

**TOWN OF MOUNTAIN VILLAGE  
TOWN COUNCIL REGULAR MEETING  
THURSDAY, JANUARY 19, 2017, 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 a Personnel Matter Pursuant to C.R.S. Section 24.6.402((4)(f)(l)), and 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 December 8, 2016 Regular Town Council Meeting
5.	9:40	5	Kennefick	Action	Consideration of a Resolution Designating Posting Locations for the Town's Ordinances and Public Notices
6.	9:45	10	Johnston	Action	Liquor Licensing Authority: Consideration of Re-certification of the Mountain Village Promotional Association and Common Consumption Area
7.	9:55	15	Nuttall	Informational	Bi-Annual Report for TRAA (Telluride Regional Airport Authority)
8.	10:10	30	Knox	Presentation	Presentation of Eco Action Partners 2017 Work Plan Including Mountain Village Specific Efforts
9.	10:40	30	Swain	Action	Finance: a. Presentation of the December 31, 2016 Business & Government Activity Report (BAGAR) b. Consideration of the November 2016 Financials c. Consideration of a Resolution Amending Resolution 2016-1117-17 Cable Rates
10.	11:10	5	Van Nimwegen	Action <b>Quasi-Judicial</b>	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding the Following Proposed Actions for Lot 640A, 306 Adams Ranch Road: a. The Proposed Rezoning of the Southern .55 Acres of Lot 640A (2.56 Acres) from Multi-Family Zone District to Class 2 Active Open Space and the Remaining 2.01 Acres to Class 3 Active Open Space; and b. The Transfer of 15 units of Employee Apartment or Condominium Units (45 Person Equivalent Density) from the Density Bank to Lot 640A for a Total of 45 Units of Employee Apartment or Condominium Units (135 person Equivalent Density) <b><i>(The Applicant has Requested that this Item be Continued to the February 16, 2017 Town Council Meeting)</i></b>
11.	11:15	5	Van Nimwegen	Action <b>Quasi-Judicial</b>	Consideration of a Resolution Approving a Conditional Use Permit for 45 Employee Apartments or Condominium Units on the Central 1.41 Acres of Lot 640A. The Address of the Property is 306 Adams Ranch Road <b><i>(The Applicant has Requested that this Item be Continued to the February 16, 2017 Town Council Meeting)</i></b>
12.	11:20	5	Van Nimwegen	Action <b>Quasi-Judicial</b>	Second Reading, Public Hearing and Council Vote on an Ordinance Regarding: (1) A Major Amendment to the See Forever Planned Unit Development to Convert the Proposed Restaurant and Related Space, Known as COM-1 per the See Forever Village at The Peaks Subdivision Plat Recorded At Reception Number 379984, to Residential Condominium; (2) Rezoning of Approximately 500 Square Feet of Town Owned Open Space, Parcel OS-3J that is Located Directly Below the Deck of Unit A101 of the See Forever Condominium Plat from Full Use Active Open Space to Village Center; and (3) Rezone and Transfer of a Condominium Unit of Density (3 Person Equivalent) to the See Forever PUD. The Address of the Property is 117 Sunny Ridge Place <b><i>(The Applicant has Requested that this Item be</i></b>

**TOWN COUNCIL MEETING  
AGENDA FOR JANUARY 19, 2017**

					<b><i>Continued to the February 16, 2017 Town Council Meeting)</i></b>
13.	11:25	5	Van Nimwegen	Action <b><i>Quasi-Judicial</i></b>	Consideration of a Resolution to Approve the See Forever Plaza III – Replat No. 3 Minor Subdivision( <b><i>The Applicant has Requested that this Item be Continued to the February 16, 2017 Town Council Meeting</i></b> )
14.	11:30	30	Drew Mahoney	Action	Consideration of Approval of the Mountain Village Community Grant Committee Bylaws and Adoption of Program Guidelines
	12:00	30			Lunch
15.	12:30	20	Mahoney	Action	Consideration of Approval of Telluride Conference Center Committee Bylaws
16.	12:50	45	Van Nimwegen	Joint Work Session	Conceptual Work Session with the Design Review Board to Discuss Proposed Changes to Chapter 17.5 Design Regulations of the Community Development Code
17.	1:35	15	Van Nimwegen	Action	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance to Amend Chapter 17.5 Design Regulations of the Community Development Code
18.	1:50	10	Van Nimwegen	Action	Consideration of Approval of Additional Funding for the AECOM Contract Relative to the Town Hall Subarea Master Plan to Include AECOM Attending Adoption Meetings and Preparing Illustrative Renderings
19.	2:00	15	Montgomery	Action	Consideration of Finalization of Contribution Amount for Mental Health through Tri County Health Network in 2017
20.	2:15	20	Council Members	Informational	Council Boards and Commissions Updates: a. San Miguel Watershed Coalition – Jett b. Colorado Flights Alliance – Jansen c. Transportation & Parking – MacIntire/Benitez d. Budget & Finance Committee – McKinley/Caton e. Gondola Committee – McKinley/Caton f. Colorado Communities for Climate Action-Jett g. San Miguel Authority for Regional Transportation-Benitez h. Eco Action Partners -Sherry i. Telluride Historical Museum-Sherry j. Mayor’s Update
21.	2:35	20	Katz Lehane Montgomery	Informational	Staff Reports: a. Mountain Munchkins b. Cable & Broadband Services c. Town Manager
22.	2:55	5			Other Business
23.	3:00				Adjourn

Please note that times are approximate and subject to change.

01/16/17

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  
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**TOWN OF MOUNTAIN VILLAGE  
MINUTES OF THE DECEMBER 8, 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, December 8, 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  
Dan Caton  
Michelle Sherry  
Bruce MacIntire

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

Cath Jett

Also in attendance were:

Jackie Kennefick, Director of Administration/Town Clerk  
Susan Johnston, Deputy Town Clerk  
Christina Meilander, Administrative Services Coordinator  
David Reed, Town Attorney  
Jim Mahoney, Assistant Town Attorney  
Kevin Swain, Finance Director  
Julie Vergari, Chief Accountant  
Nichole Zangara Riley, Director of Marketing & Business Development  
Chris Broady, Police Chief  
Glen Van Nimwegen, Dir. of Planning & Development Services  
Deanna Drew, Director of Plazas & Environmental Services  
Finn Kjome, Director of Public Works  
Jim Loebe, Director of Transit and Recreation  
Sam Starr, Planner  
Steven Lehane, Director of Cable & Broadband Services  
Kristin Meucci

Anton Benitez  
Robert Stenhammer  
Tim Johnson  
Kathy Murphy  
Kristen Booher  
Julia Levine  
Duncan Hogarth  
Steve Togni  
Michael Martelon  
Neil Habanos  
Erin Ries  
Chris Myers  
Paul Ruud  
Chris Hawkins  
Michael Lynch

**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 Laila Benitez and seconded by Dan Caton, 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 9:33 a.m.

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

No public comment was received.

**Consideration of Approval of Minutes of the November 17, 2016 Regular Town Council Meeting (4)**

On a **MOTION** by Laila Benitez and seconded by Michelle Sherry, Council voted unanimously to approve the November 8, 2016 meeting minutes the following statement added to agenda item # 11: *Town Council expressed appreciation and support for the plan, in particular those summer time enhancements that can help to spread out our visitor traffic across the community and up on the mountain.*

**Liquor Licensing Authority: (5)**

**Consideration of an Application by Telluride Ski & Golf for a Temporary Modification of Premises on the Hotel and Restaurant with Optional Premises Liquor License to Extend Liquor Service at Optional Premise Allred's Restaurant to Include the Ridge Club for a Wedding Cocktail Reception February 25, 2017**

Deputy Town Clerk Susan Johnston presented the above item stating that the application was complete, appropriate fees have been paid, and the application had been reviewed by Assistant Town Attorney Jim Mahoney and Police Chief Chris Broady. Council discussion ensued. Council asked legal to investigate whether or not staff can approve wedding modification of premises on a staff level. On a **MOTION** by Dan Caton and seconded by Laila Benitez, Council voted unanimously to approve the application by Telluride Ski & Golf for a temporary modification of premises on the Hotel and Restaurant with Optional Premises liquor license to extend liquor service at optional premise Allred's Restaurant to include the Ridge Club for a wedding cocktail reception on February 25, 2017.

**Bi-Annual Reports for Marketing Telluride Inc. (MTI) and Colorado Flights Alliance (CFA) (6)**

Chief Operating Officer of CFA Matt Skinner presented his report. He reported a fourteen percent year over year increase in overall passengers this past summer and stated that one of CFA's goals is to secure year round air service into the Telluride Airport (TEX). Allegiant is offering a low cost flight from Montrose to Denver. The C approach for the Telluride Airport is expected to be fully approved within the next six months. This will allow for larger aircraft to land at the airport. The approach pattern has been redesigned so that planes will approach from the golf course rather than over the Meadows. The Cortez Airport has partnered with Boutique Airlines who run low cost daily flights to Phoenix and Denver. The Montrose Airport has added a north terminal baggage claim location to expedite baggage pick up.

President and CEO of Marketing Telluride Inc. Michael Martelon presented his report stating that Trip Advisor has recently decided to separate lodging based on tax collecting entities. The website currently has tabs for Telluride and Telluride/Mountain Village. When a user performs a search and Telluride is entered as the destination; Mountain Village lodging is not represented in the results. Mr. Martelon has requested that Trip Advisor remove the Telluride tab and utilize only the Telluride/Mountain Village tab. He noted that the Mountain Village Lodging numbers are down by thirty percent from last year and pacing behind Telluride in bookings. Mr. Martelon stated that he has been in contact with the president of Trip Advisor to resolve the issue. Public comment was received by Steve Togni of The Mountain Lodge stating that Mountain Village needs to be represented as part of one destination with Telluride on Trip Advisor. Director of Marketing and Business Development Nichole Zangara asked Mr. Martelon to also convey to Trip Advisor that the Gondola is owned by the Town of Mountain Village and therefore they should direct Gondola inquiries to Mountain Village instead of Telluride.com. The grey market (VRBO and Air B&B) represents between nine to eleven percent of the total lodging in Mountain Village. Mountain Village's bed base has expanded through the grey market. Discussion ensued on how to ensure that property owners/managers are obtaining business licenses and paying lodging taxes. The Telluride brand has been awarded the Number One Ski Resort ranking in Conde Naste Traveler three out of the last four years. Marketing Telluride Inc. will continue to cultivate public relations on the Telluride brand.

**Consideration of Approval to Perform an Open Burn within Town of Mountain Village Limits for the Telluride Fire Festival Pursuant to Section 17.6.9 of the Community Development Code (7)**

Director of Plazas and Environmental Services Deanna Drew presented the above item in conjunction with applicants Erin Ries and Chris Myers. This is a private event to be held at the top of lift 7 and will have a large open burn they are calling "Fire on the Mountain". The applicants have secured the required approvals from the Fire District and TSG (Telluride Ski & Golf). Council discussion ensued on the level of insurance coverage required by the Town. Jim Mahoney stated that for the 2016 Fire Festival event, Council granted

an exception to the five million dollar requirement and accepted two million dollars in liability insurance. Police Chief Chris Broady has reviewed and accepted the fire safety plan provided by the applicant. Ms. Ries stated that the 2017 event is more organized and structured and will include four firefighters and one EMT on site. Jim Mahoney stated that the town must at least match San Miguel County's insurance requirements for a controlled open burn. Council directed staff to agendize a discussion at a future meeting on the insurance requirements for controlled open burns and the possibility of considering a lower insurance level in the winter season when the risk is lower. On a **MOTION** by Laila Benitez and seconded by Dan Caton, Council voted unanimously to approve an exception allowing the insurance coverage for the Telluride Fire Festival events in January 2017 to be one million dollars for each occurrence and two million dollars in aggregate.

On a **MOTION** by Bruce MacIntire and seconded by Michelle Sherry, Council voted unanimously to convene as the Board of Directors for the Dissolved Mountain Village Metro District.

**Town Council Acting as the Board of Directors for the Dissolved Mountain Village Metro District(8)**

Finance Director Kevin Swain presented the following:

**a. Consideration of a Resolution Adopting the 2017 Metro District Budget**

On a **MOTION** by Marty McKinley and seconded by Laila Benitez, Council voted to adopt a Resolution adopting the 2017 Metro District Budget as presented.

**b. Consideration of a Resolution Appropriating Sums of Money for 2017**

On a **MOTION** by Marty McKinley and seconded by Laila Benitez, Council voted to adopt a Resolution appropriating sums of money for 2017.

**c. Consideration of a Resolution Revising the 2016 Budget**

On a **MOTION** by Marty McKinley and seconded by Dan Caton, Council voted unanimously to adopt a Resolution revising the 2016 budget.

**d. Consideration of a Resolution Re-Appropriating Sums of Money for 2016**

On a **MOTION** by Laila Benitez and seconded by Marty McKinley, Council voted unanimously to adopt a Resolution re-appropriating sums of money for 2016.

**e. Consideration of a Resolution Setting the Mill Levy for 2016 to be Collected in 2017**

On a **MOTION** by Dan Caton and seconded by Marty McKinley, Council voted unanimously to adopt a Resolution setting the mill levy for 2016 to be collected in 2017.

On a **MOTION** by Laila Benitez and seconded by Marty McKinley, Council voted unanimously to re-convene as Town Council.

**Finance: (9)**

**a. Second Reading, Public Hearing and Council Vote on an Ordinance of the Town Levying Property Taxes for the Year 2016 to be Collected in 2017**

The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. On a **MOTION** by Dan Caton and seconded by Marty McKinley, Council voted 6-0 (Cath Jett was absent) to approve an Ordinance of the Town levying property taxes for the year 2016 to be collected in 2017.

**b. Second Reading, Public Hearing and Council Vote on an Ordinance Adopting the 2017 Budget and Revising the 2016 Budget**

Mr. Swain presented the proposed 2017 and revised 2016 budgets stating that the only change made from the first reading was to move \$12,000 for a Gondola economic impact study, from the Gondola budget back into the general fund. Transit Director Jim Loebe stated that the cost of the study will be split between the Town of Mountain Village, the Town of Telluride and TMVOA (Telluride Mountain Village Owners Association) and its purpose is to determine specific economic benefits to each party. The Mayor added that the 2016 Benchmarking Study consultant experienced difficulties gathering data, and that a work session will be agendized to discuss how to move forward in 2017. Town Attorney David Reed noted that a memo from staff, outlining the difficulties with the study, will be added to the packet as part of the public record. The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing.

