed the main lines and appurtenances to the Town, free and clear of all liens and encumbrances, and furnish to the Town bonds that shall cover all maintenance for one (1) year from the date of acceptance of the main lines by the Town. Prior to the acceptance of the main lines by the Town, the applicant shall provide the Town with (1) all easements necessarily accompanying the main lines, (2) reproducible as-built drawings, and (3) a statement of the certified costs of the main lines.
- G. No reimbursement or recovery of costs shall be permitted for main line extensions, except as provided by existing contracts. The Town shall, at its sole discretion, determine when reimbursement may be made, if any is required under previous agreement, for main line extensions.

13.7.5 WETLAND PROTECTION. All main line construction shall use Best Management Practices to protect wetlands and drainages. A site walk must be scheduled with the Town of Mountain Village Public Works Department prior to the start of construction.

13.7.6 MAIN LINE SIZES. The size of the main line required to serve any area served by the Town shall be determined by the Town.

13.7.7 LOCATIONS OF MAIN LINE EXTENSIONS. Main lines shall be installed in roads or streets within the County, State Highway Department, or other public rights-of-way, as well as in easements granted to the Town. When required facilities must cross land not being subdivided, or where such land is under the applicant's control for the granting of public rights-of-way, each applicant who desires service shall, in consultation with and with the approval of the Town, plat and grant to the Town rights-of-way and easements in which will be constructed such facilities.

## **13.8 RATES AND CHARGES**

13.8.1 GENERAL. The information contained in this article shall be pertinent to all charges of whatever nature to be levied for the provision of sewer and/or water services. Said rates and charges as herein established are in existence and effect at this time, and shall remain in effect until modified by the Board under the provisions of this Chapter and under the applicable statutes of the State of Colorado. Nothing contained herein shall limit the Board from modifying rates and charges, or from modifying any classification.

13.8.2 APPLICATION OF THIS ARTICLE. The rates, charges and other information shown herein shall apply only to customers inside the Town and shall in no way obligate the Town with respect to services provided outside the Town boundaries.

13.8.3 CLASSIFICATION OF CUSTOMERS. These classifications and definitions are as follows in Appendix A.

13.8.4 TAP FEE. A tap fee shall be a charged to all customers of the Town, which shall be assessed and paid before a building permit is issued. Tap fees shall be assessed as provided for in the schedule of fees and charges attached hereto provided, however, that: if an application, in the opinion of the Town, does not properly reflect the nature and use of the structure, then:

- A. A representative of the Town shall report said opinion and facts supporting the same to the Town;
- B. The Town shall, upon receipt of said report and upon a determination that said report is supported by sufficient facts to justify a hearing, provide notice to the applicant of a hearing to be held at the convenience of the Board to determine the true facts and circumstances surrounding the application. The Board shall hold a hearing in accordance with the notice provided and shall hear any person who may wish to come before the Board to provide the Board with information concerning the facts and circumstances surrounding the application; and
- C. After hearing all who come before it at said hearing, the Board shall determine whether the application properly reflects the nature and use of the structure and fulfills the purposes of this section, and, if not, the Board shall assess the tap fee that is appropriate for the applicant, which tap fee shall be collected in accordance with this Chapter and the laws of the State of Colorado.

13.8.5 TRANSFER OF TAP FEES. No tap fee paid on behalf of one property, or any portion thereof, may be transferred to any other property unless:

- A. The owner requesting the transfer is the common owner of the property of which the tap fee has been paid and the property to which the transfer of the tap fee, or portion thereof, is being requested.
- B. The owner requesting the transfer has no outstanding unpaid accounts with the Town and has previously maintained a good credit record with the Town.
- C. The property to which the tap fee initially applied has never been connected to the Town's system.
- D. The owner requesting the transfer shall pay to the Town the difference between the tap fee that would otherwise be charged on the date the transfer is being sought and the tap fee previously paid, but in no event shall the Town make a credit or refund. In the event an owner transfers only a portion of the total sum previously paid as a tap fee, the owner shall retain a credit, subject to the

provisions of Section 5.14, for any non-transferred portion of the previously paid fee. Notwithstanding the foregoing, in the event a lot for which a tap fee has been paid is subdivided in any manner, the resulting lots may be credited the previously paid tap fee in a proportionate share for each resulting lot.

E. Any approval of a request for a transfer of a tap or fees shall be at the sole discretion of the Town.

13.8.6 SERVICE CHARGE. Service charges shall be as reflected in the schedule of fees and charges attached hereto as Appendix A and C. No charge shall begin until connection is made to the system and a Certificate of Occupancy has been issued.

Monthly service charges shall be suspended during any month(s) in which service through a newly constructed tap to a building prior to its occupancy has been turned-off in accordance with Section 5.13 of this Chapter.

13.8.7 AMENDED TAP FEES. In those situations where a prospective user applies for a permit for service to a structure or use not defined in the preceding articles, or where, in the Board's opinion, said structure represents a classification not contemplated in the establishment of the previously defined tap fees, the Board shall, in its sole discretion, establish a fair, reasonable and equitable tap fee for said structure.

13.8.8 AMENDED SERVICE CHARGES. In those situations where, in the Board's sole discretion, the service charges shown in the previous articles do not represent a fair, reasonable and equitable charge for the intended use, the Board, in its sole discretion, may adjust said rates.

13.8.9 PAYMENT OF SERVICE CHARGES. It is the policy of the Town to bill all minimum monthly service charges in advance; charges for water usage in excess of the allotted usage for such minimum payments shall be billed after the close of each month. When a condominium or homeowner's association exists for a number of units receiving service from the Town, said association shall receive an invoice for all units serviced by the association. In no instance shall the Town bill individual owners within an association. The Town shall have the right to issue only one bill for a multi-unit structure or development. Any structure with more than one (1) living unit off the service line, which is not separately metered, shall establish one (1) responsible party for water and sewer bills.

13.8.10 PENALTY FOR LATE PAYMENT. At any time the customer is twenty (20) days late in payment of any charges due the Town, the Town shall have the right to assess an interest charge at a rate of one percent (1%) per month on the unpaid balance, and a Five Dollar (\$5) administrative late charge shall be added. The Town shall further have the right, in its sole discretion, to terminate service to any customer who becomes thirty (30) days or more late in payment for scheduled services, following the opportunity for a hearing as outlined herein.

The Town shall have the right to assess to any customer who is late in payment of his account all legal, court, disconnection and other costs necessary to or incidental to the collection of said account.

13.8.11 PENALTIES LIEN. At any time it becomes necessary for the Town, following efforts to collect late payment of any charge assessed by the Town under this Chapter and/or Colorado law, the Town shall be entitled to collect as a tax lien pursuant to the provisions of C.R.S 31-35-708, as amended.



## **13.9 HEARING AND APPEAL PROCEDURES**

13.9.1 APPLICATION. The hearing and appeal procedures established by this article shall apply to all complaints concerning the interpretation, application or enforcement of this Chapter. The hearing and appeal procedures established by this article shall not apply to the following complaints:

- A. Complaints that arise out of the interpretation of the terms of Town contracts;
- B. Complaints that arise with regard to personnel matters, which complaints shall be governed exclusively by the Town's personnel rules as the same may be amended from time to time; and
- C. Any other complaint that does not concern the interpretation, application or enforcement of this Chapter.

13.9.2 INITIAL COMPLAINT - INFORMAL RESOLUTION. Complaints concerning the interpretation, application or enforcement of Rules and Regulations of the Town must be presented to the Manager or such representative as he may designate. Upon receipt of a complaint, the Manager or his representative, after a full and complete review of the allegation contained in the complaint, shall take such action and/or make such determination as may be warranted and shall notify the complainant of the action or determination by mail within fifteen (15) days after receipt of the complaint.

13.9.3 FORMAL HEARING. In the event the decision of the Manager or his representative is deemed unsatisfactory to the complainant, a written request for Formal Hearing may be submitted to the Town Manager or such Hearing Officer as the Town Manager may appoint within fifteen (15) days from the date written notice of the decision was mailed. Upon receipt of the request, if it be timely and if any and all other prerequisites prescribed by this Chapter have been met, the Town Manager or Hearing Officer shall conduct a Formal Hearing at the Town's convenience, but in any event not later than fifteen (15) days after submission of the request for Formal Hearing. The Formal Hearing shall be conducted in accordance with and subject to all pertinent provisions of this Chapter.

13.9.4 CONDUCT OF HEARING. At the hearing, the Town Manager or Hearing Officer shall preside. The complainant and representatives of the Town shall be permitted to appear in person, and the complainant may be represented by any person of his choice or by legal counsel. The complainant or his representative and the Town representative shall have the right to present evidence and arguments, the right to confront and cross examine any person and the right to oppose any testimony or statement that may be relied upon in support of or in opposition to the matter in the complaint. The Town Manager or Hearing Officer may receive and consider any evidence that has probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs. The Formal Hearing shall be electronically recorded and preserved in the event of any appeal under these rules. Any physical exhibits or other evidence offered, received and considered during the Formal Hearing shall be retained and preserved in the same manner as the electronic record of the Formal Hearing.

13.9.5 ALTER/AMEND/DEFER OR CANCEL INTERPRETATION. The Town Manager or Hearing Officer shall determine whether clear and convincing grounds exist to alter, amend, defer or cancel the interpretation, application and/or enforcement of this Chapter. The decision shall be based upon evidence presented at the Formal Hearing. The burden of showing that the required grounds exist to alter, amend, defer or cancel the action shall be upon the complainant.

13.9.6 FINDING. Subsequent to the Formal Hearing, the Town Manager or Hearing Officer shall make written findings and an Order disposing of the matter and shall mail a copy thereof to the complainant not later than fifteen (15) days after the date of the Formal Hearing.

13.9.7 APPEALS TO THE BOARD. In the event the complainant disagrees with the findings and Order of the Town, the complainant may, within fifteen (15) days from the date of their mailing, file with the Town Council a written request for an appeal thereof. The request shall set forth with specificity the facts or complainant's reasons for the appeal. The Town shall in response compile a written record of the appeal consisting of (1) a transcript of the recorded proceedings of the Formal Hearing, (2) all exhibits or other physical evidence offered and reviewed at the Formal Hearing, and (3) a copy of the written findings and Order. The Town Council shall consider the complainant's written request and the written record of appeal at the next regularly scheduled meeting held not earlier than ten (10) days after the filing of the complainant's request for appeal. No further evidence shall be presented by any party to the appeal, and there shall be no right to a hearing de nova before the Town Council.

13.9.8 DISPOSITION. The Town Council shall make written findings and an Order concerning the disposition of the appeal presented to it and shall cause notice of the decision to be sent by certified mail to the complainant within thirty (30) days after the hearing.

13.9.9 NOTICE. A complainant shall be given notice of any hearing of the Town Council by certified mail at least seven (7) calendar days prior to the date of the hearing, unless the complainant requests or agrees to a hearing in less time. When a complainant is represented by an attorney, notice of any action, finding, determination, decision or order affecting the complainant shall also be served upon the attorney.

## 13.10 CROSS-CONNECTION AND BACKFLOW CONTROL REGULATION

### 13.10.1 GENERAL POLICY

~~Purpose:~~

~~A. Purpose: To protect the Water System from contaminants or pollutants that could enter the distribution system by backflow from a customer's water supply system through the service connection. To protect the Town water system from the possibility of contamination or pollution by isolating within its customers' internal distribution system(s) or its customers' private water system(s) such contaminants or pollutants that could backflow or back siphon into the water system.~~

~~A. \_\_\_\_\_~~

~~B. Authority: The Town shall have the authority to survey all service connections within the Water System to determine if the connection is a cross-connection. The Town shall have the authority to control all service connections within the distribution system if the connection is a cross-connection. The Town may control any service connections within the distribution system in lieu of a survey as long as the service connection is controlled with an air gap or reduced pressure zone backflow prevention assembly. The Town may collect fees for the administration of this program as set forth in a resolution of the Town Council setting such fees. The Town shall maintain records of cross-connection surveys and the installation, testing and repair of all backflow prevention assemblies installed for containment and containment by isolation purposes. Except as otherwise provided herein, the Town shall administer, implement and enforce the provisions of this Chapter. To promote the elimination or control of existing cross-connections, actual or potential, between its customer's inplant potable water system(s) and non-potable water systems, plumbing fixtures and industrial piping systems.~~

~~B. To provide for the maintenance of a continuing program of cross-connection control that will systematically and effectively prevent the contamination or pollution of the water system.~~

~~C. This Ordinance applies to all commercial, industrial and multi-family residential service connections within the Town and to any persons outside the Town who are, by contract or agreement with the Town users of the Water System. This Chapter does not apply to single-family residential service connections unless the Town becomes aware of a cross connection at the single family connection.~~

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### 13.10.2 DEFINITIONS

Unless defined otherwise herein, all terms contained in this section shall have the meaning assigned to such terms by this section.

- ~~A. "ACTIVE DATE" means the first day that a backflow prevention assembly or backflow prevention method is used to control a cross-connection in each calendar year. "Approved" means accepted by the Town as meeting the applicable specification stated or cited in this Chapter, or as suitable for the proposed use.~~
- ~~B. "AIR GAP" is a physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel installed in accordance with standard AMSE A112.1.2. "Auxiliary Water Supply" shall mean any water supply on or available to the premises other than the Town's approved public potable water supply. These auxiliary waters may~~

~~include water from another purveyor's public potable water supply or any natural source(s), such as a well, spring, river, stream, etc., or "used waters" or "industrial fluids." Waters may be polluted or contaminated or may be objectionable and constitute an unacceptable water source over which the Town does not have sanitary control.~~

C. "BACKFLOW" means the undesirable reversal of flow of water or mixtures of water and other liquids, gases or other substances into the public water systems distribution system from any source or sources other than its intended source~~"Backflow Preventer" shall mean a device or means designed to prevent backflow or back-siphonage.~~

~~1. "Air Gap" shall mean the unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture or other device and the flood level rim of said vessel. An approved air gap shall be at least double the diameter of the supply pipe, measured vertically above the top of the rim of the vessel, in no case less than one inch (1"). All air gaps shall be required to be plumbed into a drain.~~

~~—When an air gap is used at the service connection to prevent the contamination or pollution of the water system, an emergency bypass shall be installed around the air gap system, and an approved reduced pressure principle device shall be installed in the bypass system.~~

~~2. "Reduced Pressure Principle Device" shall mean an assembly of two (2) independently operating approved check valves with an automatically operating differential relief valve between the two (2) check valves, tightly closing shut-off valves on either side of the check valves, plus properly located test cocks for the testing of the check and relief valves. The entire assembly shall meet the design and performance specifications and approval of a recognized and Town approved testing agency for backflow prevention assemblies. The device shall operate to maintain the pressure in the zone between the two (2) check valves at a level less than the pressure on the public water supply side of the device. At cessation of normal flow, the pressure between the two (2) check valves shall be less than the pressure on the public water supply side of the device. In case of leakage of either of the check valves, the differential relief valve shall operate to maintain the reduced pressure of the zone between the check valves by discharging to the atmosphere. To be approved, these devices must be readily accessible for in-line maintenance and testing and be installed in a location where no part of the device will be submerged.~~

~~3. "Double Check Valve Assembly" shall mean an assembly of two (2) independently operating approved check valves with tightly closing shut-off valves on each side of the check valves, plus properly located test cocks for testing of each test valve. The entire assembly shall meet the design and performance specifications and approval of a recognized and Town approved testing establishment for backflow prevention devices. To be approved, these devices must be readily accessible for in-line maintenance and testing.~~

D. "BACKFLOW CONTAMINATION EVENT" means backflow into the Water System from an uncontrolled cross connection such that the water quality no longer meets the Colorado Primary Drinking Water Regulations or presents an immediate health and/or safety risk to the public~~Back Pressure" shall mean backflow caused by a pump, elevated tank, boiler or other means that could create pressure within the system greater than the supply pressure.~~

E. "BACKFLOW PREVENTION ASSEMBLY" means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the mechanical assembly is appropriate for the identified contaminant at the cross connection and is an

~~in-line field-testable assembly. “Back siphonage” shall mean the flow of water or other liquids, mixtures or substances into the distribution pipes of a water system from any source other than its intended source caused by the sudden reduction of pressure in the water system.~~

- F. ~~“BACKFLOW PREVENTION METHOD” means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the method or non-testable device is appropriate for the identified contaminant at the cross connection. “Certified Inspector and/or Tester” shall mean a person who has passed a State approved and/or sponsored testing and/or inspection course and who is listed by the State as a certified inspector and/or tester.~~
- G. ~~“CERTIFIED CROSS-CONNECTION CONTROL TECHNICIAN” means a person who possesses a valid Backflow Prevention Assembly Tester certification from one of the following approved organizations: American Society of Sanitary Engineering (ASSE) or the American Backflow Prevention Association (ABPA). If a certification has expired, the certification is invalid. “Check Valve” shall mean a self-closing device that is designed to permit the flow of fluids in one direction and to close if there is a reversal of flow.~~
- H. ~~“CONTAINMENT” means the installation of a backflow prevention assembly or a backflow prevention method at any connection to the public water system Water System that supplies an auxiliary water system, location, facility, or area such that backflow from a cross connection into the Water System is prevented. “Colorado Department of Health Cross-Connection Control Manual” shall mean a manual that has been published by the State addressing cross-connection control practices that shall be used as a guidance document for the agency in implementing a Cross-Connection Control Program.~~
- I. ~~“CONTAINMENT BY ISOLATION” means the installation of backflow prevention assemblies or backflow prevention methods at all cross connections identified within a customer’s water system such that backflow from a cross connection into the Water System is prevented. “Contamination” shall mean an impairment of the quality of the potable water by sewage, industrial fluids or waste liquids, compounds or other materials to a degree that they create an actual hazard to the public health through poisoning or through the spread of disease.~~
- J. ~~“CONTROLLED” means having a properly installed, maintained, and tested or inspected backflow prevention assembly or backflow prevention method that prevents backflow through a cross connection. “Critical Level” shall mean the critical level C-L or C/L marking on a backflow prevention device or vacuum breaker, which is a point conforming to approved standards and established by the testing laboratory (usually stamped on the device by the manufacturer), that determines the minimum elevation above the flood level rim of the fixture or receptacle served at which the device may be installed. When a backflow prevention device does not bear a critical level marking, the bottom of the vacuum breaker, combination valve or the bottom of any such approved device shall constitute the critical level marking.~~
- K. ~~“CROSS CONNECTION” means any connection that could allow any water, fluid, or gas such that the water quality could present an unacceptable health and/or safety risk to the public, to flow from any pipe, plumbing fixture, or a customer’s water system into the Water System’s distribution system or any other part of the Water System through backflow. “Cross-Connection” shall mean any unprotected, actual or potential connection or structural arrangement between the Town’s water system or a consumer’s potable water system and any other source or system through which it is possible to introduce into any part of the potable system any substance other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections,~~

~~removable sections, swivel or changeover devices and other temporary or permanent devices through which or because of which “backflow” can or may occur are considered to be cross-connections.~~

L. ~~“MULTI-FAMILY” means a single residential connection to the public water system’s distribution system from which two or more separate dwelling units are supplied water.~~  
~~“Cross-Connections – Controlled” shall mean a connection between a potable water system and a non-potable water system with an approved backflow prevention device properly installed that shall continuously afford the protection commensurate with the degree of hazard.~~

M. “Flood-Level Rim” shall mean the edge of the receptacle from which water overflows.

N. ~~“SINGLE-FAMILY” means:~~

~~N. A single dwelling which is occupied by a single family and is supplied by a separate service line; or A single dwelling comprised of multiple living units where each living unit is supplied by a separate service line. Hazard, Degree-of” is a term derived from an evaluation of the potential risk to public health and the adverse effect of the hazard upon the water system.~~

~~O. “Hazard – Health” shall mean any conditions, device or practice in the water system and its operation that could create, or in the judgment of the Town may create, a danger to health or that is a structural defect, including cross-connections, in a water system.~~

~~P. “Hazard – Plumbing” shall mean a plumbing type cross-connection in a consumer’s potable water system that has not been properly protected by a vacuum breaker, air gap separation or backflow prevention device. Unprotected plumbing type cross-connections shall be considered to be a health hazard.~~

~~Q. “Hazard – Pollutonal” shall mean an actual or potential threat to the physical properties of the Town’s or the consumer’s potable water system that would constitute a nuisance or be aesthetically objectionable or that could cause damage to the system or its appurtenances, but would not be dangerous.~~

~~R. “Hazard – System” shall mean an actual or potential threat of severe damage to the physical properties of the Town’s water system or the consumer’s potable water system or of a pollution or contamination that would have a protracted effect on the quality of the potable water in the system.~~

O. “UNCONTROLLED” means not having a properly installed and maintained and tested or inspected backflow prevention assembly or backflow prevention method, or the backflow prevention assembly or backflow prevention method does not prevent backflow through a cross connection.  
“Industrial Fluids System” shall mean any system containing a fluid or solution that may be chemically, biologically or otherwise contaminated or polluted in a form or concentration such as would constitute a health, system, pollutonal or plumbing hazard if introduced into an approved water supply. This may include, but not be limited to: polluted or contaminated waters; all types of process waters and “use waters” originating from the water system that may have deteriorated in sanitary quality; chemicals in fluid form; plating acids and alkalizes; circulated cooling waters connected to an open cooling tower and/or cooling towers that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters such as from wells, springs, streams, rivers, irrigation canals or systems, etc.; oils, gases, glycerin, paraffins, caustic and acid solutions and other liquids and gaseous fluids used for industrial or other purposes or for fire-fighting purposes.

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- ~~P. “WATER SUPPLY SYSTEM” means a water distribution system, piping, connection fittings, valves and appurtenances within a building, structure, or premises. Water supply systems are also referred to commonly as premise plumbing systems. “Non-Potable Water” shall mean water that is not safe for human consumption or that is of questionable portability.~~
- ~~Q. “Pollution” shall mean the presence of any foreign substance (organic, inorganic, radiological or biological) in the water that may degrade the water quality so as to constitute a hazard or impair its usefulness.~~
- ~~R. “Potable Water” shall mean water free from impurities in amounts sufficient to cause disease or harmful physiological effects. The bacteriological, chemical and radiological quality shall conform to the State of Colorado Drinking Water Regulations.~~
- ~~S. “Submerged Inlet” shall mean a water pipe or extension thereto from a public water supply terminating in a tank, vessel, fixture or appliance that may contain water of questionable quality, waste or other contaminant and that is unprotected against backflow.~~
- ~~T. “Vacuum” shall mean any pressure less than that exerted by the atmosphere.~~
- ~~U. “Vacuum Breaker, Atmospheric Non-pressure Type” shall mean a vacuum breaker designed so as not to be subject to static line pressure or installed where it would be under pressure for not more than twelve (12) hours in any twenty-four (24) hour period.~~
- ~~V. “Vacuum Breaker, Pressure Type” shall mean a vacuum breaker designed so as not to be subjected to static line pressure.~~
- ~~W. “Water Service Connection” means the terminal end of a service connection from the water system; i.e., where the Town loses jurisdiction and sanitary control over the water at its point of delivery to the customer’s water system. If a meter is installed at the end of the service connection, then the service connection shall mean the downstream end of the meter. There shall be no unprotected takeoffs from the service line ahead of any meter or backflow prevention device located at the point of delivery to the customer’s water system. Service Connection shall also include water service connection from a fire hydrant and all other temporary or emergency water service connections from the water system.~~

### 13.10.3 REQUIREMENTS

- A. Commercial, industrial and multi-family service connections shall be subject to a survey for cross connections. If a cross connection has been identified an appropriate backflow prevention assembly and or method shall be installed at the customer’s water service connection within 120 days of its discovery. The assembly shall be installed downstream of the water meter or as close to that location as deemed practical by the public water system. If the assembly or method cannot be installed within 120 days the Town must take action to control or remove the cross connection, suspended service to the cross connection or receive an alternative compliance schedule from the Colorado Department of Public Health and Environment Water System.
- B. In no case shall it be permissible to have connections or tees between the meter and the containment backflow prevention assembly. In instances where a reduced pressure principle backflow preventer cannot be installed, the owner must install approved backflow prevention devices or methods at all cross-connections within the owner’s plumbing system.

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- C. Backflow prevention assemblies and methods shall be installed in a location which provides access for maintenance, testing and repair.
- D. Reduced pressure principle backflow preventers shall not be installed in manner subject to flooding.
- E. Provisions shall be made to provide adequate drainage from the discharge of water from reduced pressure principle backflow prevention assemblies. Such discharge shall be conveyed in a mater which does not impact waters of the state.
- F. All assemblies and devices shall be protected to prevent freezing. Those assemblies and methods used for seasonal services may be removed in lieu of being protected from freezing. The devices must be reinstalled and then tested by a certified cross-connection control technician prior to the service being activated.
- G. Where a backflow prevention assembly or method is installed on a water supply system using storage water heating equipment such that thermal expansion causes an increase in pressure, a device for controlling pressure shall be installed.
- H. All backflow prevention assemblies shall be tested at the time of installation and on an annual schedule thereafter. Such tests must be conducted by a Certified Cross-Connection Control Technician.
- I. The Town shall require inspection testing, maintenance and as needed repairs and replacement of all backflow prevention assemblies and methods, and of all required installations within the owner's plumbing system in the cases where containment assemblies and or methods cannot be installed.
- J. All costs for design, installation, maintenance, testing and as needed repair and replacement are to be borne by the customer.
- K. No grandfather clauses exist except for fire sprinkler systems where the installation of a backflow prevention assembly or method will comprise the integrity of the fire sprinkler system.
- L. For new buildings, all building plans must be submitted to the Town and approved prior to the issuance of water service. Building plans must show:
  - i. Water service type, size and location
  - ii. Meter size and location
  - iii. Backflow prevention assembly size, type and location
  - iv. Fire sprinkler system(s) service line, size and type of backflow prevention assembly.
    - i. All fire sprinkling lines shall have a minimum protection of an approved double check valve assembly for containment of the system.
    - ii. All glycol (ethylene or propylene), or antifreeze systems shall have an approved reduced pressure principle backflow preventer for containment.
    - iii. Dry fire systems shall have an approved double check valve assembly installed upstream of the air pressure valve.

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~~A- iv. In cases where the installation of a backflow prevention assembly or method will comprise the integrity of the fire sprinkler system the Town will not require the backflow protection. The Town will measure chlorine residual at the service connection once a month and perform periodic bacteriological testing at the site. If the Town suspects water quality issues the Town will evaluate the practicability of requiring that the fire sprinkler system be flushed periodically at the owners expense and may require the fire sprinkler system to be flushed in the Town's sole and absolute discretion.~~

- ~~1. The water system shall be considered as made up of two parts: The Utility System and the Customer System.~~
- ~~2. The Utility System shall consist of the Town's water system, including the source facilities and the distribution system, and shall include all those facilities of the water system under the complete control of the utility, up to the point where the Customer's System begins.~~
- ~~3. The source facilities shall include all components of the facilities utilized in the production, treatment, storage and delivery of water to the distribution system.~~
- ~~4. The distribution system shall include the network of conduits used for the delivery of water from the source to the Customer's System.~~
- ~~5. The Customer's System shall include those parts of the facilities beyond the termination of the distribution system that are utilized in conveying utility delivered domestic water to points of use.~~

#### B. Policy

- ~~1. No water service connection shall be installed or maintained by the Town unless the water supply is protected as required by state laws and regulations and this Chapter. Service of water to any premises shall be discontinued by the Town if a backflow prevention device required by regulations or this Chapter is not installed, tested and maintained.~~
- ~~2. The Customer's System shall be open for inspection at all reasonable times to authorized representatives of the Town to determine whether cross-connections or other structural or sanitary hazards, including violations of regulations or this Chapter, exist. When such a condition becomes known, the Town Manager shall deny or immediately discontinue service to the premises by providing for a physical break in the service line until the customer has corrected the condition(s) in conformance with state statutes and the regulations adopted pursuant thereto and Town's Rules and Regulations relating to plumbing and water supplies.~~
- ~~3. An approved backflow prevention device shall be installed depending on degree of hazard. Such a device shall be installed at or near the property line or immediately inside the building being served but, in all cases, before the first branch line leading off the service line wherever the following conditions exist:
  - ~~a. In the case of any premises having any auxiliary water supply that is not or may not have a safe bacteriological or chemical quality and that is not acceptable as an additional source by the Town, the public water system shall be protected against backflow from the premises by installing a backflow prevention device in the service line appropriate to the degree of hazard.~~~~

~~b.—In the case of any premises on which any industrial fluids or any other objectionable substance is handled in such a fashion as to create an actual or potential hazard to the water system, the water system shall be protected against backflow from the premises by installing a backflow prevention device in the service line appropriate to the degree of hazard. This shall include the handling of process waters and waters originating from the Utility System that have been subject to deterioration in quality.~~

~~c.—In the case of any premises having (1) internal cross-connections that cannot be permanently corrected and controlled, or (2) intricate plumbing and piping arrangements, or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impractical or impossible to ascertain whether or not dangerous cross-connections exist, the water system shall be protected against backflow from the premises by installing a backflow prevention device in the service line.~~

~~C.—The type of protective device required under Sections 4.3.A and B shall depend upon the degree of hazard that exists as follows:~~

~~1.—In the case of any premises where there is an auxiliary water supply as stated in subsection 4.3.A of this Chapter and it is not subject to any of the following rules, the water system shall be protected by an approved air gap separation or any approved reduced pressure principle backflow prevention device.~~

~~2.—In the case of any premises where there is water or substance that would be objectionable but not hazardous to health if introduced into the water system, the water system shall be protected by an approved double check valve assembly.~~

~~3.—In the case of any premises where there is any material dangerous to health that is handled in such a fashion as to create an actual or potential hazard to the water system, the water system shall be protected by an approved air gap separation or an approved reduced pressure principle backflow prevention device. Examples of premises where these conditions will exist include sewage treatment plants, sewage pumping stations, chemical manufacturing plants, hospitals, mortuaries and plating plants.~~

~~4.—In the case of any premises where there are “uncontrolled” cross-connections, either actual or potential, the water system shall be protected by an approved air gap separation or an approved reduced pressure principle backflow prevention device at the service connection.~~

~~5.—In the case of any premises where, because of security requirements or other prohibition or restrictions, it is impossible or impractical to make a complete in-plant cross-connection survey, the water system shall be protected against backflow or back-siphonage from the premises by the installation of a backflow prevention device at the service line. In this case, maximum protection shall be required; that is, an approved air gap separation or an approved reduced pressure principle backflow prevention device shall be installed in each service to the premises.~~

~~D.—Any backflow prevention device required herein shall be of a model and size approved by the Town. The term “Approved Backflow Prevention Device” shall mean a device that has been manufactured in full conformance with the standards established by the American Water Works Association entitled: “AWWAC506-78 Standards for Reduced Pressure Principle and Double Valve Backflow Prevention Devices” and, has met completely the laboratory and field performance specifications of the Foundation for Cross-Connection Control and Hydraulic Research of the~~

~~University of Southern California established by "Specifications of Backflow Prevention Devices #69-2," dated March, 1969, or the most recent issue.~~

~~Said AWWA and FCCC & HR Standards and specifications have been adopted by the Town. Final approval shall be evidenced by a "Certificate of Approval" issued by an approved testing laboratory certifying full compliance with said AWWA standards and FCCC & HR Specifications.~~

~~The following testing laboratory has been qualified by the Town to test and certify backflow preventers:~~

~~Foundation for Cross X Connection Control & Hydraulic Research University of Southern California, University Park, Los Angeles, California 90007.~~

~~Testing laboratories other than the laboratory listed above shall be added to an approved list as they are qualified by the Town.~~

~~Only "Approved Backflow Prevention Devices" shall be used.~~

- ~~1. It shall be the duty of the customer/user at any premises where backflow devices are installed to have certified inspections and operational tests made at least once per year. In those instances where the Town deems the hazard to be great enough, it may require certified inspections at more frequent intervals. These shall be performed by a certified inspector and/or tester. These devices shall be repaired, overhauled or replaced at the expense of the customer/user whenever said devices are found to be defective. Records of such tests, repairs and overhauls shall be kept and made available to the Town. The attached form shall be submitted to the Town within thirty (30) days after the device has been tested and/or inspected.~~
- ~~2. All commercial customers shall provide annual copies of their backflow preventer tests to the Public Works Department via email ([utilities@mtnvillage.org](mailto:utilities@mtnvillage.org)) no later than May 1<sup>st</sup> of each year.~~
- ~~3. Installation of New Devices. The Town shall be informed of all backflow prevention devices that are installed on any premises. Upon installation, the device shall be inspected and tested by a certified inspector and/or tester. The Town shall be informed in writing of the results of this inspection.~~

#### 13.10.4 EXISTING CROSS CONNECTIONS INSPECTION, TESTING AND REPAIR:-

- A. Backflow prevention devices or methods shall be tested by a Certified Cross-Connection Control Technician upon installation and tested at least annually, thereafter. The tests shall be made at the expense of the customer.
- B. Any backflow prevention devices or methods that are non-testable, shall be inspected at least once annually by a certified cross-connection control technician. The inspections shall be made at the expense of the customer.
- C. As necessary, backflow prevention devices shall be repaired and retested or replaced and tested at the expense of the customer whenever the devices are found to be defective.
- 13.10.4-D. Testing gauges shall be tested and calibrated for accuracy at least once annually. Within a reasonable time following the adoption of this regulation, existing cross connections between the water system and any secondary water system shall be eliminated or protected by means of an approved

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~~backflow preventer.~~

~~13.10.5 VIOLATIONS AND PENALTIES REPORTING AND RECORDKEEPING:~~

~~13.10.5-~~

~~A. Copies of records of test reports, repairs and retests, or replacements shall be kept by the customer for a minimum of three (3) years. The Town Manager shall notify the owner, or authorized agent of the owner, of the building or premises in which there is found a violation(s) of this Regulation. The Town Manager shall set a reasonable time for the owner to have the violation(s) removed or corrected. If the owner fails to correct the violation(s) in the specified time, the Town may, in its judgment an imminent health hazard exists, request that the water service to the building or premise be terminated immediately without the necessity of a hearing as provided in the Town's Rules and Regulations.~~

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~~B. Copies of records of test reports, repairs and retests shall be submitted to the Town by mail, facsimile or e-mail by the testing company or testing technician.~~

~~C. Information on test reports shall include, but may not be limited to,~~

~~i. Assembly or method type~~

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~~ii. Assembly or method location~~

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~~iii. Assembly make, model and serial number~~

~~iv. Assembly size~~

~~v. Test date; and~~

~~vi. Test results including all results that would justify a pass or fail outcome~~

~~vii. Certified cross-connection control technician certification agency~~

~~viii. Technician's certification number~~

~~ix. Technician's certification expiration date~~

~~x. Test kit manufacturer, model and serial number~~

~~B- xi. Test kit calibration date. In addition to those remedies provide in Section 4.2, the Town may seek such criminal prosecution as authorized under the criminal tampering statutes (Section 18-4-506, C.R.S.).~~

~~13.10.6 DENIAL OF SERVICE RIGHT OF ENTRY. A properly credentialed representative of the Town shall have the right of entry to survey any and all buildings and premises for the presence of cross-connections for possible contamination risk to and for determining compliance with this section. This right of entry shall be a condition of water service in order to protect the health, safety and welfare of customers throughout the public water system's distribution system. Nothing in this regulation shall limit the Town's ability to deny an application for service when, in the Town's opinion, the connection of the system to the applicant's existing plumbing would constitute a connection to an unsafe water supply.~~

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~~13.10.7 SEVERABILITY COMPLIANCE. If any provision of this Regulation or its application to any person or circumstances is held invalid, the application of such provision to other persons or circumstances shall not be affected thereby.~~

A. Customers shall cooperate with the installation, inspection, testing, maintenance, and as needed repair and replacement of backflow prevention assemblies and with the survey process. For any identified uncontrolled cross-connections, the Town shall complete one of the following actions within 120 days of its discovery:

i. Control the cross-connection

ii. Remove the cross-connection

iii. Suspend service to the cross-connection

B. The Town shall give notice in writing to any owner whose plumbing system has been found to present a risk to the Waters System's distribution system through an uncontrolled cross connection. The notice and order shall state that the owner must install a backflow prevention assembly or method at each service connection to the owner's premises to contain the water service. The notice and order will give a date by which the owner must comply with the order.

C. In instances where a backflow prevention assembly or method cannot be installed, the owner must install approved backflow prevention devices or methods at all cross-connections within the owner's water supply system. The notice and order will give a date by which the owner must comply with the order.

13.10.8 VIOLATIONS AND PENALTIES: Any violation of the provisions of this ordinance, shall, upon conviction be punishable as provided in all applicable statutes, laws, and regulations including but not limited to the general penalty section of the Town's Municipal Code.

~~13.10.7~~—CONFLICT WITH OTHER CODES: If a dispute or conflict arises between the Colorado Plumbing Code as adopted by the Town and any plumbing, mechanical, building, electrical, fire or other code adopted by the Town, then the most stringent provisions of each respective code shall prevail.

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## 13.11 FIRE PROTECTION

13.11.11 All commercial and domestic structures requiring a fire protection system shall use a 300 PSI inlet Cla valve model 90-21 for their pressure reducing valve.

13.11.12 All fire protection systems shall have a minimum 400 PSI inlet pressure relief valve downstream of the pressure reducing valve.

13.11.13 All fire protection systems shall have a minimum 400 PSI inlet wye strainer upstream of the pressure reducing valve.

## 13.12 SEVERABILITY

The provisions of this Chapter are severable, and the invalidity of any section, phrase, clause or portion of this Chapter as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of this Chapter.

**APPENDIX A**  
**MOUNTAIN VILLAGE**  
**WATER AND SEWER TAP FEE RATE SCHEDULE**  
Effective: December 12, 2013

<b>CLASSIFICATION</b>	<b>RATE</b>
1) <u>Residential Unit</u> Any living unit with a kitchen. A kitchen being defined as including, but not limited to, hot and cold water, stove and /or microwave, sink and refrigerator.	<u>\$10,000</u> per unit up to 3,000 sq. feet; then \$2,000 per additional 500 sq. feet. (including new construction and/or remodel additions)
2) <u>Efficiency Unit/Lodge</u> One or more rooms with separate bathrooms and a full kitchen.	<u>\$3,000</u> per Efficiency Unit for up to 750 sq. feet; \$250 per additional 50 sq. ft.
3) <u>Hospitality Suite</u>	<u>\$3,333</u> per Suite
4) <u>Hotel Room</u> A room without a kitchen but with a bathroom with private access to an central corridor or to the outside.	<u>\$2,000</u> per Room for up to 500 sq. ft.; \$250 per additional 50 sq. ft.
5) <u>Deed Restricted Affordable Housing</u> - Apts./Condos - Employee Dorms	<u>\$5,000</u> per Unit <u>\$2,500</u> per Unit
6) <u>Commercial /Industrial Space</u> Restaurants, Bars, Stores, Offices, and accessory areas such as lobbies, convention centers, ballrooms, auxiliary dining rooms and guest recreational facilities, but exclusive of mechanical rooms, stairs, elevators and hallways.	<u>\$10,000</u> (minimum) for up to 2,000 sq. ft. (plus \$5 per sq. ft.) for area over 2,000 sq. ft.)