On a **MOTION** by Marty McKinley and seconded by Dan Caton, Council voted 6-0 (Cath Jett was absent) to pass an Ordinance adopting the 2017 Budget and Revising the 2016 Budget.

Moved to agenda item # 15

**Regional Wastewater Treatment Plant Master Planning Update (10)**

Public Works Director Finn Kjome introduced Town of Telluride Public Works Director Paul Ruud. Mr. Ruud explained that the wastewater treatment plant project will occur in stages. Stantec Engineering Services was hired to develop the Telluride Regional Wastewater Treatment Plant Master Plan. The goal is to develop a map of how to move forward with both short term management changes and structural capital investments to meet increasing growth within the utility service area as well as new discharge permit regulations, long term growth and anticipated upcoming discharge permit regulations. Mayor Jansen disclosed that he is a member of Stantec and inquired as to whether or not he should recuse himself. Town Attorney David Reed stated that there was no conflict. Stantec has been leading weekly meetings, conducting interviews, and gathering and analyzing existing systems data and relevant regional information.

Objectives:

1. Develop a strategy to ensure compliance with discharge permit limits for metals, particularly copper and arsenic.
2. Identify factors in the wastewater treatment system that constrains its ability to meet existing and upcoming discharge permit limits.
3. Determine how the wastewater treatment system can meet anticipated growth within the existing service area over the next 30 years?
4. Determine how to optimize bio solids generation, treatment, storage, and disposal.

Council discussion ensued. Mr. Rudd stated that the project is a multi-tiered process with compliance milestones defining the expansion. The study should be complete by the end of the first quarter of 2017. Potential financial implications of the Master Plan's recommendations will be presented and discussed in detail at a future work session. Council thanked Mr. Ruud for an informative update.

**First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding the Following Proposed Actions for Lot 640A, 306 Adams Ranch Road: (11)**

- a. **The Proposed Rezoning of the Southern .55 Acres of Lot 640A (2.56 Acres) from Multi-Family Zone District to Class 2 Active Open Space and the Remaining 2.01 Acres to Class 3 Active Open Space; and**
- b. **The Transfer of 15 units of Employee Apartment or Condominium Units (45 Person Equivalent Density) from the Density Bank to Lot 640A for a Total of 45 Units of Employee Apartment or Condominium Units (135 person Equivalent Density).**

*(The Applicant has Requested that this Item be Continued to the January 19 Town Council Meeting)*

On a **MOTION** by Laila Benitez and seconded by Bruce MacIntire, Council voted unanimously to continue this item to the January 19, 2017 Town Council meeting.

Council took a lunch break from 12:10 p.m. to 1:28 p.m.

**First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding (1) A Major Amendment to the See Forever Planned Unit Development to Convert the Proposed Restaurant and Related Space, Known as COM-1 per the See Forever Village at The Peaks Subdivision Plat Recorded At Reception Number 379984, to Residential Condominium; (2) Rezoning of Approximately 500 Square Feet of Town Owned Open Space, Parcel OS-3J that is Located Directly Below the Deck of Unit A101 of the See Forever Condominium Plat from Full Use Active Open Space to Village Center; and (3) Rezone and Transfer of a Condominium Unit of Density (3 Person Equivalent) to the See Forever PUD. The Address of the Property is 117 Sunny Ridge Place (12)**

Director of Planning and Development Services Glen Van Nimwegen presented the above item stating that the Ordinance had been continued from the October 20<sup>th</sup> and November 17<sup>th</sup> meetings to ensure the applicant and the HOA were in agreement over several items. Council discussion ensued. Public comment was received by Chris Hawkins of Alpine Planning, LLC, Doug Tueller, attorney for the HOA and Mike Lynch.

Dan Jansen left the meeting at 1:55 p.m. Mayor Pro-Tem Marty McKinley presided.

On a **MOTION** by Dan Caton and seconded by Bruce MacIntire, Council voted 4–1 (with Laila Benitez dissenting and Dan Jansen and Cath Jett absent) to pass on first reading an Ordinance approving (1) A Major Amendment to the See Forever Planned Unit Development to Convert the Proposed Restaurant and Related Space, Known as COM-1 per the See Forever Village at The Peaks Subdivision Plat Recorded At Reception Number 379984, to Residential Condominium; (2) Rezoning of Approximately 500 Square Feet of Town Owned Open Space, Parcel OS-3J that is Located Directly Below the Deck of Unit A101 of the See Forever Condominium Plat from Full Use Active Open Space to Village Center; and (3) Rezone and Transfer of a Condominium Unit of Density (3 Person Equivalent) to the See Forever PUD subject to the following conditions:

1. The Mayor is authorized to review and approve the final PUD Development Agreement and other legal instruments as set forth in the final PUD Development Agreement which may be required to be amended concurrently with the PUD.
2. Owner shall provide a certificate to the Town of ownership of the density unit prior to executing the PUD Development Agreement.
3. The Owner shall obtain any required approval of the See Forever Village at the Peaks Homeowners Association, Inc. to effectuate any of the approvals set forth herein and to execute any of the legal instruments which must be contemplated to be amended by the PUD Development Agreement.
4. When either ceiling or wall studs are in place, or when drywall is complete on the new residential unit, Owner shall cause to be prepared a condominium map amendment by a Colorado licensed surveyor which incorporates the new residential unit and re-allocation of parking spaces into the See Forever Village at the Peaks Homeowners Association. Owner shall submit and obtain approval from the Town for such map amendment prior to issuance of a certificate of occupancy for such residential unit.
5. Once the deed restriction termination for Exhibit E of the Agreement is executed by the Town, Owner shall provide a fully executed deed restriction termination by TSG, which is also a party to the deed restriction set forth in Exhibit E of the Agreement, to the Town prior to recordation in the Official Records.
6. Owner shall provide for staff approval an easement in a form acceptable to the Town Attorney's office, for the exclusive use of the upper Observation Area as described per Reception No. 346331; and relocate the telescope to the public plaza as approved by staff. Such easement shall include the obligation of the Owner to pay for all maintenance of the upper Observation Area including but not limited to snowmelt and related costs.
7. The condominium map amendment required herein shall designate the four parking spaces currently designated as commercial general common elements as follows: a one parking space designated for the new residential unit, two parking spaces designated as general common elements for the HOA's benefit and one individual parking unit.
8. The Owner shall be responsible for obtaining an agreement in a form acceptable to the Town Attorney's office requiring the owner of Lot 114 to pay for all costs associated with the 442 square feet of snow melted walkway leading to Lot 114.

And to set the second reading, public hearing, and final Council vote for January 19, 2017.

### **Community Grants Program Update (13)**

Laila Benitez presented the above update stating that the proposed process for 2017 (2018 budget) is outlined in the packet materials. The Mountain Village Community Grant Committee is proposed to be comprised of two Council members, two Town staff members, and two Mountain Village residents who will be appointed by Council. The Committee will review applications and make funding recommendations to

Council. Criteria for decisions will be based on an organization's written application, supporting documentation, and the recommendation of the Mountain Village Community Grant Committee. Council discussion ensued regarding the type of restrictions for capital campaigns and endowments and will not exclude small scale and justifiable expenditures. Ms. Benitez will draft the language for the restrictions and forward to Council and staff. Communications will include press release, social media, email marketing, and web site. Council directed staff to agendize approval of the Mountain Village Community Grant Committee bylaws and program procedures at the January Council meeting.

**Telluride Conference Center Committee Formation (14)**

Nichole Zangara presented. In October, Council expressed interest in forming a committee that would be responsible for vetting the Town's options regarding the potential sale of TCC (Telluride Conference Center) and/or future operations of the facility. Council discussion ensued. Marty McKinley and Bruce MacIntire agreed to serve on the committee and Kevin Swain will serve as one staff member with Kim Montgomery or another staff member to be determined as the other. The next step is to draft the bylaws which will outline the mandate, responsibilities and deliverables to be considered at the January 19, 2017 Town Council meeting.

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

**Council Boards and Commissions Updates: (15)**

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

San Miguel Power will renew the Income Qualified program which currently has twenty-seven enrollees. EAP is exploring the possibility of the State allowing a reusable cup in the Entertainment District/Common Consumption Area.

**b. Telluride Historical Museum(THM)-Sherry**

Ms. Sherry stated that the 2016 budget had a \$30,000 deficit; however, THM is anticipating that the 2017 budget will have a surplus. The Museum's revenues for the sluice exhibits were negatively affected by the Sluice Exhibit in Mountain Village by approximately \$1000.

**c. San Miguel Watershed Coalition (SMWC)– Jett**

There was no report.

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

There was no report.

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

Bruce MacIntire encouraged everyone to download the ParkMobile Application that is now online for parking options in Mountain Village.

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

There was no report.

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

There was no report.

**h. Colorado Communities for Climate Action (CC4CA)- Jett**

There was no report.

**i. Mayor's Update-Jansen**

The Mayor asked Director of Cable & Broadband Services Steven Lehane to update Council at a future date on technology upgrades and expanding Broadband.

**j. San Miguel Authority for Regional Transit (SMART)**

Laila Benitez stated that SMART will hold the second meeting on Monday, December 12th at 10 a.m. at the Miramonte Building. The agenda includes defining a job description, position requirements, accounting services, and banking requirements. Ms. Benitez stated that the Board will advertise for the advisory committee membership.

Council moved to agenda item # 10



**Staff Reports: (16)**

**a. Marketing & Business Development**

Nichole Zangara presented her bi-annual report outlining the department's scope of projects. She announced that the Town is welcoming its first manufacturer to Mountain Village. Wagner Skis will be opening a shop in the Palmyra Building. Council congratulated Ms. Zangara for her last report and wished her well in her new endeavors.

**Other Business (19)**

Steven Lehane stated that a cable programming issue has arisen after cable rates have been set for 2017 and in order to continue offering FOX channel, which will be airing the Super Bowl, one of the following options must occur:

1. Drop the channel (no rate increase)
2. Pay the programming fee (keep the channel) and raise the cable rates to consumers
3. Pay the programming fee (keep the channel) and absorb the additional cost (loss of revenue)

Council discussion ensued and directed staff to increase the cable rate by \$5.50/month and to present a new Resolution at the January Council meeting replacing the Resolution passed at the December 8<sup>th</sup>, 2016 Town Council meeting. The rate increase will take effect on February 1, 2017. Council stressed ensuring adequate communication to the public regarding this issue.

Laila Benitez provided a brief overview of the activities for the Holiday Prelude event on December 17, 2016 which will include free ice skating, North Pole on Ice, Santa's Village and live reindeer in Sunset Plaza.

Nichole Zangara stated that the Gondola Anniversary celebration is December 20<sup>th</sup> at the Telluride Conference Center from 6:00-9:00 p.m. The celebration is free and open to the public.

Marty McKinley stated that during discussions regarding the potential sale of VCA (Village Court Apartments), it was determined that thirty-eight additional units could be added. The Telluride Town Council meets Tuesday, December 6<sup>th</sup>, and will consider the Private Public Partnership (P3) Memorandum of Understanding (MOU) for the further development of work force housing. If it is approved, the cost of the consultant would be split with the Town of Telluride and San Miguel County however; Mountain Village runs the risk that the VCA project may not be addressed immediately. If Council decides move forward and hire a consultant to oversee the building of the thirty-eight additional VCA units, then the Town would be responsible for paying the consultant with the cost potentially being shared with Telluride Ski & Golf (TSG) and Telluride Mountain Village Owners Association (TMVOA). Council direction was to move forward with a more detailed proposal from the consultant and confirm TSG and TMVOA's willingness to participate.

Dan Jansen returned to the meeting at 2:53 p.m.

On a **MOTION** by Dan Caton and seconded by Laila Benitez, Council voted unanimously to enter into executive session at 3:08 p.m.

Council returned to regular session at 4:13 p.m.

There being no further business, on a **MOTION** by Michelle Sherry and seconded by Laila Benitez, Council unanimously agreed to adjourn the meeting at 4:14 p.m.

Respectfully prepared,

Susan Johnston  
Deputy Town Clerk

Respectfully submitted,

Jackie Kennefick  
Town Clerk

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

**NO. 2017-0119-**

**RECITALS:**

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

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

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

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

**ADOPTED AND APPROVED** by the Town Council, at a regular meeting held on the 19th day of January, 2017.

TOWN OF MOUNTAIN VILLAGE TOWN COUNCIL

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

ATTEST:

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

APPROVED AS TO FORM:

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

# Town of Mountain Village

**Date:** 1/13/2017  
**To:** Town Council, Acting as the Liquor Licensing Authority (LLA)  
**From:** Susan Johnston, Deputy Town Clerk  
**RE:** Local Liquor Licensing Authority

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

All required documentation and fees have been received. The packet has been reviewed by Assistant Town Attorney Jim Mahoney and Police Chief Chris Broady. Mr. Mahoney has advised Council to include two conditions with the re-certification:

- Applicant shall provide new license agreements to the Clerk's Office by no later than April 1, 2017 which evidence the use of Town of Mountain Village and TSG property for the common consumption area beyond the existing license agreements which expire April 1, 2017
- Applicant shall provide updated insurance certificates to the Clerk's Office prior to May 1, 2017 to shown coverage for the remainder of the 2017 calendar year

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



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

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

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

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



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

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

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

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



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

**CERTIFICATION OF APPLICANT**

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

Authorized Signature

12/27/16  
12/27/16

Date

**Executive Director**

Title

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**REPORT AND APPROVAL OF THE LOCAL LIQUOR LICENSING AUTHORITY**

Jackie Kennefick

Town Clerk

Town of Mountain Village

Date

**TOWN OF MOUNTAIN VILLAGE**

**PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA**

## CERTIFICATION RENEWAL REQUEST

### PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA GENERAL GUIDELINES:

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

#### Revisions and amendments to this original application for Common Consumption Area

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



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

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

ABOVE SPACE FOR OFFICE USE ONLY

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

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

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

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

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

United States  
*(Province - if applicable) (Country)*

Mailing address  
*(leave blank if same as street address)*

(Street number and name or Post Office Box information)

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

(Province - if applicable) (Country)

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

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

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

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

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



Mailing address  
(leave blank if same as street address)

PO Box 1748

(Street number and name or Post Office Box information)

Telluride

(City)

CO

(State)

81435

(ZIP Code)

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

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

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

Name  
(if an individual)

Solomon

(Last)

Joseph

(First)

A.