**APPENDIX B**  
**MOUNTAIN VILLAGE GENERAL INFORMATION**

General.

The applicant, connector and property owner shall be responsible for knowledge of all provisions of the Rules and Regulations of the Town of Mountain Village.

Service Charge.

A minimum fee plus excess usage charge shall begin as of the date of connection. No provision for reimbursement of service charge shall be afforded.

Connection or Use Fees shall be payable prior to the connection of a new structure to the system and prior to any changes in number of dwelling units or commercial use.

Any Change in Use.

Conversion of additional units or connection of new structure made without payment of a connection or use fee shall be considered an "Unauthorized Tap." The occurrence of an unauthorized tap requires the assessment of a charge equal to the tap fee, as well as payment of the appropriate tap fee. Other action may also be taken against the property owner.

Property Owner shall be held responsible in the event of non-payment of all fees and charges due to the Town.

Individual Pressure Reducing Valves must be installed on all service lines ahead of the meter and must be rated to withstand 400 psi.

Water Saving Devices shall be required, consisting of shower restrictors and maximum 3.5 gallon flush toilets.

Water Meters. No connection shall be made to the Town's system without a Sensus or approved Water Meter with an Electronic Communications Register (ECR) having been installed to serve the subject unit. All water meters shall have a radio read remote (MXU) only, Meter sizes of 5/8", 3/4", and 1" size shall be Sensus SR/II Positive Displacement or approved Meters. Meters of 1 1/2" size shall be Sensus SR Positive Displacement or approved Meters. Meters of 2" or larger shall be Sensus SRH Compound or approved Meters. The location of the meter and the radio read remote shall be subject to the approval of the Town. All meter installations must be in freeze proof areas.

Inspection of Water and Sewer Service Lines shall be required. Locations of service lines and stop boxes must be recorded with the Town.

Water Service Lines. The water service line shall be:

Type K copper or purecore polyethylene pipe up to 2" O.D.; Electrical conductivity maintained by running a continuous piece of copper pipe twenty feet (20') outside the structure; provisions made for draining in the building, if required; connections and service lines to be buried at least eight feet (8') in depth; two inch (2") bedding and six inch (6") compacted cover; no buried solder or welded fittings; all copper connections must be grip ring compression joints, which includes corporation and curbstop valves; stop box tops must be McDonald, accessible from the surface and located at the property line; stop boxes' shut-off valve stems must be within two feet (2') of the top of the box; all runs of copper service lines must be full-length pieces before a splice can be installed (i.e. 100' for 3/4" and 1" copper, 60' for 1 1/2" copper and 40' for 2" copper).

The purecore polyethylene pipe must be of a SDR7 rating unless it runs into the building, in which case it must be rated SDR9. If the purecore polyethylene is run into the building it must have a fusion type fitting at the

inside termination point. Otherwise, type K copper must be run into the building with a coupler a minimum of ten feet (10') from the edge of the finished building. There shall be a separation of a minimum of ten feet (10') between all sewer and water lines.



**APPENDIX C**  
**RECOMMENDED BEST MANAGEMENT PRACTICES AND ADVISEMENTS**

The following are typically considered to be best management practices; however, they are not required by the Town:

1. All PRV's should be maintained and/or replaced depending on the type of PRV used. PRV's are important for protecting against bursts in your building. Being that the Town of Mountain Village has a significant elevation change in its water system, pressure spikes can occur. However, pressure spikes should not be significant enough, due to the Town's PRV's, to cause bursts with properly functioning PRV's at your building. It is important to note that PRV's do wear over time though, and most bursts occur as a result of faulty PRV's at each services building. Therefore, it is recommended that you periodically maintain or replace your PRV. Please contact your local plumber to assess the need to maintain or replace your PRV.
2. Backflow Prevention. The Town requires a double check valve as a backflow prevention system, as this is an accepted industry standard. However, there are other technologies available, such as a Reduced Pressure Zone, which may be used if a drain is readily available at the location of the RPZ.
3. External Shut-off Valves and Drains. The Town does not require the installation of external shut-off valves and drains for external water systems; however, an external shut-off valve and drain should be something to consider as it can allow a property manager or homeowner to easily shut off water in the event of a leak.
4. Flow Controls. Flow Controls are not mandated by the Town. However, they can also be helpful in the event of a leak by preventing a large loss of water and property damage. Flow control technology is improving, but can have an impact on your everyday water usage, thus they are not mandated. Contact your local plumber for a recommendation regarding the use of flow controls.
5. Rain Sensors for Irrigation Systems. Rain Sensors are required to be used for all irrigation systems. Rain sensors help in preventing over watering after rain storms and help in conservation efforts. However, it should be noted that rain sensor technology is not perfect, and your rain sensor may not prevent your system from turning on after a rain storm. Special attention should be paid to the location of the rain sensor as a drying of the sensors' sponge is often the reason for a rain sensor not working. Please consult your local irrigation expert for more information on rain sensors and what may be best for you.

# Proposal for an Indigenous Peoples Day

Draft Plan4 v. 9aug16

Commissioner Art Goodtimes  
(G-San Miguel County)

## Summary

The citizens of San Miguel County would like to continue their efforts to work toward reconciliation with the Ute people (Nuche). Our county has already formally apologized government-to-government to the Uncompahgre Nuche who were forcibly removed to Utah from their Colorado homelands -- which includes all of the lands within our county boundaries. Having had the apology resolution accepted at a tribal meeting in Utah, Nuche elder Roland McCook and I have hit upon a cultural event as the best way to continue the reconciliation process. To that end, we are planning an Indigenous Peoples Day of healing and education Saturday, Oct. 8<sup>th</sup>.

## Background

In 1998, San Miguel County stopped celebrating Columbus Day on Oct. 10 as a local holiday, and changed the name in our county to Indigenous Peoples Day. As one of the first government entities in the nation to take that step, it has since become a national movement with many public and private entities making that name change (See Wikipedia, "Indigenous Peoples Day"). It seems doubly appropriate for San Miguel County to host an event that would be educational for San Miguel County citizens and a healing part of Colorado's process of reconciliation with the Nuche.

Both the Town of Ophir -- thanks to the work of the late David Glynn -- and the Town of Telluride have erected monuments to the Nuche who lived within the bounds of what is known today as San Miguel County.

In 2012 Walter Echo-Hawk gave the keynote speech at the Center of the American West's *The Nation Possessed* conference at the University of Colorado in Boulder. Dr. Patricia Limerick had included me as a county government representative on a panel for the Roundtable Discussion segment of the event. Walter spoke of how America would never achieve peace until it reconciled with the indigenous peoples of this land who had been dispossessed in the creation of this nation.

Afterward, I spoke with Walter and he explained that reconciliation had five parts: the precipitating incident, an apology, acceptance of the apology, some kind of restitution and eventually reconciliation. That led to a process in my county of working with Roland McCook, former tribal chair of the Ute Indian Tribe and a descendant of the Uncompahgre Nuche band that had been forcibly removed from San Miguel County lands in 1881.

In 2014, our county adopted a resolution formerly apologizing to the Uncompahgre Utes for their removal. In 2015 Roland and I presented it at the tribal headquarters of the Northern Ute Tribe in Fort Duchesne, Utah; and the apology was accepted by descendants of the Uncompahgre Utes who attended the presentation.

## Planning

Roland and I have been in extensive discussions as to what next steps might be taken to move the process of reconciliation forward. Finally, we've come upon the idea of an Indigenous Peoples Day, reaching out to all three Ute tribes in the region.

## Proposal

San Miguel County will host an Indigenous Peoples Day of healing and education Saturday, Oct. 8<sup>th</sup> in Telluride's off-season -- with speakers in the Sheridan Opera House, dancers and singer-drummers, and the dedication of a plaque in Placerville.

At this point, we have agreed on a date, have received seed money from the County, are looking for additional funds to cover budget expenses, are in the process of securing the Sheridan Opera House, have notified CCAASE and are seeking to get on their calendar, have begun lining up partners to help with the event, and have started inviting select speakers, including Ernest House, Jr., director of the Colorado Commission on Indian Affairs (accepted); John Echohawk, director of the Native American Rights Fund in Boulder (invited); former Duke University professor of history and public policy, former Colorado Commissioner of Agriculture and Ridgway rancher Peter R. Decker, who wrote the book, *"The Utes Must Go!": American Expansion and the Removal of a People* (accepted); Bill Kight, retired USFS White River public affairs officer and tribal liason (accepted); archaeologist and author Sally Crum, who wrote *People of the Red Earth – American Indians of Colorado* (accepted), and several others.

We are inviting the tribal chairs of the Ute Indian Tribe in Utah, the Ute Mountain Ute Tribe and the Southern Ute Tribe in Colorado to come or to send tribal representatives.

The morning of Oct. 8<sup>th</sup> we will be dedicating a plaque in the county's Placerville Park, commemorating the Nuche who lived within our county boundaries before their forced removal to reservations.

And that afternoon and evening we will be hosting talks by Ute and Anglo speakers in Telluride's Sheridan Opera House -- in the hopes of helping to heal the injustices of the past, to educate our local citizens about the Nuche and their present issues, and to explore how we can continue this process of reconciliation.

San Miguel County is working on locating a large rock and fashioning a plaque in commemoration of the Nuche, which we would dedicate in the Placerville Park, across the river from the warm springs where Ouray and Chipeta were known to camp in the summer.

We are envisioning the event as a community day of healing and education with various cultural exchanges among Utes and county citizens. While we have the core part of the event planned, we are very open to including associated events with the schools, the arts community and other Telluride regional groups. Since it will be off-season, this event will be geared for the community, not for tourists.

## Co-coordinators

O. Roland McCook, Sr. is the great-great-grandson of Chief Ouray and his wife, Chipeta. He has worked as a civil engineer and fire manager for the Bureau of Land Management, as a realty manager for the Bureau of Indian Affairs, and as director of housing for the Northern Ute Nation in Fort Duchesne, Utah. In 1995 Roland was elected to tribal government, serving nine years, including two years as chair. He served eight years as vice-chair and chair of the Smithsonian's Repatriation Review Committee, overseeing the return of Native American remains and sacred objects to their tribal owners. Roland has made it his mission "to educate and keep the Native American image and traditions alive" by hosting powwows, lecturing and making appearances at cultural events around the Western Slope.

Art Goodtimes is finishing up his 5<sup>th</sup> term as the District 3 San Miguel County Commissioner and the only partisan elected Green Party official in Colorado. Back in the Sixties, he served a year and a half as a Vista volunteer on the Crow Indian Reservation in Montana. Returning to California, he was an American Indian Movement supporter and attended both pipe ceremonies on Alcatraz at

the start of the two Long Walks from San Francisco to D.C., bringing supplies to Nevada on the first Long Walk and joining the walk for a day as the walkers crossed over into Utah.

## Contact

Art Goodtimes,  
970-729-0220 (textable but no voice mails please)  
[artg@sanmiguelcountyco.gov](mailto:artg@sanmiguelcountyco.gov)

## Preface

Ute elder Roland McCook and I as co-coordinators are envisioning a day of healing and education for our community during off-season with talks by native speakers and others, dance performances and a plaque dedication in Placerville on Saturday, Oct. 8<sup>th</sup>. All events will be free to the public, but donations will be encouraged.

San Miguel County authorized \$5,000 in seed money Aug. 3<sup>rd</sup> towards a draft budget of \$19,633. In addition, San Miguel County Open Space and Recreation Department is erecting a plaque in the Placerville Park dedicated to the Utes (Nuche) – that cost (\$3-5,000) will be borne by the County.

I am now actively seeking partners and additional funding to make this event possible.

## **Indigenous Peoples Day Draft Budget**

### 11 speakers

Roland McCook (confirmed)  
Colorado Commission on Indian Affairs Executive Director Ernest House, Jr.  
(tentatively agreed)  
Sally Crum, archaeologist & author (tentatively agreed)  
Peter Decker, historian, former Colorado Commissioner of Agriculture and author  
(tentatively agreed)  
Bill Kight, retired USFS White River public affairs officer and tribal liason  
(tentatively agreed)  
Native American Rights Fund Executive Director John Echohawk (invited)  
Former Northern Ute Tribal Chair, female (invited)  
Ute woman leader associated with Crow Canyon (not invited yet)  
Northern Ute Tribal chair/representative (not invited yet)  
Ute Mountain Ute Tribal chair/representative (not invited yet)  
Southern Ute Tribal chair/representative (not invited yet)

Nine of the eleven speakers are tribal members or have native blood. According to Roland, tribal members and the 6 dancer/drummer-singers will need private rooms. I will try and get locals to house those that don't need that privacy. I've contacted Alpine Lodging and gotten preliminary prices for all rooms listed in this draft budget. I intend to check with other lodging providers to lower this expense, if possible. One potential speaker is disabled, and will need assistance from family

members to attend. I have them arriving Friday evening and leaving Sunday morning.

Mountainside Inn

Two nights lodging at  $\$279.60 \times 11 = \$3,075$

Travel: average  $\$200 \times 11 = \$2,200$

Honorarium:  $\$100 \times 11 = \$1,100$

**Speakers Total: \$6,375**

### 3 Dancers & 3 Drummer-Singers

Roland will arrange for the dancers/drummers. This is the minimum number needed. Again I've gotten preliminary estimates of lodging costs from Alpine, although the woman I work with normally is on vacation and I may be able to reduce these costs. And I will check with other lodging providers too eventually. Dancer/drummer-Singers usually bring their own families to help with the regalia and travel in individual cars. They need private rooms not lodging in homes, according to Roland, who has experience from hosting the Montrose PowWow for many years.

Two nights family lodging at  $\$626.32 \times 6 = \$3,758$

Travel = average  $\$300 \times 6 = \$1,800$

Dinner =  $\$100$  voucher for 6 =  $\$600$

**Dancers/Drummer-Singers Total = \$5,158**

### Documentation

I am working with Dean Rolley to get better figures on actual costs. I would want someone to film the speeches, dances and plaque dedication, have copies made available for a fee upon request and make a 3-4 min. summary video to use for future educational purposes.

**Documentation Total = \$1,500** (this is just a guesstimate currently)

### Marketing

Newspaper ads = \$400  
Press Release to Media = \$200

**Marketing Total = \$600**

## Venue

Sheridan Opera House = \$700 for a full-day rental plus sound technician (\$300?).  
Ronnie Palamar has confirmed the availability of the SOH on Oct. 8<sup>th</sup> and I am in the process of paying a down payment for that date.

**Venue Total = \$1,000**

**Estimated Event Grand Total = \$19,633**

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## Plaque at Placerville

A draft text for the plaque is under review. Linda Luther is working on securing a large rock and moving it to the Placerville Park. We will be getting the plaque made this month.

**Total = \$3-5,000**



# Memo

Agenda Item 14

To: Mayor and Town Council  
From: James Mahoney  
CC: File  
Date: August 11, 2016  
Re: Lot 640A Purchase of Park Parcel

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As you know the Town entered into a term sheet setting forth the major deal points of the potential acquisition of a park parcel part of which is located on Lot 640A. We also anticipate receiving an appraisal by the August 18<sup>th</sup> meeting date; therefore, we need direction from Town Council after a review of the appraisal to either move forward with the purchase as set forth in the term sheet, which would entail entering into a purchase and sale agreement or to terminate the term sheet as provided for in the term sheet.

1. Possible Motions:

- a. Approval to Move Forward: I move to direct staff to draft a purchase and sale agreement along the terms set forth in the term sheet for Council approval at the September Town Council meeting.
- b. Terminate Term Sheet: I move to provide notice to the seller that the Town hereby terminates the term sheet and will not move forward with the purchase of the park parcel.

## LOT 640A TERM SHEET

This Term Sheet, between the Town of Mountain Village, a home rule municipality and political subdivision of the State of Colorado (the "Town") and Adams Ranch MV LLC (the "Seller"), is a non-binding term sheet setting forth the basis of understanding for the Parties, as they pursue a Purchase and Sale Agreement between them for the completion of the transaction contemplated herein:

1. The Town in an effort to provide a local park consistent with the desires of the residents of the area in lower Mountain Village known as the "Meadows", wishes to purchase a portion of Lot 640A and a portion of OSP-35A as reflected on the attached Exhibit "A" and labeled as Tract C – Park Parcel, totaling approximately 1.21 acres.
2. The Purchase Price for the Town's purchase of Tract C will be \$550,000.00, and closing shall take place no later than 30 days following the final approval of Seller's Application for Rezone, Replat, Conditional Use Permit and Density Transfer (the "Application") by the Town and following the final disposition of any legal or legislative challenge time periods as provided under applicable law, under terms acceptable to the Town and Seller. At closing Seller shall receive \$400,000 of the Purchase Price, the remaining \$150,000 shall be placed in escrow in accordance with paragraph 5(f) and paragraph 9 below. There are no brokers representing the parties, and the parties will seek a Real Estate Transfer Assessment Exemption from TMVOA due to the deed restricted nature of the property and the exempt status of the Town.
3. The Purchase Price shall and closing shall be subject to the Town obtaining an appraisal of proposed Tract C (the "Park Parcel") on or before August 31<sup>st</sup>, 2016. In the event that the appraisal of the Park Parcel is less than the Purchase Price or cannot be obtained by the Town, the Town at its sole discretion may either elect to continue with the purchase of the Park Parcel and the closing as set forth herein, or the Town may terminate this Term Sheet with no further obligations to the Seller by providing written notice within 5 days of the August 31<sup>st</sup>, 2016 survey deadline.
4. The Town intends to use the Park Parcel as a park for its residents and visitors and shall restrict the use of the Park Parcel to park type uses for a period of time and in a manner yet to be determined, as deemed appropriate by the Town.
5. The Application will include the following:
  - a. A replat of Lot 640A and OSP-35A into four (4) lots: a) Tract A – the Hillside Open Space Lot, b) Tract B – the Development Site zoned class 3 active open space, c) Tract C – the Park Parcel, zoned class 3 active open space and d) Tract D – the Remainder of OSP-35A.
  - b. The Application will also seek approval of abatement of the remaining required additional 15 water and sewer tap fees required to develop the property at 45 units, and an approval to allow all required parking to be surface parking.
  - c. The Application will also seek a waiver of all other Town imposed application fees and costs, but shall not be a waiver of building permit fees, use tax or fees and taxes imposed by other governmental or quasi-governmental entities which are entitled to impose fees or taxes.
  - d. The Application shall also include the Rezoning of the entirety of Tract B and Tract C into Class 3 Full Use Active Open Space, Rezoning of Tract A to Class 1

or Class 2 Limited Use Active Open Space, and a Density Transfer from the Town density bank increasing the employee housing zoning from 30 units (90 density points) to 45 units (135 density points). The Employee Housing Deed Restriction that exists on the property will be extended to include these additional units. It is acknowledged by the Parties that the Seller (Applicant) will seek certain variances from the Design Guidelines such as i. percentage of stone, ii. roofing material, iii. window materials, iv. other similar variances that are typically granted to Applications for Employee housing projects.

- e. The Application shall also seek a conditional use permit to allow for the construction of Employee Housing on Class 3 Full Use Active Open Space.
  - f. The Application shall also seek a demolition permit approval that will require that the existing improvements on Lot 640A begin demolition within 30 days following the closing of the Town's purchase of Tract C at the Seller's sole cost and expense with completion of demolition within 120 days of closing. In the event the Seller receives approval of a demolition permit, the Seller shall be required to escrow funds in the amount of One Hundred Thousand Dollars \$100,000 at closing on the sale of Tract C, guaranteeing the demolition of the existing improvements, which would also allow Seller to draw down such escrowed funds for the demolition with a retainage of ten percent on each draw in order to guarantee full completion of the demolition.
6. The Application will require an Amended Agreement (the "Agreement") between the Seller and the Telluride Ski and Golf Company ("Telski"), the owner of OSP-35A. The Agreement will include a) an agreement to swap the Tract A Parcel for the part of OSP-35A that will become a part of Tract C, and b) an agreement to transfer the 2.56-acre development credit attributable to the increase in Open Space and established by the Rezone, in its entirety, to Telski. Applicant will also be working with TMVOA and the Timberview HOA in order to adjust the Utility Easement on the west side of the property as is depicted on Exhibit A.
7. In the event the Seller does not obtain approval for the Agreement with Telski, cannot adjust the Utility Easement to Seller's satisfaction, or does not obtain approval of the Application upon terms and conditions satisfactory to the Seller, which do not include any additional public benefit requirements by the Town, the Seller may terminate this transaction without penalty.
8. The Parties also agree that at the closing of the sale of Tract C to the Town, the parties will execute the following easement or license agreements:
- a. The Town will be granted a license agreement to allow for public use of the area currently maintained as a park area on Lot 640A and OSP-35A until a building permit is issued for the construction of the 45 unit project (Town to provide liability insurance).
  - b. Seller shall grant to the Town a perpetual access and utility easement over a portion of Tract B in order to allow for access to Tract C. The parties may also mutually agree upon a parking easement for parking on Tract B for the benefit of Tract C; however, this easement is not required unless mutually agreed to by the Parties. The Parties have identified two areas where parking for the Park can be

achieved, as reflected on the attached Exhibit "B". The Parties will determine specific options during the Application process.

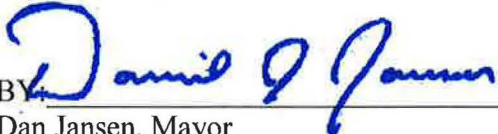
9. An additional \$50,000 shall be escrowed from the Purchase Price as an incentive for the Seller to break ground on the construction of the workforce housing project. Upon pulling the building permit, the \$50,000 escrowed funds shall be released to the Seller. As a further incentive to complete the construction of the workforce housing on parcel B the Town shall agree to refund \$50,000 of the building permit fee paid by the Seller to the Town for the construction of the workforce housing at the time of issuance of a certificate of occupancy for the workforce housing.
10. Nothing contained herein is intended to, nor shall it, obligate the Town to approve the Application or accept and hear the Application with any meeting timeline or deadline other than as provided by the Town's Community Development Code. Seller's requirement to close on the sale of the Park Parcel to the Town is contingent upon the Seller securing final approval of the Application on terms and conditions that are acceptable to the Seller in its discretion. If the Application is not approved by October 31<sup>st</sup>, 2016 or such later date mutually acceptable to the parties, Seller may terminate this Term Sheet.
11. Terms and conditions set forth herein shall survive closing of the Park Parcel and shall run with the land.

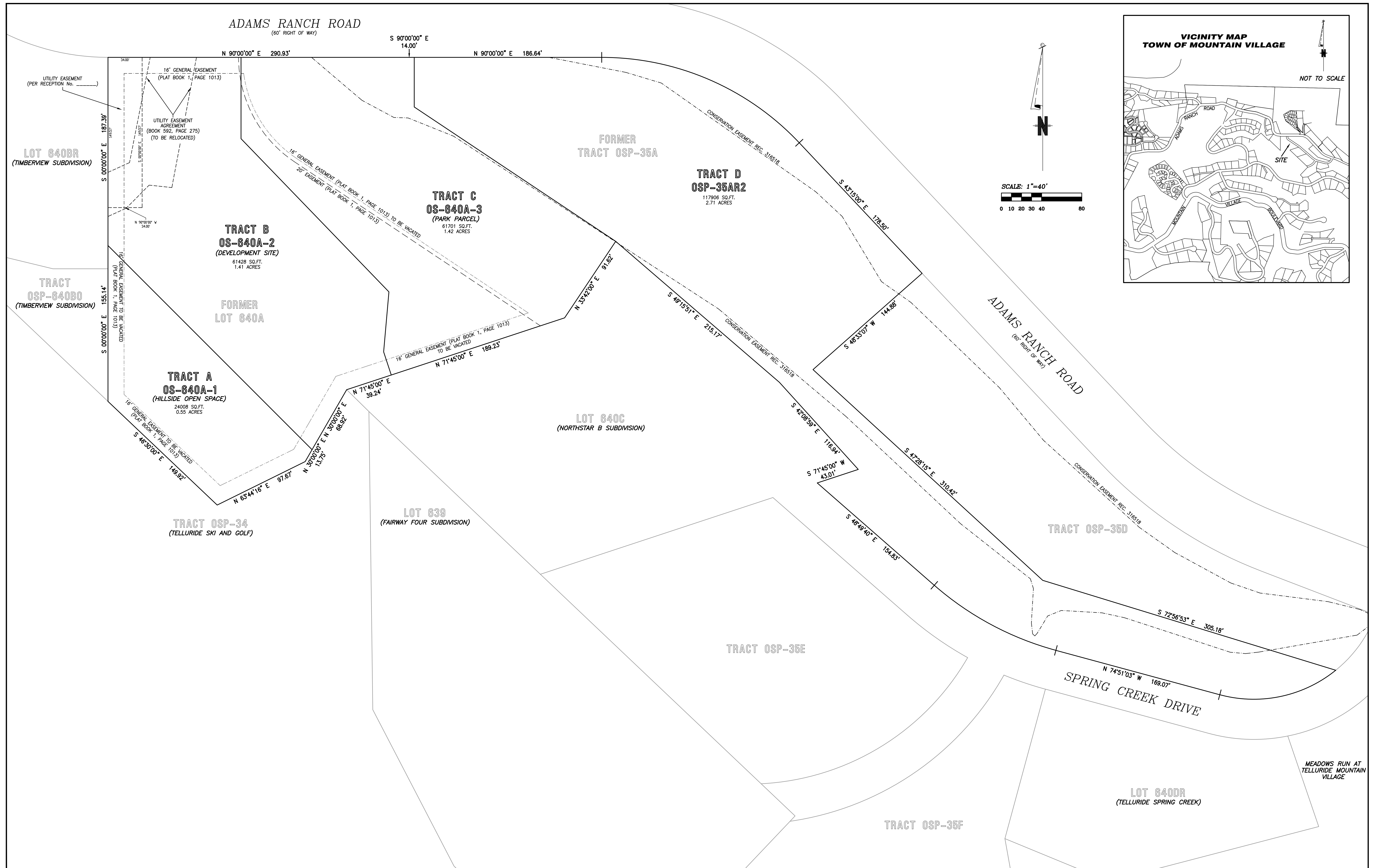
Executed this 2<sup>nd</sup> day of August, 2016

By:  
**ADAMS RANCH MV, LLC**

BY:   
\_\_\_\_\_  
Randy Edwards, Manager

**TOWN OF MOUNTAIN VILLAGE, a Home Rule municipality**

BY:   
\_\_\_\_\_  
Dan Jansen, Mayor



Lot 640A-1, Lot 640A-2, Tract OSP-640A,, Tract OS 35AR1 and Tract OSP-35AR2, a Replat of Lot 640A and Tract OSP-35A, Town of Mountain Village, located within Section 33, T.43N, R.9W., of the N.M.P.M., in the County of San Miguel, lying within the incorporated town of the Town of Mountain Village, Colorado.

Project Mgr:	DB
Technician:	MC
Checked by:	
Start date:	07/09/2012

Rev.	description	date	by
1	related property boundaries to coincide with 7/17/12 submitter	7/17/12	db
2	released for 7/17/12 submitter, no change from 7/17/12 document	7/17/12	db
3	revised to reduce development parcel and add new OS Tract	7/26/12	db

**FOLEY ASSOCIATES, INC.**  
 ENGINEERING · PLANNING · SURVEYING  
 970-728-6153 970-728-6050 fax  
 P.O. BOX 1385  
 125 W. PACIFIC, SUITE B-1  
 TELLURIDE, COLORADO 81435  
 Drawing path: dwg\Replat 07-12.dwg  
 Sheet 1 of 1 Project #: 80131



P.O. Box 2486 - Telluride, CO 81435  
 Phone: 970-708-4795  
 email: dylanh12@hotmail.com

**PROJECT TEAM**

Consultant: Uncampahgre Engineering, LLC  
 Address: P.O. Box 3945 - Telluride, CO 81435  
 Phone: 970-729-0683

Consultant: Foley Associates, Inc.  
 Address: 125 W. Pacific Ave., Suite B-1  
 Address: P.O. Box 1385 - Telluride, CO 81435  
 Phone: 970-728-6153  
 Fax: 970-728-6050

**PROJECT DESCRIPTION**

Employee Housing Proposal

**PROJECT ZONING DESIGNATION**

Multi-Family

**PROJECT LEGAL DESCRIPTION**

Lot 640A 340 Adams Ranch Road  
 Telluride, CO 81435  
 San Miguel County

No.	Description	Date
1	Worksession Review	10-9-2013
2	Design Review	10-14-2013
3	Design Review	11-05-2013
4	Rezoning Density Transfer	08-22-2014
5	Parking Garage Study	10-09-2014
6	Replat Site Study	03-29-2016
7	Replat Site Study	06-15-2016

Parkside In The Meadows

Site Photo Overlay

Date	03/29/2015
Drawn by	DH / BF
Checked by	DH / BF

A0.4

Scale 1" = 40'-0"

Site Aerial Overlay  
 1" = 40'-0"



**Business and Government Activity Report**

**For the month ending: July 31st**

Activity	2016		2015		Variance	
	MONTH	YTD	MONTH	YTD	Variance	Variance %
<b>Cable/Internet</b>						
# Residential & Bulk Basic Cable	991		935		56	6.0%
# Premium Channel Residential & Bulk Subscribers	551		490		61	12.4%
# Digital Subscribers	271		300		(29)	-9.7%
# Internet Subscribers	1,768		1,663		105	6.3%
Average # Phone Subscribers	104		92		12	13.0%
<b>Village Court Apartments</b>						
Occupancy Rate %	98.65%	98.91%	100.00%	99.23%	-0.32%	-0.3%
# Vacated Units	3	16	0	17	(1)	-5.9%
# Work Orders Completed	43	242	49	248	(6)	-2.4%
# on Waiting List	60		126		(66)	-52.4%
<b>Public Works</b>						
Service Calls	417	2,982	398	2,562	420	16.4%
Snow Fall Inches	0	142	0	104	38	36.5%
Snow Removal - Streets & Prkg Lots Hours	0	2,000	0	1,691	309	18.3%
Roadway Maintenance Hours	611	2,184	396	1,876	308	16.4%
Water Billed Consumption Gal.	24,301,000	90,597,000	17,925,000	84,202,000	6,395,000	7.6%
Sewage Treatment Gal.	9,111,000	63,116,000	10,485,000	57,340,000	5,776,000	10.1%
<b>Child Development Fund</b>						
# Infants & Toddlers Actual Occupancy	21.70	152.81	20.91	137.06	15.75	11.5%
# Preschoolers Actual Occupancy	16.39	107.74	15.14	106.17	1.57	1.5%
<b>Transportation and Parking</b>						
GPG (noon snapshot)	5,290	34,228	3,216	16,307	17,921	109.9%
GPG Parking Utilization (% of total # of spaces occupied)	38.3%	35.4%	23.3%	16.9%	18.5%	109.5%
HPG (noon snapshot)	1,262	10,236	1,110	9,323	913	9.8%
HPG Parking Utilization (% of total # of spaces occupied)	39.7%	46.0%	34.9%	41.9%	4.1%	9.8%
Total Parking (noon snapshot)	9,852	69,868	7,257	52,376	17,492	33.4%
Parking Utilization (% of total # of spaces occupied)	40.6%	41.1%	29.9%	30.8%	10.3%	33.4%
Paid Parking Revenues	\$50,672	\$170,906	\$48,080	\$224,856	(\$53,950)	-24.0%
Bus Routes # of Passengers	8,151	22,760	8,118	22,569	191	0.8%
Employee Shuttle # of Passengers	1,170	9,368	1,775	11,026	(1,658)	-15.0%
Employee Shuttle Utilization Rate %	58.4%	50.7%	55.5%	52.6%	-1.90%	-3.6%
Inbound (Vehicle) Traffic (Entrance) # of Cars	80,092	439,271	83,660	436,885	2,386	0.5%
<b>Human Resources</b>						
FT Year Round Head Count	79		79		0	0.0%
Seasonal Head Count (FT & PT)	11		7		4	57.1%
PT Year Round Head Count	20		19		1	5.3%
Gondola FT YR, Seasonal, PT YR Head Count	58		53		5	9.4%
Total Employees	168		158		10	6.3%
Gondola Overtime Paid Hours	170	1732	165	1119	613	54.8%
Other Employee Overtime Paid	116	692	176	709	(17)	-2.4%
# New Hires Total New Hires	9	78	7	43	35	81.4%
# Terminations	9	48	7	43	5	11.6%
# Workmen Comp Claims	0	8	0	5	3	60.0%
Workmen Comp Claims Costs	\$0	\$8,240	\$0	\$2,635	\$5,605	212.7%
Turnover	5.40%	28.60%	4.40%	27.20%	1.40%	5.1%
Gondola Recruiting Costs	\$0	\$6,129	\$138	\$2,881	\$3,248	112.7%
Other Recruiting Costs	\$0	\$5,188	\$809	\$7,589	(\$2,401)	-31.6%
<b>Marketing &amp; Business Development</b>						
Total Users/Total Sessions	167/247	1,951/3,208	1,265/1,616	8,547/11,915	-6596/-8707	-77%/-73%
Town Hosted Meetings	4	35	4	31	4	12.9%
Email Correspondence Sent	10	52	10	78	(26)	-33.3%
E-mail List #	3,297		na		#VALUE!	#VALUE!
Wifi Subscribers	12,052		na		#VALUE!	#VALUE!
Press Releases Sent	1	20	3	21	(1)	-4.8%
<b>Gondola and RETA</b>						
<i>Current RETA revenues are unaudited</i>						
Gondola # of Passengers	434,043	1,773,854	398,988	1,656,356	117,498	7.1%
hondola # of Passengers	0	85,398	0	87,074	(1,676)	-1.9%

Activity	2016		2015		Variance	
	MONTH	YTD	MONTH	YTD	Variance	Variance %
RETA fees collected by TMVOA	\$379,650	\$2,570,483	\$331,989	\$2,530,611	\$39,872	1.6%

Police							
Calls for Service	#	476	2,692	601	3,399	(707)	-20.8%
Investigations	#	24	151	23	147	4	2.7%
Alarms	#	15	173	24	150	23	15.3%
Arrests	#	3	16	4	12	4	33.3%
Traffic Contacts	#	38	147	22	153	(6)	-3.9%
Traffic Tickets Written	#	4	20	6	27	(7)	-25.9%
Parking Tickets Written	#	286	2,239	355	2,209	30	1.4%
Administrative Dismissals	#	5	95	10	81	14	17.3%

Building/Planning							
Community Development Revenues		\$69,337	\$675,730	\$25,142	\$701,013	(\$25,283)	-3.6%
# Permits Issued		7	59	9	53	6	11.3%
Valuation of Building Permits Issued		\$84,150	\$11,689,412	\$287,829	\$20,797,440	(\$9,108,028)	-43.8%
# Inspections Completed		262	1,506	234	1,370	136	9.9%
# Design Review/Zoning Agenda Items		11	35	9	37	(2)	-5.4%
# Staff Review Approvals		34	178	19	104	74	71.2%

Recreation							
Mile of Trails Maintained		9.8	26.2	10.7	26.4	(0.20)	-0.8%
Adventure Rock Registrations		670	1142	472	1014	128	12.6%
Bike Park Waivers		1156	1646	1447	2502	(856)	-34.2%
Bike Park Trips		5248	7034	3343	5583	1,451	26.0%
Disc Golf Registrations		813	1083	543	1437	(354)	-24.6%
Platform Tennis Registrations		42	263	4	198	65	32.8%

Plaza Services							
Due to the timing of the packet, trash diversion rates are for the previous month.							
Snow Removal Plaza	Hours	0	1,283	0	820	463	56.5%
Plaza Maintenance	Hours	186	1,940	181.25	1959	(19)	-1.0%
Lawn Care	Hours	227	803	235.5	859	(56)	-6.5%
Plant Care	Hours	384	1,540	580	1687	(148)	-8.7%
Irrigation	Hours	88	344	59.25	361	(17)	-4.7%
TMV Trash Collection	Hours	129	741	97	720	21	3.0%
Christmas Decorations	Hours	0	514	0	539	(25)	-4.7%

Vehicle Maintenance							
# Preventive Maintenance Performed		23	126	20	138	(12)	-8.7%
# Repairs Completed		21	175	36	189	(14)	-7.4%
Special Projects		4	25	7	30	(5)	-16.7%
# Roadside Assists		0	1	0	2	(1)	-50.0%

Finance							
# Employee Based Business Licenses Issued		15	707	9	624	83	13.3%
# Privately Licensed Rentals		3	78	1	57	21	36.8%
# Property Management Licensed Rentals		4	349	5	335	14	4.2%
# VRBO Listings for MV		449	3,313	359	3,313	90	25.1%
# Paperless Billing Accts (YTD is total paperless customers)		72	593	11	521	72	13.8%
# of TMV AR Bills Processed		2,103	14,561	2,038	13,976	585	4.2%

Accounts Receivable - Total Bad Debt Reserve/Allowance: \$20,034							
	TMV Operating Receivables (includes Gondola funding)		Utilities - Cable and Water/Sewer		VCA - Village Court Apartments		General Fund Investment Activity
	Current	\$ 1,099,719	96.2%	\$ 305,676	82.7%	\$ (34,626)	
30+ Days	2,970	0.3%	36,414	9.8%	1,273	-4.4%	Ending Balance \$4,507,076
60+ Days	4	0.0%	22,566	6.1%	-	0.0%	Investment Income \$1,250
90+ Days	1,315	0.1%	4,875	1.3%	4,280	-14.7%	Portfolio Yield 1.04%
over 120 days	39,520	3.5%	216	0.1%	-	0.0%	
Total	\$ 1,143,527	100.0%	\$ 369,747	100.0%	\$ (29,073)	100.0%	
	Other Billings - CDF, Construction Parking, Commercial Trash		Total All AR		Change Since Last Month - Increase (Decrease) in AR		Other Statistics
	Current	\$ 9,611	41.3%	\$ 1,380,380	91.6%	\$ 156,219	
30+ Days	5,882	25.3%	46,539	3.1%	(9,116)	-5.7%	Registered Voters 1,412
60+ Days	2,560	11.0%	25,130	1.7%	13,481	8.5%	Property Valuation 294,538,840
90+ Days	828	3.6%	11,299	0.7%	(3,313)	-2.1%	
over 120 days	4,408	18.9%	44,143	2.9%	1,822	1.1%	
Total	\$ 23,291	100.0%	\$ 1,507,491	100.0%	\$ 159,094	100.0%	





## Memorandum

**To:** Town Council  
**From:** Kevin Swain, Finance Director  
**Date:** August 10<sup>th</sup>, 2016  
**Re:** Town of Mountain Village Financial Statements through June 2016

### Mountain Village Financials Statements through June, 2016

#### General Fund Summary

The General Fund currently reflects a surplus of \$3.1 million. Development related revenues have slowed, now trailing prior year and budget. Sales taxes show an increase of 4% over prior year (after a prior period refund adjustment) and 1.4% over budget. Revenues of \$7 million were under budget by \$17,000 due mainly to development related revenues falling short of budget.