(Middle)

(Suffix)

OR

(if an entity)

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

Mailing address

PO Box 1748

(Street number and name or Post Office Box information)

Telluride

(City)

CO

(State)

81435

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

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

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

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

The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

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

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

This document contains additional information as provided by law.

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

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

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

**Notice:**

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

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

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

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

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

**Disclaimer:**

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

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

**Article 1  
Purpose**

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

**Article 2  
Principal Office**

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

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

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

**Article 3  
Board of Directors**

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

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

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

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

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

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

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

#### Article 4 Meetings of Directors

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

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

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

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

## Article 5 Officers and Duties

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

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

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

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

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

## Article 6 Memberships

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

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

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

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

Article 7  
Budget and Fiscal Year

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

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

Article 8  
Amendment of Bylaws

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

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

STEPHEN A ROTH  
~~\_\_\_\_\_~~, President

Attest: Todd Gehlke  
~~\_\_\_\_\_~~ Secretary

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**Mountain Village Promotional Association  
Directors and Officers**

President: Adam Singer  
Poachers Pub

Vice President: John Carter  
Madeline Hotel & Residences

Secretary: Jeff Badger  
Talay / TSG

Director: Anton Benitez  
Telluride Mountain Village Owners Association

Director: Evan – Mgr at Talay  
Talay / TSG

**List of Licensed Premises & State Liquor License Numbers**

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

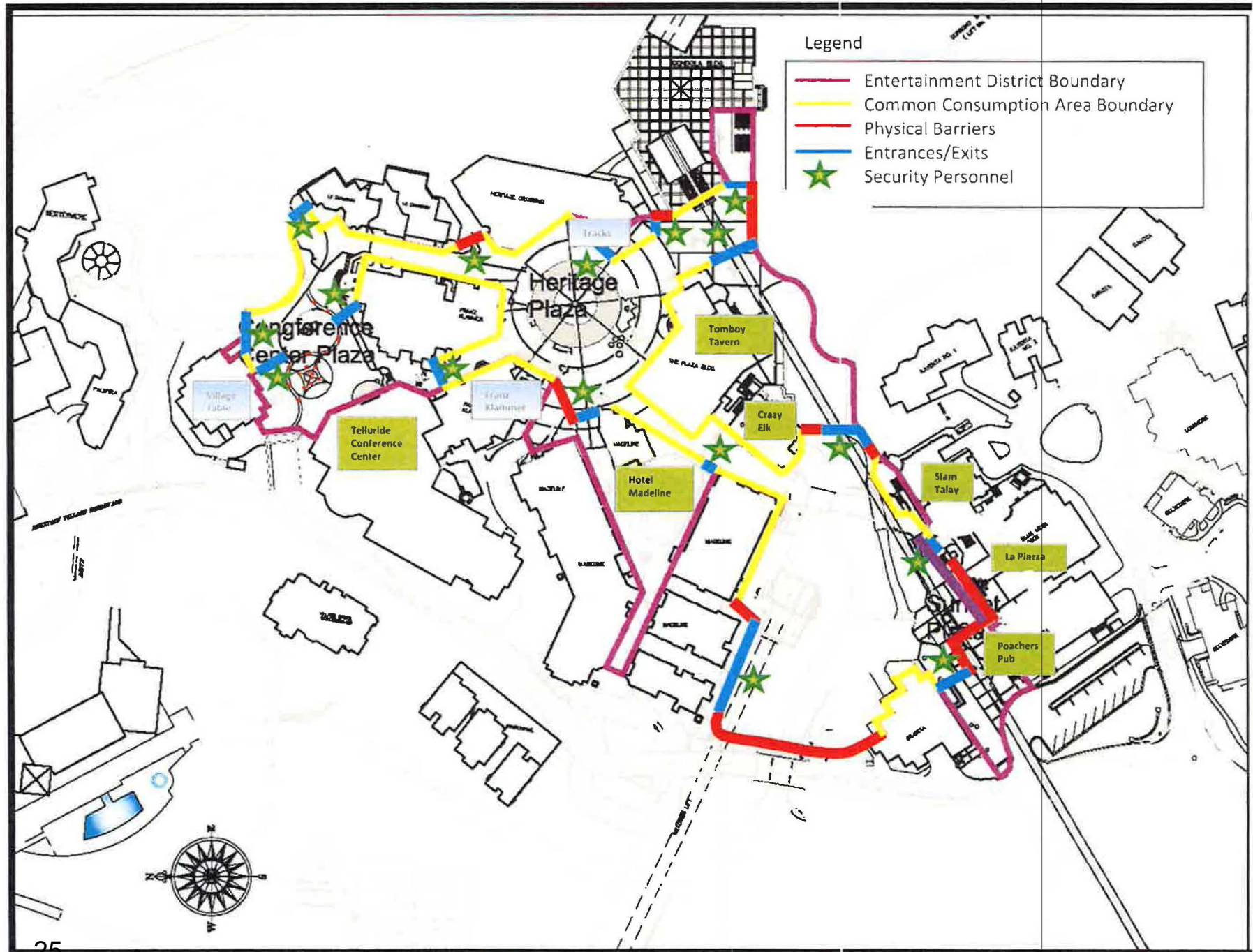
**Total Square Feet of Licensed Premises**

**461984**

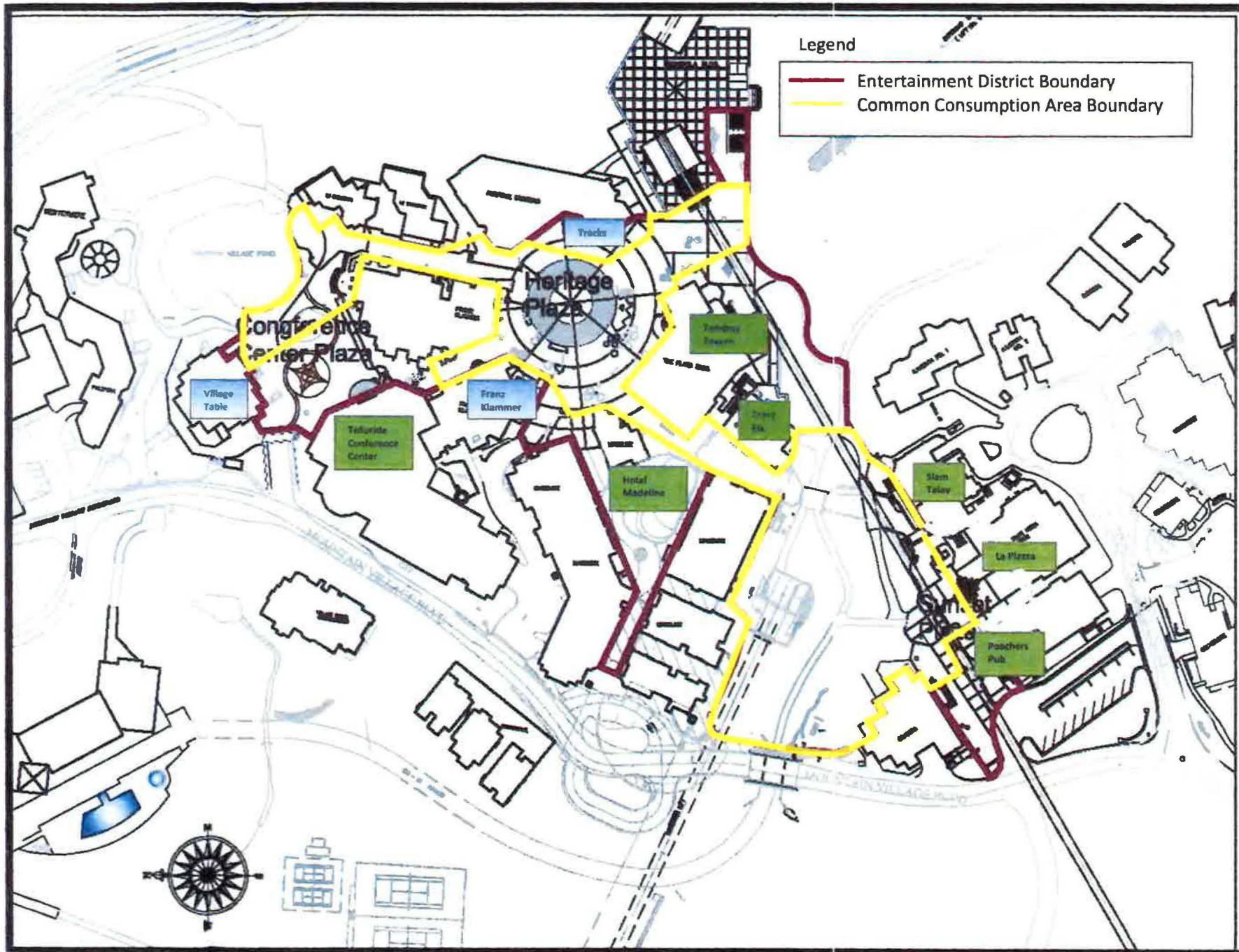
<b>Licensed Premises not in Promotional Association</b>	<b>Location</b>
Tracks	Heritage Plaza
The Village Table	Conference Center Plaza
Franz Klammer	Heritage Plaza
La Piazza/La Pizzeria	Sunset Plaza



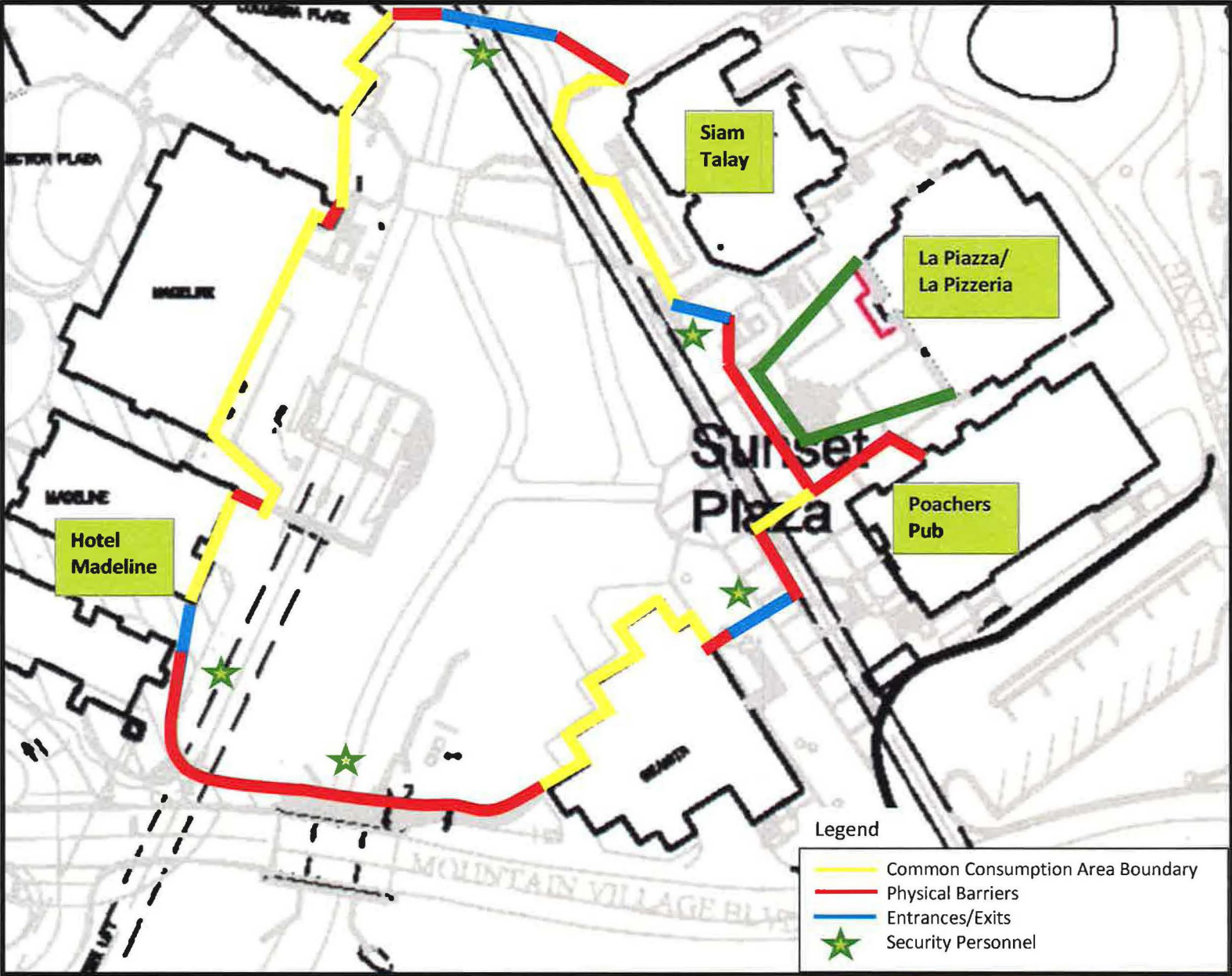
# Common Consumption Area Boundary Map with Barriers, Entrances & Security



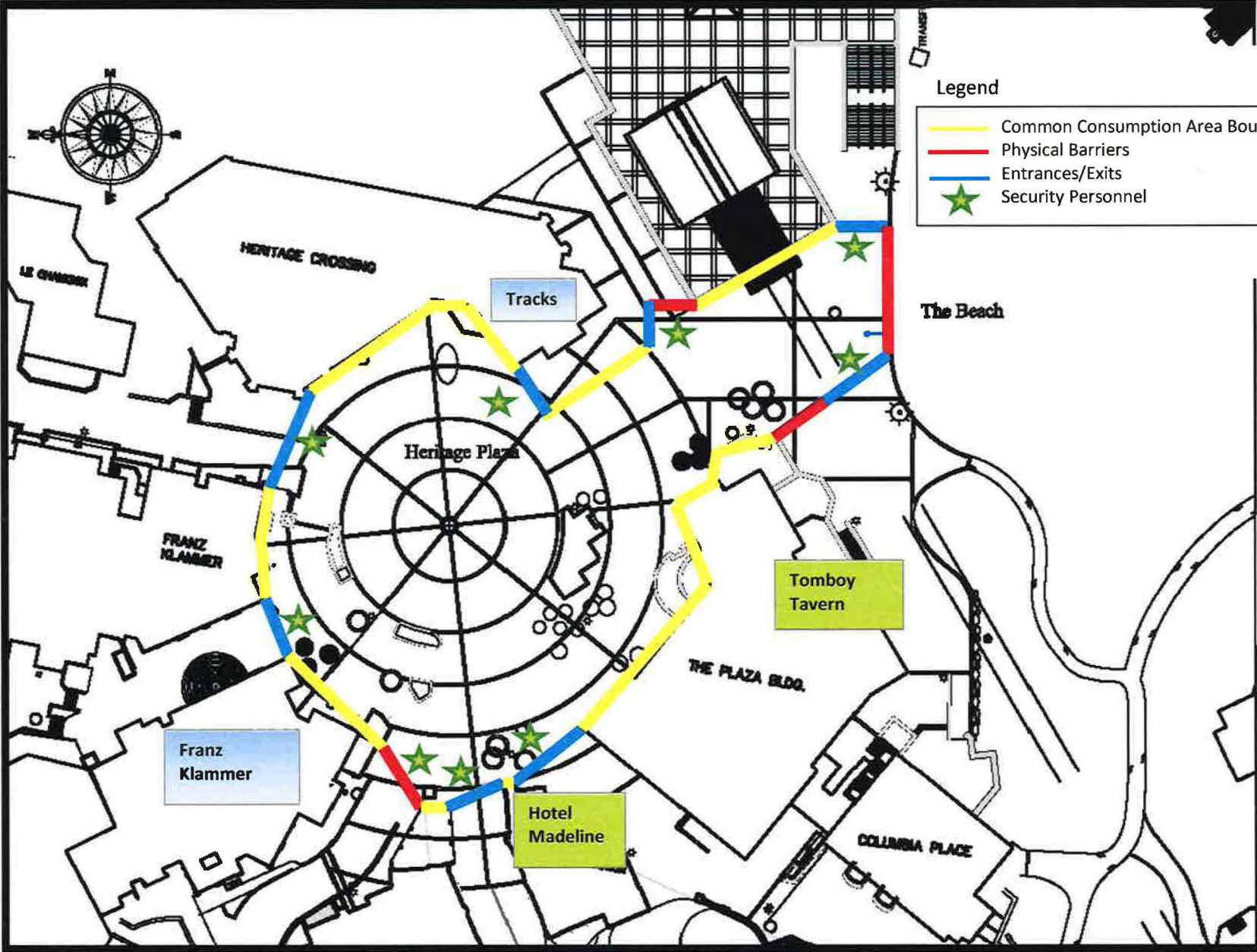
# Common Consumption Area Boundary Map with Licensed Establishments



# Common Consumption Boundary for Sunset Plaza



# Common Consumption Area Boundary for Heritage Plaza



## **Mountain Village Promotional Association 2017 Security Plan**

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

- FirstGrass Concert: 6/14
- Sunset Concert Series: 6/21, 6/28, 7/12, 7/19, 7/26, 8/2, 8/9, and 8/16
- Red White and Blues Concert: 7/3
- The Ride Festival Presents an Evening of Rock and Roll Concert: 7/7
- Sunset Blues Concert: 9/14

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

Three liquor license holders will be participating in the common consumption area for the Sunset Concerts and are; Poachers Pub, Siam Talay and Hotel Madeline. Each establishment will hire the necessary security staff in house for a total of 6-8 security personnel to cover the area. Please see attached map (Schedule B) for distribution of staff. Each liquor license holder will be responsible for managing the crew on a rotational basis starting with the first concert on June 14<sup>th</sup>. The responsible manager will be named and such name will be provided to the Town at least 3 business days prior to each event. Such manager shall be the primary point of contact for the Town for each event. The responsible manager shall meet with the Town's chief of police or his designee at least 48 hours prior to the event to go over any potential issues and security concerns with the event and common consumption area.

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

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

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

### **The work day schedule:**

- Set up will begin at 4:00pm.
- Responsible manager shall meet with all security personnel to go over responsibilities and duties of each person.
- Monitoring of the area will begin 1 hour prior to the beginning of the concert (see attached Calendar of Events for approximate start times). Monitoring shall include checking all early entrants to the concert area for outside alcohol and informing them of the common consumption area rules. All entrance and exit to the concert area

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

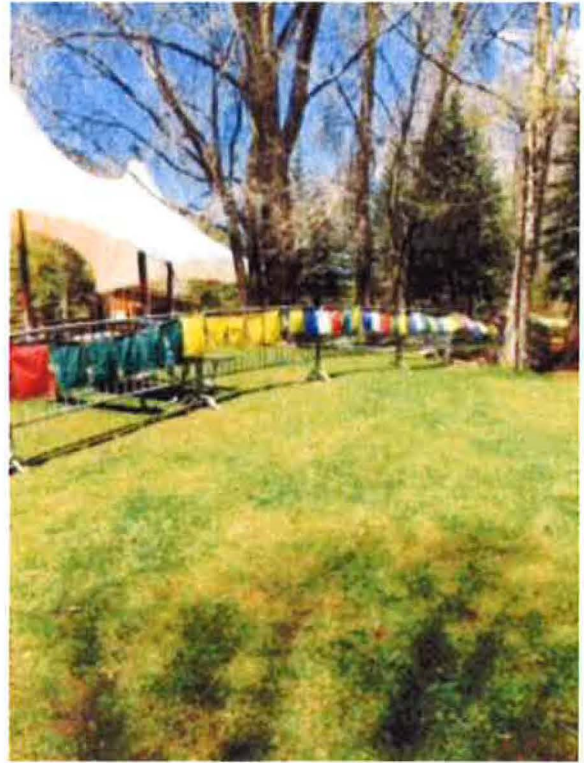
- Monitoring will continue until 30 minutes after the concert has ended (approximately 8:30pm for all concerts, see attached Calendar of Events for approximate end times). The post show monitoring shall include a sweep to insure all alcoholic beverages are removed from the common consumption by the end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

#### **Security Plan and Training:**

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

#### **Barriers and Signage:**

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



**Schedule A**  
**Entertainment District 2017 Calendar of Events**

Date	Event	Talent	MOD & Time
6/14 Wed	FirstGrass Concert	TBD	TBD
6/21 Wed	Sunset Concert Series	TBD	TBD
6/28 Wed	Sunset Concert Series	TBD	TBD

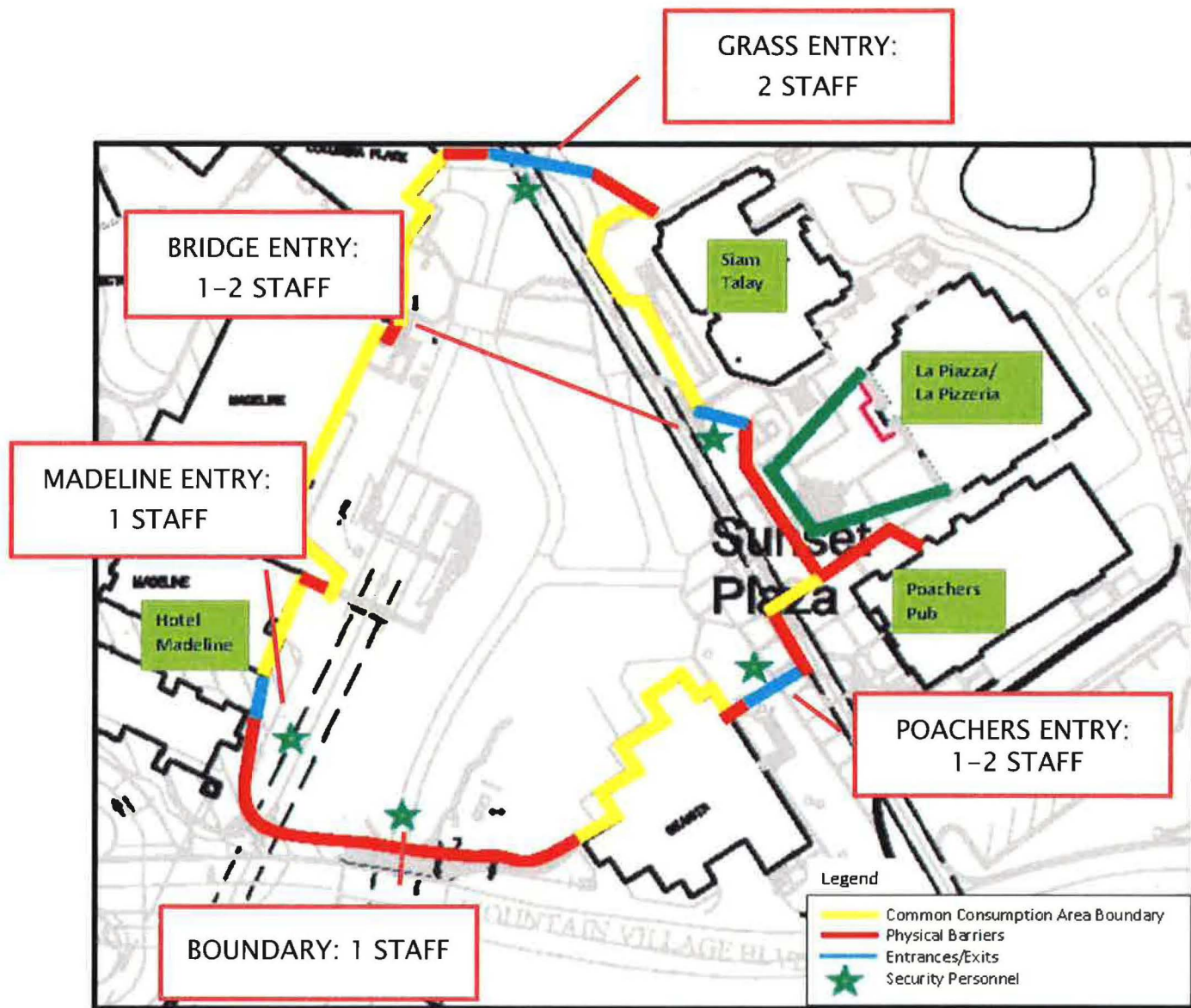
7/3 Monday	Red, White & Blues Concert	TBD	TBD
7/7 Fri	The Ride Festival Rock & Roll	TBD	TBD
7/12 Wed	Sunset Concert Series	TBD	TBD
7/19 Wed	Sunset Concert Series	TBD	TBD
7/26 Wed	Sunset Concert Series	TBD	TBD

8/2 Wed	Sunset Concert Series	TBD	TBD
8/9 Wed	Sunset Concert Series	TBD	TBD
8/16 Wed	Sunset Concert Series	TBD	TBD

9/14 Thurs	Sunset Blues Concert	TBD	TBD
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**Schedule B  
Common Consumption Boundary and Security for Sunset Plaza**



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

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

### **Supervisor Checklist**

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

### **Set-up Checklist**

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

### **Security Checklist**

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

### **Breakdown Checklist**

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



## 2017 Calendar

Date	Event	Location	Time
6/14 Wed	FirstGrass Concert	Sunset Plaza	2-6:30 p.m.
6/21 Wed	Sunset Concert Series	Sunset Plaza	5-8:30 p.m.
6/28 Wed	Sunset Concert Series	Sunset Plaza	5-8:30 p.m.
7/3 Monday	Red, White & Blues Concert	Sunset Plaza	3-8:30 p.m.
7/7 Fri	The Ride Festival Rock & Roll	Sunset Plaza	4-8 p.m.
7/12 Wed	Sunset Concert Series	Sunset Plaza	5-8:30 p.m.
7/19 Wed	Sunset Concert Series	Sunset Plaza	5-8:30 p.m.
7/26 Wed	Sunset Concert Series	Sunset Plaza	5-8:30 p.m.
8/2 Wed	Sunset Concert Series	Sunset Plaza	5-8:30 p.m.
8/9 Wed	Sunset Concert Series	Sunset Plaza	5-8:30 p.m.
8/16 Wed	Sunset Concert Series	Sunset Plaza	5-8:30 p.m.
9/14 Thurs	Sunset Blues Concert	Sunset Plaza	4-8 p.m.

**MOUNTAIN VILLAGE PROMOTIONAL ASSOCIATION  
PLAZA LICENSE AGREEMENT**

This License Agreement (the "**License Agreement**") is made, effective as of the 1 day of April, 2016 (the "**Effective Date**"), between the Mountain Village Promotional Association, a Colorado nonprofit corporation, ("Licensee") and the Town of Mountain Village, a home-rule municipality and political subdivision of the State of Colorado (the "**Town**"). Licensee and the Town may be collectively referred to herein as the "**Parties**" or individually referred to herein as "**Party**".

**RECITALS**

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

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

1. GRANT OF LICENSE. The Town hereby grants Licensee a license over the Town Plaza Area, as follows:
  - a. Licensee shall be permitted to have a common consumption area in accordance with Licensees approval of such common consumption area on the dates listed in the approval of such common consumption area and dates added pursuant to requirements of the approval of the common consumption area.
  - b. Licensee shall be permitted to place barriers, trash cans and other infrastructure as required by the approval of the common consumption area in order to operate the common consumption area.
  - c. Licensee shall be allowed to permit the consumption of alcohol on the Town Plaza Area including, in connection with its approval for the common consumption area, subject to applicable Town and/or other governmental laws, ordinances, and/or regulations.
2. TERM. This License Agreement shall commence on the Effective Date and shall terminate on April 30, 2017, unless terminated earlier pursuant to Paragraph 8 below (the "**Term**"). This License Agreement shall automatically renew for additional one year terms upon the successful recertification of the promotional association and common consumption area.
3. LOCATION.