Total operating expenditures of \$3.6 million were under budget by \$259,000. There was no capital outlay through this period.

Transfers to other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Conference Center Subsidy	\$ 29,998	\$ 127,370	\$ 126,538	(833)
Affordable Housing Development Fund (Monthly Sales Tax Allocation)	\$ 27,174	\$ 234,894	\$ 238,614	3,720
Child Development Fund	\$ 6,739	\$ 46,935	\$ 2,001	(44,934)
Vehicle & Equipment Acquisition Fund	\$ 2,911	\$ 174,214	\$ 174,214	-
Capital Projects Fund (From GF)	\$ 15,800	\$ 45,606	\$ 45,606	-

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	\$ 35,828	\$ 220,538	\$ 224,976	4,438
Parking Services	\$ 46,022	\$ (17,190)	\$ 31,217	48,407
Debt Service Fund (Specific ownership taxes)	\$ 11,036	\$ 40,991	\$ 69,895	28,904
*Tourism Fund	\$ 3,165	\$ 13,849	\$ 16,116	2,267

\*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 four wheeler for Road & Bridge, a lawn mower and utility vehicle for Plaza services, and a new bobcat were purchased and the bobcat leases have been paid.

**Capital Projects Fund – No Fund Income Statement Attached**

\$45,606 was spent on the Meadows Improvement Plan.

**Historical Museum Fund – No Fund Income Statement Attached**

\$91,662 in property taxes were collected and \$89,828 was tendered to the historical museum. The county treasurer retained \$1,835 in treasurer’s fees.

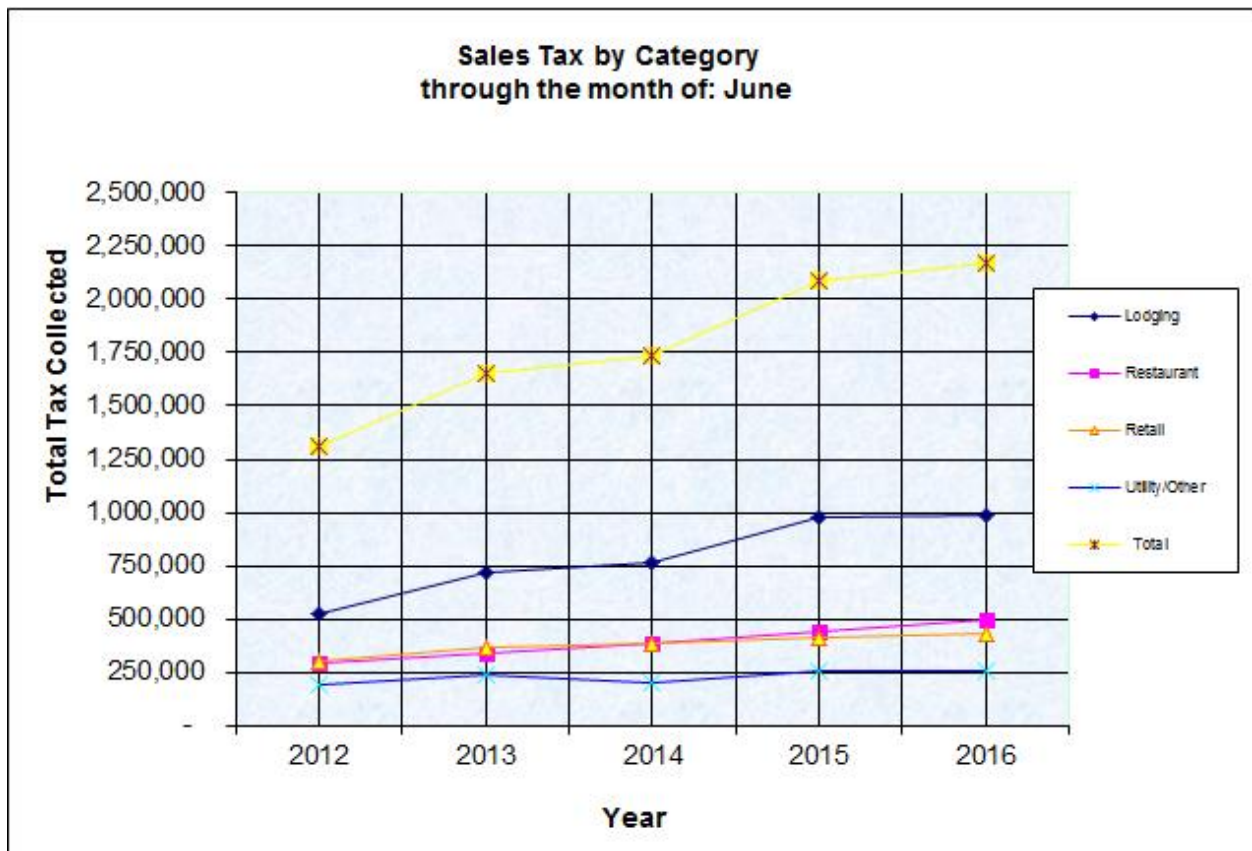
**Mortgage Assistance Fund – No Fund Income Statement Attached**

There has been no activity in this fund to date.

**Sales Tax**

Sales taxes of \$2.17 million are 4% over 2015 through this period and are over budget by 1.4%. Restaurant shows the highest growth at 11.3%, followed by retail at 4.3%.

Actual Sales Tax Base By Class, Through June 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	11,586,809	15,889,963	37%	16,996,006	7%	21,638,444	27%	21,946,097	307,652	1.42%
Restaurant	6,588,917	7,497,076	14%	8,546,618	14%	9,850,017	15%	10,965,977	1,115,960	11.33%
Retail	6,805,983	8,083,152	19%	8,538,194	6%	9,103,566	7%	9,496,290	392,724	4.31%
Utility/Other	4,173,450	5,271,825	26%	4,418,612	-16%	5,754,889	30%	5,771,323	16,434	0.29%
<b>Total</b>	<b>29,155,159</b>	<b>36,742,016</b>	<b>26%</b>	<b>38,499,429</b>	<b>5%</b>	<b>46,346,918</b>	<b>20%</b>	<b>48,179,688</b>	<b>1,832,770</b>	<b>3.95%</b>



## Tourism Fund

2016 restaurant taxes totaling \$216,817 have been collected and \$212,481 was tendered to the airline guarantee program. \$871,669 in lodging taxes were collected and \$858,692 was tendered to the airline guarantee program and to MTI. The Town retained \$17,313 in administrative fees, and penalties and interest of \$1,762. Additional funding of \$25,000 was expended for Gay Ski Week.

Lodging taxes are ahead of prior year by 1% and are exceeding budget by 4.8%. Restaurant taxes are ahead of prior year and budget by 11.6% and 14.3%, respectively. For the month of June, restaurant taxes are 29% over June 2015 and lodging taxes are 19.8% over June 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	249,339	7.61%	224,686	9.89%
March	150,548	203,235	248,285	303,173	303,779	0.20%	288,511	5.03%
April	7,619	9,382	7,291	12,319	6,659	-45.95%	11,812	-77.39%
May	8,673	10,684	10,627	15,282	16,135	5.58%	14,961	7.28%
June	55,581	77,013	74,275	84,204	101,942	21.07%	81,722	19.83%
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!
<b>Total</b>	<b>865,780</b>	<b>1,081,555</b>	<b>1,207,229</b>	<b>1,497,763</b>	<b>871,669</b>	<b>-41.80%</b>	<b>1,443,529</b>	<b>-65.61%</b>
<b>Tax Base</b>	<b>21,644,491</b>	<b>27,038,867</b>	<b>30,180,718</b>	<b>37,444,087</b>	<b>21,791,722</b>		<b>36,088,225</b>	

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	56,615	5.09%	51,539	8.97%
March	42,723	47,045	53,516	60,420	71,171	17.79%	57,805	18.78%
April	3,506	2,518	1,995	2,876	1,511	-47.46%	2,751	-82.11%
May	2,469	3,913	5,154	5,457	4,568	-16.29%	5,221	-14.29%
June	17,098	19,116	25,366	25,426	34,359	35.13%	24,326	29.20%
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!
<b>Total</b>	<b>245,593</b>	<b>274,828</b>	<b>315,303</b>	<b>366,759</b>	<b>216,817</b>	<b>-40.88%</b>	<b>350,508</b>	<b>-61.66%</b>
<b>Tax Base</b>	<b>12,279,634</b>	<b>13,741,420</b>	<b>15,765,152</b>	<b>18,337,941</b>	<b>10,840,859</b>		<b>17,525,400</b>	

Business license fees of \$274,368 are over budget (9.5%) and prior year (7.8%). \$257,906 was remitted to MTI and \$21,930 in admin fees and penalties were transferred to the General Fund.

**TOWN OF MOUNTAIN VILLAGE  
GENERAL FUND INVESTMENTS  
06/30/2016**

CUSIP	DESCRIPTION	MATURITY	DAYS TO	COUPON	PAR	PURCHASE PRICE	YTM(CALL)	MARKET PRICE	MARKET VALUE
313378PN5	FEDERAL HOME LOAN BANK BOND	03/02/2017	245	1.27	250,000.00	251,392.50	1.153	100.4514	251,128.50
3134G3K82	FREDDIE MAC UNNT	03/27/2017	270	0.75	250,000.00	250,000.00	0.75	100.189	250,472.50
3130A7TT2	FEDERAL HOME LOAN BANK BOND	04/28/2017	302	0.65	250,000.00	250,000.00	0.65	99.9592	249,898.00
3137EADJ5	FREDDIE MAC UNNT	07/28/2017	393	1	250,000.00	251,202.50	0.6	100.4279	251,069.75
3133ED6F4	FEDERAL FARM CREDIT BANK	09/05/2017	432	1.125	250,000.00	251,545.00	0.651	100.5424	251,356.00
3133EE6K1	FEDERAL FARM CREDIT BANK	11/13/2017	501	0.93	250,000.00	250,000.00	0.93	100.0095	250,023.75
3130A5J75	FEDERAL HOME LOAN BANK BOND	01/30/2018	579	0.9	250,000.00	250,000.00	0.9	100.3937	250,984.25
3136G1GU7	FANNIE MAE	03/27/2018	635	1.05	250,000.00	250,000.00	1.05	100.0202	250,050.50
3134G43V8	FREDDIE MAC UNNT	05/15/2018	684	1.05	250,000.00	250,000.00	1.05	100.023	250,057.50
313382Y98	FED HOME LOAN BANK BOND	05/16/2018	685	1	250,000.00	250,000.00	1	100.0008	250,002.00
3133EGBG9	FEDERAL FARM CREDIT BANK	08/23/2018	784	1	250,000.00	250,000.00	1	100.0469	250,117.25
3134G9BN6	FREDDIE MAC UNNT	10/26/2018	848	1.07	250,000.00	250,000.00	1.07	100.0508	250,127.00
3136G3AG0	FANNIE MAE	02/26/2019	971	1.2	250,000.00	250,000.00	1.2	100.0257	250,064.25
3130A6GD3	FEDERAL HOME LOAN BANK BOND	09/25/2019	1182	1.5	250,000.00	250,000.00	1.5	100.5938	251,484.50
3134G8QA0	FREDDIE MAC UNNT	03/30/2020	1368	1.625	250,000.00	250,000.00	1.625	100.0938	250,234.50
3134G9AY3	FREDDIE MAC UNNT	04/28/2020	1397	1.35	250,000.00	250,000.00	1.35	100.1962	250,490.50
3134G9BZ9	FRDDIE MAC UNNT	05/18/2020	1417	0.625	250,000.00	250,000.00	0.625	100.1014	250,253.50
3133EGAZ8	FEDERAL FARM CREDIT BANK	02/17/2021	1692	1.58	250,000.00	250,000.00	1.58	100.0026	250,006.50
TOTALS					\$ 4,500,000.00	\$ 4,504,140.00			\$ 4,507,820.75
AVERAGE			799.17	1.09	\$ 250,000.00	\$ 250,230.00	1.04	100.1737944	250,434.49
BENCHMARK 2 YEAR TREASURY YIELD CURVE RATE 06/30/2016				0.58			0.58		

2016 Financial Planning Management Summary\* - Qtr 2

\* This summary is a combined town revenue and expenditure summary not prepared in accordance with governmental budgeting and accounting standards, but rather to provide a summary look at the actual revenue and expenditures with debt service allocated to the appropriate fund or operation.

	Governmental Funds				Enterprise (Business-Type) Funds								Governmental Pass Through Funds Special Revenue Funds				
	General Fund	Vehicle Acquisition	Debt Service Fund	Capital Projects	Parking Services	Water/Sewer	Cable	TCC	VCA	Affordable Housing Development Fund and Mortgage Assistance	Child Development Fund	Total	Percentage of Total	Tourism	Historical Museum	Gondola	
<b>Inflows</b>																	
Revenues	\$ 6,956,185	\$ -	\$ 69,895	\$ -	\$ 186,931	\$ 1,086,161	\$ 892,098	\$ -	\$ 1,174,129	\$ 6,895	\$ 272,330	\$ 10,644,624		\$ 1,370,956	91,662	\$ 2,944,370	\$ 15,051,612
<b>Debt Service Income</b>																	
Property Tax (Income)	-	-	-	-	282,668	1,874,838	-	1,084,522	-	-	-	3,242,028		-	-	-	3,242,028
Other Income	-	-	-	-	49	323	-	187	30	-	-	589		-	-	46,488	47,077
<b>Total Debt Service Income</b>	-	-	-	-	282,717	1,875,161	-	1,084,709	30	-	-	3,242,617		-	-	46,488	3,289,105
<b>Inflow Subtotal (Revenues)</b>	<b>6,956,185</b>	<b>-</b>	<b>69,895</b>	<b>-</b>	<b>469,648</b>	<b>2,961,322</b>	<b>892,098</b>	<b>1,084,709</b>	<b>1,174,160</b>	<b>6,895</b>	<b>272,330</b>	<b>13,887,241</b>		<b>1,370,956</b>	<b>91,662</b>	<b>2,990,858</b>	<b>18,340,717</b>
<b>Other Sources and Uses (Inflows)</b>																	
Interfund Transfers In	342,204	174,214	-	45,606	-	-	-	126,538	-	238,614	2,001	929,177		-	-	-	929,177
Tap Fees	-	-	-	-	-	34,356	-	-	-	-	-	34,356		-	-	-	34,356
Sale of Assets	4,822	-	-	-	-	-	-	-	-	-	-	4,822		-	-	3,350	8,172
<b>Other Sources and Uses (Inflows) Total</b>	<b>347,026</b>	<b>174,214</b>	<b>-</b>	<b>45,606</b>	<b>-</b>	<b>34,356</b>	<b>-</b>	<b>126,538</b>	<b>-</b>	<b>238,614</b>	<b>2,001</b>	<b>968,355</b>		<b>-</b>	<b>-</b>	<b>3,350</b>	<b>971,705</b>
<b>Total Inflows</b>	<b>7,303,211</b>	<b>174,214</b>	<b>69,895</b>	<b>45,606</b>	<b>469,648</b>	<b>2,995,678</b>	<b>892,098</b>	<b>1,211,247</b>	<b>1,174,160</b>	<b>245,509</b>	<b>274,331</b>	<b>14,855,596</b>		<b>1,370,956</b>	<b>91,662</b>	<b>2,994,208</b>	<b>19,312,422</b>
<b>Outflows</b>																	
<b>Operating Expense</b>																	
Cable, Phone, and Internet Service Delivery Costs	-	-	-	-	-	-	501,275	-	-	-	-	501,275	8.46%	-	-	-	501,275
Consulting, Professional Services, & Comp Plan	39,065	-	-	-	-	-	1,439	-	-	-	40,504	0.68%	-	-	16,664	57,168	
Dues, Fees, and Licenses	33,799	-	-	-	-	1,239	471	43,554	34,214	18,321	-	131,598	2.22%	-	1,835	13,141	146,574
Environmental Projects	2,807	-	-	-	-	399	-	-	-	-	-	3,206	0.05%	-	-	-	3,206
Equipment and Vehicle Maintenance	54,064	-	-	-	-	10,310	12,415	-	8,464	-	-	85,253	1.44%	-	-	376,083	461,336
Fuel (Vehicles)	45,276	-	-	-	210	3,576	1,077	-	1,201	-	-	51,340	0.87%	-	-	2,470	53,810
Funding Support to Other Agencies	44,250	-	-	-	-	-	2,500	-	-	44,250	-	91,000	1.54%	640,067	89,827	-	820,894
Government Buildings and Facility Expense	44,631	-	-	-	40,313	1,683	1,557	-	137,901	-	-	226,085	3.82%	-	-	23,244	249,329
Information Technology	88,739	-	-	-	5,441	-	22,920	-	6,072	-	-	123,172	2.08%	-	-	2,158	125,330
Legal Services	301,501	-	-	-	-	93	-	-	-	-	-	301,594	5.09%	-	-	3,793	305,387
Marketing, Public Communications, and Regional Promotion	81,480	-	-	-	-	-	-	75,000	-	-	-	156,480	2.64%	714,772	-	-	871,252
Other Expenses	188,614	-	-	-	5,874	-	-	-	10,161	-	-	204,649	3.45%	-	-	47,088	251,737
Personnel Expense	2,220,213	-	-	-	59,450	218,521	166,460	-	185,924	-	-	2,850,568	48.11%	-	-	1,228,515	4,079,083
Property Insurance	96,986	-	-	-	-	15,606	3,457	-	57,256	-	-	173,305	2.92%	-	-	34,657	207,962
Road, Bridge, and Parking Lot Paving, Striping, and Repair	19,971	-	-	-	9,900	-	-	-	-	-	-	29,871	0.50%	-	-	-	29,871
Supplies, Parts and Materials	70,789	-	-	-	4,385	16,201	12,611	-	20,686	-	-	124,672	2.10%	-	-	100,727	225,399
Travel, Education, and Conferences	24,509	-	-	-	-	355	556	-	-	-	-	25,420	0.43%	-	-	2,697	28,117
Utilities-W/S, Electric, Natural Gas, Internet, Phone Services	274,184	-	-	-	11,175	109,262	13,145	-	196,595	-	-	604,361	10.20%	-	-	173,097	777,458
Water/Sewer Service Delivery	-	-	-	-	-	200,642	-	-	-	-	-	200,642	3.39%	-	-	-	200,642
<b>Total Expense</b>	<b>3,630,878</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>136,748</b>	<b>577,887</b>	<b>739,883</b>	<b>118,554</b>	<b>658,473</b>	<b>62,571</b>	<b>-</b>	<b>5,924,994</b>	<b>100.00%</b>	<b>1,354,839</b>	<b>91,662</b>	<b>2,024,334</b>	<b>9,395,830</b>
<b>Capital</b>	<b>-</b>	<b>134,011</b>	<b>-</b>	<b>45,606</b>	<b>4,800</b>	<b>180,670</b>	<b>48,649</b>	<b>7,984</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>421,720</b>		<b>-</b>	<b>-</b>	<b>899,208</b>	<b>1,320,928</b>
<b>Debt Service Expense</b>																	
Principal/Interest	-	-	-	-	-	-	-	-	209,923	-	-	209,923		-	-	46,488	256,411
Other Admin Fees	-	-	-	-	8,509	56,434	-	32,645	-	-	-	97,588		-	-	-	97,588
<b>Total Debt Service Costs</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8,509</b>	<b>56,434</b>	<b>-</b>	<b>32,645</b>	<b>209,923</b>	<b>-</b>	<b>-</b>	<b>307,511</b>		<b>-</b>	<b>-</b>	<b>46,488</b>	<b>353,999</b>
<b>Outflows (Expenses) Subtotal</b>	<b>3,630,878</b>	<b>134,011</b>	<b>-</b>	<b>45,606</b>	<b>150,057</b>	<b>814,991</b>	<b>788,532</b>	<b>159,183</b>	<b>868,396</b>	<b>62,571</b>	<b>-</b>	<b>6,654,225</b>		<b>1,354,839</b>	<b>91,662</b>	<b>2,970,030</b>	<b>11,070,757</b>
<b>Other Sources and Uses (Outflows)</b>																	
Interfund Transfers Out	586,973	-	69,895	-	45,383	68,727	63,597	-	54,307	-	-	888,882		16,117	-	24,178	929,177
Other	-	-	-	-	-	-	-	-	-	-	-	-		-	-	-	-
<b>Other Sources and Uses Total (Outflows)</b>	<b>586,973</b>	<b>-</b>	<b>69,895</b>	<b>-</b>	<b>45,383</b>	<b>68,727</b>	<b>63,597</b>	<b>-</b>	<b>54,307</b>	<b>-</b>	<b>-</b>	<b>888,882</b>		<b>16,117</b>	<b>-</b>	<b>24,178</b>	<b>929,177</b>
<b>Total Outflows</b>	<b>4,217,851</b>	<b>134,011</b>	<b>69,895</b>	<b>45,606</b>	<b>195,440</b>	<b>883,718</b>	<b>852,129</b>	<b>159,183</b>	<b>922,703</b>	<b>62,571</b>	<b>-</b>	<b>7,543,107</b>		<b>1,370,956</b>	<b>91,662</b>	<b>2,994,208</b>	<b>11,999,934</b>
<b>Net Budget Surplus (Deficit)</b>	<b>3,085,360</b>	<b>40,203</b>	<b>-</b>	<b>-</b>	<b>274,208</b>	<b>2,111,960</b>	<b>39,969</b>	<b>1,052,064</b>	<b>251,456</b>	<b>182,938</b>	<b>274,331</b>	<b>7,312,489</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>7,312,488</b>
<b>Total Beginning Fund Balance - Governmental Funds Only</b>	<b>7,111,942</b>	<b>59,908</b>	<b>750,646</b>	<b>32,030</b>								<b>7,954,525</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>7,954,525</b>
<b>Total Ending Fund Balance - Governmental Funds Only</b>	<b>\$ 10,197,302</b>	<b>\$ 100,111</b>	<b>\$ 750,646</b>	<b>\$ 32,030</b>								<b>\$ 11,080,088</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,080,088</b>
<b>Outstanding Debt (end of year)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,630,000</b>	<b>\$ 3,330,000</b>	<b>\$ -</b>	<b>\$ 1,930,000</b>	<b>\$ 13,000,221</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,890,221</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,485,000</b>	<b>\$ 28,375,221</b>



**To:** TMVOA; Town Council  
**From:** Kevin Swain, Finance Director  
**Date:** August 9, 2016  
**Re:** Gondola Quarterly Report, June 30, 2016

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Budgets are allocated monthly based on prior year actuals. Budgets for new items and major or capital items are adjusted to when expenditures occur. Other expenses, such as supplies may be over or under budget month to month because of the timing of expenditures.

In the first half of 2016, the gondola fund is \$167,900 under budgeted expenses. TSG ticket sales have increased 9.8% over prior year and are 24.3% over budget.

### **Gondola Fund - Expenditures**

**1. Mobile Aerial Rapid Rescue System (MARRS):**

Annual budget: \$74,048  
YTD expenditures: \$27,772  
YTD budget: \$33,420

MARRS is 17% under budget. This is due to budget savings on payroll costs.

**2. Chondola Operations and Maintenance:**

Annual budget: \$471,942  
YTD expenditures: \$124,657  
YTD budget: \$130,695

Chondola operations expenses are under budget by \$6,038. TSG utilities, operations wages, and worker's compensation are running under budget.

**3. Gondola Operations:**

Annual budget: \$1.76 million  
YTD expenditures: \$753,603  
YTD budget: \$829,372

Gondola operations were under budget by \$75,769. Salaries and wages have savings of \$26,000, group insurance is under \$13,000, and worker's compensation is under \$22,000. Administrative management costs are up from budget and prior year. Those costs are based on actual hours by admin personnel.

**4. Gondola Maintenance:**

Annual budget: \$1.24 million

YTD expenditures: \$543,935

YTD budget: \$618,490

Gondola maintenance is under budget by \$74,555. Budget variances of note are: Salaries and wages (\$33,600), worker's comp (\$15,700), and group insurance (\$6,800). A portion of the wage savings is due to the changeover of personnel.

**5. Fixed, General, Overhead and Administration:**

Annual budget: \$533,041

YTD expenditures: \$254,928

YTD budget: \$300,298

FGOA costs are \$45,400 below budget. Noteworthy budget variances include: Natural gas (\$13,400), Technical Support (\$3,500), shuttle expenses (\$9,445), and electricity (\$18,000).

**6. Major Repairs and Replacements:**

Annual Budget: \$1.1 million

YTD expenditures: \$343,617

YTD budget: \$337,560

Expenses made were for gear box rebuilds (over budget by \$2,700), bull wheel replacement, the 20<sup>th</sup> anniversary cabin refurbishment, and conveyor rebuilds.

**7. Capital Outlay:**

Annual Budget: \$2.23 million (there are matching grant funds for a portion of these costs)

YTD expenditures: \$899,208

YTD budget: \$865,788

The AC Drives/motors project has been completed, over budget \$38,500. Grip replacements are being made and gondola cabins are being replaced.

**Overall Financial Performance through June 30, 2016**

Total gondola expenditures through this period of \$2.9 million were 5.4% under budget. Budget savings are due in large part to worker's compensation savings and personnel and utility costs. Total funding for the period of \$2.9 million was primarily provided by TMVOA (80%), with contributions of approximately \$2.55 million, \$152,913 (5%) provided by TSG from lift ticket sales, \$235,594 in capital grant funding (8%), \$90,733 in operational grant funding (3%) sale of assets of \$3,350, and event operations funding of \$4,944.

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

	2016						2015	2014	2013
	Budget	Budget	Budget	Annual	Budget	Actual YTD	Actual YTD	Actual YTD	
	YTD	Variance	Variance	Budget	Balance				
Actual YTD		(\$)	(%)						
<b>General Fund</b>									
<b>Revenues</b>									
Charges for Services	\$ 192,316	\$ 179,326	\$ 12,990	7.24%	\$ 281,440	\$ 89,124	\$ 194,430	\$ 123,705	\$ 398,557
Contributions	16,037	23,965	(7,928)	-33.08%	49,913	33,876	27,103	11,368	9,159
Fines and Forfeits	7,566	2,902	4,664	160.72%	6,077	(1,489)	2,934	2,335	970
Interest Income	50,725	22,041	28,684	130.14%	45,000	(5,725)	42,294	21,696	(14,963)
Intergovernmental	300,361	255,526	44,835	17.55%	379,030	78,669	236,131	267,371	314,321
Licenses and Permits	175,176	159,360	15,816	9.92%	261,655	86,479	205,604	89,761	250,106
Miscellaneous Revenues	35,149	35,915	(766)	-2.13%	90,492	55,343	42,092	55,460	48,935
Taxes and Assessments	6,178,855	6,294,195	(115,340)	-1.83%	8,699,766	2,520,911	5,919,301	5,230,942	6,280,993
<b>Total Revenues</b>	<b>6,956,185</b>	<b>6,973,230</b>	<b>(17,045)</b>	<b>-0.24%</b>	<b>9,813,373</b>	<b>2,857,188</b>	<b>6,669,889</b>	<b>5,802,638</b>	<b>7,288,078</b>
<b>Operating Expenses</b>									
Legislation & Council	26,179	27,186	(1,007)	-3.70%	121,497	95,318	8,768	3,934	7,555
Town Manager	107,657	108,917	(1,260)	-1.16%	229,893	122,236	105,572	104,098	102,814
Administrative Services	174,443	182,960	(8,517)	-4.66%	389,005	214,562	157,705	168,969	150,327
Finance	444,930	462,619	(17,689)	-3.82%	821,872	376,942	456,333	433,243	434,852
Technical	88,739	87,978	761	0.86%	192,590	103,851	86,405	83,047	94,910
Human Resources	136,059	138,750	(2,691)	-1.94%	306,020	169,961	126,969	128,716	120,357
Town Attorney	301,501	302,192	(691)	-0.23%	494,677	193,176	280,190	222,645	188,135
Marketing and Business Development	131,414	159,421	(28,007)	-17.57%	398,044	266,630	126,740	93,168	99,406
Municipal Court	13,059	13,872	(813)	-5.86%	30,963	17,904	12,643	13,651	13,094
Police Department	361,481	365,305	(3,824)	-1.05%	827,957	466,476	350,084	325,981	370,246
Community Services	21,273	24,776	(3,503)	-14.14%	52,004	30,731	22,717	22,816	23,504
Community Grants and Contributions	44,250	46,000	(1,750)	-3.80%	76,000	31,750	38,250	59,000	39,000
Roads and Bridges	320,349	349,583	(29,234)	-8.36%	1,138,706	818,357	317,033	431,906	315,193
Vehicle Maintenance	217,637	225,773	(8,136)	-3.60%	473,430	255,793	206,638	207,230	214,022
Municipal Bus/Dial-A-Ride	71,160	71,254	(94)	-0.13%	157,725	86,565	47,250	57,848	210,292
Employee Shuttle	21,611	58,406	(36,795)	-63.00%	103,590	81,979	24,689	38,815	33,191
Parks & Recreation	191,652	215,533	(23,881)	-11.08%	512,668	321,016	179,078	187,471	134,887
Plaza and Environmental Services	576,764	638,676	(61,912)	-9.69%	1,452,442	875,678	534,275	536,873	494,297
Public Refuse Removal and Residential Trash Billing Services	22,115	26,736	(4,621)	-17.28%	54,999	32,884	24,309	19,928	105,450
Building/Facility Maintenance	71,812	85,342	(13,530)	-15.85%	210,684	138,872	68,582	49,394	58,456
Planning & Development Services	3,518	4,358	(840)	-19.27%	9,149	5,631	2,770	2,554	1,718
Building Division	131,019	131,048	(29)	-0.02%	280,886	149,867	93,392	87,939	70,356
Housing Division Office	9,656	9,895	(239)	-2.42%	20,951	11,295	8,631	8,633	38,936
Planning and Zoning Division	142,600	153,611	(11,011)	-7.17%	451,019	447,501	123,951	133,226	114,812
Contingency	-	-	-	#DIV/0!	88,068	78,412	-	-	-
<b>Total Operating Expenses</b>	<b>3,630,878</b>	<b>3,890,191</b>	<b>(259,313)</b>	<b>-6.67%</b>	<b>8,894,839</b>	<b>5,393,387</b>	<b>3,402,974</b>	<b>3,421,085</b>	<b>3,435,810</b>
Surplus / Deficit	3,325,307	3,083,039	242,268	7.86%	918,534	(2,536,199)	3,266,915	2,381,553	3,852,268
Capital Outlay	-	-	-	#DIV/0!	105,000	105,000	-	87,560	93,800
Surplus / Deficit	3,325,307	3,083,039	242,268	7.86%	813,534	(2,511,773)	3,266,915	2,293,993	3,758,468
<b>Other Sources and Uses</b>									
Sale of Assets	4,822	-	4,822	#DIV/0!	-	(4,822)	29,834	10,568	1,685
Transfer (To) From Affordable Housing	(238,614)	(234,894)	(3,720)	1.58%	(423,000)	(184,386)	(235,229)	(192,226)	(184,807)
Transfer (To) From Broadband	-	-	-	#DIV/0!	-	-	91,804	56,736	64,603
Transfer (To) From Child Development	(2,001)	(46,935)	44,934	-95.74%	(126,349)	189	(1,322)	(7,955)	(18,514)
Transfer (To) From Capital Projects	(45,606)	(45,606)	-	0.00%	(300,000)	(316,116)	-	-	-
Transfer (To) From Debt Service	69,895	40,991	28,904	70.51%	82,264	(142,712)	74,333	71,176	50,408
Transfer (To) From Overhead Allocation	224,976	220,538	4,438	2.01%	454,594	229,618	205,524	188,077	180,449
Transfer (To) From Parking Services	31,217	(17,190)	48,407	-281.60%	(94,319)	(92,318)	79,986	(28,160)	13,236
Transfer (To) From Conference Center	(126,538)	(127,370)	833	-0.65%	(204,168)	(204,168)	(54,126)	(50,465)	(61,165)
Transfer (To) From Tourism	16,116	13,849	2,267	16.37%	14,816	(55,079)	51,573	35,025	(60,661)
Transfer (To) From Vehicle/Equipment	(174,214)	(174,214)	-	0.00%	(422,338)	(248,124)	(177,553)	(92,192)	(40,617)



	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!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	(239,946)	(370,832)	130,885	-35.30%	(1,018,500)	(1,017,919)	64,823	(9,415)	(55,383)
Surplus / Deficit	\$ 3,085,361	\$ 2,712,207	\$ 373,153	13.76%	\$ (204,966)	\$ (3,529,692)	\$ 3,331,738	\$ 2,284,578	\$ 3,703,085
<b>Beginning Fund Balance Components</b>	<b>Actual YTD</b>				<b>Annual Budget</b>				
Emergency Reserve	\$	3,113,194			\$	3,113,194			
Unreserved		5,872,154				4,331,084			
<b>Beginning Fund Balance</b>	\$	8,985,348			\$	7,444,278			
<b>YTD Ending Fund Balance Components</b>	<b>Actual YTD</b>				<b>Annual Budget</b>				
Emergency Reserve	\$	3,113,194			\$	3,113,194			
Health Care Premium Savings Reserve		50,000				50,000			
Facility Maint Reserve		155,000				155,000			
Unreserved		8,752,515				3,695,706			
<b>Ending Fund Balance</b>	\$	12,070,709			\$	7,013,900			

#### Revenues

Taxes & Assessments - Specific Ownership taxes collected are exceeding budget (15%) and prior year (3%). Sales tax revenues are 1.4% over budget and 4% over prior year. Construction use tax is now under budget and prior year.

Licenses & Permits - Construction permits are under budget by \$12,300. Electrical and plumbing permits are over budget \$18,400 and \$12,400.

Intergovernmental - Intergovernmental revenues are exceeding budget due to highway user tax collections and CTF funds.

Charges for Services - DRB fees are over budget by \$17,000 and over prior year \$8,000. Road impact fees are also exceeding budget.

Fines & Forfeitures - Over budget due to building construction fines.

Investment Income - Interest is exceeding budget and prior year.

Miscellaneous - Under budget in van rider revenues.

Contributions - Energy rebates and Gondola shuttle contributions have been collected.

#### Top Ten Budget Variances

##### Under Budget

Plaza and Environmental Services - \$61,912 Employee costs, supplies, and paver repair savings.

Employee Shuttle - \$36,795 Gasoline and vehicle repair are under budget.

Road & Bridge - \$29,234 Gasoline and employee costs are under budget.

Marketing and Business Development - \$28,007 Under budget in marketing collateral and live video streaming.

Parks and Recreation - \$23,881 Under budget in ice rink expense, gasoline, and labor costs.

Finance - \$17,689 Under budget for property insurance and credit card and bank fees.

Building/Facility Maintenance - \$13,530 Under budget in personnel costs and street light expenses.

Planning & Zoning - \$11,011 Savings in employee costs.

Admin Services- \$8,517 Savings in facility expense and utilities.

##### Over Budget

Technical - \$3,984 Over budget in Adobe licenses and an (unbudgeted) property maintenance tracking software.