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

4. USE.

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

5. MAINTENANCE.

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

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

7. INSURANCE REQUIREMENTS.

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

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

#### 8. TERMINATION.

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

#### 9. HOURS OF OPERATION.

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

#### 10. LICENSE FEES.

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

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

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

11. ADDITIONAL TERMS AND CONDITIONS.

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

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

**If to Licensee:**

Max Adam Singer, President  
Mountain Village Promotional  
Association  
113 Lost Creek Lane, Suite A  
Mountain Village, CO 81435  
970-708-0222  
[maxsinger@hotmail.com](mailto:maxsinger@hotmail.com)

**(With a copy to):**

Heidi Stenhammer  
Operations Manager  
Telluride Mountain Village Owners  
Association  
113 Lost Creek Lane, Suite A  
Mountain Village, CO 81435  
970-728-1904 Ext 7  
[heidi@tmvoa.org](mailto:heidi@tmvoa.org)

**If to the Town:**

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

**(With a copy to):**

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

*(Signature Pages Follow)*



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

LICENSEE:

Mountain Village Promotional Association, a Colorado nonprofit corporation:

By:



Max Adam Singer, President

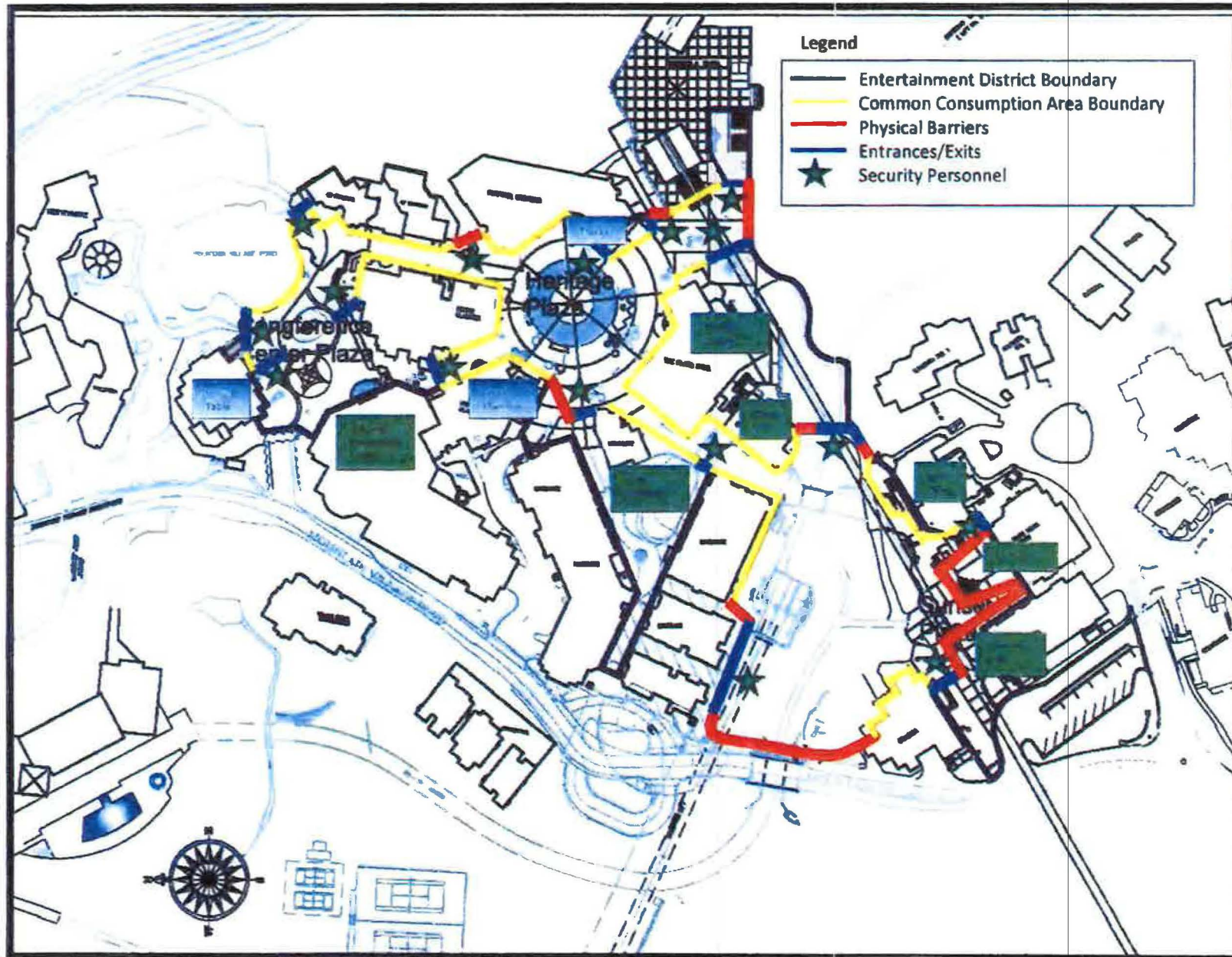
TOWN:

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

By:

Kim Montgomery, Town Manager

# Common Consumption Area Boundary Map with Barriers, Entrances & Security



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

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

**RECITALS**

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

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

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

3. LOCATION.

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

4. USE.

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

5. MAINTENANCE.

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

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

7. INSURANCE REQUIREMENTS.

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

#### 8. TERMINATION.

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

#### 9. HOURS OF OPERATION.

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

#### 10. ADDITIONAL TERMS AND CONDITIONS.

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

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

**If to Licensee:**

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

**(With a copy to):**

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

**If to the TSG:**

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

**(With a copy to):**


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

*(Signature page attached)*

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

LICENSEE:

Mountain Village Promotional Association, a Colorado nonprofit corporation:

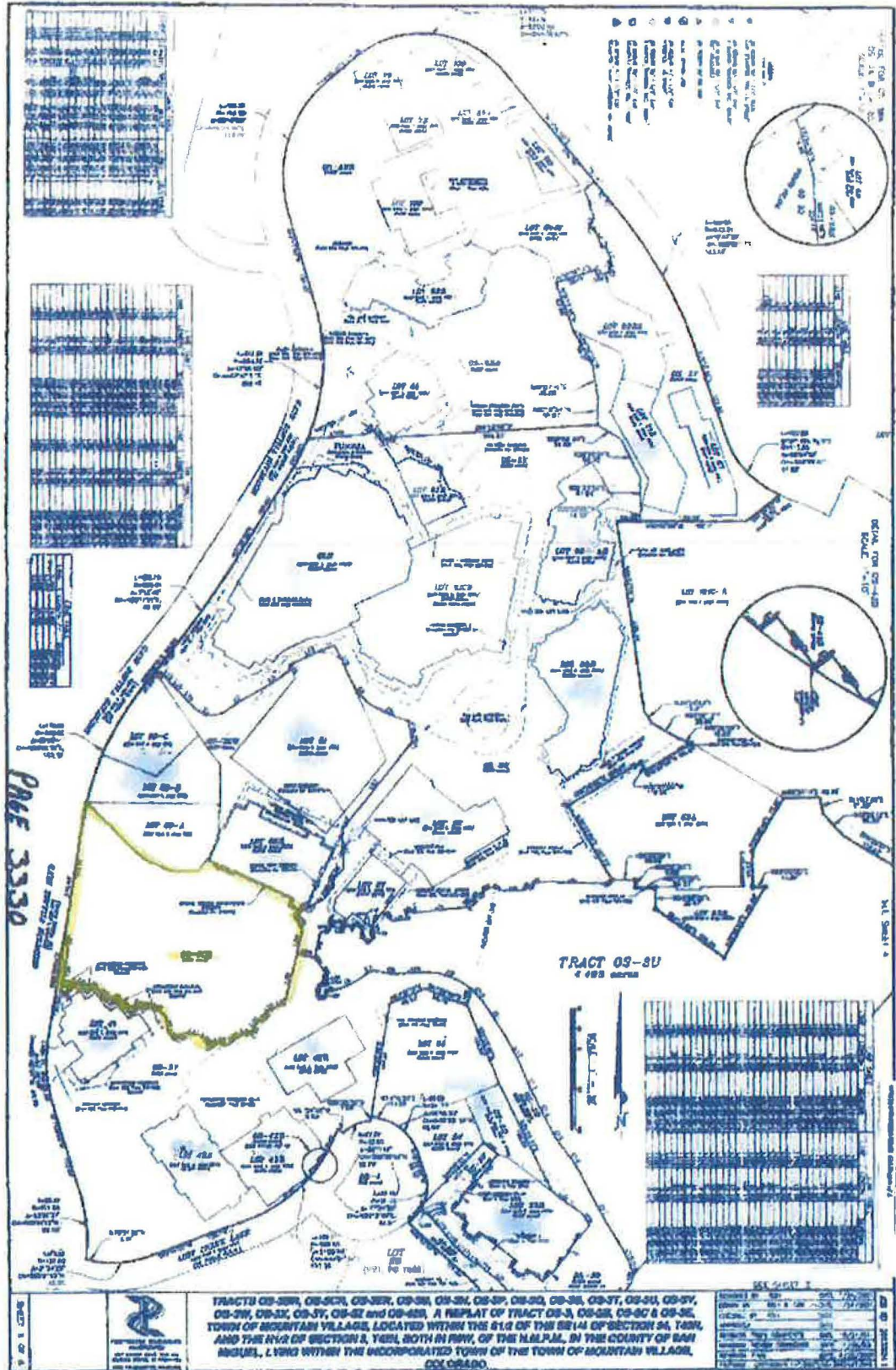
By:   
Stephen Roth, President

TSG:

TSG SKI & GOLF, LLC  
a Delaware limited liability company

By:   
Greg Pack, President and General Manager

Exhibit A





**Exhibit B**  
**Entertainment District 2015 Calendar of Events**

**June 2015**

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

**July 2015**

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

**August 2015**

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

**September 2015**

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

**From:** Jack Schultz  
**To:** [Heidi Stenhammer](mailto:Heidi.Stenhammer)  
**Subject:** Re: Sunset Concert Series Common Consumption Area  
**Date:** Tuesday, December 27, 2016 4:26:34 PM

---

Yes. Jack

Sent from my iPhone

On Dec 27, 2016, at 3:55 PM, Heidi Stenhammer <[heidi@tmvoa.org](mailto:heidi@tmvoa.org)> wrote:

Hello Jack,

It's that time of year again for the Sunset Concert Series Common Consumption renewal application with the Town of Mountain Village.

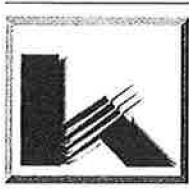
Does Kayenta continue to support our efforts in regards to the entertainment district and the common consumption area?

Thank you!

---

**Heidi Stenhammer**  
Operations Manager

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



**HOME LOAN**

INVESTMENT  
Company

*A century of strength.*

December 28, 2016

Mountain Village Promotional Association

113 Lost Creek Lane, Suite A

Mountain Village, CO, 81435

RE: May Renewal

To Whom It May Concern:

We currently write the general liability/special events, directors & officers and liquor liability for Mountain Village Promotional Association. These policies renew in May 2017. We do not foresee any issues with renewal and fully expect to be able to offer the same terms in May.

Sincerely,

Katie Sweet



TELLMOU-04

KITTYH

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Home Loan & Investment Company 205 North 4th Street Grand Junction, CO 81501	<b>CONTACT NAME:</b> Katie Sweet <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> katies@hlic.com	<b>FAX (A/C, No):</b> (970) 243-3914	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  Mountain Village Promotional Association 113 Lost Creek Lane Ste A Mountain Village, CO 81435	<b>INSURER A :</b> Secura Insurance Company		<b>22543</b>
	<b>INSURER B :</b> Golden Bear Insurance Corporation		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		


**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		<b>CP 3224668-6</b>	<b>05/01/2016</b>	<b>05/01/2017</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
<b>B</b>	<b>Liquor Liability</b>		<b>GLL-02490</b>	<b>05/01/2016</b>	<b>05/01/2017</b>	<b>Liquor 1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Town of Mountain Village is listed as additional insured with regards to general and liquor liability.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Mountain Village 455 Mountain Village Unit A Mountain Village, CO 81435	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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TELLMOU-04

KITTYH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Home Loan & Investment Company 205 North 4th Street Grand Junction, CO 81501	<b>CONTACT NAME:</b> Katie Sweet <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> katies@hlic.com	<b>FAX (A/C, No):</b> (970) 243-3914	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  <b>Mountain Village Promotional Association</b> 113 Lost Creek Lane Ste A Mountain Village, CO 81435	<b>INSURER A : Secura Insurance Company</b>		<b>22543</b>
	<b>INSURER B : Golden Bear Insurance Corporation</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS							
		INSR	WVD											
<b>A</b>	<b>X COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CP 3224668-6	05/01/2016	05/01/2017	EACH OCCURRENCE	\$ 1,000,000						
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000						
							MED EXP (Any one person)	\$						
							PERSONAL & ADV INJURY	\$ 1,000,000						
							GENERAL AGGREGATE	\$ 2,000,000						
							PRODUCTS - COMP/OP AGG	\$ 2,000,000						
								\$						
							<b>AUTOMOBILE LIABILITY</b>							
							<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
														BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$							
							PROPERTY DAMAGE (Per accident) \$							
							\$							
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$						
	DED	RETENTION \$						AGGREGATE \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A					PER STATUTE \$						
								OTH-ER \$						
								E.L. EACH ACCIDENT \$						
								E.L. DISEASE - EA EMPLOYEE \$						
								E.L. DISEASE - POLICY LIMIT \$						
<b>B</b>	<b>Liquor Liability</b>			GLL-02490	05/01/2016	05/01/2017	Liquor	1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder is listed as additional insured with respects to general and liquor liability.

**CERTIFICATE HOLDER****CANCELLATION**

Townsquare Live, LLC 4790 Table Mesa Drive, Suite 100 Boulder, CO 80305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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TELLMOU-04

KITTYH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Home Loan & Investment Company 205 North 4th Street Grand Junction, CO 81501	<b>CONTACT NAME:</b> Katie Sweet <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> katies@hlic.com	<b>FAX (A/C, No):</b> (970) 243-3914
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Mountain Village Promotional Association 113 Lost Creek Lane Ste A Mountain Village, CO 81435	<b>INSURER A:</b> Secura Insurance Company <b>NAIC #</b> 22543	
	<b>INSURER B:</b> Golden Bear Insurance Corporation	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	


**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>X COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CP 3224668-6	05/01/2016	05/01/2017	EACH OCCURRENCE \$ <b>1,000,000</b>
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					MED EXP (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>Liquor Liability</b>		GLL-02490	05/01/2016	05/01/2017	<b>Liquor 1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder is listed as additional insured with respects to general and liquor liability.

**CERTIFICATE HOLDER****CANCELLATION**

<b>TSG Ski and Golf, LLC</b> 565 Mountain Village Blvd Mountain Village, CO 81435	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Golden Bear Insurance Company

POST OFFICE BOX 271  
STOCKTON, CALIFORNIA 95201

## LIQUOR LIABILITY DECLARATIONS

Policy Number	GLL 02295
Renewal of Number	GLL 02114

Named Insured and Mailing Address <b>Mountain Village Promotional Association 113 Lost Creek Lane, Ste. A Mountain Village, CO 81435</b>	Producer Name and Mailing Address <b>Virtus Underwriting Group, Inc. 10397 W. Centennial Road #250 Littleton, CO 80127</b>
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<b>POLICY PERIOD</b>	<b>From: May 1, 2015</b>	<b>To: May 1, 2016</b>	<b>Term: Annual</b>
----------------------	--------------------------	------------------------	---------------------

12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

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

<b>LIMITS OF INSURANCE</b>	
Each Common Cause	<u>\$1,000,000.</u>
Aggregate Limit	<u>\$1,000,000.</u>
<b>Deductible per claim</b>	<b>\$1,500</b>

<b>DESCRIPTION OF BUSINESS AND LOCATION PREMISES</b>
Form of Business: <b>Non-Profit</b> Business Description: <b>Special events</b> Locations of All Premises You own, Rent or Occupy: <b>113 Lost Creek Lane, Ste. A, Mountain Village, CO 81435</b>

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

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

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

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

AUTHORIZED SIGNATURE

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

## COMMON POLICY CONDITIONS

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

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
  2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
    - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
    - b. 30 days before the effective date of cancellation if we cancel for any other reason.
  3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
  4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
  5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
  6. If notice is mailed, proof of mailing will be sufficient proof of notice.
- b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
    - a. Are safe or healthful; or
    - b. Comply with laws, regulations, codes or standards.
  3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
  4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### B. Changes

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

### C. Examination Of Your Books And Records

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

### D. Inspections And Surveys

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

### E. Premiums

The first Named Insured shown in the Declarations:

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

### F. Transfer Of Your Rights And Duties Under This Policy

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


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

IL 00 17 11 98

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



President



Secretary



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

GBR 212 07 13

**EXCLUSION-ASSAULT & BATTERY**

**This endorsement modifies insurance provided under the following:**

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART

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

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

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

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GBR 340 09 96

**LIMITATION OF COVERAGE TO INSURED PREMISES**

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

**SCHEDULE**

**Location of Insured Premises:**

**The Town Square of Mountain Village, CO**

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

Insured premises means:

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

All other Terms and Conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

**A.** The following exclusion is added:

This insurance does not apply to:

**TERRORISM**

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

**B.** The following definitions are added:

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

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

GBR 300 01 96

**TOTAL POLLUTION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**LIQUOR LIABILITY COVERAGE FORM**

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

**g. Total Pollution**

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GBR 306 01 96

### EXCLUSION – EMPLOYMENT RELATED PRACTICES

This endorsement modifies insurance provided under the following:

#### LIQUOR LIABILITY COVERAGE PART

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

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

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

All other Terms and Conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GBR 218 06 13

**EXCLUSION - PUNITIVE DAMAGES**

This endorsement modifies insurance provided under the following:

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

This insurance does not apply to liability:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GBR 320 01 96

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

This endorsement modifies insurance provided under the following:

**LIQUOR LIABILITY COVERAGE FORM**

<b>Coverage</b>	<b>Amount of Deductible</b>
Liquor Liability	\$ 1,500.00 per claim

**Application of Endorsement:**

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

All other Terms and Conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:

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

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

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

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

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

2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

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

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

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

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

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

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

## LIQUOR LIABILITY COVERAGE FORM

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

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

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

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

### SECTION I – LIQUOR LIABILITY COVERAGE

#### 1. Insuring Agreement

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

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

- b. This insurance applies to "injury" only if:

(1) The "injury" occurs during the policy period in the "coverage territory"; and

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

c. "Injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim, includes any continuation, change or resumption of that "injury" after the end of the policy period.

d. "Injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim:

(1) Reports all, or any part, of the "injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "injury"; or

(3) Becomes aware by any other means that "injury" has occurred or has begun to occur.

#### 2. Exclusions

This insurance does not apply to:

##### a. Expected Or Intended Injury

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

##### b. Workers' Compensation And Similar Laws

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

**c. Employer's Liability**

"Bodily injury" to:

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

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

**d. Liquor License Not In Effect**

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

**e. Your Product**

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

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

**f. Other Insurance**

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

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

**g. War**

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

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

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

**SUPPLEMENTARY PAYMENTS**

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

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

These payments will not reduce the limits of insurance.

**SECTION II – WHO IS AN INSURED**

1. If you are designated in the Declarations as:

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

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
    - (1) "Injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (a) above; or
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (a) or (b) above.
    - (2) "Property damage" to property:
      - (a) Owned or occupied by, or
      - (b) Rented or loaned
 to that "employee", any of your other "employees", by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).
  - b. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
  - b. Coverage does not apply to "injury" that occurred before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
- SECTION III – LIMITS OF INSURANCE**
1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  2. The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.
  3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.
- The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
- SECTION IV – LIQUOR LIABILITY CONDITIONS**
1. **Bankruptcy**  
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

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

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

## 3. Legal Action Against Us

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

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

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

## 4. Other Insurance

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

### a. Primary Insurance

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

### b. Method Of Sharing

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

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

## 5. Premium Audit

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

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

**6. Representations**

By accepting this policy, you agree:

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

**7. Separation Of Insureds**

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

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

**8. Transfer Of Rights Of Recovery Against Others To Us**

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

**9. When We Do Not Renew**

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

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

**SECTION V – DEFINITIONS**

- 1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 2. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the "injury" occurs in the course of travel or transportation between any places included in Paragraph a. above; or

- c. All other parts of the world if the "injury" arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above; or
- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

- 3. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 4. "Executive Officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 5. "Injury" means damages because of "bodily injury" and "property damage", including damages for care, loss of services or loss of support.
- 6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 7. "Property damage" means:
  - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
- 8. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 9. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**10. "Your product":**

**a. Means:**

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

**b. Includes:**

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



# Golden Bear Insurance Company

## LIQUOR LAW LIABILITY INSURANCE APPLICATION

### Applicant's Instructions:

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

### I. APPLICANT INFORMATION

Applicant Name Mountain Village Promotional Association

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

Location Address: See Above

Website: N/A Contact Name: Sara Larsen- TMVPA Phone #: 970-728-1904 x7

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

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

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

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

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

Type of liquor license:  Wholesale  Retail Code Number \_\_\_\_\_

Type of liquor sold:  Beer  Wine  Liquor Hours of Serving?: \_\_\_\_\_

Seating capacity: Dining Room \_\_\_\_\_; Bar Area \_\_\_\_\_

C. How many days per week is this location open?: 1\* Square foot area of establishment: N/A - Concert grounds

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

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

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

\* 3 licensed establishments in common consumption area

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

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

### Gross Sales Information:

	PROJECTED YEAR	CURRENT YEAR	PRIOR YEAR
Liquor Sales	\$ <u>N/A</u>	\$ _____	\$ _____
Food Sales	\$ <u>N/A</u>	\$ _____	\$ _____
Other	\$ <u>N/A</u>	\$ _____	\$ _____
Total	\$ <u>N/A</u>	\$ _____	\$ _____

} MVPA manages the common consumption area, but does not sell any alcohol or food.

Prior liquor liability insurance carrier \_\_\_\_\_ Premium \_\_\_\_\_

Name of Commercial General Liability carrier Secura

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

What are the Assault & Battery limits? \_\_\_\_\_

### II. TYPE OF ESTABLISHMENT

A Type of establishment:

- Bar / Tavern
- Casino
- Catering Service
- Comedy Club
- Drive-through Daiquiri Shop
- Gentlemen's / Strip Clubs
- Liquor Mfg./Microbrewery
- Night Clubs
- Package Store
- Restaurant
- Wholesaler/Distributor
- Convenience/Grocery Store

Other (Describe): Common Consumption Area Is there a separate bar area:  Yes  No  
 → Free summer concert series concert grounds (3) participating licensed establishments

B. Type of clientele:  Area Residents  Area Workers  Tourists  College  Other: \_\_\_\_\_

Area surrounding premises:

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

### III. RISK CHARACTERISTICS

A. Do you provide entertainment?:  Yes  No is there a cover charge?:  Yes  No

If yes, please check the applicable types of entertainment and answer the following questions:

DJ  Juke Box  Live Entertainment Type and how often?: Free concerts on wednesdays throughout the summer from 6-8 pm - 12 concerts total.

Type of music played (by DJ, Juke Box or Live Entertainment):

Rap/R&B  Country/Western/Bluegrass  Classic Rock  Heavy Metal  Top 40s/pop  
 Other (if so, please explain): Rock, country, reggae, blues, etc. Each concert features a different band, musical variety.

B. Is premises within city limits?:  Yes  No Located within 5 miles of a college campus?:  Yes  No

C. Check box if location has or plans to have any of the following:

Mechanical bulls, surfboards or other mechanical devices if so, what type: One inflatable bounce house & one mechanical bull for 3rd of July concert, managed by 3rd Party.

- Dance Floor Size: \_\_\_\_\_  Trampolines \_\_\_\_\_  Dunk Tanks \_\_\_\_\_ This is covered by
- Pool Table(s) Number: \_\_\_\_\_  Inflatables 1  Climbing Walls: \_\_\_\_\_ TMVDA's event
- Electronic Games Type: \_\_\_\_\_  Foam Parties \_\_\_\_\_ policy.
- Gambling \_\_\_\_\_  Dart Board \_\_\_\_\_  Pinball \_\_\_\_\_

D. Are there any activities conducted that would involve patron participation and/or contact with Patrons?:  
 Yes  No If yes, please describe: \_\_\_\_\_

E. Does the applicant ever permit or sponsor alcohol consumption games (e.g. flip cup, beer pong, etc.), or permit the use of alcohol consumption enticing equipment (e.g., funnels, shot chair, etc.)?  Yes  No

F. Do you have "Happy Hour" 2-for-1 drink specials or any other drink promotions  Yes  No

G. Is last call announced?:  Yes  No If so, when?: N/A  
 Are patrons allowed to bring their own alcohol?:  Yes  No

Page 2 of 2  
 The common consumption area is fenced off with security stationed at each entrance prohibiting the flow of alcohol in & out of the concert grounds. Signage also posted stating that alcoholic beverages are prohibited.

### IV. SECURITY/ALCOHOL AWARENESS

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

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

**V. VIOLATIONS/CLAIMS EXPERIENCE**

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

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

\_\_\_\_\_

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

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

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

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

Agent Name and Address: \_\_\_\_\_ Page 3 of 3 2013-06-13

**TELLURIDE REGIONAL AIRPORT**

**MONTHLY REPORT**

**FOR**

**JANUARY 19, 2017**

6

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

**TELLURIDE REGIONAL AIRPORT  
BOARD MEETING – JANUARY 19, 2017  
12:00 PM, TERMINAL BUILDING**

**MEETING AGENDA**

- 1) 12:00 PM **CALL TO ORDER**
- 2) 12:05 PM
  - A. **APPROVAL OF MINUTES: DECEMBER 2016**
  - B. **FINANCIAL REPORT:**
    1. **Approval of Accounts Payable**
  - C. **CHAIRMAN'S COMMENTS**
    1. **Discussion of potential airport operations during construction.**
    2. **TRAA Airport Manager Search and Succession Planning.**
    3. **Designate Posting Places for Notices.**
  - 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**
  - B. **Category C Update**
  - C. **Action Items:**
    1. **RS&H Terminal Remodel Plans Update.**
    2. **Terminal Fire Alarm Replacement.**
    3. **Spring Construction Schedule and Fee Waiver during construction.**
- 4) 1:00 PM **ANNOUNCEMENTS & PUBLIC DISCUSSION**
- 5) 2:00 PM **ADJOURN**

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

**AIRPORT MANAGER'S REPORT**  
**For January 2017**

**Public Announcements**

**Updates**

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

AIP-34: Apron/Taxiway Reconstruction. This project is scheduled to begin in April 2017.

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. ***FAA has approved the Special LOC/DME approach.***

Department of Transportation has approved an extension of the Small Community Air Service Grant.

Airport's Operating Net Income rose 133% in 2016 over 2015, and is the largest net operating income the Airport has achieved in its history. Airport also paid off its hangar loan.

**Action Items**

**Terminal Improvements**

RS&H will provide a revised plans for the terminal improvements.

**New Fire Alarm Panel**

In addition to the improvements that are being proposed for the terminal, we need to update the fire alarm panel to coincide with TSA's lease.

**Fees during Runway Closure**

If aircraft owners move their aircraft off the airport during construction, shall their fees be waived? If remodeling of the terminal takes place during the closure, and tenants cannot operate in their spaces, shall lease payments be waived?

# MINUTES

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## TELLURIDE REGIONAL AIRPORT AUTHORITY BOARD MEETING

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December 15, 2016

12:00 pm

1. Call to Order 12:05 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 Matt Skinner (phone), Larry Crosby, Gary Bash, Paul Talmey, Lynne Beck. Board Alternates Richard Child, Mick Francis.

Also present: Rich Nuttall (Airport Manager), Linda Soucie (Administrative Assistant), Renee Marr (Law Office of John Steel).

Public Present: Charlie Dignan, Christine Gamage, Sandy Wickham, Roger Wickham, Ray Cody, Jeff Campbell, Vivian Russell, Tim Hendricks, Ed Roufa.

Absent: Board Members. Sean Murphy, Joan May, Board Alternate Mark Silversher.

2. A. Approval of Minutes: November 17, 2016

**Motion**

Gary Bash motioned to approve the minutes of September 15, 2016.

Larry Crosby seconded the motion.

Motion passed 8-0.

B. Financial Report

Mick Francis commented that the financials looked good.

1. Approval of Accounts Payable

**Motion**

Mick Francis motioned to approve the Accounts Receivable and Payables.

Ann Brady seconded the motion.

Motion passed 8-0.

C. Chairman's Comments

1. Appointment of Officers

The TRAA Committees are:

Chair – Jon Dwight

Vice Chair – Ann Brady

Planning Committee – Jon Dwight, Ann Brady, Paul Talmey

Finance Committee – Gary Bash, Lynne Beck

Executive Committee – Jon Dwight

Marketing Committee – Larry Crosby, Matt Skinner

**Motion**

Larry Crosby motioned to retain the Chair and Vice-Chair for one more year.

Mick Francis seconded the motion.

Motion passed 8-0.

**Motion**

Larry Crosby motioned to retain the Planning Committee as it stands for one more year.  
Mick Francis seconded the motion.  
Motion passed 8-0.

**Motion**

Larry Crosby motioned to retain the Finance Committee as it stand for one more year.  
Mick Francis seconded the motion.  
Motion passed 8-0.

**Motion**

Mick Francis motioned to retain the Marketing Committee as it stands for one more year.  
Gary Bash seconded the motion.  
Motion passed 8-0.