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

	2016						2015	2014	2013
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Tourism Fund</b>									
<b>Revenues</b>									
Business License Fees	\$ 274,369	\$ 254,627	\$ 19,742	8%	\$ 277,546	\$ 3,177	\$ 254,552	\$ 248,257	\$ 248,444
Lodging Taxes - Condos/Homes	489,494	437,769	51,725	12%	736,200	246,706	487,606	296,270	295,747
Lodging Taxes - Hotels	382,175	393,019	(10,845)	-3%	707,329	325,154	375,638	373,570	323,671
Lodging Taxes - Prior Year	786	-	786	#DIV/0!	-	(786)	4,840	781	870
Penalties and Interest	7,229	7,392	(162)	-2%	10,000	2,771	20,829	6,614	9,060
Restaurant Taxes	216,817	185,901	30,916	17%	350,508	133,691	194,311	172,738	148,162
Restaurant Taxes - Prior Year	85	-	85	#DIV/0!	-	(85)	641	88	164
<b>Total Revenues</b>	<b>1,370,956</b>	<b>1,278,708</b>	<b>92,248</b>	<b>7%</b>	<b>2,081,583</b>	<b>710,627</b>	<b>1,338,417</b>	<b>1,098,318</b>	<b>1,026,118</b>
<b>Tourism Funding</b>									
Additional Funding	25,000	25,000	-	0%	38,000	13,000	1,449	-	100,000
Airline Guaranty Funding	640,067	589,269	50,798	9%	1,050,827	410,760	616,414	497,974	449,301
MTI Funding	689,772	650,590	39,182	6%	975,440	285,668	668,981	565,319	537,478
<b>Total Tourism Funding</b>	<b>1,354,839</b>	<b>1,264,859</b>	<b>89,980</b>	<b>93%</b>	<b>2,064,267</b>	<b>709,428</b>	<b>1,286,844</b>	<b>1,063,293</b>	<b>1,086,779</b>
Surplus / Deficit	16,116	13,849	2,267	16%	17,316	1,200	51,573	35,025	(60,661)
<b>Administrative Fees</b>									
Audit Fees	-	-	-	#DIV/0!	2,500	2,500	-	-	-
<b>Total Administrative Fees</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>	<b>2,500</b>	<b>2,500</b>	<b>-</b>	<b>-</b>	<b>-</b>
Surplus / Deficit	16,116	13,849	2,267	16%	14,816	(1,300)	51,573	35,025	(60,661)
<b>Other Sources and Uses</b>									
Transfer (To) From Other Funds	(16,116)	(13,849)	(2,267)	16%	(14,816)	1,300	(51,573)	(35,025)	60,661
<b>Total Other Sources and Uses</b>	<b>(16,116)</b>	<b>(13,849)</b>	<b>(2,267)</b>	<b>16%</b>	<b>(14,816)</b>	<b>1,300</b>	<b>(51,573)</b>	<b>(35,025)</b>	<b>60,661</b>
Surplus / Deficit	\$ -	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -

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

	2016						2015	2014	2013	
	Actual	Budget	Budget	Budget	Annual	Budget	Actual YTD	Actual YTD	Actual YTD	
	YTD	YTD	Variance	Variance	Budget	Balance				
			(\$)	(%)						
<b>Parking Services Fund</b>										
<b>Revenues</b>										
Contributions/Shared Facility Expenses	\$ 7,786	\$ 10,131	\$ (2,345)	-23%	\$ 18,500	\$ 10,714	\$ 4,234	\$ 16,754	\$ 16,687	
Fines and Forfeits	28,580	7,382	21,198	287%	7,900	(20,680)	21,329	6,735	5,086	
Gondola Parking Garage	38,840	40,587	(1,747)	-4%	89,825	50,985	89,892	63,280	61,260	
Heritage Parking Garage	74,441	55,346	19,095	35%	98,752	24,311	85,785	76,361	85,496	
Parking Meter Revenues	1,374	3,329	(1,955)	-59%	7,061	5,687	5,756	5,406	6,590	
Parking Permits	5,850	2,669	3,181	119%	6,499	649	6,980	7,056	5,965	
Special Event Parking	30,060	30,000	60	0%	41,000	10,940	19,200	20,000	5,000	
<b>Total Revenues</b>	<b>186,931</b>	<b>149,444</b>	<b>37,487</b>	<b>25%</b>	<b>269,537</b>	<b>82,606</b>	<b>233,176</b>	<b>195,592</b>	<b>186,084</b>	
<b>Operating Expenses</b>										
Other Operating Expenses	2,483	2,304	179	8%	4,630	2,147	1,360	315	518	
Personnel Expenses	59,450	68,150	(8,700)	-13%	134,885	75,435	59,967	66,323	66,788	
Gondola Parking Garage	19,472	26,676	(7,204)	-27%	58,625	39,153	17,154	24,599	20,986	
Surface Lots	14,171	13,863	308	2%	31,260	17,089	16,213	9,394	5,878	
Heritage Parking Garage	40,172	50,841	(10,669)	-21%	101,325	61,153	44,010	74,574	63,416	
Meadows Parking	1,000	-	1,000	#DIV/0!	-	(1,000)	-	1,000	-	
<b>Total Operating Expenses</b>	<b>136,748</b>	<b>161,834</b>	<b>(25,086)</b>	<b>-16%</b>	<b>330,725</b>	<b>193,977</b>	<b>138,704</b>	<b>176,205</b>	<b>157,586</b>	
Surplus / Deficit	50,183	(12,390)	62,573	-505%	(61,188)	(111,371)	94,472	19,387	28,498	
<b>Capital</b>										
Capital	4,800	4,800	-	0%	4,800	-	-	29,232	-	
Surplus / Deficit	45,383	(17,190)	62,573	-364%	(65,988)	(111,371)	94,472	(9,845)	28,498	
<b>Other Sources and Uses</b>										
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-	
Overhead Allocation	(14,166)	-	(14,166)	#DIV/0!	(28,331)	(14,165)	(14,486)	(18,315)	(15,262)	
Transfer (To) From General Fund	(31,217)	17,190	(48,407)	-282%	94,319	125,536	(79,986)	28,160	(13,236)	
<b>Total Other Sources and Uses</b>	<b>(45,383)</b>	<b>17,190</b>	<b>(62,573)</b>	<b>-364%</b>	<b>65,988</b>	<b>111,371</b>	<b>(94,472)</b>	<b>9,845</b>	<b>(28,498)</b>	
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -	

Parking revenues are over budget \$37,500. GPG and parking meter revenue is running under budget but is made up for in parking fines and HPG revenues. Expenditures are under budget primarily due to personnel costs, tech support, GPG electricity, and GPG & HPG elevator maintenance. The year to date transfer to the General Fund is \$45,383, which includes the overhead allocation.

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

	2016						2015	2014	2013
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
<b>Gondola Fund</b>									
<b>Revenues</b>									
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	90,733	81,205	9,528	11.73%	150,100	59,367	81,206	119,914	-
Capital/MR&R Grant Funding	235,594	235,594	-	0.00%	818,600	583,006	-	-	-
Insurance Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Miscellaneous Revenues	158	-	158	#DIV/0!	-	(158)	100	2,607	3,775
Sale of Assets	3,350	-	3,350	#DIV/0!	-	(3,350)	10,500	558	-
TMVOA Operating Contributions	1,452,797	1,708,058	(255,261)	-14.94%	3,901,812	2,449,015	1,529,234	1,471,212	1,637,598
TMVOA Capital Contributions	1,007,231	967,754	39,477	4.08%	2,515,900	1,508,669	142,368	290,525	15,892
TSG 1% Lift Sales	152,913	123,012	29,901	24.31%	160,000	7,087	139,315	119,195	99,601
<b>Total Revenues</b>	<b>2,947,720</b>	<b>3,115,623</b>	<b>(167,903)</b>	<b>-5.39%</b>	<b>7,582,412</b>	<b>4,634,692</b>	<b>1,908,148</b>	<b>2,007,836</b>	<b>1,762,365</b>
<b>Operating Expenses</b>									
MAARS	27,772	33,420	(5,648)	-16.90%	74,048	46,276	30,180	29,609	31,929
Chondola	124,657	130,695	(6,038)	-4.62%	471,942	347,285	104,659	97,200	102,510
Grant Success Fees	-	-	-	#DIV/0!	58,122	58,122	-	-	18,457
Operations	753,603	829,372	(75,769)	-9.14%	1,762,841	1,009,238	766,614	727,477	729,173
Maintenance	543,935	618,490	(74,555)	-12.05%	1,239,631	695,696	628,789	583,154	578,504
FGOA	254,928	300,298	(45,370)	-15.11%	533,041	278,113	235,538	279,871	285,900
Major Repairs and Replacements	343,617	337,560	6,057	1.79%	1,100,000	756,383	98,593	273,788	15,892
Contingency	-	-	-	#DIV/0!	108,287	108,287	-	-	-
<b>Total Operating Expenses</b>	<b>2,048,512</b>	<b>2,249,835</b>	<b>(201,323)</b>	<b>-8.95%</b>	<b>5,347,912</b>	<b>3,299,400</b>	<b>1,864,373</b>	<b>1,991,099</b>	<b>1,762,365</b>
Surplus / Deficit	899,208	865,788	33,420	3.86%	2,234,500		43,775	16,737	-
<b>Capital</b>									
Capital Outlay	899,208	865,788	33,420	3.86%	2,234,500	1,335,292	43,775	16,737	-
Surplus / Deficit	\$ 0	\$ -	\$ 0	#DIV/0!	\$ -		\$ -	\$ -	\$ -

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

	2016				2015	2014	2013		
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)				Annual Budget	Budget Balance
<b>Child Development Fund</b>									
<b>Revenues</b>									
Daycare Fees	\$ 142,552	\$ 117,134	25,418	21.70%	\$ 237,697	\$ 95,145	\$ 124,400	\$ 120,032	\$ 123,137
Fundraising Revenues - Daycare	8,823	3,455	5,368	155.37%	8,500	(323)	5,454	4,940	1,875
Fundraising Revenues - Preschool	2,880	3,443	(563)	-0.69%	3,500	(84,493)	3,324	3,980	-
Grant Revenues - Daycare	21,099	21,440	(341)	-1.59%	35,000	13,901	16,593	17,390	17,792
Grant Revenues - Preschool	8,983	4,990	3,993	80.02%	15,000	6,017	9,780	5,880	6,710
Preschool Fees	87,993	81,466	6,527	8.01%	163,515	160,635	85,564	86,516	89,932
<b>Total Revenues</b>	<b>272,330</b>	<b>231,928</b>	<b>40,402</b>	<b>17.42%</b>	<b>463,212</b>	<b>190,882</b>	<b>245,115</b>	<b>238,738</b>	<b>239,446</b>
<b>Operating Expenses</b>									
Daycare Other Expense	40,457	35,828	4,629	12.92%	75,090	34,633	28,579	29,514	32,909
Daycare Personnel Expense	156,468	147,630	8,838	5.99%	319,511	163,043	144,806	136,486	149,925
Preschool Other Expense	16,094	18,076	(1,982)	-10.96%	43,415	27,321	16,552	14,648	15,766
Preschool Personnel Expense	61,312	77,329	(16,017)	-20.71%	151,545	90,233	56,500	66,045	59,360
<b>Total Operating Expenses</b>	<b>274,331</b>	<b>278,863</b>	<b>(4,532)</b>	<b>-1.63%</b>	<b>589,561</b>	<b>315,230</b>	<b>246,437</b>	<b>246,693</b>	<b>257,960</b>
Surplus / Deficit	(2,001)	(46,935)	44,934	-95.74%	(126,349)		(1,322)	(7,955)	(18,514)
<b>Other Sources and Uses</b>									
Contributions	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	2,001	46,935	44,934	95.74%	126,349	124,348	1,322	7,955	18,514
<b>Total Other Sources and Uses</b>	<b>2,001</b>	<b>46,935</b>	<b>44,934</b>	<b>95.74%</b>	<b>126,349</b>	<b>124,348</b>	<b>1,322</b>	<b>7,955</b>	<b>18,514</b>
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -		\$ -	\$ -	\$ -

Child Development revenues are \$25,400 over budget. Daycare fees are over budget 21.7%. Preschool fees are exceeding budget by 8%. Operating expenses are \$4,532 under budget due to preschool personnel costs and other expenses. Daycare is running ahead of budget but preschool is below budget because of the director's allocation. The fund has required \$2,001 from the General Fund to date.

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

		2016				2015	2014	2013	
Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD	
<b>Water &amp; Sewer Fund</b>									
<b>Revenues</b>									
Mountain Village Water and Sewer	\$ 1,003,949	\$ 939,895	\$ 64,054	6.82%	\$ 2,145,991	\$ 1,142,042	\$ 956,984	\$ 950,816	\$ 1,022,513
Other Revenues	4,965	7,686	(2,721)	-35.40%	24,050	19,085	5,040	4,429	5,404
Ski Ranches Water	66,849	61,301	5,548	9.05%	129,222	62,373	63,419	62,351	61,503
Skyfield Water	10,398	9,336	1,062	11.38%	18,947	8,549	10,712	9,836	10,630
<b>Total Revenues</b>	<b>1,086,161</b>	<b>1,018,218</b>	<b>67,943</b>	<b>6.67%</b>	<b>2,318,210</b>	<b>1,232,049</b>	<b>1,036,155</b>	<b>1,027,432</b>	<b>1,100,050</b>
<b>Operating Expenses</b>									
Mountain Village Sewer	206,359	213,873	(7,514)	-3.51%	535,452	329,093	189,398	172,402	166,727
Mountain Village Water	363,508	392,449	(28,941)	-7.37%	1,037,276	673,768	360,854	348,066	360,614
Ski Ranches Water	8,020	16,461	(8,441)	-51.28%	47,487	39,467	7,323	12,319	12,697
Contingency	-	-	-	#DIV/0!	32,404	32,404	-	-	-
<b>Total Operating Expenses</b>	<b>577,887</b>	<b>622,783</b>	<b>(44,896)</b>	<b>-7.21%</b>	<b>1,652,619</b>	<b>1,074,732</b>	<b>557,575</b>	<b>532,787</b>	<b>540,038</b>
Surplus / Deficit	508,274	395,435	112,839	28.54%	665,591		478,580	494,645	560,012
<b>Capital</b>									
Capital Outlay	180,670	234,046	(53,376)	-22.81%	489,550	308,880	261,918	113,686	135,313
Surplus / Deficit	327,604	161,389	166,215	102.99%	176,041		216,662	380,959	424,699
<b>Other Sources and Uses</b>									
Overhead Allocation Transfer	(68,727)	-	68,727	#DIV/0!	(137,455)	(68,728)	(61,071)	(66,376)	(62,195)
Mountain Village Tap Fees	34,356	20,500	13,856	67.59%	35,000	644	57,572	5,503	126,452
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!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>(34,371)</b>	<b>20,500</b>	<b>82,583</b>	<b>402.84%</b>	<b>(95,455)</b>	<b>(61,084)</b>	<b>(3,499)</b>	<b>(55,873)</b>	<b>64,257</b>
Surplus / Deficit	\$ 293,233	\$ 181,889	\$ 111,344	61.22%	\$ 80,586		\$ 213,163	\$ 325,086	\$ 488,956

Excess water fees and snow making fees exceeded budget, \$77,600 and \$6,300. Ski Ranches revenues are over budget due to base fees, although construction and irrigation water fees are lagging. Skyfield revenues are exceeding budget. Other revenues are under budget in maintenance and late charges and inspection fees.

Sewer expenditures are under budget in regional sewer charges (TOT) and gasoline. MV water is under budget mainly in personnel costs, property insurance, and legal but is over budget for electricity, which is driven by snowmaking as well as normal water usage and also over in payment processing fees. Ski Ranches water costs are under budget with savings in S&W and utilities. Capital costs were for power generators, water rights, and regional sewer costs.

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

	2016					2015	2014	2013	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Broadband Fund</b>									
<b>Revenues</b>									
Cable User Fees	\$ 429,606	\$ 432,693	\$ (3,087)	-0.71%	\$ 865,368	\$ 435,762	\$ 413,014	\$ 403,049	\$ 427,137
Internet User Fees	419,589	381,485	38,104	9.99%	776,597	357,008	386,743	347,059	298,280
Other Revenues	24,627	49,442	(24,815)	-50.19%	98,524	80,248	32,542	38,604	43,220
Phone Service Fees	18,276	17,434	842	4.83%	34,589	9,962	17,988	17,699	16,575
<b>Total Revenues</b>	<b>892,098</b>	<b>881,054</b>	<b>11,044</b>	<b>1.25%</b>	<b>1,775,078</b>	<b>882,980</b>	<b>850,287</b>	<b>806,411</b>	<b>785,212</b>
<b>Operating Expenses</b>									
Cable Direct Costs	359,331	342,848	16,483	4.81%	689,248	329,917	324,481	284,848	283,698
Phone Service Costs	9,050	15,082	(6,032)	-39.99%	29,700	20,650	13,603	10,080	10,336
Internet Direct Costs	118,200	114,000	4,200	3.68%	228,000	109,800	54,000	54,000	45,636
Cable Operations	253,302	269,306	(16,004)	-5.94%	579,317	326,015	243,139	264,557	264,123
Contingency	-	-	-	#DIV/0!	3,000	3,000	-	-	-
<b>Total Operating Expenses</b>	<b>739,883</b>	<b>741,236</b>	<b>(1,353)</b>	<b>-0.18%</b>	<b>1,529,265</b>	<b>789,382</b>	<b>635,223</b>	<b>613,485</b>	<b>603,793</b>
Surplus / Deficit	152,215	139,818	12,397	8.87%	245,813		215,064	192,926	181,419
<b>Capital</b>									
Capital Outlay	48,649	50,000	(1,351)	-2.70%	60,000	11,351	118,409	28,791	89,268
Surplus / Deficit	103,566	89,818	13,748	15.31%	185,813		96,655	164,135	92,151
<b>Other Sources and Uses</b>									
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	-	-	-	#DIV/0!	-	-	(91,804)	(56,736)	(64,603)
Overhead Allocation Transfer	(63,597)	(63,597)	-	0.00%	(127,195)	(63,598)	(54,851)	(57,399)	(52,548)
<b>Total Other Sources and Uses</b>	<b>(63,597)</b>	<b>(63,597)</b>	<b>-</b>	<b>0.00%</b>	<b>(127,195)</b>	<b>(63,598)</b>	<b>(146,655)</b>	<b>(114,135)</b>	<b>(117,151)</b>
Surplus / Deficit	\$ 39,969	\$ 26,221	\$ 13,748	52.43%	\$ 58,618		\$ (50,000)	\$ 50,000	\$ (25,000)
<b>Beginning (Available) Fund Balance</b>	\$ 60,000	\$ 60,000	\$ -						
<b>Ending (Available) Fund Balance</b>	\$ 99,969	\$ 86,221	\$ 13,748						

Cable user revenues are under budget .71% but over prior year 4%. The prior year variance is mainly due to increased rates. Internet revenues are over budget 10%. Other revenues are under budget 50% due primarily to labor charges, equipment rental, leased access, parts, and connection fees. Direct costs for cable are over budget and prior year due to increasing and newly added programming costs. Internet costs are over budget and prior year due to operating costs of increased internet speed. Phone service revenues are over budget by 4.8%, while phone service expenses are under budget by 40%. A portion of this underage is caused by a one-time credit from our provider. Cable operating expenses are under budget with savings in property insurance, electricity, DVR's, and R&M plant. Capital expense is for the software upgrade.

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

	2016				Annual Budget	Budget Balance	2015	2014	2013
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
<b>Telluride Conference Center Fund</b>									
<b>Revenues</b>									
Beverage Revenues	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Catering Revenues	-	-	-	#DIV/0!	-	-	-	-	-
Facility Rental	-	-	-	#DIV/0!	-	-	-	-	-
Operating/Other Revenues	-	-	-	#DIV/0!	-	-	-	920	-
<b>Total Revenues</b>	-	-	-	#DIV/0!	-	-	-	920	-
<b>Operating Expenses</b>									
Wait Staff	-	-	-	#DIV/0!	-	-	-	-	-
Food Operations	-	-	-	#DIV/0!	-	-	-	-	-
Beverage Operations	-	-	-	#DIV/0!	-	-	-	-	-
General Operations	-	-	-	#DIV/0!	-	-	27	-	64
Administration	43,554	44,470	(916)	-2.06%	84,168	40,614	43,663	41,694	41,537
Marketing	75,000	75,000	-	0.00%	100,000	25,000	-	2,000	15,335
Contingency	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Operating Expenses</b>	118,554	119,470	(916)	-0.77%	184,168	65,614	43,689	43,694	56,936
Surplus / Deficit	(118,554)	(119,470)	916	-0.77%	(184,168)		(43,689)	(42,774)	(56,936)
Capital Outlay/ Major R&R	7,984	7,900	84	1.06%	20,000	12,017	10,437	7,691	4,229
Surplus / Deficit	(126,538)	(127,370)	833	-0.65%	(204,168)		(54,126)	(50,465)	(61,165)
<b>Other Sources and Uses</b>									
Damage Receipts	-	-	-	#DIV/0!	-	-	-	-	-
Insurance Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	126,538	127,370	(833)	-0.65%	204,168	77,630	54,126	50,465	61,165
Overhead Allocation Transfer	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	126,538	127,370	(833)	74.00%	204,168	77,630	54,126	50,465	61,165
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -		\$ -	\$ -	\$ -

Expenses to date are HOA dues and 3/4 of the contracted marketing expenses.



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

	2016				2015	2014	2013		
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Affordable Housing Development Fund</b>									
<b>Revenues</b>									
Contributions	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Rental Income	6,895	6,790	105	1.55%	12,778	5,883	6,465	5,532	15,299
Sales Proceeds	-	-	-	#DIV/0!	-	-	-	-	12,952
<b>Total Revenues</b>	<b>6,895</b>	<b>6,790</b>	<b>105</b>	<b>1.55%</b>	<b>12,778</b>	<b>5,883</b>	<b>6,465</b>	<b>5,532</b>	<b>28,251</b>
<b>Operating Expenses</b>									
Community Garden	-	-	-	#DIV/0!	3,500	3,500	2,495	-	2,668
Coyote Court	-	-	-	#DIV/0!	5,000	5,000	-	-	-
RHA Funding - Moved in 2014 from the GF	44,250	44,250	-	0.00%	88,500	44,250	41,069	34,640	-
Town Owned Properties	9,465	9,960	(495)	-4.97%	11,144	1,679	9,408	9,400	13,024
Density bank	8,856	8,856	-	0.00%	8,856	-	8,856	8,856	8,856
<b>Total Operating Expenses</b>	<b>62,571</b>	<b>63,066</b>	<b>(495)</b>	<b>-0.79%</b>	<b>117,000</b>	<b>54,429</b>	<b>61,828</b>	<b>52,896</b>	<b>24,548</b>
Surplus / Deficit	(55,676)	(56,276)	(600)	1.07%	(104,222)	(48,546)	(55,364)	(47,364)	3,703
<b>Other Sources and Uses</b>									
Transfer (To) From MAP	-	-	-	#DIV/0!	(60,000)	-	-	-	-
Transfer (To) From General Fund - Sales Tax	238,614	234,894	3,720	1.58%	423,000	184,386	235,229	192,226	184,807
Transfer (To) From Capital Projects Fund (1)	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From VCA (2)	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>238,614</b>	<b>234,894</b>	<b>3,720</b>	<b>1.58%</b>	<b>363,000</b>	<b>184,386</b>	<b>235,229</b>	<b>192,226</b>	<b>184,807</b>
Surplus / Deficit	\$ 182,938	\$ 178,618	\$ (4,320)	-2.42%	\$ 258,778	\$ 135,840	\$ 179,865	\$ 144,861	\$ 188,510
<b>Beginning Fund Equity Balance</b>	<b>\$ 798,397</b>	<b>\$ 798,397</b>	<b>\$ -</b>						
<b>Ending Equity Fund Balance</b>	<b>\$ 981,335</b>	<b>\$ 977,015</b>	<b>\$ 4,320</b>						

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**

**June 2016**

	2016						2015	2014	2013
	Actual YTD	Budget YTD	Budget Vary (\$)	Budget Var (%)	Annual Budget	Budget Balance	Actual	Actual	Actual
<b>Village Court Apartments</b>									
<b>Operating Revenues</b>									
Rental Income	\$ 1,139,975	\$ 1,112,972	\$ 27,003	2%	\$ 2,225,944	\$ 1,085,969	\$ 1,127,427	\$ 1,093,659	\$ 889,031
Other Operating Income	34,155	49,612	(15,458)	-31%	94,225	60,070	40,358	58,467	179,582
Less: Allowance for Bad Debt	(1,917)	(5,457)	3,540	-65%	(10,914)	(8,997)	(5,067)	(4,819)	(806)
<b>Total Operating Revenue</b>	<b>1,172,213</b>	<b>1,157,127</b>	<b>15,085</b>	<b>1%</b>	<b>2,309,255</b>	<b>1,137,042</b>	<b>1,162,718</b>	<b>1,147,308</b>	<b>1,067,807</b>
<b>Operating Expenses</b>									
Office Operations	76,586	95,384	18,797	20%	188,315	111,729	83,163	83,889	85,134
General and Administrative	88,343	96,647	8,304	9%	131,289	42,946	93,881	100,704	109,377
Utilities	193,368	198,947	5,579	3%	407,695	214,327	190,337	204,874	215,052
Repair and Maintenance	187,914	176,025	(11,889)	-7%	390,412	202,498	171,745	167,288	159,698
Major Repairs and Replacement	102,715	84,670	(18,045)	-21%	164,316	61,601	58,894	130,575	29,188
Contingency	7,629	7,629	-	0%	12,929	5,300	-	-	-
<b>Total Operating Expenses</b>	<b>656,556</b>	<b>659,302</b>	<b>2,746</b>	<b>0%</b>	<b>1,294,956</b>	<b>638,400</b>	<b>598,020</b>	<b>687,330</b>	<b>598,449</b>
<b>Surplus / (Deficit) After Operations</b>	<b>515,657</b>	<b>497,825</b>	<b>17,831</b>	<b>4%</b>	<b>1,014,299</b>		<b>564,698</b>	<b>459,978</b>	<b>469,358</b>
<b>Non-Operating (Income) / Expense</b>									
Investment Earning	(30)	1	31	-4131%	(1,500)	(1,470)	(36)	(129)	(275)
Debt Service, Interest	209,923	209,924	1	0%	419,848	209,925	214,730	131,617	134,084
Debt Service, Fees	-	-	-	#DIV/0!	-	-	2,750	99,118	100,401
Debt Service, Principal	-	-	-	#DIV/0!	367,621	367,621	-	222,667	212,069
<b>Total Non-Operating (Income) / Expense</b>	<b>209,893</b>	<b>209,925</b>	<b>32</b>	<b>0%</b>	<b>785,969</b>	<b>576,076</b>	<b>217,444</b>	<b>453,272</b>	<b>446,279</b>
<b>Surplus / (Deficit) Before Capital</b>	<b>305,764</b>	<b>287,901</b>	<b>17,863</b>	<b>6%</b>	<b>228,330</b>		<b>347,253</b>	<b>6,706</b>	<b>23,079</b>
Capital Spending	-	-	-	#DIV/0!	5,000	5,000	-	-	-
<b>Surplus / (Deficit)</b>	<b>305,764</b>	<b>287,901</b>	<b>17,863</b>	<b>6%</b>	<b>223,330</b>		<b>347,253</b>	<b>6,706</b>	<b>23,079</b>
<b>Other Sources / (Uses)</b>									
Transfer (To)/From General Fund	(54,307)	(54,307)	-	0%	(108,614)	(108,614)	(56,362)	(61,961)	(53,572)
Sale of Assets	-	-	-	0%	-	-	-	-	-
Grant Revenues	-	-	-	0%	-	-	-	-	-
Transfer From AHDF	-	-	-	0%	-	54,307	-	-	-
<b>Total Other Sources / (Uses)</b>	<b>(54,307)</b>	<b>(54,307)</b>	<b>-</b>	<b>0%</b>	<b>(108,614)</b>	<b>54,307</b>	<b>(56,362)</b>	<b>(61,961)</b>	<b>(53,572)</b>
<b>Surplus / (Deficit)</b>	<b>251,456</b>	<b>233,594</b>	<b>17,863</b>	<b>8%</b>	<b>114,716</b>		<b>290,891</b>	<b>(55,255)</b>	<b>(30,493)</b>
<b>Beginning Working Capital</b>	290,938	290,938	-	0%	-				
<b>Ending Working Capital</b>	<b>\$ 542,394</b>	<b>\$ 524,532</b>	<b>\$ 17,863</b>	<b>3%</b>	<b>\$ 114,716</b>				

Rent revenues are over budget and prior year, 2% and 1.1%. Other revenues are under budget 31% due mainly to lease break fees, late fees, and laundry and cleaning charges revenues. Office operations are under budget 20%. This is due to salaries and wages, which has a vacant position, and worker's compensation. General and administrative is over budget 9%, due mainly to property insurance savings. Utilities are within 3% of budget. Maintenance is under budget in workers comp and salaries and wages. MR&R is over budget in roof repairs and parking lot improvements. Expenses include parking lot improvements, roof repairs, carpet replacement, cabinet replacement, bobcat lease, appliances, deck, trash enclosure, and vinyl replacement.

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

	2016				Annual Budget	Budget Balance	2015	2014	2013
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
<b>Debt Service Fund</b>									
<b>Revenues</b>									
Abatements	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions	46,488	48,526	(2,039)	-4.20%	207,940	161,453	48,138	49,713	51,713
Miscellaneous Revenue	-	-	-	#DIV/0!	-	-	-	-	-
Property Taxes	3,253,565	3,178,583	74,983	2.36%	3,481,449	227,884	3,290,445	3,347,123	3,224,994
Reserve/Capital/Liquidity Interest	561	321	241	75.01%	666	105	921	3,835	3,314
Specific Ownership Taxes	69,895	40,991	28,904	70.51%	82,264	12,369	74,333	71,176	50,408
<b>Total Revenues</b>	<b>3,370,509</b>	<b>3,268,420</b>	<b>102,089</b>	<b>140.00%</b>	<b>3,772,319</b>	<b>401,810</b>	<b>3,413,836</b>	<b>3,471,847</b>	<b>3,330,429</b>
<b>Debt Service</b>									
<b>2001/2011 Bonds - Gondola - Paid by contributions from TMVOA and TSG</b>									
2001/2011 Bond Issue - Interest	46,488	46,488	-	#DIV/0!	92,975	46,488	48,138	49,713	51,713
2001/2011 Bond Issue - Principal	-	-	-	#DIV/0!	115,000	115,000	-	-	-
<b>2005 Bonds - Telluride Conference Center - (refunding portion of 1998 )</b>									
2005 Bond Issue - Interest	33,125	33,125	-	#DIV/0!	66,250	33,125	48,500	63,125	76,025
2005 Bond Issue - Principal	-	-	-	#DIV/0!	645,000	645,000	-	-	-
<b>2006/2014 Bonds - Heritage Parking</b>									
2014 Bond Issue - Interest	138,213	138,213	-	#DIV/0!	34,600	(103,613)	142,248	186,694	190,894
2014 Bond Issue - Principal	-	-	-	#DIV/0!	496,825	496,825	-	-	-
<b>2007 Bonds - Water/Sewer (refunding 1997)</b>									
2007 Bond Issue - Interest	87,413	87,413	-	#DIV/0!	174,825	87,413	122,400	150,431	173,494
2007 Bond Issue - Principal	-	-	-	#DIV/0!	1,625,000	1,625,000	-	-	-
<b>2009 Bonds - Telluride Conference Center (refunding 1998 bonds)</b>									
2009 Bond Issue - Interest	12,100	12,100	-	#DIV/0!	24,200	12,100	16,450	20,650	24,525
2009 Bond Issue - Principal	-	-	-	0.00%	295,000	295,000	-	-	-
<b>Total Debt Service</b>	<b>317,338</b>	<b>317,338</b>	<b>-</b>	<b>0.00%</b>	<b>3,569,675</b>	<b>3,252,338</b>	<b>377,736</b>	<b>470,613</b>	<b>516,651</b>
Surplus / (Deficit)	3,053,172	2,951,083	102,089	3.46%	202,644		3,036,100	3,001,234	2,813,778
<b>Operating Expenses</b>									
Administrative Fees	250	250	-	0.00%	17,000	16,750	900	-	-
County Treasurer Collection Fees	97,685	96,783	903	0.93%	102,355	4,670	98,744	100,428	96,776
<b>Total Operating Expenses</b>	<b>97,935</b>	<b>97,033</b>	<b>903</b>	<b>0.93%</b>	<b>119,355</b>	<b>21,420</b>	<b>99,644</b>	<b>100,428</b>	<b>96,776</b>
Surplus / (Deficit)	2,955,236	2,854,050	101,186	3.55%	83,289		2,936,457	2,900,806	2,717,002
<b>Other Sources and Uses</b>									
Transfer (To) From General Fund	(69,895)	(40,991)	(28,904)	70.51%	(82,264)	(12,369)	(74,333)	(71,176)	(50,408)
Transfer (To) From Other Funds	-	-	-	#DIV/0!	-	-	-	-	-
Bond Premiums	-	-	-	#DIV/0!	-	-	-	-	-
Proceeds From Bond Issuance	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>(69,895)</b>	<b>(40,991)</b>	<b>(28,904)</b>	<b>70.51%</b>	<b>(82,264)</b>	<b>(12,369)</b>	<b>(74,333)</b>	<b>(71,176)</b>	<b>(50,408)</b>
Surplus / (Deficit)	\$ 2,885,341	\$ 2,813,059	\$ 72,282	2.57%	\$ 1,025		\$ 2,862,124	\$ 2,829,630	\$ 2,666,594
<b>Beginning Fund Balance</b>	<b>\$ 743,941</b>	<b>\$ 743,941</b>	<b>\$ -</b>						
<b>Ending Fund Balance</b>	<b>\$ 3,629,282</b>	<b>\$ 3,557,000</b>	<b>\$ 72,282</b>						



**Briefing Paper**  
**Grand Mesa, Uncompahgre and Gunnison National Forest, Colorado**  
**Norwood Ranger District**

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**Topic:** Recreation Ranger Program Proposal

**Background:** Summer tourism in Telluride is at an all-time high, with 2016 predicted to be the sixth consecutive record-breaking summer for visitation (Telluride Tourism Board). Visitors are flocking to our area, yet there is a general lack of field presence: knowledgeable staff out on the ground who can engage with visitors, answering questions, and providing good customer service. Additionally, there is an urgent need for information boards to be maintained and updated, for restrooms to be cleaned, and trash to be picked up along our trails. We are missing a tremendous opportunity to not only provide information, but to educate visitors on how to reduce their impact on the environment.

**Proposal:**

The Forest Service proposes to address these issues by creating a Recreation Ranger Program: hiring a summer cadre of seasonal “recreation rangers” who would be recreation ambassadors throughout the Telluride area.

Recreation Ranger Roles:

- Engage with visitors to provide information, share knowledge, and provide a field presence at high use recreation areas throughout the Telluride area.
- Educate the public about “Leave No Trace” principles with the objective of raising awareness and reducing impacts to the land.
- Maintain recreation sites: clean restrooms, pick up trash, update kiosk information, etc.
- Perform volunteer coordination and minor stewardship projects, such as trail and sign maintenance to enhance the visitor experience and provide for public safety.

Collaboration

We are looking to partner with TMV, the Town of Telluride, San Miguel County and other local organizations to support the program. Partner funding would cover seasonal ranger salaries while the Forest Service would hire, supervise and train the recreation rangers, and provide vehicles and housing.

We are requesting the following funding from TMV for 2017:

	Cost/day	No. of Days	Total Cost
Recreation Ranger, GS-4	\$117	100	\$11,700
Recreation Ranger, GS-5	\$130	100	\$13,000
Ranger uniforms, supplies			\$ 300
<b>Total Funding Request</b>			<b>\$ 25,000</b>

In 2017, the Forest Service would support the program, as follows:

	In-Kind Contribution
Program Manager Salary, 20 days	\$6,000
Vehicle	\$3,000
Materials and Supplies (paint, toilet paper, etc.)	\$1,500
Housing (facility maintenance/utilities)	\$1,500
<b>Total Forest Service Contribution</b>	<b>\$12,000</b>

**Contact:** Matt Zumstein, District Ranger, Norwood Ranger District, 970-327-4261; mzumstein@fs.fed.us

# RECREATION RANGER PROGRAM

A partnership between the USDA Forest Service and the Town of Mountain Village, Town of Telluride, San Miguel County and local stakeholders.

► Is this what we are facing?



# WHAT ARE THE EFFECTS?



# RESOURCE DAMAGE, IF LEFT UNMANAGED



WHAT CAN WE DO TO  
MITIGATE THESE  
IMPACTS?



# IMPLEMENT A RECREATION RANGER PROGRAM





THANK YOU



**PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

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

**Agenda Item No.19**

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**TO:** Town Council  
**FROM:** Glen Van Nimwegen, Director  
**FOR:** Meeting of August 18, 2016  
**DATE:** August 4, 2016  
**RE:** Joint Discussion with the Design Review Board Regarding the Design Regulations of the CDC

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At the last Council meeting the Council and Board discussed process changes that occurred with the adoption of the Community Development Code. This discussion shifted to our current design standards and if they stifling more marketable architectural design. The purpose of this joint work session was to continue this discussion and brain storm possible changes or additions to the Design Regulations.



August 11, 2016

Dear Town of Mountain Village,

The San Miguel Watershed Coalition has had an exciting and productive 2016. SMWC has worked to both build upon its relationships with existing partners and to create new ties within the Watershed. In 2016, the Coalition has collaborated with: Trout Unlimited, Valley Floor Preservation Partners, Rimrocker Historical Society, CCC Ditch, Norwood Lawn and Garden Group, Watershed Education Program, Mountain Studies Institute, Southwestern Water Conservation District, local governments and many more entities. The increased funding that Mountain Village provided last year has been a tremendous boon for the Coalition and has played a large role in enabling SMWC to take a more active, inclusive role in all reaches of the San Miguel River. The Town of Mountain Village's 2016 funding has helped the Coalition to accomplish the following:

- Will complete six months of water quality testing and analysis in October. Sampling is conducted at sites in Telluride, Mountain Village, Ophir, Sawpit, Placerville and Nucla--all results are uploaded to the publicly-accessible CDSN.
- Leveraged government funding and membership donations to obtain \$130,000 from the Colorado Water Conservation Board to manage the San Miguel Stream Management Plan.
- Implemented the San Miguel Stream Management Plan—a project that analyzes environmental and recreational gaps and needs in the San Miguel Watershed. The Coalition is currently conducting outreach meetings to introduce the plan to important stakeholders. Stakeholders include recreational outfits, local governments, public land agencies, energy companies, ditch companies, agricultural interests and environmental groups.
- Will participate in the 2016 Nucla Heritage Days, working alongside the Rimrocker Historical Society to provide information on the ecological and cultural history of the San Miguel River.
- Completed the San Miguel River Corridor Guide, a streamside living guide for property owners along the San Miguel and its tributaries. This guide will be distributed to landowners in Telluride, Ophir, Sawpit, Placerville, Norwood, Nucla and Naturita in August 2016.
- Presented information on the state of the San Miguel at the 6<sup>th</sup> Annual San Juan Mining and Reclamation Conference. Highlighted the upcoming reclamation projects at the Carribeau and Carbonero mines and how they will improve water quality in the Howard Fork.
- Hosted a community watershed forum, an education event designed to inform the public on river health and current Watershed projects.
- Participated in a river clean-up day alongside the Watershed Education Program.
- Presented at the Southwest Water Conservation District's 35<sup>th</sup> Annual Water Seminar.
- Hired a part-time Program Coordinator, Elizabeth Stuffings.
- Initiated the restructuring of the Coalition's Board of Directors.

In 2017, the Coalition will continue work on its ongoing 2016 projects and accomplish the following, new goals:

- Develop an emergency response plan for hazardous material spills and releases on the San Miguel River.
- Finalize Board restructuring efforts. Increase representation of West End communities, public agencies, recreational outfits, agricultural interests and at-large community members.

- Complete the San Miguel Stream Management Plan's initial outreach and analysis phase. Begin to hold community forums to identify and implement cooperative project and management efforts.
- Revamp the Coalition's website: create an interactive Watershed map, link to current river flows, and highlight boater news/warnings.
- Increase the Coalition's participation in community education efforts.

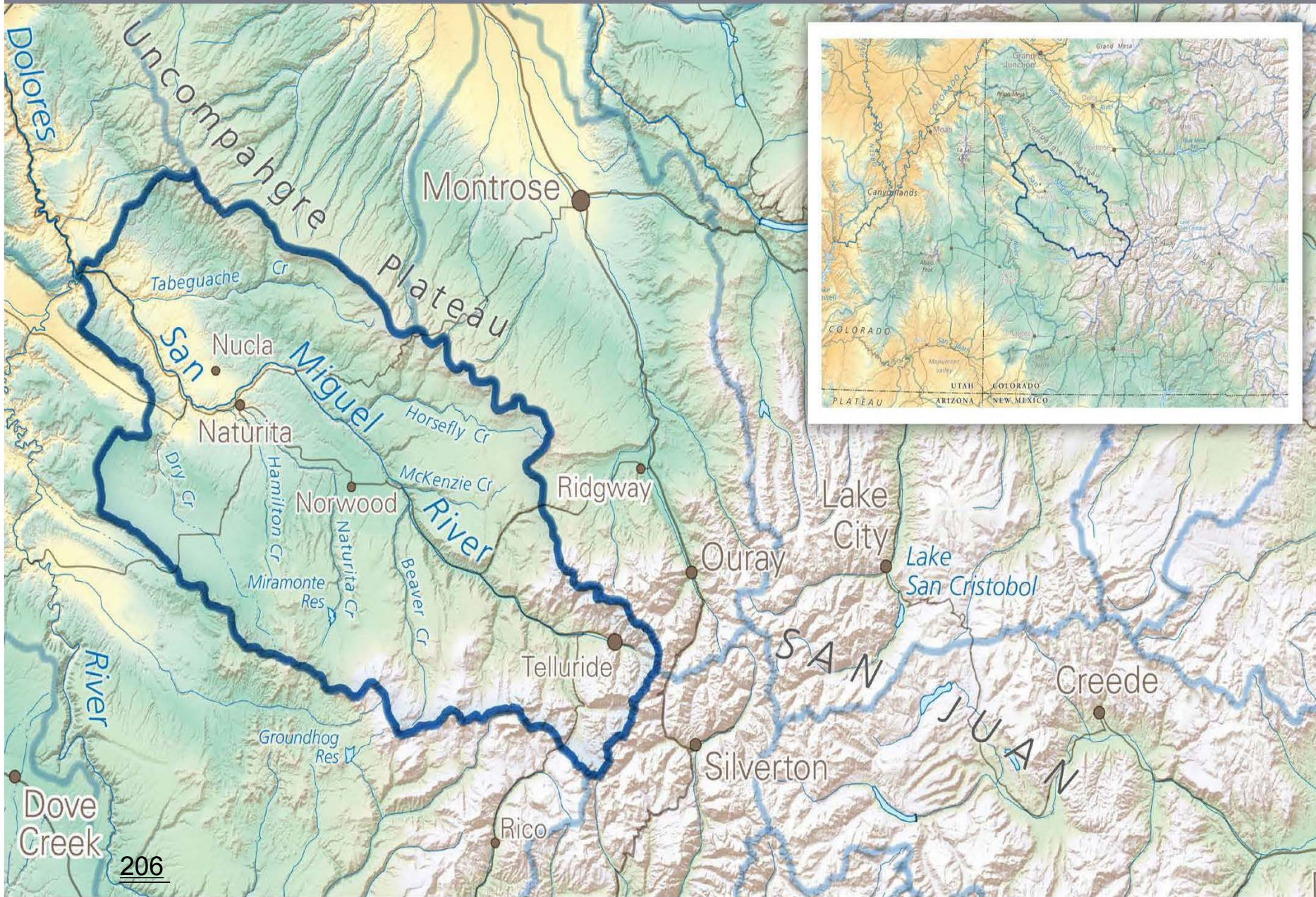
We greatly appreciate your 2016 contribution of \$10,000 to the Coalition and ask that these funds are provided again for 2017. These funds will allow the Coalition to gain upon its recent momentum to broaden its reach within the Watershed and to find new, innovative ways to engage all members of the Watershed community in the common pursuit of a healthy, productive San Miguel River.

Sincerely,

Elizabeth Stuffings  
Program Coordinator, San Miguel Watershed Coalition

*The San Miguel Watershed Coalition's purpose is to give the communities and stakeholders in the watershed a voice to direct the future management of watershed resources. Its mission is to advance the ecological health and promote the economic vitality of the watershed through the collaborative efforts of the entire community. Our ultimate goal is to realize a watershed that is healthy in every respect, while offering a sustainable and quality lifestyle for all who live within it.*

# San Miguel Watershed Region





























# State of the San Miguel Watershed

– 2014 –



San Miguel County Behavioral Health Strategic Plan 2016-2019  
Town of Mountain Village Town Council  
August 18, 2016

Agenda

1. How Did We Get Here?
2. The Strategic Plan
3. The Way Forward: Implementation of the Strategic Plan

Attachments: San Miguel Behavioral Health Strategic Plan  
A Brief History of Community and Agency Efforts Around Behavioral  
Health & Substance Prevention  
The Way Forward: Strategic Plan Working Group Recommendations  
2014-16 Cannabis and Alcohol Taxes from Town of Telluride & San  
Miguel County  
Project Budget  
Regional Commission on Behavioral Health & Substance Prevention  
Organization Chart

# SAN MIGUEL COUNTY BEHAVIORAL HEALTH STRATEGIC PLAN 2016-2019

## VISION

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*the future we aim to create*

*A community that inspires hope and improves overall well-being.*

## MISSION

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*what we do and who we serve*

*Enhance the well-being of our community through education, prevention, advocacy and services that support resilience and recovery.*

## STRATEGIES for CHANGE

*the approach we use to  
achieve our mission*

### OVERALL APPROACH

*We create, implement, and manage behavioral health initiatives, utilizing our existing resources and increasing community education and awareness around behavioral health and wellness. We develop county-wide prevention activities, eliminating gaps and assuring a comprehensive approach. We focus on availability and affordability to all community members regardless of socioeconomic status. Aware of our rural setting, we will improve access to training and services by finding new models of care, using grass-roots support, and integrating mental health into non-traditional settings.*

## GOAL 1: Create, Implement, and Manage Initiatives of the Strategic Plan

### **OBJECTIVE 1a: Create a County Commission for Mental Health and Substance Abuse**

- Identify composition of Commission
- Research successful existing Commission models
- Launch the Commission and provide model research results

### **OBJECTIVE 1b: Undertake mapping of existing Mental Health resources**

- Research existing resources and identify gaps, including demographics and geographics, in surrounding San Miguel County
- Identify format of “map” and distribution
- Develop plan for ongoing maintenance of the guide to include program changes

### **OBJECTIVE 1c: Create tracking and reporting system<sup>i</sup>**

- Protocols for every trackable action of Strategic Plan will mandate that as tracking components are launched, we will convene to assure all tracking components are in place
- Mutual accountability will be assured by establishing tracking protocols
- Identify global tracking and reporting system to encompass all participants

### **OBJECTIVE 1d: Undertake a countywide promotional campaign on Mental Health Strategic Plan activities<sup>ii</sup>**

- Work with committee to identify most effective means/format
- Determine what we share
- Determine frequency of reporting
- Evaluate increase in awareness through campaign efforts to evaluate effectiveness

### **OBJECTIVE 1e: Work collaboratively to leverage and expand funding for Mental Health Strategic Plan Initiatives**

- Identify diverse potential funding streams<sup>iii</sup>
- Collaborate on joint grant partnerships
- Leverage resources for funding initiatives

## GOAL 2: Increase Community Education and Awareness About Mental Health and Wellness

### OBJECTIVE 2a: Establish National Alliance on Mental Illness (NAMI) Chapter<sup>iv</sup>

- Research process and requirements to become official NAMI Chapter
- Identify roles and responsibilities
- Launch

### OBJECTIVE 2b: Create Multimedia campaign to change norms and reduce stigma

- Adopt a tool to determine community readiness
- Research and launch effective stigma reducing campaign/s
- Evaluate the change in community norms

### OBJECTIVE 2c: Provide research-based trainings to educate community members on Mental Health<sup>v</sup>

- Promote and increase participation in existing trainings
- Identify new evidence-based trainings to address gaps in populations and areas served
- Partner to launch new trainings - one per year

### OBJECTIVE 2d: Join the “Compassionate Communities” initiatives<sup>vi</sup>

- Research process and requirements to become officially recognized as a “Compassionate Community”
- Identify roles and responsibilities
- Launch

### OBJECTIVE 2e: Increase participation in existing programs and expand early childhood programming

- Promote and increase participation in existing trainings
- Identify new evidence-based trainings to address gaps in populations and areas served
- Partner to launch new trainings - one per year

### GOAL 3: Develop and Implement Prevention Activities Avoiding Duplication and Eliminating Gaps

#### OBJECTIVE 3a:

Implement a program to reduce people with Mental Health issues in jails<sup>vii viii</sup>

- Conduct Mental Health Needs Assessment with law enforcement and other criminal justice stakeholder groups
- Research and develop program/s that address findings
- Launch, with necessary partners

#### OBJECTIVE 3b:

Increase universal Mental Health and substance abuse screenings in as many sectors as possible<sup>ix</sup>

- Identify and adopt lifespan screenings
- Identify, partner, and train appropriate sectors
- Address confidentiality requirements regarding sharing information
- Partner and launch

**OBJECTIVE 3c: Ensure curriculum that addresses both Mental Health and substance abuse is available to all children; ensuring confidentiality, as appropriate<sup>x</sup>**

- Identify current available curriculums and identify gaps
- Research other existing curriculums to fill gaps
- Partner, as appropriate and launch
- Educate and increase awareness regarding state law concerning minors and confidentiality

**OBJECTIVE 3d: Create inter-generational and cross-cultural learning experience through civic engagement<sup>xi</sup>**

- Engage faith-based, school, and civic groups to provide needs assessment information regarding applicable program availability
- Identify opportunities for partnerships (example: shared resources)
- Engage senior population and Spanish speakers to understand barriers to participating in programming
- Address barrier and create appropriate plan/s

**OBJECTIVE 3e: “Safe Tourism” campaign addressing substance use, using harm-reduction strategies**

- If appropriate, adapt, and adopt existing state/city campaign collateral materials on similar campaign
- Partner with chambers of commerce to distribute

## GOAL 4: Improve Access to Training and Services

### OBJECTIVE 4a: Integrate Mental Health into non-traditional settings

- Assess readiness of non-traditional partners
- Assist in integration of services in willing partners

### OBJECTIVE 4b: Find models of care that address the Mental Health workforce shortage<sup>xii</sup>

- Research telehealth
- Identify and promote incentives for Behavioral Health professionals to relocate and remain in county
- Identify models of care that utilize non-traditional clinicians & para-professionals
- Adopt better use of group therapy and treatments

### OBJECTIVE 4c: Launch grassroots, peer-support groups<sup>xiii</sup>

- Encourage launching of NAMI support group models
- Diversify peer support model to encourage a broad spectrum of peer-support needs

### OBJECTIVE 4d: Ensure Mental Health workforce is trained in trauma-informed care

- Identify existing trauma-informed care used in medical settings
- Identify local trauma-informed expertise; contact for effective use within county
- Encourage countywide trainings regarding ACE testing and findings

### OBJECTIVE 4e: Encourage use of Recovery Support Specialists (RSS) in appropriate programs

- Identify existing programs and roles of RSS
- Determine effective use of RSS in rural communities
- Partner and launch appropriate program/s



## Endnotes

- <sup>i</sup> "DCF: Trauma Informed Care." DCF: Trauma Informed Care. Department of Children and Families, 2015. Web. 29 Oct. 2015. Link: <http://www.ct.gov/dcf/cwp/view.asp?a=4368&Q=514042>
- <sup>ii</sup> Novotney, Amy. "Creating Internships in Rural Areas." American Psychological Association, 2015. Web. 28 Oct. 2015. Link: <http://www.apa.org/monitor/2015/01/internships.aspx>
- <sup>iii</sup> Hartley, David, Donna Bird, David Lambert, and John Coffin. "The Role of Community Health Centers as Rural Safety Net Providers." Muskie School of Public Service Working Paper.30 (2011): Web. 28 Oct. 2015. Link: <https://muskie.usm.maine.edu/Publications/rural/wp30.pdf>
- <sup>iv</sup> "Find Your Local NAMI." NAMI: National Alliance on Mental Illness. N.p., 2015. Web. 28 Oct. 2015. Link: <https://www.nami.org/Find-Your-Local-NAMI>
- <sup>v</sup> Blanch, Andrea, and David Shern. "The Power of Community." Mental Health America. N.p., 2015. Web. 30 Oct. 2015. Link: <http://www.mentalhealthamerica.net/blog/power-community>
- <sup>vi</sup> "Overview." Charter for Compassion. N.p., 2015. Web. 2015. Link: <http://www.charterforcompassion.org/index.php/charter/charter-overview>
- <sup>vii</sup> "Stepping Up: A National Initiative to Reduce the Number of People with Mental Illnesses in Jails" American Psychiatric Foundation. Web. 28 Oct. 2015. Link: <https://csgjusticecenter.org/wp-content/uploads/2014/12/SteppingUpInitiative.pdf>
- <sup>viii</sup> "Welcome to OC Drug and Alcohol Detox" Orange County Detox. 28 Oct. 2015. Link: <http://www.ocdrugalcoholdetox.com/>
- <sup>ix</sup> Marc Lerner, M.D. "Mental Health Screening and Early Intervention in Schools" Center for Healthy Kids and Schools and National Adolescent Health Information Center. Web. 2015. 28 Oct. 2015. Link: <http://www.cdph.ca.gov/programs/cclho/Documents/LERNER%20Mental%20Health%20Screening%20and%20Early%20Intervention%20in%20Schools%20CCLHO%20presentation.pdf>
- <sup>x</sup> For an example see: "Mental Health First Aid" Mental Health First Aid. Oct. 2015. Link: <http://www.mentalhealthfirstaid.org/cs/>
- <sup>xi</sup> "Integration and Civic Engagement" Calgary Chinese Community Service Association. 28 Oct. 2015. Link: <http://cccsa.ca/service/integration-civic-engagement>
- <sup>xii</sup> "Telebehavioral Health Training and Technical Assistance" SAMHSA-HRSA Center for Integrated Health Solutions. 28 Oct. 2015. Link: <http://www.integration.samhsa.gov/operations-administration/telebehavioral-health>
- <sup>xiii</sup> SMART Recovery – Self-Management for Addiction Recovery" SMART Recovery. 2015. 28 Oct. 2015. Link: <http://www.smartrecovery.org/>

# **Regional Commission for Behavioral Health & Substance Prevention**

## **A Brief History of Behavioral Health & Substance Prevention Efforts in San Miguel County**

Our regional economy is heavily oriented toward tourism—a world class destination ski resort in the winter and a summer vacation area featuring numerous festivals and outdoor activities. Many of our visitors come to enjoy themselves in the “party atmosphere” and it is often challenging for the community to balance the needs of the full-time resident population with the sometimes contradictory impulses of a “party” environment. While not quite Bourbon Street at Mardi Gras, the community does have a reputation of being very relaxed toward the use of various legal and illegal substances, and it is not surprising that many tourists enjoy access to substances that are not available at home. A recent Watch article on the cannabis trade cited Mike Davis, owner of the Telluride Bud Company, “I’d say 75% of my customers right now are visitors from out of state.” A similar situation probably exists for our liquor stores and bars.

Further, the demographics of many of our seasonal employees leans heavily toward the 18 to 30-year-old population, many of whom are attracted to the same “party atmosphere.” At the same time, the high cost of living, seasonal nature of employment, and the transient nature of much of our workforce challenges individuals and coping mechanisms and safety nets are often lacking.

In addition, in light of the limited resources that are available in rural Colorado directed at physical and behavioral health, it is not surprising that our communities are challenged to address the behavioral health needs of their citizens.

Over the past fifteen years numerous efforts have been undertaken by community volunteers, social service agencies and organizations, and Tri-County Health Network, to address the real and perceived gaps in behavioral health care in San Miguel County and neighboring communities.

In the early 2000’s school-based efforts included the Positive Alternatives Team, the Telluride Regional Youth Initiative, and APEX. While modestly successful, including a one-time funding of a full-time substance prevention specialist in the area high schools, the effort consistently foundered due to the overreliance on volunteers, the reliance on one-time grant funding streams, and the failure of the broader community to engage on this issue.

In 2014, under the direction of the Tri-County Health Network (TCHNetwork), a Mental Health Learning Summit was held in Mountain Village, engaging 49 local governments and stakeholders in discussing behavioral health and substance abuse. The day-long session included an overview of existing services in our region (Center for Mental Health), innovations

in funding (Rocky Mountain Health Plans) and delivery of services (tele-psychiatry and school-based mental health integration), and a panel addressing substance abuse in our communities.

Additionally, TCHNetwork conducted a Community Health Needs Assessment that summer. Over 1,000 local residents, of varying age, race, and socio-economic status, as well as key stakeholders, including healthcare providers, social service providers, and community and government leaders, identified access to care, including mental health and substance abuse services, as one of the top three health care issues in the region.

In 2015 a Youth Substance Prevention Summit was held to raise awareness of the issue of youth substance use and abuse in our region, and to engage the community and important stakeholders in developing a community coalition centered around substance prevention efforts. A small group of volunteers agreed to continue the dialogue and under the direction of a school counselor met 4 times over the course of the 2015-16 school year without clearly establishing a path forward for the group or the community.

In mid-2015 San Miguel County and the TCHNetwork jointly funded the creation of a Behavioral Health Strategic Plan to assess current needs in the community centered around behavioral health and substance abuse. Multiple focus groups and individual meetings with key stakeholders took place over several months to identify existing services, gaps in services, and the needs of the community in the areas of behavioral health and substance abuse prevention.

In late fall 2015 TCHNetwork engaged with a small group of stakeholders, including San Miguel Resource Center, Telluride R-1 School District, San Miguel County Social Services, and the Center for Mental Health, to discuss the Strategic Plan and map out future steps. As a result of that effort the Strategic Plan Working Group strongly encourages the community to move forward with implementation of the Strategic Plan over the course of the next three years, with initial efforts directed at 5 areas of opportunity:

- Create a Regional Commission for Behavioral Health and Substance Abuse to improve access to and education of behavioral health throughout the region, while ensuring collaboration and efficient deployment of resources across the region;
- Establish stable funding sources (reduce reliance on one-time grants) by accessing local cannabis and alcohol tax revenues, and contributions by stakeholders and retail cannabis and alcohol vendors;
- Engage the community on the strategic plan in a second Behavioral Health Summit (September 2016) to increase community education & awareness about mental health
- Develop and implement prevention activities across agencies to avoid duplication and eliminate gaps
- Improve access to training and services

In June of 2016, in response to a cluster of suicides in our region that greatly elevated the concerns in the community around mental health, TCHNetwork organized a community meeting on the topic. A panel of local experts discussed existing resources and identified gaps in the services based on input from both the panel as well as over 50 community members who attended the lunchtime meeting.

At present, behavioral and mental health services are provided directly by the Center for Mental Health (largely to Medicaid & Underserved Populations), the Telluride Medical Center (private pay, 3<sup>rd</sup> party insurance), private providers, indirectly by organizations such as the San Miguel Resource Center, and in school settings by school counselors. In addition, TCHNetwork and the Center for Mental Health have provided community trainings for Mental Health First Aid, a nationally recognized, research-based program for educating laypersons about mental health issues.

# **Regional Commission for Behavioral Health & Substance Prevention**

## **The Way Forward:** **Strategic Plan Working Group Recommendations**

The aforementioned Strategic Plan Working Group is recommending that the community move forward to implement the Regional Behavioral Health Strategic Plan. To accomplish this, the working group recommends the following actions.

### **1. Establish a Regional Commission for Behavioral Health & Substance Prevention**

This Commission would work to improve access to and education of behavioral health throughout the region. The Commission would initially consist of representatives from area agencies engaged in behavioral and physical health, as well as those stakeholders working with the target populations. This would initially include the following entities with additional participants to be determined based on interest and need:

- Tri-County Health Network
- The Center for Mental Health
- Telluride Medical Center
- Uncompaghe Medical Center
- San Miguel County Department of Social Services
- San Miguel Resource Center
- Telluride School District

The Regional Commission would work to implement the Behavioral Health Strategic Plan over the next three years to achieve the goals set out therein including, but not limited to:

- Coordinate efforts in behavioral health and substance abuse prevention across agencies;
- Collaborate in new and innovative approaches to providing services;
- Increase public awareness of behavioral health issues and community resources;
- Leverage resources in the region;
- Provide a framework for securing local, state and national grants;
- Award grant dollars to area providers to support ongoing and new programs aligned to the goals of the strategic plan;
- Research and implement evidence-based practices in the areas of behavioral health and substance abuse prevention.

### **2. Establish a stable, sustainable, and adequate source of funds and enlist local governments as leaders for local solutions to the behavioral health issues in our region**

Local governments and agencies already involved in working in behavioral health are being asked to provide leadership and financial support to fund a locally controlled means of

achieving the successful implementation of the Strategic Plan. Along with stable, sustainable, and adequate funding, the leadership of the elected officials in the region is critical to highlight the importance of behavioral health and substance prevention efforts across our communities.

Funding for implementation of the Strategic Plan can be achieved, in part, by financial support from San Miguel County and the Towns of Telluride and Mountain Village. Potentially, the three governments could allocate a portion of the tax revenues derived from cannabis (in two of the three government jurisdictions) and alcohol sales (in all three government jurisdictions) toward behavioral health and substance prevention work, including implementing the Strategic Plan (See attached chart of tax revenues for these substances).

In addition, the Regional Commission will seek direct contributions from selected stakeholders, including the Telluride Medical Center and the Center for Mental Health, as well as local foundation grants, including the Telluride Foundation. Long term, supplemental funding will be sought through outreach to the distributors of these substances (retail and medical cannabis dispensaries, local retail liquor stores and bars), local, state and national grants (Communities That Care, etc.), and private donations.

It is important to reemphasize that the success of this initiative requires that a stable, sustainable, and adequate source of funds be dedicated to the Regional Commission. Without this funding, and the leadership of our three governments, successful implementation of the strategic plan over the next three years is unlikely.

3. **Empower the Commission to implement the Behavioral Health Strategic Plan over the next three years**

The Commission will specifically work to:

- Ensure collaboration among existing providers and ongoing programs;
- Encourage innovation to improve access to services;
- Secure additional funding sources to ensure the sustainability of programming;
- Establish and promote community wide initiatives in the areas of substance prevention education;
- Raise community awareness of mental health issues;
- Seek collaborative solutions to the challenges facing our community to maximize resources and ensure sustainability of programming.

Over the next year, the Commission will focus on the following areas:

- **Education:** Providing opportunities to educate the community on behavioral health issues and resources;
- **Prevention:** Expand the prevention education efforts in areas schools and in the community, in general;
- **Direct Services:** Investigate and implement initiatives to improve access to behavioral health and substance prevention resources.

This may include work in the following areas:

- Improve outcomes for incarcerated populations;
- Educate the local population in Mental Health First Aid and Youth Mental Health First Aid, evidence based programs shown to benefit the general population in assisting community members with behavioral health issues;
- Convene the 2<sup>nd</sup> Regional Behavioral Health Summit to further explore the issues and educate the community of behavioral health issues and resources;
- Expand school-based prevention programs, including funding programs provided by Freedom From Chemical Dependency, a Hazelden/Betty Ford program previously used in the local schools.
- Establish two new community coalitions comprised of a wide variety of community groups and stakeholders, including a Community Behavioral Health Coalition and a Youth Substance Prevention Coalition, to serve as “boots on the ground” to implement evidence-based programs in their specific areas, ensure collaboration among the stakeholders, and monitor the success of the programs.

Over the next three years, the focus of the Commission and its initiatives may include:

- Explore alternative means of delivering behavioral health treatment in schools, including tele-therapy;
- Explore initiatives to increase access to behavioral health services in rural areas, including telehealth, behavioral health integration, and technology;
- Develop public awareness campaigns around behavioral health to reduce the stigma of mental illness;
- Develop a public awareness campaign around Safe Tourism, encouraging responsible behavior among our visitors;
- Work with primary care clinics to ensure the use of evidence-based screening assessments and using the results of those tools to inform care, develop new programming, and expanding coverage as needed;
- Evaluate the feasibility of deploying a new community workforce of recovery specialists or peer support specialists to aid behavioral health interventions;
- Explore alternatives to incarceration for individuals with behavioral health issues.

## Regional Commission for Mental Health & Substance Prevention

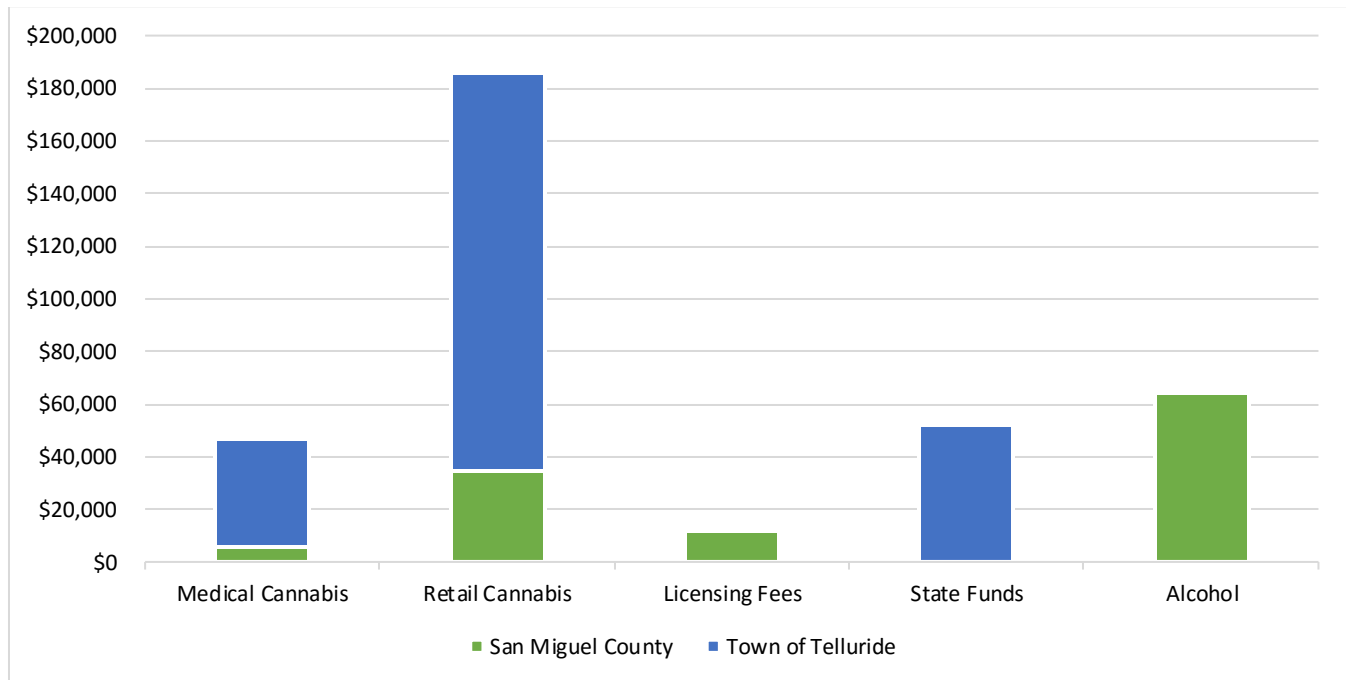
### Cannabis and Alcohol Tax Revenues by Jurisdiction, by Year

<u>San Miguel County*</u>	<u>2014</u>	<u>2015</u>	<u>2016 (Jan-Mar)</u>
Medical Cannabis	\$ 7,457	\$ 5,929	
Retail Cannabis	\$ 43,352	\$ 34,661	
Alcohol	<u>\$ 59,657</u>	<u>\$ 64,249</u>	
<b>Total San Miguel County</b>	<b>\$110,466</b>	<b>\$104,839</b>	

\*Does not include \$12K in Cannabis License Fees collected in 2015 by SM County

<u>Town of Telluride</u>	<u>2014</u>	<u>2015</u>	<u>2016 (Jan-Mar)</u>
Medical Cannabis		\$ 30,482	\$ 8,681
Retail Cannabis		\$150,770	\$50,155
State Funds		<u>\$ 52,174</u>	<u>\$15,553</u>
<b>Total Town of Telluride</b>		<b>\$233,426</b>	<b>\$74,389</b>

**2015 Combined Total** **\$338,265**



**Mountain Village does not separately track sales tax for alcohol-related sales**



**Regional Commission for Behavioral Health and Substance Prevention**

**2017 Fiscal Year Budget**

**Expenses**

Salary	\$ 63,000
Benefits	\$ 18,900
Travel	\$ 6,000
Training/Conferences	\$ 10,000
Contractual	\$ 25,000
Programming	\$150,000
Educational Campaign	\$ 15,000
Admin/Operating	<u>\$ 12,000</u>
Total	<u>\$299,000</u>

# Regional Behavioral Health & Substance Prevention Commission

Area Providers & Agencies Including, but not limited to:

San Miguel County Social Services

Center for Mental Health

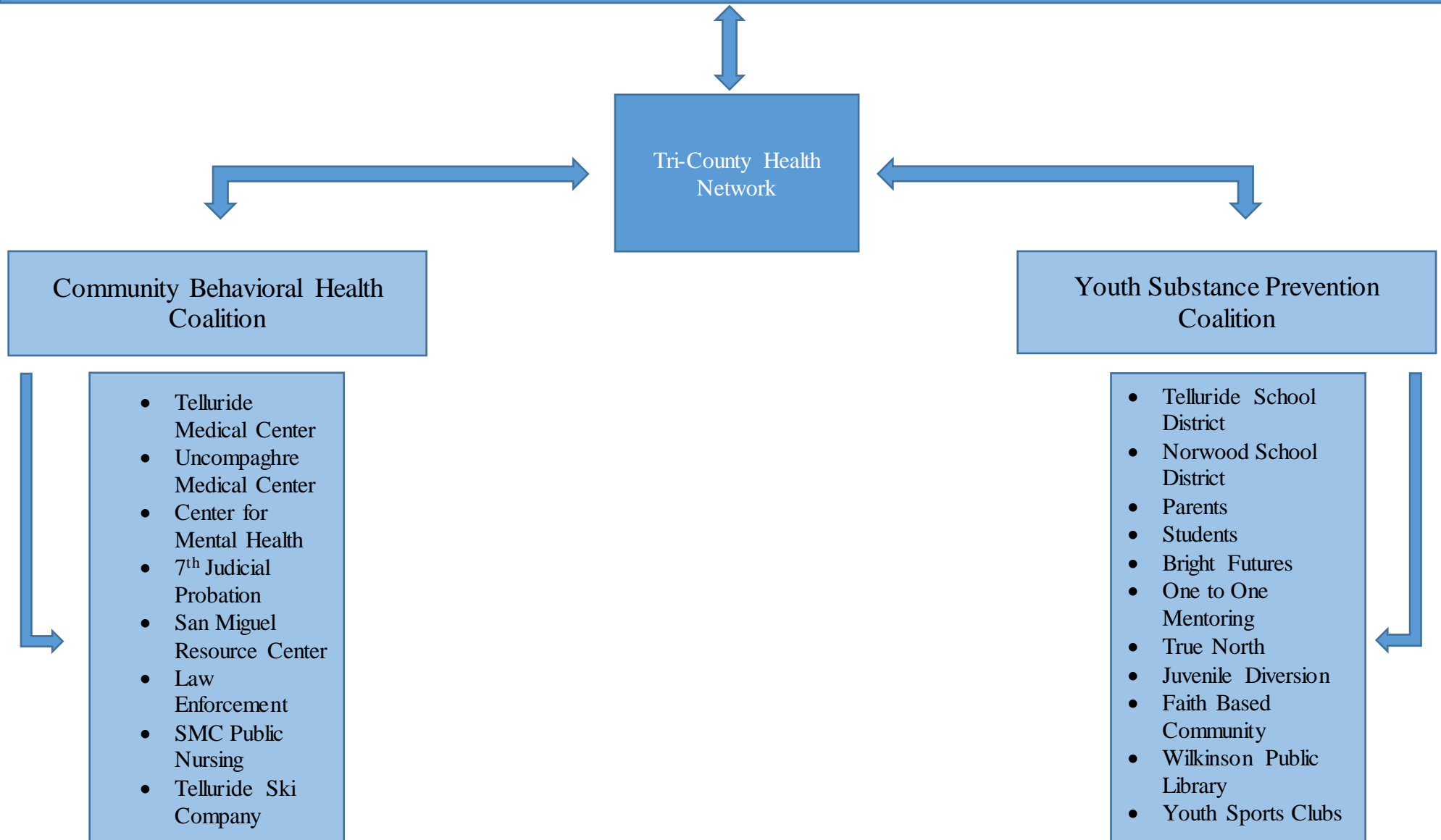
San Miguel Resource Center

Telluride Medical Center

Uncompaghre Medical Center

Telluride School District

Tri County Health Network



**TO:** MAYOR JANSEN AND TOWN COUNCIL  
**FROM:** DEANNA DREW, ENVIRONMENTAL SERVICES DIRECTOR  
**SUBJECT:** **SMART IRRIGATION CONTROLS WATER CONSERVATION INCENTIVE PROGRAM**  
**DATE:** AUGUST 18, 2016  
**CC:** FINN KJOME, JD WISE

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**BACKGROUND:**

The Mountain Village Town Council has expressed an interest in encouraging water conservation in the community, and directed staff to consider options for incentivizing residents and businesses to conserve water where possible.

An internal water conservation committee was developed, whose members include: Michelle Sherry, TMV Town Council; Finn Kjome, director of public works and water department; Deanna Drew, director of environmental services, and JD Wise, manager of environmental services and grounds keeping.

This committee has met several times to review TMV water usage data, and to learn about and strategize ways to encourage responsible and sustainable water use in the community. **NOTE: This program does not affect our existing policy for water restrictions during drought years.**

After significant discussions, the water conservation committee is launching a Water Conservation Incentive Program that includes: Step 1) enhanced water conservation education including water loss prevention tools; and Step 2) financial incentives for smart controllers on lawn irrigation systems to conserve water.

Details of our program are listed below.

**Step 1: Enhanced Water Conservation and Water Loss Prevention Education**

It was discussed that water loss and water conservation are two separate concepts. Water loss is an unintentional consequence that occurs both inside the home and outside the home when water infrastructure breaks or does not function properly. Examples of this include leaking/running toilets, broken pipes, or broken sprinkler systems.

When water loss occurs undetected, the resident can incur significant costs for the water that was wasted. In addition, this water requires a significant amount of energy to be pumped up from deep in the ground, collected, treated and distributed by the town. In Step 1, we propose educating our residents how to protect themselves against costly water loss and informing them of tools for preventing the unnecessary waste of water and energy. This includes:

- More facts and figures regarding water loss and loss prevention on the website, water bills, emails.
- Explanation of special devices that may be installed on water systems inside and outside the home to detect and prevent water loss including water leak sensors and irrigation master valves.

And, we will continue to educate our residents and businesses on the positive impact of water conservation activities, including:

- Enhanced tips for water conservation activities including rainwater collection, low-use showering, shaving, bathing, irrigating, etc. on website, water bills, emails.

## **Step 2: Financial Incentives for EPA WaterSense Smart Irrigation Controllers**

TMV water usage data indicates that water conservation efforts may be most effective during the summer irrigation season, when a drastic increase in water usage occurs for landscaping purposes. (Note: A review of the town's current landscaping and water service regulations was also performed by staff and determined to be adequate.)

Although the town absolutely supports using enough water to keep our residents' lawns healthy and flowers blooming, we want to encourage the smart use of water that incorporates a variety of local weather data to ensure only the necessary amount of water is being used to achieve desired results and so that water waste is minimized.

Technology for irrigation controls that monitor weather patterns to adjust watering is advancing rapidly. There are currently several irrigation controls that carry the EPA WaterSense label and incorporate local weather data to control the amount of water needed for different irrigation zones. Weather factors that are monitored by smart irrigation controllers include ET (evapotranspiration) rates, air temperature, wind speed, humidity, soil moisture, rain amounts, current and predicted weather, and more.

Some of these controllers can be monitored over the internet and the settings controlled remotely, while others can be linked to other "smart" devices in your home. TMV will offer a financial incentive – the full cost of the controller up to \$500 each – to our residents, so that they can use irrigation water wisely and effectively and in conjunction with local weather patterns.

This includes:

- Free site visit by staff irrigation specialist JD Wise to tour property and explain options to property owners. Property owner is also encouraged to work with landscapers, irrigators, and /or property managers to install, program and manage controllers.
- Links to website page describing different types of EPA- approved WaterSense controllers and applications in detail. Property owner (with landscaper, etc.) chooses which controller is appropriate for the property's needs and moves forward with purchase, installation and programming.
- Property owner applies to Town water department for rebate of 100% cost of controller up to \$500 each. Properties with many irrigation zones may require two or three controllers. We currently have \$20,000 (from water revenues) earmarked in the 2016 water department budget for this program and we expect the program to be continued through 2017.
- Program is available to Mountain Village, Ski Ranches, and Elk Meadows developments. All three of these communities purchase water from Mountain Village and affect our overall usage totals. Success of program will be monitored by the water department using monthly water usage data.