Renee Marr clarified that a committee meeting, where no action is taken, does not need to be noticed. Also, any meeting with 4 or fewer members, does not constitute a quorum, and does not need to be posted (again, as long as no action is taken). There was discussion of the number of posting places. The notices are being posted according to the statutory requirements.

There were a considerable number of members of the public and it was decided to let them speak now. Jon Dwight commented that the TRAA Board received a signed letter from the community, and anyone wishing to speak needs to sign in on the sign-in sheet.

**4. Announcements and Public Discussion**

There were several members of the public that wished to address the Board regarding their support for Airport Manager, Rich Nuttall.

Charlie Dignan – Base pilot, home owner, asked for the reasoning behind Rich Nuttall’s replacement.

Jon Dwight replied that it was a personnel matter and not for public discussion. The end of Rich’s contract presents the Board with a fiduciary responsibility to start the succession planning process.

Christine Gamage – Cars and Colors Festival Director gave her support for Rich.

Sandy Wickham – 16 year base pilot, has had her aircraft based at 5 other airports and TEX is by far the best. She would like to see him stay on through the upcoming project.

Roger Wickham – Aircraft and hangar owner at TEX, in the airline industry since 1969. He has extensive airport experience and noted that TEX is the only airport in Colorado that is run in the black with no government agency support.

Ray Cody – Base pilot, would like to see the Board work out their issues and keep Rich on. He also would like to seek Board approval to wrap a motor home with some TEX graphics. He will be coming back to the Board with more discussion on the motor home as well as the hotel project he suggested at an earlier meeting.

Jeff Campbell – Has been in the area for 45 years, and flying into TEX since it was a dirt strip. He stated that Telluride is a special beast and requires a problem solver. He said Rich was a problem solver and had the skills necessary for the job.

Vivian Russell – Telluride Air Taxi and has worked for Maya Air and Peak Aerogroup. She commended Rich for all the grant money he has secured for TEX to complete all the projects for the Airport. She had additions to the signed letter – Michael Bugg, and Jeff Smokevitch. She stated her support for Rich and read a letter of support from Denis Palmisciano and Irene Cochran (base pilots and hangar owners).

Tim Hendricks – Telluride Air Taxi and base pilot for 15 years, commented on the valuable experience Rich brings to TEX.

Ed Roufa – Ex-TRAA Board member who hired Rich 24 years ago. He stated his support for Rich and all he has done. He compared the situation to a sports team and said that, sometimes, you don’t replace a player, you replace the management.



Rich Nuttall thanked everyone who came and he really appreciates their support.

#### D. Committee Reports

1. Noise Abatement – Rich Nuttall – There have been no complaints since 9/25/16.
2. Planning – Ann Brady – Nothing at this time.

Matt Skinner joined the meeting via phone at this point.

3. Marketing – Larry Crosby would like to address the Marketing budget for 2017 during the budget discussion. Mick Francis asked about the murals for the commercial terminal. That will be discussed under the budget.
4. Finance – Gary Bash had no additions.

#### E. Colorado Flight Alliance Report

Matt Skinner reported that Great Lakes is starting their service into TEX this Saturday the 17<sup>th</sup>. The ski area is sending a welcoming committee for the first flight, he asked the TRAA Board to attend if possible. He gave the TMV Town Council an update on the new approach last week. He reported that GLA is still trying to find a diversion crew at the Montrose Airport.

### 3. Airport Manager's Comments

#### A. Announcements and Updates

The notice to proceed has been given to Reams Construction for the spring ramp project. They may start crushing material soon.

A sign has been placed downstairs in the FBO to notice people regarding the spring closure.

The final copies of the Master Plan are here for Board members. Please take a copy. It has been submitted to the FAA, but has not been reviewed by them yet. Rich has talked to Linda Bruce at the FAA and they are really backed up right now. Jon Dwight encouraged the Board to take a full copy of the Master Plan.

#### 1. Category C Update

The FAA did the flight check 11/14/16 and it was successful. The FAA is reviewing the final approach procedures and Rich is hoping it will be published sometime early next year. This is the Category C Localizer DME approach.

#### B. Action Items

##### 1. RS&H Terminal Remodel Work Order

The Planning Committee agrees that RS&H needs to trim out the upstairs area from the scope of work and come back with the budget for the downstairs work only. There was discussion regarding relocating the proposed fireplace so as not to block the viewing of aircraft and the mountains.

##### 2. 2017 Budget Approval

The 2017 Budget was submitted at the November meeting. The budget reflects a net income of almost \$800,000, even with the spring closure.

Highlights of the Capital Budget include: close-out of AIP 32 De-Ice and Run-Up Pad, AIP 34 Apron Reconstruction, a small, final payment on the Master Plan Update, the costs for the new instrument approach, the \$1.2 million for terminal upgrades (\$700,000 for GA and \$500,000 for Commercial), the seal coat and restriping of the runway, 2 new golf carts, a new remote electric tug, the EMAs repairs, and new ARFF silver suits (required by new regulations).

The beginning 2017 Capital bank balance is budgeted at \$2.8 million and the beginning Capital balance for 1/1/2018 is budgeted at \$1.3 million.

The actual final pay out for AIP 32 will be less as some of that has just been paid. The new figure will be included in the final budget.

The Operating Budget was reviewed. Larry Crosby would like to increase the Marketing budget from \$60,000 to \$100,000. There was discussion and Jon Dwight directed Larry (and Matt Skinner) to come back to the Board with a Marketing budget to justify the \$100,000. There was discussion and Jon Dwight stated that the objective is to keep the aircraft coming into Tex and not Montrose, as well as to grow the off/shoulder seasons.

**Motion**

Mick Francis motioned to accept the 2017 Budget with the increase the Marketing budget to \$100,000 (with Larry Crosby and Matt Skinner bringing the budget to the Feb. 2017 meeting), an update to the final number for the close-out on AIP 32, the change to the 2018 date for the beginning balance, and an update to the Master Plan Update final payment.

Gary Bash seconded the motion.

Motion passed 8-0, with Matt Skinner abstaining.

Rich Nuttall led discussion regarding RS&H's work plan to expand the TSA secure area next year in anticipation of larger jet service into TEX. There were 3 ideas that were discussed with RS&H: to expand the secure area to the west onto the ramp, to expand into the terminal hangar, or put up a temporary building for the secure room near the firehouse. If the 3<sup>rd</sup> option was used, the baggage screening would stay in the terminal and just the passengers would be screen and held in the temporary building. The work plan would cost \$14,000.

Rich's understanding from RS&H was that the Board should pick one option to concentrate on. Jon Dwight stated that all 3 options should be looked at, unless they think that 1 option is the right one and none of the others should even be considered. Rich checked the contract and it should cover developing all 3 options.

Jon Dwight asked if this was in the 2017 Capital Budget. Rich replied that under non-grant funded construction there is \$1.2 million; \$700,000 for the GA and \$500,000 for the commercial terminal. Jon asked that a note on the budget be added to reflect that detail.

**Motion**

Ann Brady motioned to accept RS&H's work plan as presented.

Larry Crosby seconded the motion.

Motion passed 8-0.

Mick Francis asked about any progress on the snow broom accident in December 2016. Rich Nuttall said that the FAA had sent a letter of agreement to be signed that states they will be called when we NOTAM the runway closed. This will be policy for all uncontrolled airports, not just specific to TEX.

5. Executive Session: Personnel/Succession Planning  
1:15 pm

**Motion**

Jon Dwight 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/succession planning, as authorized by Section 24-6-402(4)(f) of the Colorado Revised Statutes.

Gary Bash seconded the motion.

Motion passed 8-0.

The Regular meeting resumed at 1:53pm.

Jon Dwight adjourned the meeting at 1:54 pm.

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Jon Dwight, Chairman

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Richard W. Nuttall, Airport Manager

# MINUTES

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## TELLURIDE REGIONAL AIRPORT AUTHORITY BOARD MEETING

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January 3, 2017  
12:00 pm

1. Call to Order 12:12 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 Matt Skinner, Joan May, Gary Bash, Paul Talmey. Board Alternate Mick Francis.

Also present: Rich Nuttall (Airport Manager), Linda Soucie (Administrative Assistant), Renee Marr (Law Office of John Steel), Doug Kaulpman/ADK (phone), Linda Frankl/ADK (Phone).

Absent: Board Members. Sean Murphy, Larry Crosby, Lynne Beck. Board Alternates Richard Child, Mark Silversher.

2. Declaration of Quorum  
There were 7 members present, sufficient for a quorum.

3. Public Comment  
There was no public present.

4. Executive Session

### Motion

Jon Dwight motioned that; Pursuant to Section 24-6-402(3.5) and 402(4)(f), of the Colorado Revised Statutes, I move that this special public meeting of the Board of the Telluride Regional Airport Authority adjourn and that, upon an affirmative vote of at least 2/3 of the members present for this motion, the Board reconvene in Executive Session for the purpose of: reviewing and discussing applicants for the Airport Manager position and to discuss succession planning.

Paul Talmey seconded the motion.

Motion passed 7-0.

5. Reconvene Regular Session  
The Regular Session was reconvened. Jon Dwight clarified that the Board is comfortable with the Planning Committee continuing the process with ADK to identify potential candidates for the Airport Manager position, and we will be following a plan laid out by ADK to readvertise nationally and also work on a rifle shot approach with their network of potential candidates.  
No action was taken in Executive Session.
6. Approve Final Candidates
7. Other Business
8. Adjourn  
Jon Dwight adjourned the meeting.

# **OPERATING FINANCIALS**

**Telluride Regional Airport**  
**A/P Aging Summary**  
As of January 12, 2017

	Current	1 - 30	31 - 60	> 60	TOTAL
4 KNEE Ventures LLC	192.50	0.00	0.00	0.00	192.50
Airgas USA, LLC	0.00	53.30	0.00	0.00	53.30
Ajax Cleaning	0.00	3,492.50	0.00	0.00	3,492.50
ALSCO	140.70	140.70	0.00	0.00	281.40
Black Hills Energy	0.00	3,693.97	0.00	0.00	3,693.97
Brainstorm Internet	70.00	0.00	0.00	0.00	70.00
Centurylink 52187	0.00	1,058.21	0.00	0.00	1,058.21
Colorado Airport Operators Association	500.00	0.00	0.00	0.00	500.00
Colton Truck Supply	45.81	0.00	0.00	0.00	45.81
Cooper Crouse-Hinds, LLC	1,041.13	0.00	0.00	0.00	1,041.13
Dex Media	0.00	137.45	0.00	0.00	137.45
DPE, LLC	125.00	0.00	0.00	0.00	125.00
Drug Testing, Inc.	886.00	0.00	0.00	0.00	886.00
FASTSIGNS of Durango - vendor	5,645.00	0.00	0.00	0.00	5,645.00
FedEx	78.18	195.03	0.00	0.00	273.21
FitPlan.com	650.00	0.00	0.00	0.00	650.00
Gray Head Electronic Comm. Assoc.	200.00	0.00	0.00	0.00	200.00
Hartman Brothers, Inc.	0.00	256.02	0.00	0.00	256.02
Honnen Equipment Company	0.00	-727.16	0.00	0.00	-727.16
JC Propane	451.33	0.00	0.00	0.00	451.33
John Deere Financial	24.99	129.98	0.00	0.00	154.97
John Needham	0.00	167.33	0.00	0.00	167.33
Lone Cone Coffee	0.00	698.50	0.00	0.00	698.50
Marketing Telluride, Inc.	1,600.00	0.00	0.00	0.00	1,600.00
Montrose Water Factory, LLC	0.00	139.94	0.00	0.00	139.94
Pallante Plumbing & Heating LLC	105.00	0.00	0.00	0.00	105.00
Parish Oil Co. Inc.	1,018.53	1,890.92	0.00	0.00	2,909.45
Parkeon	0.00	45.00	0.00	0.00	45.00
Petty Cash - Linda D. Soucie	0.00	39.99	0.00	0.00	39.99
ProDIGIQ	3,000.00	0.00	0.00	0.00	3,000.00
QT Pod	1,595.00	0.00	0.00	0.00	1,595.00
Quill Corporation	152.32	877.91	0.00	0.00	1,030.23
Rich Nuttall	0.00	49.39	0.00	0.00	49.39
Sam's Club	129.76	177.90	0.00	0.00	307.66
San Miguel Power Association, Inc.	0.00	3,349.00	0.00	0.00	3,349.00
Telluride Bytes	0.00	500.00	0.00	0.00	500.00
Telluride Daily Planet	60.00	95.50	0.00	0.00	155.50
Telluride Kitchen	0.00	152.00	0.00	0.00	152.00
Telluride Locksmith	0.00	155.00	0.00	0.00	155.00
Telluride Truffle, Inc.	0.00	2,158.00	0.00	0.00	2,158.00
The Alarm Company	417.00	0.00	0.00	0.00	417.00
The Coach's Mother	28.00	0.00	0.00	0.00	28.00
Verizon	0.00	50.11	0.00	0.00	50.11
Waste Management - Montrose	0.00	514.59	0.00	0.00	514.59
White, William - Private Hangar rent	0.00	1,232.07	0.00	0.00	1,232.07
Xerox Corporation	0.00	183.57	0.00	0.00	183.57
<b>TOTAL</b>	<b>18,156.25</b>	<b>20,906.72</b>	<b>0.00</b>	<b>0.00</b>	<b>39,062.97</b>

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

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	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Credit Card	15,013.74	32,723.46	0.00	0.00	0.00	47,737.20
FASTSIGNS of Durango	1,510.00	0.00	0.00	0.00	0.00	1,510.00
Great Lakes - Fuel	0.00	1,684.80	0.00	0.00	0.00	1,684.80
Hertz Rent-A-Car	0.00	0.00	1,775.48	0.00	0.00	1,775.48
Mattson, Bill	0.00	5.50	480.70	0.00	0.00	486.20
Van Heltebrake, Tricia	13.00	0.00	0.00	0.00	0.00	13.00
Wilson Peak Limo	0.00	0.40	0.00	0.00	0.00	0.40
<b>TOTAL</b>	<b>16,536.74</b>	<b>34,414.16</b>	<b>2,256.18</b>	<b>0.00</b>	<b>0.00</b>	<b>53,207.08</b>

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

	<b>BUDGET 2016</b>	<b>ACTUAL 2016 Jan - Dec.</b>	<b>ACTUAL 2015 Jan - Dec.</b>
Aircraft & Pilot Income	3,277,000	3,523,566	3,366,395
Aircraft & Pilot Cost of Goods Sold	(1,286,570)	(1,142,692)	(1,352,632)
Aircraft & Pilot Expenses	(955,812)	(913,013)	(905,795)
Administrative Expenses	(151,402)	(184,482)	(145,531)
<b>Net Income (Loss)</b>	<b>883,216</b>	<b>1,283,380</b>	<b>962,437</b>
Hangar Principal Payments	(350,000)	(353,162)	(77,550)
<b>Net Cash Flows</b>	<b>533,216</b>	<b>930,217</b>	<b>884,887</b>
Terminal Income	135,600	170,201	149,932
Terminal Expenses	(149,100)	(141,113)	(144,312)
Administrative Expenses	(151,402)	(184,482)	(145,531)
<b>Net Income (Loss)</b>	<b>(164,902)</b>	<b>(155,394)</b>	<b>(139,911)</b>
Airside Income	314,200	383,776	359,263
Airside Expenses	(185,520)	(177,137)	(159,089)
Administrative Expenses	(151,402)	(184,482)	(145,531)
<b>Net Income (Loss)</b>	<b>(22,722)</b>	<b>22,157</b>	<b>54,643</b>
Interest Income	100	26	39
<b>Total Net Cash Flows</b>	<b>345,692</b>	<b>797,007</b>	<b>799,658</b>

**Notes:**

2016 budget reflects paying off hangar debt in the amount of \$353,162.