**QUESTIONS?**

**THANKS FOR YOUR SUPPORT**

**Town of Mountain Village  
HUMAN RESOURCES DEPARTMENT  
Biannual Report to Town Council**

February 2016 – July 2016

*The Town of Mountain Village is dedicated to providing exceptional facilities, services and opportunities, in partnership with the community, which will enhance the quality of life for our residents, homeowners, employees, and guests.*

**HUMAN RESOURCES STAFF:**

Sue Kunz, HR Director  
Corrie McMills, HR Coordinator

**SUMMARY**

- 42% of TMV employees are over age 50
- Average employee tenure is 5.4 years
- 53% of employees currently live in Telluride/ Mountain Village
- 29% of employees commute over 50 miles one way
- 30% of terminations were for other employment
- We are providing four furnished 'job attached' units at VCA (up to 8 employees) to essential employees

ACA	Affordable Care Act
CIRSA	Colorado Intergovernmental Risk Sharing Agency (property / casualty insurance)
CEBT	Colorado Employer Benefit Trust (medical insurance)
DOT	Department of Transportation
EAP	Employee Assistance Program
FMLA	Family Medical Leave Act
MSEC	Mountain States Employers Council
PERA	Colorado Public Employees Retirement Association (in lieu of social security)
Pinnacol	Administers Workers Compensation claims
PSPC	Public Sector Personnel Consultants
TMV	Town of Mountain Village

**DEPARTMENT GOALS**

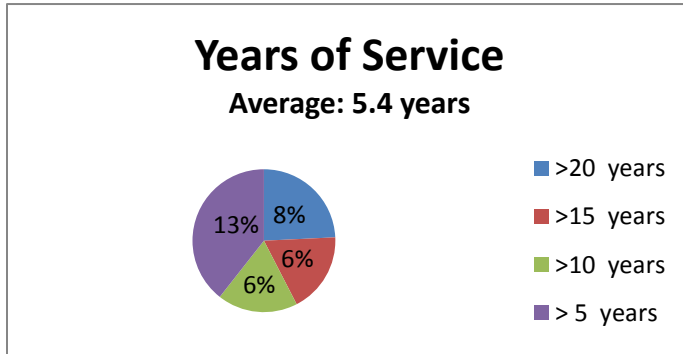
1. **Recruitment:** Assist management with timely and lawful recruitment processes to maintain proper staffing levels and retain high-performing, well qualified employees
2. **Compensation & Benefits:** Provide attractive compensation and benefits package to attract and retain high-performing, well-qualified employees
3. **Staff Training & Professional Development:** Coordinate staff training & professional development opportunities
4. **Performance documentation:** Assist management with evaluating staff and conducting performance reviews
5. **Safety:** Oversee the Safety Committee, CIRSA audits and inspections, accident investigations and reporting, workers compensation, and safety programs to provide a safe workplace & minimize workplace injuries
6. **Fiscal Responsibility:** Prepare and stay within the HR department's approved budget. Actively seek opportunities to optimize financial costs and investments when making decisions
7. **Policy Administration:** Administer and enforce town policies in compliance with state/federal laws and town goals
8. **Payroll & Recordkeeping:** Maintain accurate personnel documents in compliance with the Colorado Retention Schedule and ensure accurate payroll information
9. **Environment:** Operate the department in an environmentally sustainable and sensitive manner including the responsible use of electricity, natural gas, fuel, paper, water, and chemicals

**PERFORMANCE MEASURES**

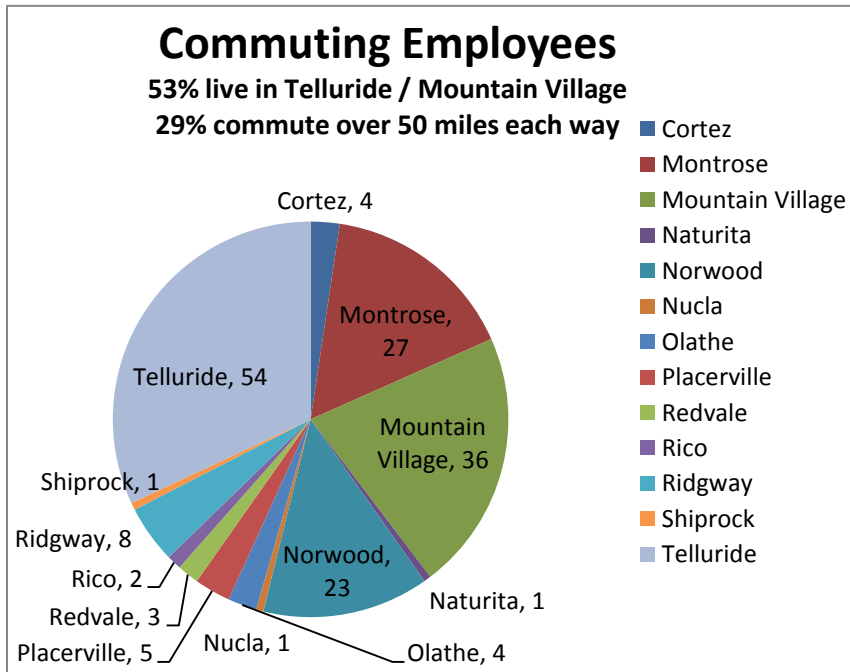
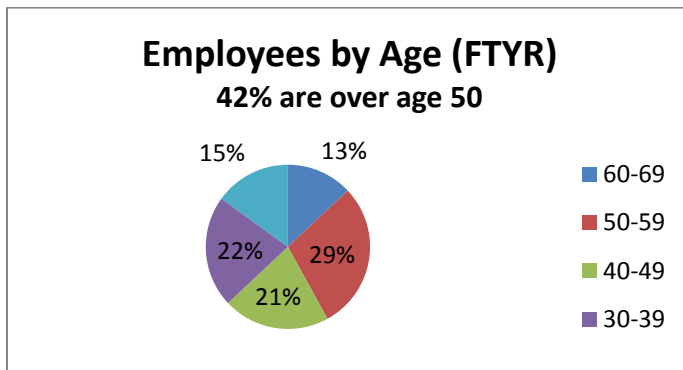
**1. Recruitment /Retention**

**Goal:** we need to keep our valued employees

**Current Employee Statistics:**



Average Years of Service	
All employees	5.4
Full time, year round	7.8
Seasonal	2.9

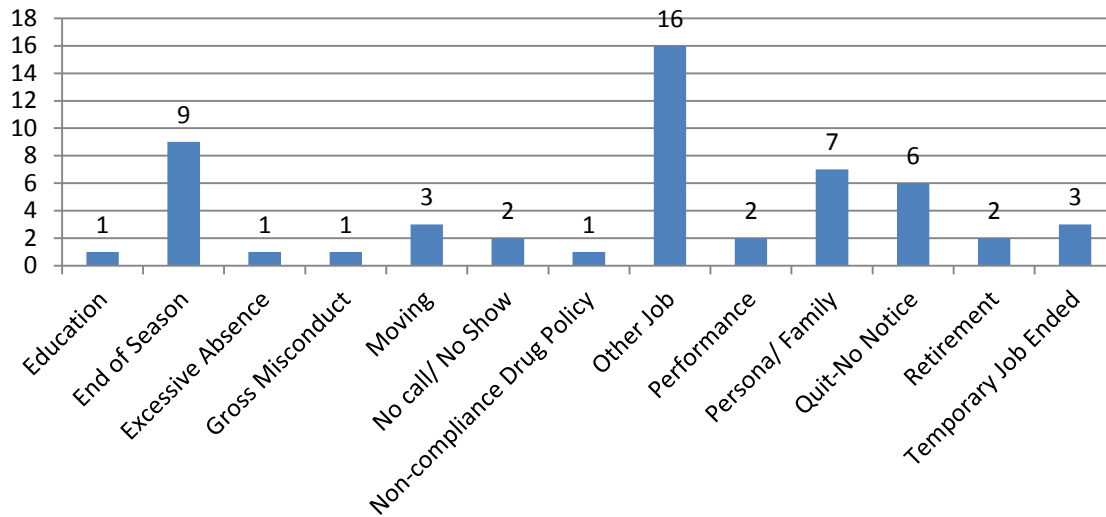


**Employee Headcount**

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Full time	140	133	131	121	120	115	106	101	100	102

## Reasons for Termination

30% were for other employment



### Turnover – full time employees

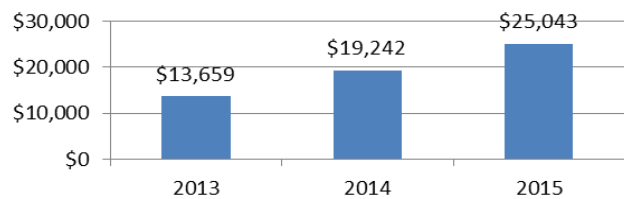
2016 YTD	17%
2015	19%
2014	15%
2013	21%
2012	19%

### Turnover -seasonal employees

summer 2015	31%
winter 14-15	13%
summer 2014	47%
winter 13-14	22%
summer 2013	38%

### Recruiting Costs

(background checks and advertising costs)



### Hard to fill positions:

Gondola operators. Job requirements include random drug testing, winter driving experience, working outside during all weather conditions, late nights or early mornings (shifts either start at 5:30 am or end at 1 am, or later)

Ridership has increased by 20% but the staffing levels are the same. Being chronically short-staffed has not enabled employees to take time off.

Benefits include four day work weeks, season ski pass, set schedule (consistent paycheck), advancement opportunities, and great benefits for full time, year round employees.

- Seasonal wages were increased, effective 1/1/2015, to \$14/hr. + \$1/hr. end of season bonus and include a season ski pass (employees working >20 hrs./week)
- Returning seasonal employees (consecutive seasons) will be eligible for a merit increase as budgeted, same as full time, year round employees (if 2% merit increase is budgeted: 1<sup>st</sup> season= \$14/hr.; 2<sup>nd</sup> season = \$14.14; 3<sup>rd</sup> season = \$14.28
  1. Requirements include 20 hrs./week minimum; minimum 500 hours in previous season; evaluation score of 3.0 or better; must complete previous season

## 2016 seasonal job market

- It's a job seekers market
  - Lowest unemployment rates nationally in 15 years (2.9%)
  - Everyone who wants to work is working
  - 93% of gondola operators are from out-of-state
- Housing – tight housing market, high cost of housing, long commutes
  - Five new hires are camping this summer
- Wages – relative low pay for drivers/operators
- 50% are using mobile devices for applications
  - Wages have increased on average 2% for 2016 first quarter

## What are we doing?

- Corrie is managing four furnished 'job attached' VCA apartments (for up to 8 essential employees).
- Recruiting seasonal employees national-wide with all other parks/ resorts (coolworks.com)
- Drug testing in-house to prevent long delays in offering positions. (Corrie is now Collector certified).
- Enhanced recruitment screening process
- Filling positions before they are available

## 2. Compensation & Benefits Administration.

Provide attractive compensation and benefits package to retain high-performing, well-qualified employees; assist employees in the utilization of benefit programs; annual review of compensation and benefits and look to reduce benefit expenses; continue to develop the wellness reimbursement plan; coordinate employee functions and appreciation incentives.

### Employee Satisfaction Survey, completed January 2016

88% of employees stated that they were overall 'satisfied' or 'very satisfied' with town employment

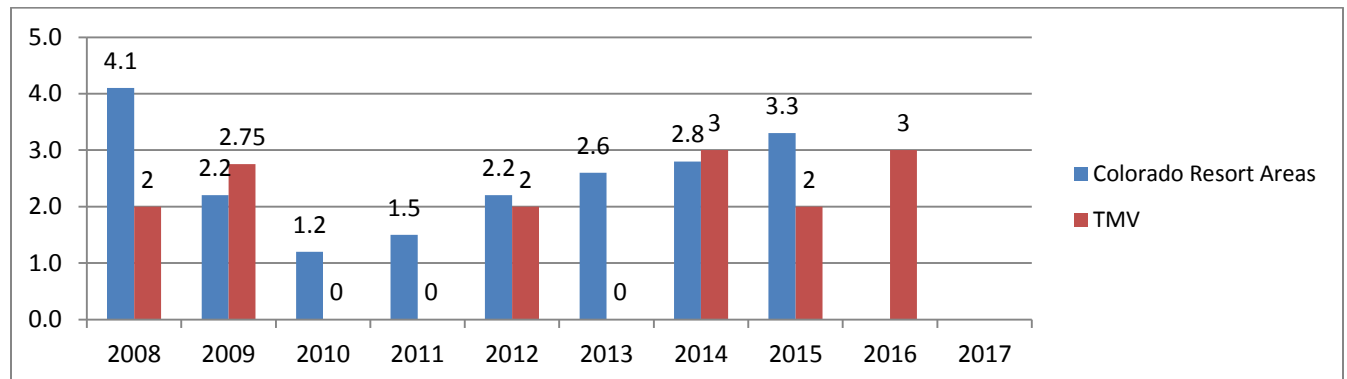
## COMPENSATION

As part of the 2008 Compensation Study (PSPC), the town agreed to the following compensation philosophy:

*It is the policy of the Town of Mountain Village to place its salary range assignment for job classes at 100% of the prevailing rates (+/- 5%) paid for similar occupations by the public and private employers with whom we compete for high quality staff, if financially able, based on the non-weighted rates of the designated comparator employers.*

In order to continue to maintain our current salary range assignments, we need to offer the ability for more than a 3.5% increase or we will fall behind our comparator employers.

### Historic Percent Pay Increases (MSEC Colorado Benchmark Compensation Survey)



\*Colorado Resort Areas: 33 organizations including Aspen, Gunnison, Steamboat, Avon, Breckenridge, Carbondale, Dillon, Frisco, Silverthorne, Vail...



Cost of Living Differentials in Colorado		
CSU-Colorado State Demographer Elizabeth Garner		
County	COL	Ranking in State
Pitkin	206.2	1
San Miguel	126.1	2
Summit	120.9	3
Eagle	117	4
Ouray	107.25	10
Denver	103.14	15
Montrose	95.61	34

## Cost of Living & Salary Comparison

(Economic Research Institute ERI)

Base city is Denver (represents 100%)

City	May 2016	
	Cost of living %	Salary %
Aspen	123.6	97.9
Silverthorne	98.2	98.9
Steamboat	87.7	98.7
Vail	136.8	99.8

## BENEFITS

### Health, Dental, Vision Insurance

#### History

In 2007, Mountain Village changed from a self-insured plan to a fully insured plan with Colorado Employers Benefit Trust (CEBT), a pool of 260 Colorado municipalities with about 25,000 members. Total costs for this plan (factoring in the potential for a 10% increase in premiums) are \$1.2 million, a savings from being self-funded of \$196,000, and \$70,000 savings to the long term plan with costs at about \$8,000 / FTE.

- Co-pays increased from \$25 to \$35
- In Network increased \$500/\$1250 to \$1000/\$3000
- Out of network \$1000/\$2500 to \$1000/\$3000

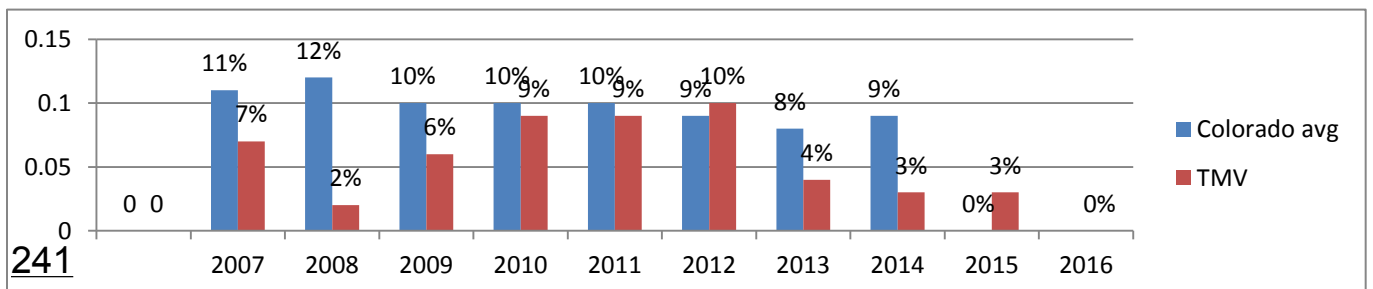
In 2010, due to a CEBT surplus, we received a Premium holiday for one month.

In 2012, when faced with a possible 20% premium increase, TMV changed from a PPO3 to a PPO4 plan and added the HD15 plan, which increased co-pays, deductibles and maximum out of pocket for employees but reduced our premiums from a 19% increase to a 6% increase. (\$15,000 savings)

- Co-pays increased from \$35 to \$45
- Deductibles increased from \$1000 to \$1500
- Maximum out of pocket from \$3750 to \$4000 (individual) and from \$7500 to \$8000 (family)

In 2016, there was no increase to employee premiums

## Increase in Health Care Premiums (MSEC Survey of Colorado employers)



## Life Insurance

Mountain Village has historically offered a \$30,000 term life insurance policy to each of its full time year round employees through Business Men's Assurance (BMA) at a cost of \$12 per month. (Total annual cost \$18,720.) Effective January 1, 2007 the Town provides employees a \$50,000 term life insurance policy at a cost of \$7.00 per month. The Town also provides family coverage of \$5000 for spouse and \$2000 for children at a cost of \$ 0.95 per family per month.

## Voluntary Life Insurance

### CEBT Life Insurance

18% of employees purchase additional voluntary life insurance through CEBT.

### PERA Life Insurance

10% of eligible employees also purchase additional voluntary life insurance through PERA.

## 401K

In April 2008, the town amended 401(k) benefits. The employer maximum match was reduced from 9% to a maximum of 5% for all new employees.

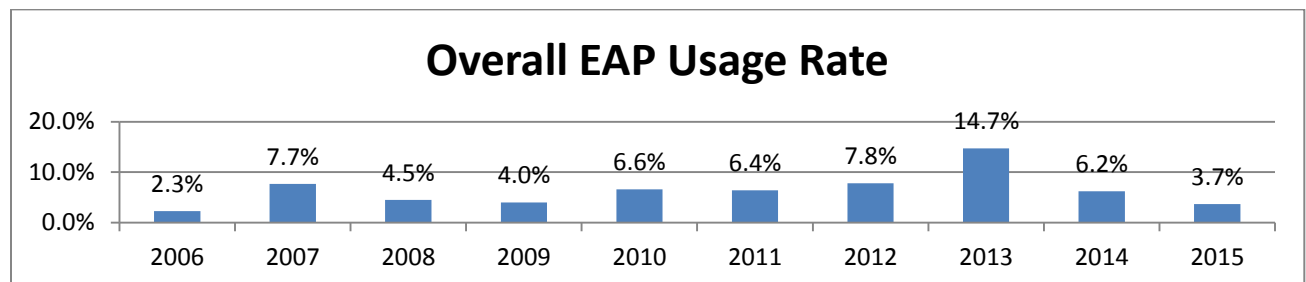
## Paid Time Off (PTO)

In February 2008, pursuant the 2008 Salary Plan (PSPC) that the town was behind the comparator towns in years 1-10 on vacation accrual, the town increased the accrual rate to 13 PTO days per year and 7 holidays.

In November 2013, the PTO payout cap and the total bankable hours were reduced for all new employees.

## EAP Usage

In 2006, the town changed from Paradis to Triad EAP and added White River Counseling as the Substance Abuse Professional (SAP).



### 3. Staff Training & Professional Development

**Succession planning:** With 42% of employees over age 50, we are reviewing our training and path incentives for career growth

### 4. Performance Documentation

Assist management with evaluating staff and conducting performance reviews

- Annual reviews are conducted in December
- Seasonal employees receive reviews at the end of both the summer and winter seasons
- New supervisors receive a 90 day review

**5. Safety.**

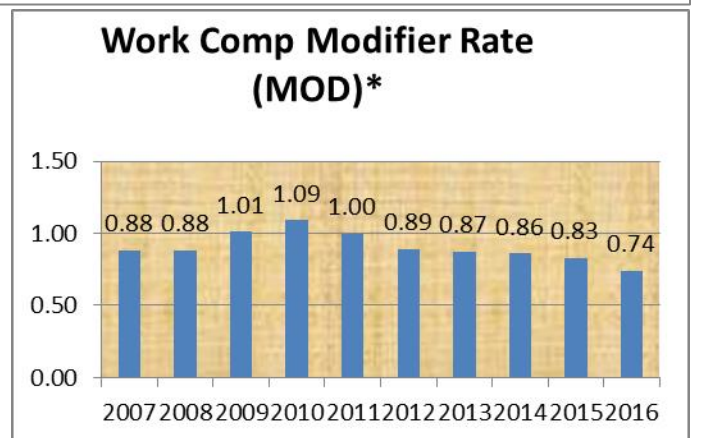
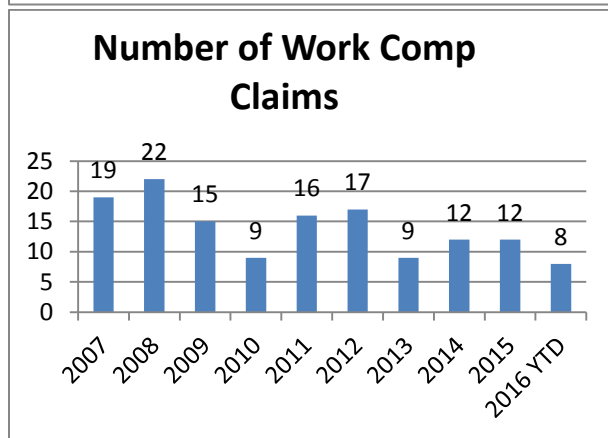
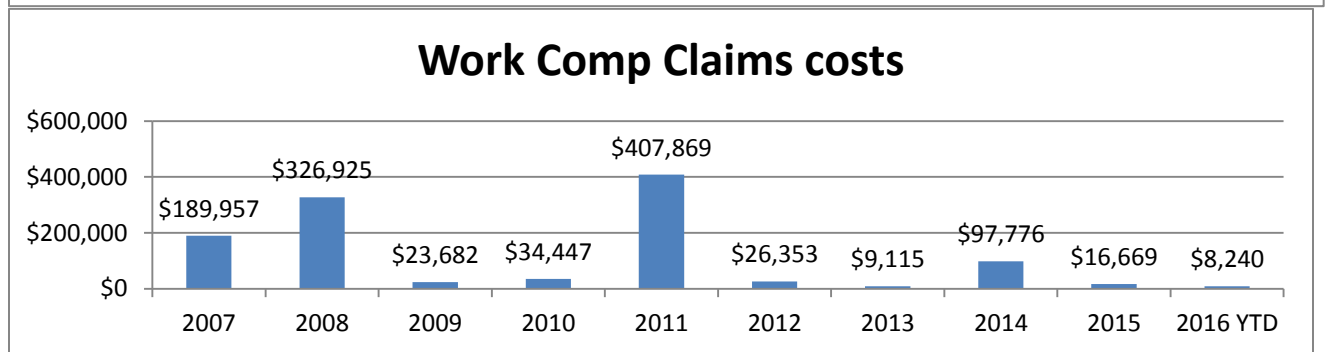
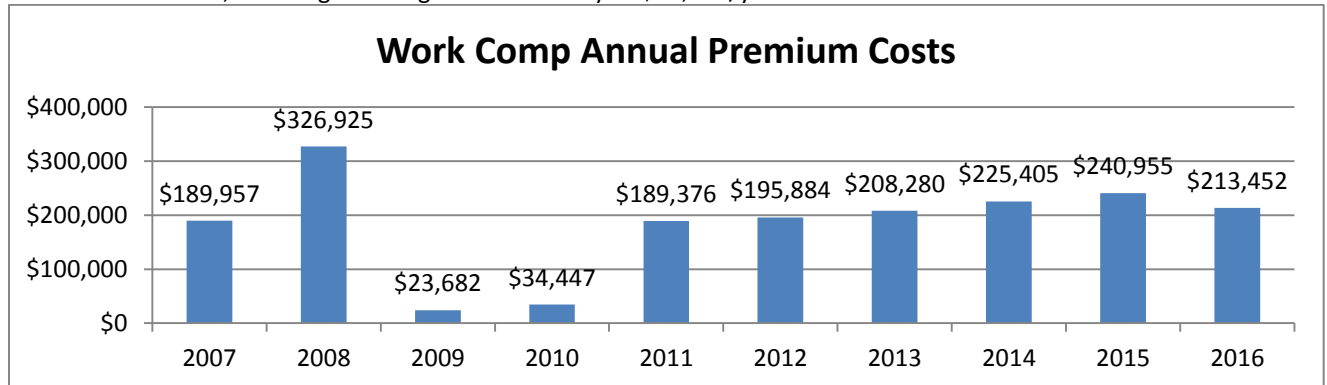
Oversee the Safety Committee & monthly meetings, safety reporting, loss control and safety programs to minimize injuries and the loss of property; process workers compensation claims within 48 hours; promote safety incentives for a safety free workplace (to include 1-year accident free awards, team safety bucks, & lottery tickets); and utilize the return-to-work program after injuries. Conduct biannual CIRSA inspections and audits and respond to deficiencies.

**Workers Compensation**

Effective Jan. 1, 2007 all employees are now covered under **Pinnacol Insurance**. Previously MVMD employees were covered under Colorado Special Districts and Town employees were covered under CIRSA.

**Cost Containment Certification**

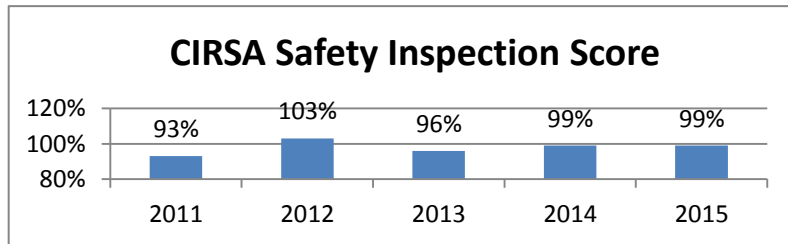
Certified since 2009, resulting in savings of 5% annually or \$10,000/year



\*MOD is the adjustment of annual premium based on loss experience, typically from the past three years.  
-The lower the number the better!

Low claims and low claims costs in 2015 resulted in savings:

Cost Containment Certification	\$11,640 credit
Premium discount	\$20,899 credit
MOD rating	\$71,434 credit
Deductible discount	\$15,805 credit



**6. Fiscal Responsibility**

Prepare and stay within the HR department’s approved budget. Actively seek opportunities to optimize financial costs and investments when making decisions

Further reduced costs by in-house drug testing

**7. Policy Administration**

- Affordable Health Care Act (ACA) reporting compliant with 2016 regulations. Three seasonal employees became eligible for health care for working more than 1560 hours in 2015
- Major Marijuana Case Decided in Employers' Favor in June 2015 which solidifies the employer’s ability to terminate employees for marijuana use in or out of the workplace.
- FLSA changes effective in 2016 mean higher minimum salaries for exempt employees. (minimum \$50,440)
- No more use it or lose it vacation pay (applies to private sector only)
- Employee handbook updated and approved by council on February 11, 2016.
- Under the Family Medical Leave Act (FMLA), eligible employees in legal same-sex marriages will be able to take FMLA leave to care for spouse or family member, regardless of where they live.

**DOT DRUG & ALCOHOL COMPLIANCE**

Corrie McMills, HR Coordinator is now a certified Drug Testing Collector and can conduct required drug testing on site. Previously we had difficulty getting appointments. When test results were delayed 5-7 days, applicants would often accept another offer with another employer.

- **Drug & Alcohol Policy- Safety Sensitive Employees updated and approved by town council on February 19, 2015**
- **Drug & Alcohol Policy – Non-Safety Sensitive Employees updated and approved by town council on February 19, 2015**

**All required drug testing and reporting is current. Required training is completed.**

- **DOT Reasonable Suspicion Training – June 29, 2016**
- **DOT Effects of Drugs & Alcohol training (in house) – May 16, 2016**

DRUG & ALCOHOL TESTING													
	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
Positive tests-marijuana	2	3	2	1		2	2	2	2	8	5	4	4
Positive tests-opiates		1											
Positive tests-cocaine						1				1	1	1	1
Positive tests-amphetamines													1
<b>total</b>	<b>1</b>	<b>4</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>9</b>	<b>6</b>	<b>5</b>	<b>6</b>

**8. Payroll & Recordkeeping**

Employee files are current. New hire packets are completed on or before the first day of employment. Personnel files scanned into *Ultipro* as appropriate according to state retention schedule.

**9. Environment.**

- **Forms, applications, policies, handbooks are all available electronically significantly reducing paper.**
- Bimonthly newsletter: **HR Insider Newsletter** includes Environmental Tips for the workplace.



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

**1. Great Services Award Program**

- **July Great Services Award:**
  - **Nate Wilson & Melvin Spor** – Road and Bridge – nominated by Carol Armstrong for helping clean up bear scat
  - **Patrick Drew** - For Professionalism and expertise in leading a very important site walk with the Army Corps and EPA in regards to the proposed hospital in Mountain Village **WINNER FOR JULY**

**2. Medical Center**

- A site visit was conducted with the Army Corps of Engineers, Environmental Protection Agency, Town, the Medical Center and our wetland consultant to walk the affected property and proposed mitigation sites. The Army Corps submitted several additional questions which have been answered
- The Army Corps should have completed their review of the mitigation plan and provide comments and questions to our consultant by August 12th
- Attended the Medical Center Open House hosted by TMVOA with CEO John Gardner presenting

**3. RTA**

- Town of Telluride, San Miguel County and Town of Mountain Village all conducted their second public hearing to receive public comment on the draft IGA. All three entities also approved the Intergovernmental Agreement for the RTA subject to consent of the voters
- A follow up meeting was held by the intergovernmental group to discuss campaign group, educate ourselves on the formal ballot language and discuss any other necessary items.
- A subcommittee was formed to prepare Frequently Asked Questions (“FAQ”) and factual summary regarding the RTA to help educate the public on the issues. The subcommittee includes Cath Jett, Joan May, and Sean Murphy with staff support. This subcommittee met on August 2<sup>nd</sup> to begin development of the Fact Sheet
- Town Managers and County Administrator met to continue development of a draft budget/cash flow and job description for the Executive Director

- The Intergovernmental group will meet again on August 15<sup>th</sup> to review the FAQ and factual summary, budget scenarios and a timeline for the ballot measure including next steps

#### 4. Miscellaneous

- Kevin Swain, Julie Vergari and I met with each department head to review the first draft of the Revised 2016 and Proposed 2017 Budgets
- The Finance and Budget Committee met to review the first draft of the revised 2016 and proposed 2017 budgets to provide input and direction to staff for the first presentation of the budget to Council at the September Council meeting
- Held a retirement party for Dink Davis to thank him for his over 30 years of service to the Mountain Village
- Met with representatives from Crown Castle, San Miguel County and Town of Telluride to discuss the latest determination of the FAA regarding the tower at Coonskin Ridge. Crown Castle will provide all three entities with information regarding efficacy of the current site for improved service versus any alternatives studies that they may have initiated. Once that information has been disseminated, a joint meeting of the County and Mountain Village may be scheduled
- Attended the Medical Center Open House hosted by TMVOA with CEO John Gardner presenting



TOWN OF MOUNTAIN VILLAGE  
Town Council Regular Meeting  
August 18, 2016  
8:30 a.m.

During Mountain Village government meetings and forums, there will be an opportunity for the public to speak. If you would like to address the board(s), we ask that you approach the podium, state your name and affiliation, and speak into the microphone. Meetings are filmed and archived and the audio is recorded, so it is necessary to speak loud and clear for the listening audience. If you provide your email address below, we will add you to our distribution list ensuring you will receive timely and important news and information about the Town of Mountain Village. Thank you for your cooperation.

NAME: (PLEASE PRINT!!)

✓ Nick Swyka	EMAIL:	
✓ ART GOODINER	EMAIL:	SNL
✓ Richard Stom	EMAIL:	
✓ Abel Chavez	EMAIL:	
✓ Tim Kunkleman	EMAIL:	
✓ Mike Fitzhugh	EMAIL:	mikemericana@gmail.com
✓ Stef Salomon	EMAIL:	stefanie@kelski.com
✓ Deb Gesmundo	EMAIL:	
✓ Berto Fara	EMAIL:	
✓ Tom McCall	EMAIL:	
✓ Anton Benitez	EMAIL:	
✓ Angela Pashyan	EMAIL:	
✓ Bill Jensen	EMAIL:	
✓ Cary Howe	EMAIL:	
✓ <del>Stacy</del>	EMAIL:	
✓ RAY RYCKARD	EMAIL:	
✓ Matt Eumstein	EMAIL:	mzumstein@fs.fed.us
✓ LIZ CATON	EMAIL:	
✓ PHIL EVANS	EMAIL:	
✓ <del>Frank Brown</del>	EMAIL:	
✓ Jean Vatter	EMAIL:	
✓ Elizabeth Shuffings	EMAIL:	info@sanniquelwatershed.org
✓ DAVID ECKMAN	EMAIL:	
✓ LUKE TRUSILLO	EMAIL:	
✓ Paul Reul	EMAIL:	
✓ Jennifer Dieckman	EMAIL:	jdieckman@centermh.org





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# **ORGANIZATIONAL OVERVIEW**

**March 2016**

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## **Introduction and Overview**

Continental Community Holdings, LLC, along with its affiliated and wholly owned entities (collectively, "Continental Communities" or the "Company") is one of the largest fully-integrated real estate operating companies that exclusively owns and operates/manages affordable, high-quality manufactured housing communities, recreational vehicle/park model resort communities and associated rental apartment units in select markets across the United States. Since its formation in June 1997, the Company has acquired sixty (60) properties comprising approximately 16,250 home sites and rental apartment units.

As of March 2016, Continental Communities owns, manages and operates forty-nine (49) housing communities located in twelve (12) states containing approximately 12,400 home sites and rental apartment units. As an active acquirer of affordable housing properties, the Company maintains an active pipeline of new investment opportunities that provide affordable housing for families and active retiree-oriented residents in select markets across the U.S.

Please note that many of our communities serve local workforce housing demand due to locations that are in close proximity to local employment areas.

Since its inception, Continental Communities has been recognized among its peers as having one of the most experienced community management organizations in the industry. Additionally, it is acknowledged that the Company has one of the most geographically-diverse, high-quality portfolios of affordable manufactured housing communities, park model/recreational vehicle resorts and associated rental apartment units in the industry.

### Acquisition and Development Investment Strategy

The Company's acquisition and development strategy is to pursue both single-asset and multi-asset transactions for long-term ownership. More specifically, the Company's strategy is to pursue investment opportunities within the following residential-oriented investment sectors: (i) manufactured housing communities, (ii) park model/recreational vehicle resort communities, and (iii) multi-family residential rental apartment communities. In all cases, investment opportunities will be pursued in areas where economic and demographic trends are favorable over a long-term horizon.

The Company's on-going investment strategy includes the acquisition of affordable housing rental properties that serve local workforce housing demand in areas where the cost of traditional housing is not economically feasible for local area employees and residents.

## **Company Management and Leadership**

The co-founders of Continental Communities (the “Managing Principals”) have in excess of 55 years of specific experience within the manufactured housing, park model / recreational vehicle and multi-family residential sectors, including specific expertise in the areas of acquisitions / re-development, finance, accounting and portfolio / asset management and on-site operations.

The biographies of the Managing Principals are summarized below:

### **Daniel T. Van Voorhis** *Co-Founder, President and Chief Executive Officer*

Mr. Van Voorhis is responsible for leading the overall growth and operating strategies of Continental Communities, including all capital markets activities. Prior to co-founding Continental Communities, Mr. Van Voorhis founded Property Capital Investment Corporation in 1995 to own and operate manufactured home communities. From 1992-1996, Mr. Van Voorhis was employed with Heller Financial, Inc. (“Heller”) as Senior Investment Officer, and most recently as Director of Commercial Real Estate Mortgage & Equity Finance. While at Heller, Mr. Van Voorhis played an integral role in originating and structuring direct equity investments and debt financings for Heller’s commercial real estate investment portfolio with an emphasis in manufactured housing, multi-family residential, industrial/warehouse and self-storage.

Mr. Van Voorhis, a *Phi Beta Kappa Scholar*, holds a Bachelor of Arts degree (Magna Cum Laude) in Economics and Management from Albion College (1983) and an MBA degree in Marketing and Finance from the J.L. Kellogg Graduate School of Management at Northwestern University (1988). Mr. Van Voorhis is also a 2013 graduate of the Owner/President Management Program at Harvard Business School.

### **Robert M. Fitzgerald** *Co-Founder, Executive Vice President and Chief Operating Officer*

Mr. Fitzgerald is responsible for portfolio operations of Continental Communities, including financial reporting and asset management. Prior to co-founding Continental Communities, Mr. Fitzgerald was employed since 1985 by a privately held owner / operator of manufactured home communities. Mr. Fitzgerald maintained an integral role in the company’s growth, and was most recently employed as Chief Operating Officer and Controller with responsibility for portfolio operations and financial reporting. Mr. Fitzgerald, a certified public accountant, holds a Bachelor of Arts degree in Accounting from Southern Illinois University.

## **Company Management and Leadership** (continued)

### **William H. McCrea** *Vice President / Acquisitions*

Mr. McCrea's principal responsibilities involve originating and executing acquisitions. Previously, Mr. McCrea was employed as Vice President in the Chicago office of the Witkoff Group, a private real estate investment company focused on the office sector. Prior to joining Witkoff, Mr. McCrea was employed by Richard Ellis Inc., where he was an Associate in the Investment Group. At Richard Ellis, Mr. McCrea advised clients on the sale, acquisition and financing of commercial property located in most major markets across the U.S. Mr. McCrea received a Bachelor of Arts degree in Economics from Northwestern University and Masters Degrees in Business Administration and Real Estate Appraisal and Investment Analysis from the University of Wisconsin at Madison.

## Portfolio Summary

As of March 2016, the Company owns / manages and operates affordable housing communities in the following locations:

<u>Location</u>	<u># Communities</u>	<u># Home Sites</u>
ARIZONA		
Tucson	1	144
Phoenix	2	734
<i>Tucson</i>	3	472 (S)
<i>Mesa</i>	2	2,282 (S)
COLORADO		
Colorado Springs	2	460
Grand Junction	1	435
INDIANA		
Columbus	2	1,120
DeMotte	1	248
Bloomington	1	278
<i>Indianapolis</i>	1	204 (S)
IOWA		
Marshalltown	1	207
<i>Marshalltown</i>	1	144 (S)
KENTUCKY		
<i>Covington</i>	1	150 (S)
MICHIGAN		
Traverse City	1	201
Grand Haven	1	126
Stevensville	1	106
Ann Arbor MSA	1	648
Stevensville	1	110
MINNESOTA		
Red Wing	1	168
St. Peter	1	153
Mankato	1	219
Jordan	1	290
Rochester	1	215
Mankato	1	400
Cottage Grove	1	104
<i>Oronoco</i>	1	215 (S)
NEBRASKA		
Omaha	1	531
NEW MEXICO		
<i>Los Alamos</i>	1	180 (S)
NEW JERSEY		
Williamstown	1	700

## Portfolio Summary (continued)

<u>Location</u>	<u># Communities</u>	<u># Home Sites</u>
NEW YORK		
Bloomingburg	1	175
OHIO		
Streetsboro	2	800
Massillon	1	312
Akron	2	243
PENNSYLVANIA		
Washington	3	562
Allentown	1	353
Reading	1	178
Mercer	2	278
Pittsburgh	2	627
<i>Honey Brook</i>	1	236 (S)
WISCONSIN		
Kenosha	1	117
West Allis	1	200
Stevens Point	1	111
Burlington	1	191
Little Chute	1	104
Wausau	1	186
Johnson Creek	2	174
Merrill	<u>1</u>	<u>148</u>
<b>Total Existing Portfolio</b>	<b>49</b>	<b>12,356</b>
<b>Communities Sold</b>	<b><u>11</u></b>	<b><u>3,883</u></b>
<b>Total</b>	<b>60</b>	<b>16,239</b>

NOTES:

(S) Denotes previously sold community.



## **Financial Resources and Relationships**

Continental Communities has successfully acquired sixty (60) quality manufactured housing communities, park model/recreational vehicle resorts and associated rental apartment units with more than 16,000 home sites since 1997, in conjunction with equity and equity-oriented investments from both private and institutional funding partners.

Since its inception, the Company has secured nearly \$200,000,000 in private and institutional equity and equity-oriented capital to facilitate its growth. To augment its equity capital, the Company has secured financing from many of the largest capital providers in the United States, including (without limitation): Fannie Mae, Freddie Mac, Wells Fargo Bank, Bank of America, CapitalSource Bank, LaSalle National Bank, J.P. Morgan, Ohio National Life Insurance Company, Sun America Life Insurance Company, GE Capital, Heller Financial, Prudential Mortgage Capital, Cantor Commercial Real Estate Funding and Ladder Capital.

## **Investment and Growth Strategy**

The Company's growth and investment strategy is primarily focused on acquiring quality assets that are located in select markets across the U.S. The Company's investment strategy targets both "family-oriented" and "age-restricted" affordable housing communities.

The Company's underlying investment philosophy is to provide our residents with an affordable, safe and enjoyable living environment in some of the best surroundings across the United States.

### Local Workforce Housing

It should be noted that many of our communities serve local workforce housing demand due to locations that are in close proximity to local employment areas.

### Regional Beachhead Approach

Within its investment and growth strategy, the Company incorporates a "beachhead" approach to regional growth; that is, acquisition efforts are focused on local market areas where the opportunity exists to create a local portfolio of at least 200-500 residential housing units within 24 months after initial entry into a particular market area.

### General Housing Investment Criteria

In general, the Company focuses on single- and multi-asset investment and development opportunities that exhibit the following general characteristics:

- Local Areas Exhibiting Favorable Alternative Affordability Dynamics
- Minimum Community Size of 100 – 150 Rental Sites/Units at Acquisition
- Locations in Close Proximity to Local Employment Areas
- Quality Resident-Oriented Amenities Relative to Local Housing Alternatives
- Attractive Assets with Superior Locational Attributes

Please note that the above are general guidelines and the Managing Principals will also consider acquisition and development opportunities that may not initially meet these characteristics.

## **Asset & Portfolio Management**

The Company's office headquarters is located in suburban Oak Brook, Illinois – a central location that provides relatively direct access to major metropolitan areas and regional markets nationwide. In addition to its corporate office, the Company establishes satellite regional offices as necessary to facilitate its growth and portfolio management requirements. As a fully-integrated real estate operating company, Continental Communities has its own dedicated staff of off-site asset oversight and on-site, full-time property management professionals currently totaling nearly 200 dedicated employees.

### In-House Portfolio Operations and Asset Management

The primary objective of Continental Community Management Services is to proactively manage its portfolio of quality communities for long-term ownership. To that end, the in-house staff of Continental Community Management Services provides general asset management oversight and leadership to its local on-site property management professionals. Some examples of such proactive management include the following: (i) utilizing state-of-the-art computer systems directly linking all communities to the Company's corporate and satellite offices; (ii) continually searching for and hiring the most qualified on-site property management professionals with a commitment to invest in continuing educational programs to augment their "hands on" knowledge and experience; (iii) the development and ongoing implementation of resident retention programs with a commitment to maintaining a safe, enjoyable and affordable living environment for all residents; and (iv) a commitment by the Managing Principals to maximize long-term asset value for the Company's stakeholders through prudent value-oriented capital improvements at the property level to maintain quality and ensure long-term resident stability.

### On-Site Community Management and Resident Services

Each investment made by Continental Communities is managed by a wholly owned subsidiary, Continental Community Management Services, which is responsible for overseeing on-site property management for the Company's investment portfolio. In conjunction with the foregoing, Continental Home Sales, a subsidiary of Continental Community Management Services, directs the company's manufactured home sales (new/pre-owned) and home brokerage operations.

### Additional Personnel Resources

To facilitate the Company's growth objectives and augment the skills of its Managing Principals, Continental Community Management Services maintains additional professionals and dedicated staff personnel in the areas of acquisitions,

**Asset / Portfolio Management** (continued)

market research, transaction underwriting and financial analysis, home sales/brokerage, asset management/operations, accounting and management information systems.

## **For-Sale Housing Residential Lending Platform**

### Chartwell Financial, LLC

In addition to its “growth through community acquisition and development” strategies summarized above, the Company is focused on expanding its for-sale residential home lending services through Chartwell Financial, LLC (“Chartwell Financial”), a wholly-owned subsidiary.

Chartwell Financial was formed in 2004 by the principals of the Company to provide residents of its manufactured housing and park model/recreational vehicle communities with a direct source of financing in conjunction with their purchase of a new or pre-owned manufactured home located within one of the Company’s communities. Chartwell Financial prides itself on providing fast, flexible and creative financing for residents who may not otherwise qualify for traditional financing due to damaged or blemished credit histories.

As of March 2016, Chartwell Financial has originated, closed, serviced and currently administers in excess of \$15,000,000 in chattel financing spread across nearly 900 separate loans. Chartwell Financial has a dedicated loan origination, underwriting and servicing staff located in the Company’s Illinois headquarters.



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**WILLIAM H. MCCREA**  
VICE PRESIDENT/ACQUISITIONS

DIRECT LINE: 630.645.8116  
E-MAIL: [bill\\_mccrea@continentalcommunities.com](mailto:bill_mccrea@continentalcommunities.com)

March 10, 2016

The Honorable Dan Jansen  
Mayor of Mountain Village and  
Members of the Mountain Village Town Council  
455 Mountain Village Boulevard  
Mountain Village, CO 81435

*RE: Village Court Apartments, Mountain Village, CO*

Dear Mayor Jansen and Members of the Town Council:

Attached for your review and consideration, please find an offer from Continental Acquisition Corporation ("Purchaser") to acquire Village Court Apartments (the "Property") from the Town of Mountain Village ("Seller").

As an initial introduction, Continental Communities was founded in 1997 and today owns and operates forty-nine (49) manufactured home communities, recreational vehicle resorts and associated apartment rental units located in twelve (12) states across the U. S., including three (3) communities in the State of Colorado. Our current portfolio provides housing to more than 12,000 families, of which approximately 900 are located in Colorado Springs and Clifton-Grand Junction, Colorado.

Since our inception in 1997, we have created a successful track record of acquiring, owning and managing quality affordable housing properties for the long-term, and are highly-regarded within our industry as providing "best in class" professional on-site management for residents of our communities. You should also understand that many of our communities serve local workforce housing demand due to locations that are in close proximity to local employment areas.

Should the proposed transaction meet with the Town's acceptance, please understand it is our absolute intention to continue operating Village Court as "work force/affordable housing" for the benefit of local area residents, with specific regard to

Village Court Apartments  
March 10, 2016  
Page 2

adhering to the required regulations and guidelines of owning and operating such a rental property in the Town of Mountain Village, Colorado.

I would also note that upon our successful acquisition of Village Court, we would have continued interest in working with the Town of Mountain Village to address its longer-term work force/affordable housing needs.

To better familiarize you with our firm, I have attached an Organizational Overview for your review. I would also like to refer you to [www.continentalcommunities.com](http://www.continentalcommunities.com) where you will find additional information about our organization, including our leadership and capabilities.

I look forward to speaking with you regarding our acquisition proposal. As always, please do not hesitate to contact me directly with any questions and/or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. McCrea', with a horizontal line extending to the right.

William H. McCrea

cc: Mr. David Reed / Town Attorney

Attachment

### Letter of Intent to Purchase

#### A. Property

The Property, commonly known as Village Court Apartments located in Mountain Village, Colorado, consists of an existing affordable housing apartment complex with 220 residential rental apartment units and two (2) commercial rental units. In addition, based on current zoning, it is the Purchaser's understanding that the Property can be expanded by a minimum of thirty-eight (38) additional residential apartment units. Purchaser's acquisition shall include 100% of Seller's right, title and interest in the Property, including all personal and business property used in connection with operating and managing the Property.

#### B. Purchase Price and Terms

The total purchase price shall be Fifteen Million Dollars (\$15,000,000) payable in cash at Closing. The Property shall be conveyed to Purchaser free and clear of all liens and encumbrances, including any and all Special Assessments. Seller shall pay any and all fees and expenses associated with discharging any existing financing secured by the Property.

This offer is subject to the Purchaser's further review of current financial statements of the Property, and of the Town's "rent use covenants". It is assumed by the Purchaser that upon a successful closing of the subject transaction, the Property would be subject to local property tax obligations based on assessment and taxation methodologies currently employed by the Town of Mountain Village.

#### C. Property Condition

No portion of the Property is located in a FEMA-designated flood zone.

#### D. Earnest Money Deposit

Within five (5) days after execution of the Purchase Contract, Purchaser shall deposit with First American Title Insurance Company (Chicago, Illinois) the sum of One Hundred Fifty Thousand Dollars (\$150,000) to be held as Earnest Money in conjunction with the subject transaction.



E. Purchase Contract

Within five (5) business days after the execution of this Letter of Intent by Purchaser and Seller, Purchaser shall prepare and forward a Purchase Contract to Seller incorporating the terms and conditions of this Letter of Intent.

F. Due Diligence / Inspection Period

The Purchase Contract will provide the Purchaser with the opportunity to conduct its inspection of the Property and of such pertinent documents as Purchaser deems necessary and appropriate for a period equal to ninety (90) days from the date of the Purchase Contract.

G. Closing

Closing will occur within thirty (30) days from the expiration of the Due Diligence / Inspection Period as described in Paragraph F above.

H. Broker

It is understood by Purchaser and Seller that Grand Junction Properties ("Broker") has introduced Purchaser to the subject transaction and that Purchaser shall pay any and all brokerage commissions and/or fees to Broker.

I. Continuity of Business Operations

Upon the execution of this Letter of Intent to Purchase, Seller shall continue to perform the business operations of the Property under "normal and customary business practices".

J. Confidentiality and Exclusivity

All information furnished to Purchaser or obtained by Purchaser relating to the transaction proposed herein (other than matters of public record and disclosures required by law), will be treated by Purchaser as "strictly confidential," and will not be disclosed to anyone except to Purchaser's employees, consultants and legal counsel.

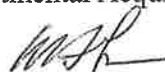
Upon execution of this Letter of Intent by Seller, Seller shall not solicit, negotiate, or agree to negotiate to transfer, or sell, the Property to any other party, or parties, other than to Purchaser.

***If Seller, or an authorized representative of Seller, has not executed this Letter of Intent by 5:00 PM CST, Friday, March 18, 2016, this Letter of Intent shall be deemed automatically revoked by Purchaser.***

For Purchaser:

Continental Acquisition Corporation

By:



\_\_\_\_\_  
William H. McCrea  
Vice President

Its:

Date:

\_\_\_\_\_  
3-10-16  
\_\_\_\_\_

For Seller:

By:

Its:

Date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

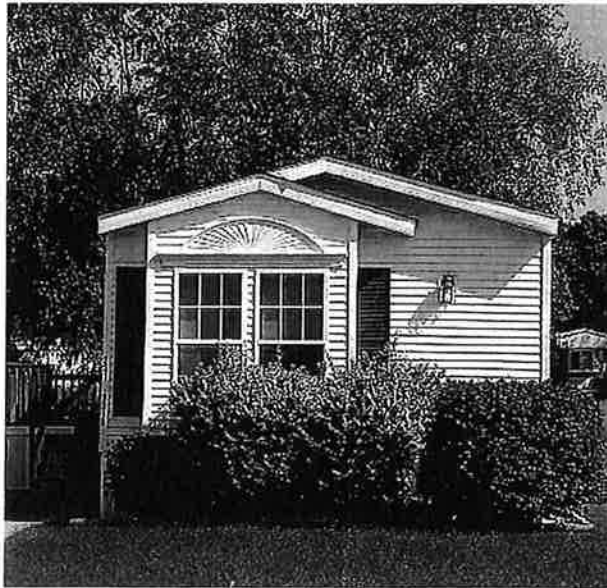


## Resort Communities with a Vibrant Social Atmosphere

### Live and Grow with Us!

Our quality "family-oriented" communities offer affordable homes and the peace of mind that comes from raising children in a safe and friendly environment. Our "active adult" residents will find high-quality resort communities with a vibrant atmosphere that will take their retirement years to the next level while enjoying the quality of life and amenities that they have worked long and hard to deserve.

**In addition to providing a safe and affordable living environment, many of our communities serve local workforce housing demand due to locations that are in close proximity to employment areas.**



#### Why Choose a Continental Community?

★ **Our Experience**

We are one of the industry's largest owner-operators of high quality manufactured housing communities and park model / recreational vehicle resorts.

☺ **Friendly, Professional Management**

Our 200+ dedicated full-time employees ensure that our residents not only enjoy their overall living environment, but also have peace of mind knowing that their community is well-maintained and safe.

✓ **At Continental Communities we provide...**

- Affordable and Safe Living in Attractive Surroundings
- Desirable and Well-Located Communities
- Quality Amenities and Planned Resident Social Events
- Friendly and Responsive On-Site Management
- New, Custom and High Quality Pre-Owned Homes
- Flexible Home Sale / Brokerage and Home Rental Programs
- Attractive Home Lending Programs



At Your Service



Find Your Dream Home

We pride ourselves on empowering local and on-site Community Management Teams to allow on-time responses to the unique needs of our residents living in each of our quality communities. Our Community Managers are available to residents "24 / 7", and are backed by the support, resources and expertise of one of the industry's largest organizations that operates more than 50 quality communities located throughout the United States.



What Our Residents Are Saying



"**Lakeside Terrace** is a wonderful community to live in. It is very affordable for someone on Social Security. We have great amenities. We are a very active community with dinners, picnics, wine tastings, bingo, coffee and many other get-togethers. It is a very friendly place. I love living here!"

Sue M.

"The teams we have here are all GREAT!  
Thanks for such a wonderful place here at **Heritage Heights**. My Children are grown. But this is a family oriented place and my grandkids will be growing up and coming over & they will take part in all the amazing amenities!"

Rodgina W.

"Wendy & Continental Communities have always exceeded our expectations.

Management has always taken pride in the appearance of the park and takes immediate action when a concern is brought to their attention. I have and will recommend **Valley Green** as a wonderful place to live and raise a family."

Collene and Jay

Type keywords...



**Continental Commitment: Safe,  
Affordable, High Quality Living**

Arizona

Colorado

Indiana

Iowa

Michigan

Minnesota

Nebraska

New Jersey

New York

North Dakota

Ohio

Pennsylvania

Wisconsin

Type keywords...



*Add to Packet*

**TOWN COUNCIL MEETING AUGUST 18, 2016  
PARKING ISSUES  
TSG'S PACKET INDEX**

1. August 12, 2016, Summary of Appraisal of land conveyed from TSG to Town
2. 1984 Bill of Sale for Water and Sewer
3. 2003 Open Space Conveyance Agreement
4. 2010 Parking Agreement and Amendment

August 12, 2016

Appraisal of Open Space, Lot 1003, Lot 1007 and Meadows Parking Lot – Summary

Arnie Butler & Company (GJ regional appraiser and consultant) conducted an appraisal of all Land dedicated/conveyed from TSG to the Town, as consideration for TSG's right to free parking. The Appraisal Reports conclude as follows:

1. 54.593 Acres of Open Space:	Value 2003:	\$1,230,000.
2. Lot 1003:	Value 1993:	\$890,000
3. Lot 1007:	Value 1993:	\$755,000
4. Meadows Parking Lot:	Value 1993:	\$250,000

TOTAL VALUE: \$3,125,000

\*\*Full Appraisal Reports Available Upon Request.

20/27

**BILL OF SALE**

**KNOW ALL MEN BY THESE PRESENTS:**

That The Telluride Company, a Colorado corporation ("TELCO"), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby bargains, sells and conveys to the Mountain Village Metropolitan District, a quasi-municipal corporation, all of its right, title and interest in and to the existing water and sewer utility systems, as described on Schedules A, B, and C attached hereto and incorporated herein by this reference. Said conveyance of said water and sewer utility systems by TELCO to the Mountain Village Metropolitan District shall be subject to those certain terms and conditions as described on Schedule D with attachments, attached hereto and incorporated herein by this reference.

TELCO hereby warrants that it is the true and lawful owner of said water and sewer utility systems and that it has full power, right and lawful authority to convey said water and sewer utility systems to the Mountain Village Metropolitan District.

DATED this 12th day of June, 1984.

THE TELLURIDE COMPANY, a Colorado corporation

ATTEST:

By: Laurita Johnson  
Assistant Secretary

By: Brian W. Rapp  
Brian W. Rapp, President



SKI RANCH WATER SYSTEM  
REPLACEMENT COST OF EXISTING SYSTEM  
AT 2-15-84

ITEM	UNITS	QUANTITY	UNIT PRICE	TOTAL REPLACEMENT PRICE
6" Class 50 Dip	L.F.	34,700	\$ 14.00	\$485,800.00
6" Gate Valve	each	43	450.00	19,350.00
Fire Hydrant Assembly	each	48	1,600.00	76,800.00
4" Pressure Reducing Units	each	4	12,000.00	48,000.00
100,000 Gal. Tank-Concrete	each	1	105,000.00	105,000.00
12,000 Gal. Tank-Steel	each	1	12,000.00	12,000.00
Telco #1 Well 500'	each	1	20,000.00	20,000.00
3/4" Water Service Line Stubouts	L.F.	3,450	8.00	27,600.00
Saddle Connection (Stubouts)	each	115	150.00	17,250.00
Water Storage Site	sq. ft.	139,827	.43	60,125.00
Total value to be contributed to Mountain Village Metropolitan District				<u>\$871,925.00</u>

\$871,925.00

MOUNTAIN VILLAGE #1 - #2 WATER SYSTEM  
 REPLACEMENT COST OF EXISTING SYSTEM  
 AT 2-15-84

ITEM	UNITS	QUANTITY	UNIT PRICE	TOTAL REPLACEMENT PRICE
6" Class 50 Dip	L.F.	2,700	\$ 14.00	\$ 37,800.00
6" Gate Valve	each	1	450.00	450.00
Fire Hydrants Assembly	each	1	1,600.00	1,600.00
4" Pressure Reducing Unit	each	1	12,000.00	12,000.00
100000 Gal. Storage Tank-Concrete	each	1	105,000.00	105,000.00
Village #1 Well 550'	each	1	20,000.00	20,000.00
Village #2 Well 385'	each	1	15,400.00	15,400.00
3/4" Water Service Line Stubouts	L.F.	60	8.00	480.00
Saddle Connection (Stubouts)	each	1	150.00	150.00
6" Water Service Gorrone	L.F.	36	15.00	540.00
Meter and Chlorination Vault	each	1	10,000.00	10,000.00
Total value to be contributed to Mountain Village Metropolitan District				<b>\$203,420.00</b>

MOUNTAIN SANITARY SEWER SYSTEM  
REPLACEMENT COST OF EXISTING SYSTEM  
AT 2-15-84

ITEM	UNITS	QUANTITY	UNIT PRICE	TOTAL REPLACEMENT PRICE
6" PVC Pipe	L.F.	8400	\$ 14.00	\$117600.00
Pump Station	each	1	15000.00	15000.00
Grinder Station	each	1	7000.00	7000.00
Manholes	each	7	1100.00	7700.00
Wastewater Treatment Plant	each	1	100000.00	100000.00
4" Wastewater Clean Out	each	12	200.00	2400.00
Total value to be contributed to Mountain Village Metropolitan District				<u>\$249700.00</u>

SCHEDULE D

ATTACHMENT TO THAT CERTAIN BILL OF SALE BY AND BETWEEN THE TELLURIDE COMPANY ("TELCO"), A COLORADO CORPORATION, AND THE MOUNTAIN VILLAGE METROPOLITAN DISTRICT ("DISTRICT"), A QUASI-MUNICIPAL CORPORATION, DATED June 12, 1984:

The contribution of the sewer and water systems by The Telluride Company to the Mountain Village Metropolitan District is subject to the following terms, conditions and commitments:

- 84 36,000
  - 85 37,440.00
  - 86 38,937.60
  - 87 40,495.10
  - 88 42,114.90
  - 89 43,799.49
  - 90 45,551.46
  - 91 47,373.51
  - 92 49,268.48
  - 93 51,229.19
  - 94 53,238.76
  - 95 55,420.31
- a. That Telluride Ski Resort, Inc. ("Telski") (a wholly-owned subsidiary of Telco) would receive free water and sewer services and tap fees as long as said services and tap fees do not exceed \$36,000 per annum increased by 4% per year from the date hereof. The above-mentioned \$36,000 being arrived at by computing 8% of the approximate value of the sewer and water systems (\$450,000) already installed in the proximity of the ski area. The 8% being a reasonable annual return on the value of said sewer and water systems.
- b. That the acceptance of said systems from Telco would be subject to all prior conditions and commitments made by Telco relating to tap fees, easements and other conditions, including but not limited to, those relating to Tract A (see Attachment A attached hereto and incorporated herein by this reference), the Peltier property (see Attachment B attached hereto and incorporated herein by this reference), reduced tap fees for certain properties in the Ski Ranch area, etc.
- c. That Telco would continue to operate said systems until some-time later this year, at the option of the District, when the District is in a position to take over said operations after the District has established rules and regulations and has hired personnel to oversee said operations.
- d. That Telco hereby agrees to cooperate with the District on any reasonable easements needed should said easements not presently exist for any sewer and water lines being contributed.
- e. That Telco and Telski hereby agree that the District has a general easement for any sewer and water systems installed in the ski area which is essentially 10 feet on either side of the center line of any sewer or water line already installed and hereby being contributed to the District.
- f. That Telco and/or Telski, as appropriate, hereby agree to cooperate with the Mountain Village Metropolitan District in obtaining the transfer of all permits to the District with respect to said conveyance and subsequent operation of the water and sewer systems.

**OPEN SPACE CONVEYANCE AGREEMENT**

**THIS OPEN SPACE CONVEYANCE AGREEMENT** (this "Agreement") is entered into this 7th day of January, 2003, by and between the Telluride Ski & Golf Company, LLLP, a Colorado limited liability limited partnership ("Telski") and the Mountain Village Metropolitan District, a Colorado quasi-governmental entity (the "District").

**RECITALS**

**WHEREAS**, Telski and/or its predecessors-in interest, The Telluride Company, a dissolved Colorado corporation, 1999, and The Mountain Village, Inc., a dissolved Colorado corporation, 2001 (collectively, the "Telski Entities"), have dedicated to the District all the land upon which the intercept parking lot and structure (the "Intercept Parking Facilities") are located (i.e., Lots 1003 and 1007, Town of Mountain Village) and all the land upon which the Meadows parking lot is located; and

**WHEREAS**, the Telski Entities have substantially constructed and/or dedicated to the District the following infrastructure assets:

- A. All water rights used by the District;
- B. Most of the roads and bridges in the Town of Mountain Village;
- C. Most of the domestic water systems servicing the Town of Mountain Village;
- D. All of the sanitary sewer collection systems servicing the Town of Mountain Village; and

**WHEREAS**, one of the premises underlying Telski's dedication of the above-mentioned parking facilities and other infrastructure assets has been the understanding that Telski will receive free parking as set forth herein; and

**WHEREAS**, the undersigned parties desire to memorialize said understanding; and

**WHEREAS**, Telski desires to dedicate certain additional open space tracts as described in this Agreement to the District;

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained herein, the undersigned parties agree as follows:

1. Quitclaim of Open Space Parcels. Telski shall convey to the District by quitclaim deed the open space tracts described in Exhibit OSC-1.
2. Free Use of Intercept Parking Facilities. The District shall in perpetuity allow free parking for all users of the Telluride Ski & Golf Resort at the Intercept Parking Facilities (including any expansion of said facilities), except for that portion of the Intercept Parking Facilities located on the gondola terminal level (currently known as Lot A) for which the District intends to charge guests and residents for the right to park. Notwithstanding the previous sentence, if the District obtains written consent from Telski, the District may charge for parking in the Intercept Parking Facilities for specified special events.
3. Free Use of Meadows Parking Facilities. The District shall in perpetuity allow free parking for all users of the Telluride Ski & Golf Resort at the Meadows parking facilities (including any expansion to said facilities). Notwithstanding the previous sentence, if the District obtains written consent from Telski, the District may charge for parking at the Meadows parking facilities for specified special events.
4. Non-Parking Development. Nothing contained in this Agreement shall be construed to preclude the District from constructing additional levels above the existing Intercept Parking Facility and using a portion of said additional levels for purposes other than parking. To the extent that any such additional levels are used for parking, the provisions of Section 2 herein shall apply.
5. No Reduction in Parking. The District shall not cause or allow any reduction in the amount of parking at the Intercept Parking Facilities or the Meadows Parking Facilities, without the prior written consent of Telski.
6. Miscellaneous Provisions.
  - 6.1 Exhibit. The Exhibit attached hereto shall be construed with and as an integral part of this Agreement to the same effect as if the contents thereof had been set forth verbatim herein.
  - 6.2 Headings. The headings used in this Agreement are for convenience of reference only and shall not be deemed to limit, characterize or in any way affect the interpretation of any provision of this Agreement.
  - 6.3 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 regarding the subject matter hereof shall be of any force or effect unless in writing, executed by the party to be bound thereby and dated on or after the date hereof.

- 6.4 Modifications and Waivers. No change, modification or waiver of any provision of this Agreement shall be valid or binding unless it is in writing, dated subsequent to the date hereof and signed by 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.
- 6.5 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 instrument. Facsimile copies of any party's signature hereon shall be deemed an original for all purposes of this Agreement.
- 6.6 Severability. In case any one or more of the provisions contained herein for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.
- 6.7 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado. Proper venue and jurisdiction regarding any question related to this Agreement shall be solely in San Miguel County, Colorado.
- 6.8 Waiver of Jury Trial. Each party hereto waives its right to a jury trial regarding any provisions contained herein.
- 6.9 Specific Performance. The parties hereto agree that there would be no adequate remedy at law if one of the parties hereto fails to perform its obligations hereunder and that the parties shall be entitled to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled at law or in equity.
- 6.10 Attorney's Fees. In the event that any action is filed in relation to this Agreement, the non-prevailing party in the action shall pay to the prevailing party, in addition to all sums that either party may be called upon to pay, a reasonable sum for the prevailing party's attorneys' fees and costs of litigation.

SIGNATURES ON FOLLOWING PAGE

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

TELLURIDE SKI & GOLF COMPANY, LLLP,  
a Colorado limited liability limited partnership

By: Telski Operations, Inc., a Colorado corporation,  
a general partner

By: 

Name: James D. Wear

Title: Executive Vice President of Real Estate

MOUNTAIN VILLAGE METROPOLITAN DISTRICT,  
a quasi-municipal corporation

By: \_\_\_\_\_  
A.J. Wells, President



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

TELLURIDE SKI & GOLF COMPANY, LLLP,  
a Colorado limited liability limited partnership

By: Telski Operations, Inc., a Colorado corporation,  
a general partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

MOUNTAIN VILLAGE METROPOLITAN DISTRICT,  
a quasi-municipal corporation

By:   
A.J. Wells, President

EXHIBIT OSC-1

OPEN SPACE TRACTS TO BE QUIT CLAIMED



Tract Designation	Type of Open Space	Acreage (Acres)	Location
OS-4	Active	0.100	Lost Creek Ln. cul-de-sac
OS-8	Active	1.043	N. of Lots 201, 202, and 203
OS-11, 12RB	Active	0.003	S. of Lot 253A
OS-16	Active	0.632	S. of Lot 416B
OS-FT-2	Active	2.930	W. of Lot 159
OSP-6	Passive	1.480	E. of Lots 309, 310, 311
OSP-11	Passive	0.459	W. of TD Dr. entrance
OSP-12	Passive	0.672	E. of TD Dr. entrance
OSP-13A	Passive	0.188	W. of AJ Dr. entrance
OSP-13B	Passive	0.373	E. of AJ Dr. entrance
OSP-18	Passive	14.946	S. of Main Entrance
OSP-19	Passive	4.782	Along Hwy 145
OSP-26A	Active	0.929	S. of Rocky Rd.
OSP-32	Active	0.113	N. of Lot 634
OSP-33	Passive	7.129	Surrounding Double Eagle Way
OSP-38	Passive	4.450	SE. of Victoria Dr.
OSP-39	Passive	2.070	S. of Larkspur
OSP-40	Passive	1.667	S. of Lot 1002
OSP-41	Passive	7.017	E. of Lots 180, 181, 182, 432, 433
OSP-43	Passive	1.871	E. of Lot 416B
OSP-54	Active	1.261	N. of Lot 386C
OSP-55	Active	0.478	N. of Lot 386B

Total

54.593 (Active - 7.489; Passive - 47.104)

## 2010 PARKING MANAGEMENT AGREEMENT

This 2010 Parking Management Agreement (the "Agreement"), is made and entered into on this 21 day of October, 2010, by and between the Town of Mountain Village, a home-rule municipality and political subdivision of the state of Colorado (the "Town"), and TSG Ski and Golf, LLC, a Delaware limited liability company ("TSG"), collectively the "Parties".

### RECITALS

**WHEREAS**, the Parties entered into an agreement regarding the funding and management of parking within the Town of Mountain Village for the 2009/2010 and 2010/2011 winter ski seasons on December 30, 2009 (the "Funding Agreement")

**WHEREAS**, the Funding Agreement required that the Parties follow a certain timeline for exploring and developing the possibility of Outlying Parking Facilities as part of an Enhanced Parking System;

**WHEREAS**, the Parties have terminated the Funding Agreement and desire to enter into this agreement according to the terms and conditions as set forth below,

**WHEREAS**, the Parties have explored the possibility of Outlying Parking Facilities according to the Funding Agreement, but have not completed this analysis;

**WHEREAS**, the Parties agree that parking is an economic driver for the core of Mountain Village and want to maximize utilization thereof and attract visitors to park in the Mountain Village;

**WHEREAS**, the Parties have agreed to continue the investigation for a more permanent free parking solution and to enter into this Agreement as provided below.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term. Subject to the earlier termination of this Parking Agreement as set forth herein, this Agreement shall commence on November 15, 2010, and shall cease on April 25, 2013 (the "Term"), and shall be automatically renewable for an additional three-year term (the "Renewal Term") unless terminated by either Party for any reason. Notice to terminate shall be provided in writing not less than thirty (30) days prior to the expiration of the Term.
2. Operation and Management of Parking. Subject to the terms and conditions of this Agreement, the Town shall be responsible for the day to day operation and management

of parking within the Town Lots and MV Roadways and shall have full and absolute authority to operate and manage parking as it determines to be reasonably necessary in order to assure the health, safety and welfare of the general public, including residents and guests

3. Defined Parking Areas and Visitor Parking Management Guidelines.

- a. Free Parking Lots. The Town agrees that the Meadows Parking Lot shall be set aside as a daytime “free parking lot” for visitors to be operated from the hours of 8:00 am--8:00 pm and managed in such capacity. The Town shall further implement active management, control and policy changes to increase the daytime capacity of the Meadows Lot, including the implementation of an overnight permit parking system, increasing the Meadows capacity by 3 to 5 spaces as possible, or other Town management measures to increase volume for transient day usage of Meadows Lot prior to ski season use. The Town shall also designate a bus parking area adjacent to Big Billies on a Town owned access tract.
- b. Employee Parking Areas. The Town shall provide a year-round “Merchant/Employee Parking Area” to be located, with appropriate signage, on upper Mountain Village Boulevard. Each merchant who has a Town issued business license with a primary location in the Mountain Village Center (as defined by the Town’s LUO and also including the Peaks and Mountain Lodge), shall be entitled to a minimum of one free (1) employee parking permit, which shall allow such merchant or merchant’s employee to park in the Merchant/Employee Parking Area, subject to the designated parking hours and appropriate rules and regulations, as determined by the Town, in its sole and absolute discretion. The parties hereby acknowledge that the Merchant/Employee Parking Area may be reduced in size and capacity in the event of a major construction project breaking ground in the immediate vicinity. The Parties further acknowledge that the Town may close the Merchant/Employee Parking Area for road or other maintenance work for the period of time necessary to accomplish such maintenance. The Town shall in its sole and absolute discretion, determine the appropriate number of parking permits to issue to each merchant; but in no event shall TSG be provided with any less than twenty (20) free parking permits per year for use by TSG employees.
- c. North Center Village and Blue Mesa Lots. The Town shall manage and operate the North Village Center Lot (so long as the Town continues to lease the North Village Center Lot) and the Blue Mesa Lot as “pay to park” lots (the Blue Mesa Lot may be utilized as free short-term parking). The Town recognizes the desire to maximize the usage of these lots and shall use all reasonable efforts to maximize such usage; however, the foregoing

notwithstanding, the Town retains the right, in its sole and absolute discretion, to set parking rates for these lots.

- d. Management of Parking Lots. The Town agrees that it shall during "Heavy Parking Days", defined as the Gondola Parking Lot, Heritage Parking Garage and Meadows Parking Lot reaching approximately ninety percent (90%) of their capacity, allow for parking on MV Roadways for a cost per car, not to exceed the all day parking rate for the Gondola Parking Lot on the same date as provided below. The Town shall have full and absolute discretion as to how and where MV Roadways parking shall occur and be managed. To assist the Town in providing this service, TSG, shall timely notify the Town of any special events, attractions or groups which may cause an increase in traffic or parking. With respect to special events, attractions, or groups booked thirty (30) or more days prior to the Ski Season (defined below), such notice shall be delivered to the Town not less than thirty (30) days prior to commencement of the ski season. With respect to special events, attractions, or groups booked after commencement of the ski season, such notice shall be delivered to the Town upon booking of the respective event.
  
- e. The Gondola Parking Lot. For the Term of this Agreement, the Gondola Parking Lot shall be considered a "pay to park" lot subject to the prices stipulated and management practices as set forth below. The fee for daytime use of Gondola Parking Lot shall be as follows, excepting charges for overnight parking which the Town shall be able to set at its sole and absolute discretion:
  - i. \$5 per day (defined as the hours from 6:00 a.m. to 2:00 a.m.) during 2010-2011-ski season. Ski Season shall be defined as the dates of November 15<sup>th</sup> through April 30<sup>th</sup> of each calendar year
  - ii. For the 2011-2012, 2012-2013 Ski Seasons the Town staff shall set rates for the Gondola Parking Lot provided that rates shall not exceed \$10 per day (defined as the hours from 6:00 a.m. to 2:00 a.m.), and that rates shall be in accordance with the guidelines set forth in paragraph 3(g) below. If Town and TSG renew the Agreement as provided for herein, rates for parking shall be negotiated between the Parties prior to commencement of the Renewal Term in accordance with the guidelines of paragraph 3(g) below. The Town may, at its sole and absolute discretion, set rates for the Gondola Parking Lot during any other times outside the Ski Seasons as it deems appropriate. The Town may at its sole discretion, institute a free or reduced rate for employees at the Gondola Parking Lot which is less than the current daily rate. The Town may at its sole discretion, provide monthly parking rates for the Gondola Parking Lot that are the equivalent of less than the then current daily rate.
  - iii. Town agrees to post new signage on Mountain Village Boulevard which clearly states the parking rates provided for herein, and agrees

to accept credit cards, debit cards which do not require pin numbers and cash payment for parking services in the Gondola Parking Lot.

- f. Heritage Parking Garage. The Town shall set the rates for Heritage Parking Garage in accordance with the pricing guidelines set forth in section 3(g) of this Agreement.
  - g. Parking Pricing Guidelines. The Town and TSG agree that pricing rates for both the Gondola Parking Lot and Heritage Parking Lot structures shall be evaluated and established at least prior to each ski season according to the following criteria in order of importance: a) increasing and maximizing volume of parking in both lots; and; b) maximizing parking rate yield at these same lots. The Town and TSG further agree to continued evaluation and reporting of parking pricing to monitor parking under these guidelines. Town agrees to submit and report to TSG quarterly, beginning 30 days after the end of the first quarter of 2011 (April 1, 2011), and 30 days after each quarterly period thereafter reporting at least the revenue, expenses and daily volume of parking in these lots for evaluation purposes. The Town further agrees to continual monitoring of the practices stated above and to adjust parking pricing, including reduction of rates, at the Gondola Parking Lot and Heritage Parking Lot as required, to maximize lot utilization.
4. Temporary Waiver of Free Parking by TSG. TSG agrees to temporarily waive its right for free use of the intercept parking facilities (the "Gondola Parking Lot") for the users of the Telluride Ski and Golf Resort as memorialized in paragraph number 2 of the Open Space Conveyance Agreement dated January 7, 2003 (the "Open Space Agreement") only for the term of this Agreement unless this Agreement is otherwise terminated. The Parties acknowledge and agree that this waiver is of a temporary nature and will apply in full force and effect until the earlier of the expiration of the Term and/or the Renewal Term, if applicable, of this Agreement or the termination of this Agreement for default by the Town.
5. Parking Revenue and Development. The Town shall contribute 100% of all annual net revenue from parking management operations (as defined below) to a Parking Development Fund to be used by the Town for the expansion of existing parking lots or the development of new parking lots. The manner in which the funds in the Parking Development Fund may be used to achieve this purpose shall be limited to (a) spending funds directly for expansion and/or development of parking lots or (b) pledges as collateral to secure.
6. Annual Parking Management Net Revenue. For the purpose of this Agreement, net revenue shall mean parking revenue generated by the Gondola Parking Lot, Heritage Parking Garage, and North Village Center and Blue Mesa Lots less all Town direct costs for operating, management, maintenance, capital expenses (not including capital projects which result in an actual expansion of the capacity of the Gondola Parking Lot), costs of

revenue collection and processing, and administrative costs incurred by the Town to operate these same lots, the Meadows Lot and the Merchant/Employee Parking Area, all of which shall be demonstrated by a fiscal budget to be attached as Exhibit A hereto and incorporated by reference herein, and which requires mutual agreement by the Parties on an annual basis prior to the commencement of each ski season. ("Parking Lot Budget") The Parties agree that the Parking Lot Budget is not intended to be an obligation of the Town to expend the entire amount listed therein for such improvements, and that the Town may expend amounts greater than stated within the Parking Lot Budget provided that alternative funding sources are used to fund the amounts beyond the agreed upon Parking Lot Budget. The parties further acknowledge that this agreement is subject to annual appropriations of the Town Council. If annual appropriations are not approved in an amount at least equal to the 2010-2011 Parking Lot Budget, attached as Exhibit A, then this Agreement shall be null and void between the Parties and the temporary waiver in section 4 of this Agreement shall be discontinued. The Parties further agree that the Meadows Parking Lot shall remain as a daytime Free Parking Lot during the term of this Agreement.

7. Free Parking Research and Development. The Parties further agree to the continued efforts to seek new locations for free parking sites, take active steps toward the facilitation and construction of new free parking lots, and to take substantial steps to find a permanent free parking solution for Town visitors. The Parties agree that additional parking for the Town and the Telluride Ski Resort will be needed in the future.

In order to accomplish the goal of providing additional parking during the Term of this Agreement, the Town and TSG shall meet on a quarterly basis to discuss options, including expansion of the Town Lots and the creation of additional parking facilities within the Town of Mountain Village.

8. Pond Lot Agreement. Upon execution of this amendment TSG shall terminate its existing parking agreement with the Town relative to Lots 69R2, 71R and 67 dated January 21, 2010, and commonly referred to as the "Pond Lot Agreement", the effect of which shall be the reversion these lots to TSG for TSG parking usage without requirement of further Town approvals or permits for parking purposes by TSG.
9. Liability. To the extent permitted by law, but without waiving the protections afforded to the Town pursuant to C.R.S. 24-1—101, *et seq.* (The Colorado Governmental Immunity Act) or restrictions and limitations applicable to governmental entities pursuant to Article XI, Section 1, Colorado Constitution, Article X, Section 20, Colorado Constitution or any other rule or law applicable to governmental agencies, the Town shall indemnify and hold harmless, TSG from and against any and all liability directly resulting from the Town's performance of its obligations under this Agreement.



10. The Town shall keep in full force and effect for the entire Term of this Agreement Commercial general liability insurance in a claims made format in an amount of at least \$1,000,000 per occurrence and \$2,000,000.00 in the aggregate (the "Policy"). The Policy and coverage limits shall cover all types of liability associated with this Agreement, including comprehensive automobile liability. The Town shall add TSG, as additional insured to the Policy which shall be the primary insurance policy related to this Agreement. Town shall provide to TSG within seven (7) days of execution of this Agreement a certificate of insurance naming TSG as an additional insured on the Policy and shall apply on a primary and non-contributory basis. TSG shall be given fifteen (15) days written notice by certified mail of any cancellation or change in the Policy. The parties agree that any incident, injury, claim, accident or potential liability resulting from and tied to the obligations of this Agreement shall first be processed through the insurance policy of the Town. Additionally, Town shall provide Worker's Compensation insurance in accordance with the provisions of the Worker's Compensation Act (the "Act") of the State of Colorado for all Town employees working at or managing parking lots described herein.
11. Annual Appropriations by the Town. This Agreement is subject to annual appropriation by the Town Council. In the event the Town fails or refuses to appropriate funds related to this Agreement, this Agreement shall automatically terminate and make null and void, the respective rights, duties, and obligations of the Parties.
12. Relationship of the Parties. This Agreement is not and shall not be construed to be either a joint venture or partnership between the Parties. The Parties acknowledge and agree that the sole responsibilities and obligations of TSG relative to the Parking Management Function are those responsibilities and obligations set forth herein.
13. Notices. Any notice, demand or communication which any Party may desire or be required to give to the other Parties shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by first class United States mail, postage prepaid, addressed as follows:

If to the Town:

Town of Mountain Village  
Attn: Greg Sparks, Town Manager  
455 Mountain Village Boulevard  
Suite A  
Mountain Village, CO 81435

If to TSG:

TSG Ski & Golf, LLC

Attn: Dave Riley, CEO  
565 Mountain Village Boulevard  
Mountain Village, CO 81435

The Parties shall have the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.


14. Successors and Assigns. The terms and provisions of this Agreement shall be deemed to be both binding upon, and inure to the benefit of, each of the respective Parties, as well as their respective successors and assigns.
15. Entire Agreement. This Agreement, constitutes the entire agreement between the Parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.
16. Joint Preparation. This Agreement was jointly drafted by the Parties and is not to be construed against any Party. Should any provision of this Agreement be found to be illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void leaving the remainder of this Agreement in effect.
17. Amendment, Waiver, and/or Modification. No amendments, waivers, and/or modifications of this Agreement shall be valid unless in writing signed by all Parties.
18. Governing Law/Venue. This Agreement shall be construed and governed in accordance with the internal laws of the state of Colorado, and the venue for any dispute relating to, or arising from, this Agreement shall be the District Court, San Miguel County, Colorado.
19. No Waiver. All Parties agree that each is entering into this Agreement in the interest of the public good and that in doing so, no Party is acknowledging or accepting responsibility for funding or operating a winter visitor parking management program other than as specified in this Agreement. Nor by entering into this Agreement is any Party waiving its existing contractual right as they currently exist and relate to the Gondola Parking Garage. It is the intent of the Parties that a new agreement formalizing the terms of operation for the Enhanced Parking System, as well as any changes to existing rights and responsibilities be executed prior to the commencement of any construction work on the Enhanced Parking System lots as described herein.

20. Attorneys' Fees. In the event of any litigation, arbitration, controversy, claim or dispute between the Parties relating to, or arising from, this Agreement or the breach or threatened or claimed breach hereof, the prevailing Party, whether by judgment, arbitration award, or out of court settlement, shall be entitled to recover from the losing Party, reasonable expenses, including attorneys' fees (including in-house attorneys' fees) and other costs incurred in connection therewith, or in the enforcement or collection of any judgment or award rendered therein.
21. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original and all such counterparts shall constitute one and the same instrument.

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

By:   
Greg Sparks, Town Manager

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

By:   
Dave Riley, CEO

**AGREEMENT EXTENDING TERM OF 2010 PARKING MANAGEMENT AGREEMENT**

This "Extension Agreement" is made and entered into on this 30 day of December, 2014, by and between the Town of Mountain Village (the "Town") and TSG Ski and Golf, LLC ("TSG").

**RECITALS:**

- A. The Town and TSG entered into an October 21, 2010 Parking Management Agreement (the "Agreement").
- B. The "Term" of the Agreement ran through April 25<sup>th</sup>, 2013. The Agreement contained an automatic "Renewal Term" which extended the Agreement for three additional years, unless terminated by either the Town or TSG.
- C. On March 13<sup>th</sup>, 2013, TSG gave notice of termination, as required by the Agreement, to preserve its options. Since that time, the Town has been charging for parking, pursuant to the Agreement. The parties desire to extend the term of the Agreement through April 25<sup>th</sup>, 2015 as set forth below.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth below the parties agree as follows:

- 1. The Term of the Agreement is hereby extended through April 25<sup>th</sup>, 2015, at which time it shall expire and the terms and conditions of the Agreement shall be null and void.
- 2. All other terms and conditions of the Agreement shall remain in full force and effect.

Entered into on the date first written above:

**TSG Ski and Golf, LLC:**

APPROVED AS TO FORM  
TSG SKI & GOLF, LLC LEGAL DEPT.  
STEFANIE C. SOLOMON  
CORPORATE COUNSEL

  
\_\_\_\_\_  
Greg Pack, Authorized Agent

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

Kim Montgomery

2015.01.21 08:32:25 -07'00'

\_\_\_\_\_  
Kim Montgomery, Town Manager

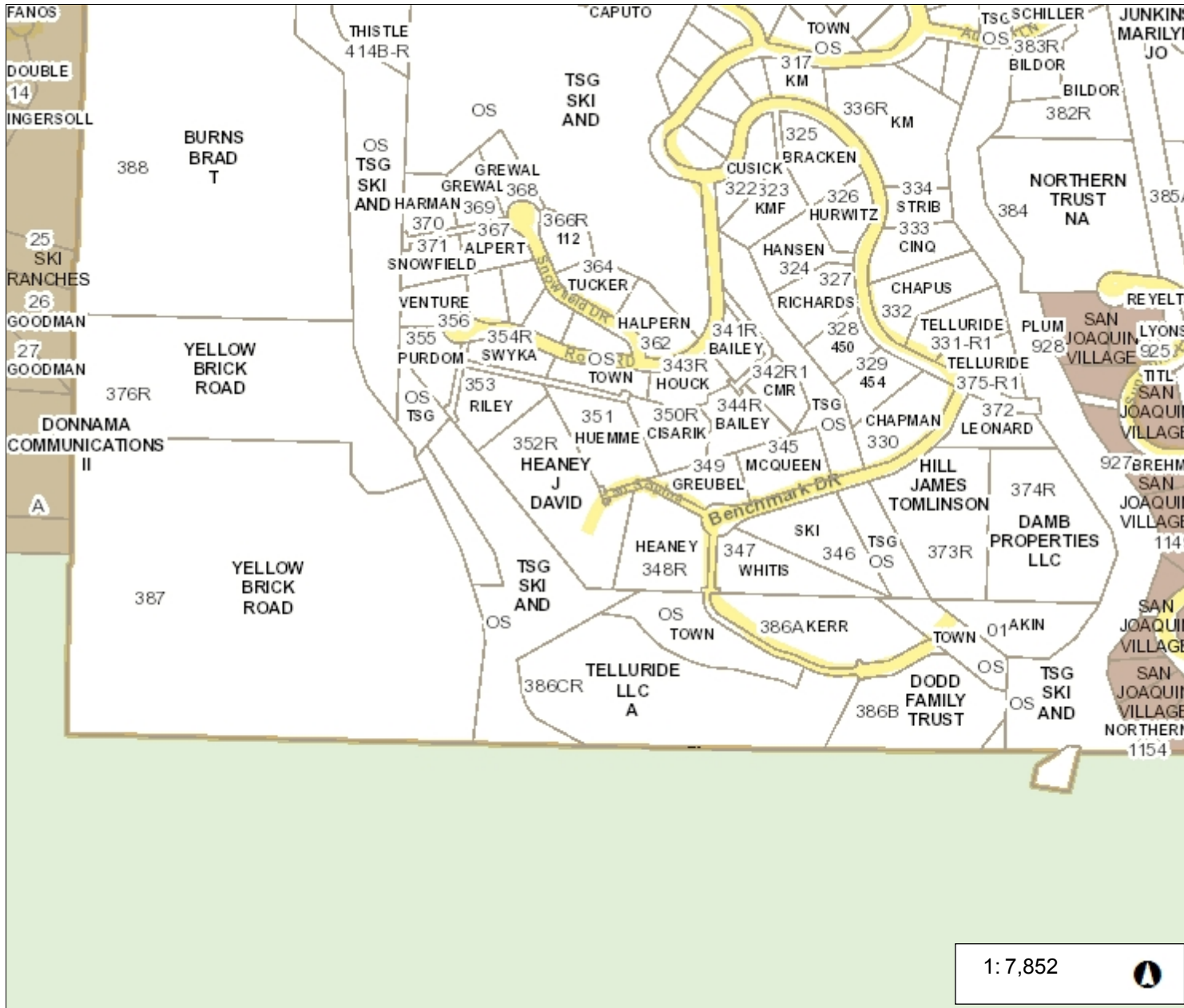
Approved as to Form:

James  
Mahoney

Digitally signed by James Mahoney  
DN: cn=James Mahoney, o=J. David  
Reed, P.C., ou,  
email=jmahoney@jdreedlaw.com,  
c=US  
Date: 2015.01.15 08:28:08 -07'00'

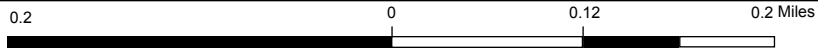
James Mahoney, Assistant Town Attorney

# YBR Vicinity Map

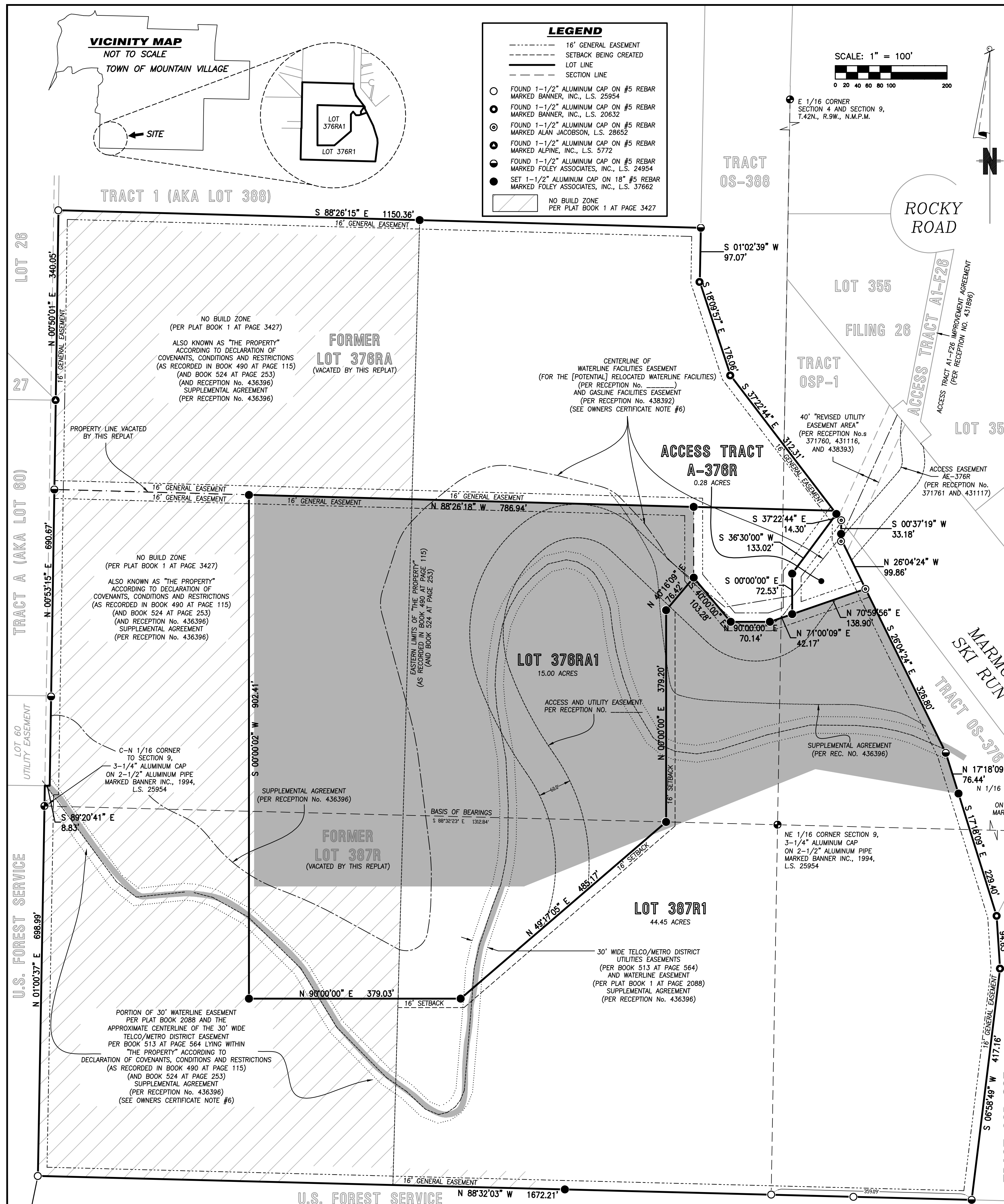


- ### Legend
- Parcel Boundaries
  - Subdivisions**
  - <all other values>
  - ADAMS RANCH
  - ALDASORO RANCH
  - ALDER CANYON RANCHES
  - ALTA LAKES
  - ANDERSON RANCH
  - AVALON MESA
  - BACKMAN VILLAGE
  - BARLOW PUD
  - BEAVER PINES
  - BEAVER POND
  - BEAVER POND SUBDIVISION
  - BERMAN BUCKSKIN RANCH
  - BIG VALLEY RANCH
  - BLIZLIS
  - BLUE CANYON RANCHES
  - BLUE VISTA SUBDIVISION
  - BLUFFS
  - BOCCHINI PUD
  - BOSTON COMMONS
  - BOULDERS AT MOUNTAIN VILLA
  - BOYD SUBDIVISION
  - BREWERY PROPERTY
  - BROWN DOG RANCH
  - BROWN RANCH
  - BROWN RANCH EAST

1:7,852



Notes



**OWNERS CERTIFICATE:**

1. Yellow Brick Road CO LLC, a Colorado limited liability company ("Owner") is the current fee simple owner of the following described real property located in the Town of Mountain Village, San Miguel County, Colorado ("Property"):  
 Lots 376RA, 387R, Access Tract A-376R, according to the Lot Line Adjustment Plat of Lots 376R, 387, Access Easement AE-376 and Access Tract A-376, The Town of Mountain Village, recorded January 14, 2005 in Plat Book 1 at page 3427, County of San Miguel, State of Colorado and as amended by the Correction Plat of Lots 376RA, 387R, Access Tract A-376R, Town of Mountain Village, recorded March 4, 2014 in Plat Book 1 at page 4634, County of San Miguel, State of Colorado.

2. The Owner does hereby make and approve the within plat, entitled LOT LINE ADJUSTMENT PLAT OF LOT 387R, LOT 376RA, AND ACCESS TRACT A-376R, TOWN OF MOUNTAIN VILLAGE ("Lot Line Adjustment Plat").

3. The purpose of this Lot Line Adjustment Plat is to modify the lot boundary lines of Lot 376RA and Lot 387R as shown and depicted herein. This Lot Line Adjustment Plat does not change the boundary lines of Access Easement AE-376 and Access Tract A-376R nor does it change the General Easements previously created on the Property.

4. Development of the Property is subject to the terms of this Lot Line Adjustment Plat and all applicable provisions of codes and ordinances duly adopted by the Town, including, the Town Community Development Code ("CDC").

5. The Lot Line Adjustment Plat depicts the areas of certain easements or easements affecting portions of the Property, including (a) a certain "Waterline Easement" recorded in Reception No. 285725 (accommodating certain waterlines), which has been modified by instrument recorded in Reception No. \_\_\_\_\_, which allows the Owner to relocate the Waterline and related Waterline Easement to a different location on the Property, (b) a certain "Goodman/Ski Ranches Agreement" recorded in Reception No. 0276066, as amended by the instrument recorded in Reception No. 290080 (accommodating certain recreational trails for Goodman and Ski Ranches), which was supplemented by instrument recorded in Reception No. 436396, which allows the Owner to relocate the Goodman and Ski Ranches Trail and related Trail Easements under the Goodman/Ski Ranches Agreement to a different location on the Property, (c) a certain "Gasline Easement" recorded in Reception No. 438392; and (d) a certain "Lot 387R1 Access and Utility Easement" recorded in Reception No. \_\_\_\_\_. At such time as the Owner has completed the relocation of the Waterline and the Waterline Easement and the Goodman and Ski Ranches Trail and related Trail Easements as provided for by the agreements of record, the Owner shall record a separate document of record noting such relocations, which shall reference this Lot Line Adjustment Plat to note and confirm that the Owner need not record a further Lot Line Adjustment Plat of the Property to reflect the relocation of such facilities and easements. Furthermore, in the event that any of the foregoing easements are proposed for termination, modification, relocation or amendment, the execution and recordation of a separate instrument will be sufficient to effect the intended change and no amendment to this Lot Line Adjustment Plat is required to achieve such termination, modification, relocation or amendment.

6. The Owner does hereby make and approve the following notes and certifications:

a. Wetlands, steep slopes, and other geologic impediments to development may exist on the Property. The Owner agrees that any site specific development applications for individual improvements on the Property submitted to the Town as required by the CDC shall include an updated existing conditions plan indicating the location of any steep slopes, geologic hazards, wetlands, ponds, streams and drainages on the lot or parcel that development is proposed. The impacts of any site specific development as it relates to any steep slopes, geologic hazards, wetlands, ponds, streams and drainages shall be reviewed and evaluated by the Town at the time of its review of the site specific development application.

b. At the time of the submission of any site specific development applications for individual improvements on the Property as required by the CDC, Owner shall submit a utility plan depicting utility services to the proposed development. The Owner will be required to record utility easements serving the residential lots and open space parcels (as appropriate) at such time as the utilities have been installed and prior to the issuance of a certificate of occupancy for the improvement requiring the utility services. The easement shall be reviewed by the Town. Lots may not be sold to third parties unless and until utility easements have been recorded to the satisfaction of the Town. In the event that any of the foregoing easements are proposed for termination, modification, relocation or amendment, the execution and recordation of a separate instrument will be sufficient to effect the intended change and no amendment to this Lot Line Adjustment Plat is required to achieve such termination, modification, relocation or amendment.

**OWNERS CERTIFICATE (cont.):**

c. The Owner agrees that with respect to the portion of Lot 387R1 and Lot 376RA1 located within the "No Build Zone" as designated and depicted herein: it shall not develop any primary residence or accessory dwelling unit within the "No Build Zone".

**THE FOREGOING IS HEREBY ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED AS OF \_\_\_\_\_, 2016.**

Yellow Brick Road CO LLC,  
 a Colorado limited liability company  
 By: Bob Greene Enterprises Inc.,  
 its Manager  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Thomas G. Kennedy, Authorized Agent

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

The within Lot Line Adjustment Plat and Owner Certificate was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Thomas G. Kennedy, Authorized Agent, as the Authorized Agent of Yellow Brick Road CO LLC.

My commission expires: \_\_\_\_\_  
 Witness my hand and official seal.

Notary Public

**TOWN OF MOUNTAIN VILLAGE APPROVAL CERTIFICATES:**

**MAYOR'S CERTIFICATE:**

I, Dan Jansen, as Mayor of the Town of Mountain Village, Colorado, do hereby certify that this Lot Line Adjustment Plat has been approved by the Town Council in the same resolution that has authorized and directed me to execute this document.

Town of Mountain Village:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Dan Jansen, as Mayor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Glen Van Nimwegen, Director, Community Development Department

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

The approval of this Lot Line Adjustment Plat was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Dan Jansen, as the Mayor of the Town of Mountain Village, Colorado.

My commission expires: \_\_\_\_\_  
 Witness my hand and official seal.

Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

The approval of this Lot Line Adjustment Plat was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Glen Van Nimwegen, as the Director of the Community Development Department of the Town of Mountain Village, Colorado.

My commission expires: \_\_\_\_\_  
 Witness my hand and official seal.

Notary Public

**TITLE INSURANCE COMPANY CERTIFICATE:**

Land Title Guarantee Company does hereby certify that we have examined the ownership to the Property as shown on this Lot Line Adjustment Plat and that the ownership to the Property is in the name of Yellow Brick Road CO LLC, a Colorado limited liability company and is free of all liens and taxes except as follows:

Title Insurance Company Representative

**SURVEYOR'S CERTIFICATE:**

I, David R. Bulson of Foley Associates, Inc., a Professional Land Surveyor licensed under the laws of the State of Colorado, do hereby certify that the Lot Line Adjustment Plat shown herein 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. I further certify that all monuments and markers were set as required by the Town of Mountain Village Community Development Code Articles 50 and 51 of Title 38, C.R.S.

IN WITNESS WHEREOF, I here unto affix my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2016.

P.L.S. No. 37662 Date

**NOTES:**

1. Ownership research from Land Title Guarantee Company, Order Number TLR8600473-3, dated January 14, 2016 at 05:00 P.M.

2. Standard Notes:  
 a) BASIS OF BEARINGS. The bearing from the CN 1/16 Corner S9, T42N, R9W, NMPM to the NE 1/16 Corner S9, T42N, R9W, NMPM assumed to bear S 88°32'23" E according to the Plat filed in at Plat Book 1 page 2088.

b) UNITS OF MEASURE. Linear units represented herein are shown in U.S. Survey Feet or a decimal portion thereof.

3. NOTES OF CLARIFICATION:

a. The following boundary lines of the following lots, tracts, and right-of-way have been modified by this Lot Line Adjustment Plat:  
 Lot 387R and Lot 376RA

b. The following lots/parcels have been created by this Lot Line Adjustment Plat:  
 Lot 387R1 and Lot 376RA1

c. The following lots/parcels have been deleted by this Lot Line Adjustment Plat:  
 Lot 387R and Lot 376RA

4. 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 herein.

5. Setback areas shown on this Lot Line Adjustment Plat shall be maintained in a natural, undisturbed state to provide buffering to surrounding land uses. All above grade and below grade structures or structural components (soil nailing, etc.), earth disturbance, or ground level site development such as walks, hardscape, terraces and patios shall be located outside of the setback area, provided, however, that reasonable site disturbance can occur and improvements placed and undertaken within setback areas as may be necessary for driveways and walkways (along with associated structural elements and retaining walls), utilities, address monuments, natural landscaping, drainage/stormwater management, fire mitigation, forestry management and related cleaning and grading. The Town may authorize other activities within the setback areas in areas that may be devoid of naturally occurring trees or other naturally occurring vegetation.

**COUNTY TREASURER'S CERTIFICATE:**

I certify that according to the records in the San Miguel County Treasurer's office, there are no liens against the Property, or any part thereof, for unpaid State, county or municipal ad valorem taxes or special assessments certified to the County Treasurer for collection that are due and payable.

County Treasurer Date

**RECORDER'S CERTIFICATE:**

This Lot Line Adjustment Plat was filed for record in the office of the San Miguel County Clerk and Recorder on this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
 at Plat Book \_\_\_\_\_,  
 Page \_\_\_\_\_,  
 Reception No. \_\_\_\_\_,  
 Time \_\_\_\_\_.

San Miguel County Clerk

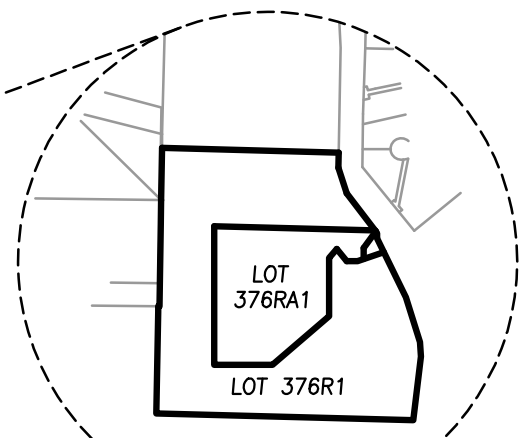
**Minor Subdivision To Adjust Lot Lines Between Lot 387R and Lot 376RA, Town of Mountain Village, situated within the NE1/4 of Section 9, T.42N., R.9W., N.M.P.M., County of San Miguel, State of Colorado.**

Project Mgr:	DB	Rev.	description	date	by
Technician:	MC / FO				
Checked by:					
Start date:	03/23/2016				

**FOLEY ASSOCIATES, INC.**  
 ENGINEERING • PLANNING • SURVEYING  
 Drawing path: dwg/Replat 4-15/REPLAT 04-16.dwg

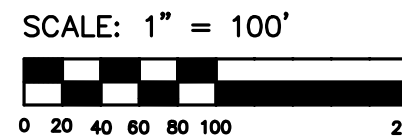
VICINITY MAP

NOT TO SCALE  
TOWN OF MOUNTAIN VILLAGE



LEGEND

- 16' GENERAL EASEMENT
SETBACK BEING CREATED
LOT LINE
SECTION LINE
FOUND 1-1/2" ALUMINUM CAP ON #5 REBAR MARKED BANNER, INC., L.S. 25954
FOUND 1-1/2" ALUMINUM CAP ON #5 REBAR MARKED ALAN JACOBSON, L.S. 28852
FOUND 1-1/2" ALUMINUM CAP ON #5 REBAR MARKED ALPINE, INC., L.S. 5772
FOUND 1-1/2" ALUMINUM CAP ON #5 REBAR MARKED FOLEY ASSOCIATES, INC., L.S. 24834
SET 1-1/2" ALUMINUM CAP ON 18" #5 REBAR MARKED FOLEY ASSOCIATES, INC., L.S. 37662
NO BUILD ZONE PER PLAT BOOK 1 AT PAGE 3427



OWNERS CERTIFICATE:

1. Yellow Brick Road CO LLC, a Colorado limited liability company ("Owner") is the current fee simple owner of the following described real property located in the Town of Mountain Village, San Miguel County, Colorado ("Property"):

2. The Owner does hereby make and approve the within plat, entitled LOT LINE ADJUSTMENT PLAT OF LOT 376R, LOT 376RA, AND ACCESS TRACT A-376R, TOWN OF MOUNTAIN VILLAGE ("Lot Line Adjustment Plat").

3. The purpose of this Lot Line Adjustment Plat is to modify the lot boundary lines of Lot 376RA and Lot 387R as shown and depicted herein. This Lot Line Adjustment Plat does not change the boundary lines of Access Easement AE-376 and Access Tract A-376R nor does it change the General Easements previously created on the Property.

4. Development of the Property is subject to the terms of this Lot Line Adjustment Plat and all applicable provisions of codes and ordinances duly adopted by the Town, including, the Town Community Development Code ("CDC").

5. The Lot Line Adjustment Plat depicts the areas of certain agreements or easements affecting portions of the Property, including (a) a certain "Waterline Easement" recorded in Reception No. 285725 (accommodating certain waterlines), which has been modified by instrument recorded in Reception No. 436396, which allows the Owner to relocate the Waterline and related Waterline Easement to a different location on the Property, (b) a certain "Goodman/Ski Ranches Agreement" recorded in Reception No. 0276066, as amended by the instrument recorded in Reception No. 290080 (accommodating certain recreational trails for Goodman and Ski Ranches), which was supplemented by instrument recorded in Reception No. 436396, which allows the Owner to relocate the Goodman and Ski Ranches Trail and related Trail Easements under the Goodman/Ski Ranches Agreement to a different location on the Property, (c) a certain "Gasline Easement" recorded in Reception No. 438392; and (d) a certain "Lot 387R1 Access and Utility Easement" recorded in Reception No. 436396. At such time as the Owner has completed the relocation of the Waterline and the Waterline Easement and the Goodman and Ski Ranches Trail and related Trail Easements as provided for by the agreements of record, the Owner shall record a separate document of record noting such relocations, which shall reference this Lot Line Adjustment Plat to note and confirm that the Owner need not record a further Lot Line Adjustment Plat of the Property to reflect the relocation of such facilities and easements. Furthermore, in the event that any of the foregoing easements are proposed for termination, modification, relocation or amendment, the execution and recordation of a separate instrument will be sufficient to effect the intended change and no amendment to this Lot Line Adjustment Plat is required to achieve such termination, modification, relocation or amendment.

6. The Owner does hereby make and approve the following notes and certifications:
a. Wetlands, steep slopes, and other geologic impediments to development may exist on the Property. The Owner agrees that any site specific development applications for individual improvements on the Property submitted to the Town as required by the CDC shall include an updated existing conditions plan indicating the location of any steep slopes, geologic hazards, wetlands, ponds, streams and drainages on the lot or parcel that development is proposed. The impacts of any site specific development as it relates to any steep slopes, geologic hazards, wetlands, ponds, streams and drainages shall be reviewed and evaluated by the Town at the time of its review of the site specific development application.
b. At the time of the submission of any site specific development applications for individual improvements on the Property as required by the CDC, Owner shall submit a utility plan depicting utility services to the proposed development. The Owner will be required to record utility easements serving the residential lots and open space parcels (as appropriate) at such time as the utilities have been installed and prior to the issuance of a certificate of occupancy for the improvement requiring the utility services. The easement shall be reviewed by the Town. Lots may not be sold to third parties unless and until utility easements have been recorded to the satisfaction of the Town. In the event that any of the foregoing easements are proposed for termination, modification, relocation or amendment, the execution and recordation of a separate instrument will be sufficient to effect the intended change and no amendment to this Lot Line Adjustment Plat is required to achieve such termination, modification, relocation or amendment.

OWNERS CERTIFICATE (cont.):

c. The Owner agrees that with respect to the portion of Lot 387R1 and Lot 376RA1 located within the "No Build Zone" as designated and depicted herein: it shall not develop any primary residence or accessory dwelling unit within the "No Build Zone".

THE FOREGOING IS HEREBY ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED AS OF 2016.

Yellow Brick Road CO LLC, a Colorado limited liability company

By: Bob Greene Enterprises Inc., Its Manager

By: Thomas G. Kennedy, Authorized Agent

STATE OF ss. COUNTY OF

The within Lot Line Adjustment Plat and Owner Certificate was acknowledged before me this day of 2016 by Thomas G. Kennedy, Authorized Agent, as the Authorized Agent of Yellow Brick Road CO LLC.

My commission expires: Witness my hand and official seal.

Notary Public

TOWN OF MOUNTAIN VILLAGE APPROVAL CERTIFICATES:

MAYOR'S CERTIFICATE:

I, Dan Jansen, as Mayor of the Town of Mountain Village, Colorado, do hereby certify that this Lot Line Adjustment Plat has been approved by the Town Council in the same resolution that has authorized and directed me to execute this document.

Town of Mountain Village:

By: Dan Jansen, as Mayor

By: Glen Van Nimwegen, Director, Community Development Department

STATE OF ss. COUNTY OF

The approval of this Lot Line Adjustment Plat was acknowledged before me this day of 2016 by Dan Jansen, as the Mayor of the Town of Mountain Village, Colorado.

My commission expires: Witness my hand and official seal.

Notary Public

STATE OF ss. COUNTY OF

The approval of this Lot Line Adjustment Plat was acknowledged before me this day of 2016 by Glen Van Nimwegen, as the Director of the Community Development Department of the Town of Mountain Village, Colorado.

My commission expires: Witness my hand and official seal.

Notary Public

TITLE INSURANCE COMPANY CERTIFICATE:

Land Title Guarantee Company does hereby certify that we have examined the ownership to the Property as shown on this Lot Line Adjustment Plat and that the ownership to the Property is in the name of Yellow Brick Road CO LLC, a Colorado limited liability company and is free of all liens and taxes except as follows:

Title Insurance Company Representative

SURVEYOR'S CERTIFICATE:

I, David R. Bulson of Foley Associates, Inc., a Professional Land Surveyor licensed under the laws of the State of Colorado, do hereby certify that the Lot Line Adjustment Plat shown herein 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. I further certify that all monuments and markers were set as required by the Town of Mountain Village Community Development Code Articles 50 and 51 of Title 38, C.R.S.

IN WITNESS WHEREOF, I here unto affix my hand and official seal this day of A.D. 2016.

P.L.S. No. 37662 Date

NOTES:

1. Ownership research from Land Title Guarantee Company, Order Number TLR8600473-3, dated January 14, 2016 at 05:00 P.M.

2. Standard Notes:

a) BASIS OF BEARINGS. The bearing from the CN 1/16 Corner S9, T42N, R9W, NMPM to the NE 1/16 Corner S9, T42N, R9W, NMPM assumed to bear S 88°32'23" E according to the Plat filed in at Plat Book 1 page 2088.

b) UNITS OF MEASURE. Linear units represented herein are shown in U.S. Survey Feet or a decimal portion thereof.

3. NOTES OF CLARIFICATION:

a. The following boundary lines of the following lots, tracts, and right-of-way have been modified by this Lot Line Adjustment Plat: Lot 387R and Lot 376RA

b. The following lots/parcels have been created by this Lot Line Adjustment Plat: Lot 387R1 and Lot 376RA1

c. The following lots/parcels have been deleted by this Lot Line Adjustment Plat: Lot 387R and Lot 376RA

4. 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 herein.

5. Setback areas shown on this Lot Line Adjustment Plat shall be maintained in a natural, undisturbed state to provide buffering to surrounding land uses. All above grade and below grade structures or structural components (soil nailing, etc.), earth disturbance, or ground level site development such as walks, hardscape, terraces and patios shall be located outside of the setback area, provided, however, that reasonable site disturbance can occur and improvements placed and undertaken within setback areas as may be necessary for driveways and walkways (along with associated structural elements and retaining walls), utilities, address monuments, natural landscaping, drainage/stormwater management, fire mitigation, forestry management and related cleaning and grading. The Town may authorize other activities within the setback areas in areas that may be devoid of naturally occurring trees or other naturally occurring vegetation.

COUNTY TREASURER'S CERTIFICATE:

I certify that according to the records in the San Miguel County Treasurer's office, there are no liens against the Property, or any part thereof, for unpaid State, county or municipal ad valorem taxes or special assessments certified to the County Treasurer for collection that are due and payable.

County Treasurer Date

RECORDER'S CERTIFICATE:

This Lot Line Adjustment Plat was filed for record in the office of the San Miguel County Clerk and Recorder on this day of 2016, at Plat Book Page Reception No. Time

San Miguel County Clerk

Minor Subdivision To Adjust Lot Lines Between Lot 387R and Lot 376RA, Town of Mountain Village, situated within the NE1/4 of Section 9, T.42N., R.9W., N.M.P.M., County of San Miguel, State of Colorado.

Table with columns: Project Mgr, Technician, Checked by, Start date, Rev, description, date, by.



970-728-6153 970-728-6050 fax P.O. BOX 1385 125 W. PACIFIC, SUITE B-1 TELLURIDE, COLORADO 81435

# Regional Behavioral Health Strategic Plan

Town of Mountain Village  
Town Council  
August 18, 2016

Lynn Borup, Executive Director, Tri-County Health Network

Paul Reich, President, Telluride R-1 School District Board of Education

Mandy Miller, Executive Director, San Miguel Resource Center



# Defining the Issues:

- Resort vs. Healthy Community
  - Demographics of Workforce
    - Visitors And Residents
      - Pressures of Seasonal Economy, High Cost of Living
        - Availability of & Promotion of Legal & Illegal Substances
          - Availability of Behavioral Health & Medical Services

# Defining the Issues:

- 2014 Mental Health Learning Summit
  - Tri-County Community Health Needs Assessment
    - 2015 Summit on Youth Substance Prevention
      - 2016 Mental Health & Suicide Forum

Resulted in:

## 2016 San Miguel Behavioral Health Strategic Plan

- Funded by San Miguel County & Tri County Health Network
  - Focus on behavioral health
    - Interviews with key stakeholders across the community

# Issues Identified in the Strategic Plan

- Access to behavioral health services
  - Access to substance use disorder treatment services
    - Incarceration of individuals with mental illness
      - Substance use prevention
        - Mental health awareness & reduction of stigma surrounding mental illness

# Led to meetings with representatives from:

- Tri County Health Network
  - San Miguel County Department of Social Services
    - San Miguel Resource Center
      - Center for Mental Health
        - Telluride School District

# Strategic Plan Areas of Focus:

- Regional Commission on Behavioral Health & Substance Prevention to create, implement and manage the initiatives of the Strategic Plan
  - Increase community education & awareness about mental health & wellness
    - Develop & implement prevention activities avoiding duplication & eliminating gaps
      - Improve access to training & services

# Year One Goals of the Strategic Plan

- Mental Health First Aid
  - Regional Behavioral Health Summit
    - Community Coalitions
      - School Based Prevention & Therapy
        - Incarcerated Individuals

# 2016-2019 Goals of the Strategic Plan

- Tele-therapy
  - Increase Access
    - Public Awareness Campaigns
      - Safe Tourism
        - Behavioral Health Assessments
          - Peer Support



# Regional Commission for Behavioral Health and Substance Prevention

## 2017 Fiscal Year Budget

### Expenses

Salary	\$ 63,000
Benefits	\$ 18,900
Travel	\$ 6,000
Training/Conferences	\$ 10,000
Contractual	\$ 25,000
Programming	\$150,000
Educational Campaign	\$ 15,000
Admin/Operating	<u>\$ 12,000</u>
Total	\$299,000

# Funding Requirements

## Primary Initial Funders

- San Miguel County
- Town of Telluride
- Town of Mountain Village

## Stakeholder Funding

- Center for Mental Health
- Telluride Medical Center
- Telluride Foundation

## Grant Opportunities

- Local
- State
- National

# Regional Behavioral Health & Substance Prevention Commission

Area Providers & Agencies Including, but not limited to:

San Miguel County Social Services      Center for Mental Health      San Miguel Resource Center  
Telluride Medical Center      Uncompaghre Medical Center      Telluride School District      Tri County Health Network