Subtracting the additional principal payments made on the hangar loan shows that the net income in 2016 rose to approximately \$1,065,169 or 133% from 2015, which is the same percentage increase in net income for Aircraft & Pilot Services.

This is the largest operating net income the airport has made in its history.

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

AIRCRAFT & PILOT INCOME	BUDGET	ACTUAL 2016	ACTUAL 2015	PERCENT
	2016	Jan - Dec.	Jan - Dec.	OF BUDGET
Aircraft Oil	\$ 1,000	\$ 1,308	\$ 1,159	131%
AvGas	125,000	132,658	127,768	106%
Catering	18,000	14,402	18,893	80%
Hangar Fees	275,000	320,550	279,827	117%
Jet-A	2,600,000	2,788,296	2,653,553	106%
Jet-A Airlines	-	281		#DIV/0!
Line Services	70,000	70,138	78,346	100%
Pilot Supplies	18,000	17,212	16,522	96%
Tie-Down Fees	170,000	198,721	190,327	117%
<b>Total Income</b>	<b>3,277,000</b>	<b>3,523,566</b>	<b>3,366,395</b>	<b>108%</b>
<b>AIRCRAFT &amp; PILOT COST OF GOODS SOLD</b>				
		Jan - Dec.	Jan - Dec.	Jan - Dec.
Jet-A Fuel	1,174,000	993,814	1,222,353	85%
100LL Fuel	84,870	92,195	86,962	109%
Oil	800	443	1,437	55%
De-Ice	8,000	2,001	6,711	25%
Pilot Supplies	400	1,225	514	306%
Hats & T-Shirts	18,000	53,014	34,641	295%
Unleaded Fuel	500		14	0%
<b>Total Cost of Goods Sold</b>	<b>1,286,570</b>	<b>1,142,692</b>	<b>1,352,632</b>	<b>89%</b>
<b>Gross Profit</b>	<b>1,990,430</b>	<b>2,380,874</b>	<b>2,013,763</b>	<b>120%</b>
<b>AIRCRAFT &amp; PILOT EXPENSES</b>				
	2016	Jan - Dec.	Jan - Dec.	Jan - Dec.
Aircraft Incidents	2,500		-	0%
Pilot Incentive Program	15,000	5,340	3,792	36%
Catering	3,500	1,264	8,260	36%
Pilot Refreshments	7,500	12,199	12,014	163%
Credit Card Fees	80,000	64,485	64,512	81%
Employee Health Insurance	109,862	133,655	106,039	122%
Employee Salaries	521,950	535,434	475,489	103%
Employee Training	12,500		10,651	0%
Equipment Maintenance	40,000	25,506	49,750	64%
Equipment Maintenance Labor	15,000	3,699	8,025	25%
Equipment Rental	3,000		-	0%
Fuel Farm Utilities/Insurance	4,000	2,772	3,885	69%
Equipment Fuel & Oil	35,000	16,906	36,005	48%
Hangar Insurance	6,000	6,129	5,750	102%
Hangar Interest	5,000	7,213	12,067	144%
Hangar Maintenance	6,000	10,737	10,432	179%
Hangar Utilities	12,000	11,588	14,834	97%
Liability Insurance	8,500	8,511	8,065	100%
Line Supplies	11,000	19,495	10,851	177%
Pollution Insurance	16,000		-	0%
Uniforms	8,500	8,351	6,700	98%
Satellite Systems/Runway Camera	4,000		5,436	0%
Workman's Compensation	29,000	39,728	33,238	137%
<b>Total Direct Expenses</b>	<b>955,812</b>	<b>913,013</b>	<b>905,795</b>	<b>96%</b>
<b>Net Income Before Allocation of Administrative Costs</b>	<b>1,034,618</b>	<b>1,467,862</b>	<b>1,107,968</b>	<b>142%</b>
<b>Admin &amp; Operations (1/3 of Total)</b>	<b>151,402</b>	<b>184,482</b>	<b>145,531</b>	<b>122%</b>
<b>Net Income</b>	<b>\$ 883,216</b>	<b>\$ 1,283,380</b>	<b>\$ 962,437</b>	<b>145%</b>
<b>CASH FLOWS</b>				
<b>Net Income</b>	<b>\$ 883,216</b>	<b>\$ 1,283,380</b>	<b>\$ 962,437</b>	<b>145%</b>
<b>Hangar Principal Payments</b>	<b>\$ 350,000</b>	<b>\$ 353,162</b>	<b>\$ 77,550</b>	
<b>Net Cash Flows</b>	<b>\$ 1,233,216</b>	<b>\$ 1,636,542</b>	<b>\$ 1,039,987</b>	<b>133%</b>



**TELLURIDE REGIONAL AIRPORT  
2016 OPERATING BUDGET  
TERMINAL**

<b>TERMINAL INCOME</b>	<b>BUDGET 2016</b>	<b>ACTUAL 2016 Jan - Dec.</b>	<b>ACTUAL 2015 Jan - Dec.</b>	<b>PERCENT OF BUDGET</b>
Advertising	\$ 1,000	\$ 2,312	\$ 949	
Airlines	-	5,668		#DIV/0!
Car Rental Agencies	70,000	72,681	73,039	104%
On-Line Services	20,000	26,400	28,600	132%
Copy/Fax	500	20	201	4%
Office Rentals	12,000	3,454	10,782	29%
Parking Lot	10,000	12,860	11,969	129%
Sales Tax Discount	3,800	11,972	4,536	315%
Taxi Service	18,000	34,736	19,545	193%
Vending Machines	300	97	311	32%
<b>Total Income</b>	<b>135,600</b>	<b>170,201</b>	<b>149,932</b>	<b>126%</b>
<b>TERMINAL EXPENSES</b>	<b>2016</b>	<b>Jan - Dec.</b>	<b>Jan - Dec.</b>	<b>Jan - Dec.</b>
Janitorial Supplies	2,000	2,092	2,644	105%
Janitorial Other	34,000	36,913	40,525	109%
Liability Insurance	8,600	8,511	8,065	99%
Maintenance	20,000	11,313	17,048	57%
Maintenance Labor	2,500	1,912	585	76%
Parking Lot	10,000	2,660	496	27%
Security	4,000	2,489	6,203	62%
Terminal Insurance	7,000	12,114	6,900	173%
Terminal Utilities	40,000	32,897	38,347	82%
Trash	5,000	9,627	4,382	193%
Vending Machine Expense	1,000		936	0%
Water Maintenance	15,000	20,584	18,181	137%
<b>Total Direct Expenses</b>	<b>149,100</b>	<b>141,113</b>	<b>144,312</b>	<b>95%</b>
<b>Net Income Before Allocation of Administrative Costs</b>	<b>(13,500)</b>	<b>29,088</b>	<b>5,620</b>	<b>-215%</b>
<b>Admin &amp; Operations (1/3 of Total)</b>	<b>151,402</b>	<b>184,482</b>	<b>145,531</b>	<b>122%</b>
<b>Net Income</b>	<b>\$ (164,902)</b>	<b>\$ (155,394)</b>	<b>\$ (139,911)</b>	<b>94%</b>

**TELLURIDE REGIONAL AIRPORT  
2016 OPERATING BUDGET  
AIRSIDE**

<b>AIRSIDE INCOME</b>	<b>BUDGET 2016</b>	<b>ACTUAL 2016 Jan - Dec.</b>	<b>ACTUAL 2015 Jan - Dec.</b>	<b>PERCENT OF BUDGET</b>
Airline Landing Fees	\$ -	\$ 1,013	\$ -	#DIV/0!
GA Landing Fees	235,000	285,252	255,835	121%
Land Leases	26,000	17,819	22,854	69%
Promotional Fees	1,200	-	-	0%
State Fuel Tax Rebates	52,000	79,692	80,574	153%
<b>Total Income</b>	<b>314,200</b>	<b>383,776</b>	<b>359,263</b>	<b>122%</b>
<b>AIRSIDE EXPENSES</b>	<b>2016</b>	<b>Jan - Dec.</b>	<b>Jan - Dec.</b>	<b>Jan - Dec.</b>
Airfield Lighting Maintenance	3,000	3,749	4,496	125%
Airfield Lighting Utilities	2,000	2,151	1,602	108%
Airfield Insurance	6,500	-	6,200	0%
Airfield Maintenance	20,000	30,774	22,128	154%
ARFF Building Insurance	275	343	50	125%
ARFF Equipment	12,220	2,200	2,257	18%
ARFF Maintenance	5,000	334	9,879	7%
ARFF Training	26,000	12,011	19,080	46%
ARFF Liability Insurance	500	-	208	0%
ARFF Utilities	4,500	2,851	3,219	63%
AWOS Maintenance	5,000	9,532	6,998	191%
AWOS Utilities	600	621	647	104%
Business Auto Policy	6,600	6,612	6,419	100%
Equipment Fuel & Oil	15,000	9,949	8,784	66%
Equipment Insurance	13,000	25,480	12,184	196%
Equipment Maintenance	35,000	37,484	14,587	107%
Equipment Maintenance Labor	10,000	15,133	17,935	151%
Liability Insurance	8,600	8,511	8,065	99%
Operations Training	1,000	-	5,000	0%
SRE Insurance	725	-	701	0%
SRE Utilities	6,000	7,308	7,280	122%
SWMP Maintenance	4,000	2,095	1,370	52%
<b>Total Expenses</b>	<b>185,520</b>	<b>177,137</b>	<b>159,089</b>	<b>95%</b>
Net Income Before Allocation of Administrative Costs	128,680	206,639	200,174	161%
Admin & Operations (1/3 of Total)	151,402	184,482	145,531	122%
Operating Profit	(22,722)	22,157	54,643	-98%
<b>INTEREST INCOME</b>	100	26	39	26%
	<b>\$ (22,622)</b>	<b>\$ 22,183</b>	<b>\$ 54,682</b>	<b>-98%</b>

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

<b>ADMINISTRATIVE EXPENSES</b>	<b>BUDGET 2016</b>	<b>ACTUAL 2016 Jan - Dec.</b>	<b>ACTUAL 2015 Jan - Dec.</b>	<b>PERCENT OF BUDGET</b>
Accounting Audit	\$ 10,000	\$ 23,663	\$ 9,650	237%
Administrative Salaries	165,163	177,960	169,409	108%
Bad Debts	-	862	-	#DIV/0!
Bank Finance Charges	200	234	411	117%
Copy/Fax/Computer Maintenance/Lease	12,000	9,279	12,730	77%
Dues & Subscriptions	10,000	32,511	22,523	325%
Employee Education	7,500	9,224	1,820	123%
Employee Medical Insurance	31,779	38,186	31,796	120%
Fringe Benefits	12,000	9,408	10,251	78%
Legal	35,000	70,857	6,100	202%
Marketing	60,000	56,521	50,237	94%
Office Supplies	5,000	7,842	7,747	157%
Payroll Expenses	52,564	57,310	50,184	109%
Postage & Shipping	2,500	2,400	2,268	96%
Retirement Benefits	6,000	10,892	5,096	182%
Public Officials Insurance	10,000	10,333	22,146	103%
Safety Management System	-	18	3,950	#DIV/0!
Telephone/Internet	30,000	34,023	27,830	113%
TRAA Meeting	2,000	1,849	1,844	92%
Travel	2,000	75	482	4%
Workman's Compensation	500		118	0%
<b>Total Expenses</b>	<b>\$ 454,206</b>	<b>\$ 553,446</b>	<b>\$ 436,592</b>	<b>122%</b>

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

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

	Dec 31, 16
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
1000.00 · Payroll Checking	1,617.44
1020.00 · Due From AVFUEL	40,908.13
1035.00 · FBO Cash Drawer	200.00
1036.00 · Change Machines	377.00
1040 · Old Operating Bank Account	53.44
1045.00 · New Operating Bank Account	539,401.23
1046.00 · Tax Rebate Account	309,319.67
1050.00 · Petty Cash	500.00
<b>Total Checking/Savings</b>	<b>892,376.91</b>
Accounts Receivable	
1100.00 · Accounts Receivable	53,207.08
<b>Total Accounts Receivable</b>	<b>53,207.08</b>
<b>Other Current Assets</b>	
12000 · *Undeposited Funds	67.54
1260.00 · Inventory Asset	
1261.00 · INV. Jet-A	103,619.44
1262.00 · INV. 100LL	20,997.11
1263.00 · INV. Oils	2,186.12
1264.00 · INV. Unleaded Fuel	1,048.19
1266.00 · INV. Hats & T-Shirts	17,309.22
<b>Total 1260.00 · Inventory Asset</b>	<b>145,160.08</b>
1270.00 · Prepaid Insurance	13,658.70
1280.00 · Undeposited Funds	689.24
<b>Total Other Current Assets</b>	<b>159,575.56</b>
<b>Total Current Assets</b>	<b>1,105,159.55</b>
<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>	<b>71,040,511.42</b>
<b>TOTAL ASSETS</b>	<b>72,145,670.97</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
2000.00 · Accounts Payable	28,827.52
<b>Total Accounts Payable</b>	<b>28,827.52</b>
<b>Other Current Liabilities</b>	
2030.00 · AFLAC INS.	-120.39
2100.00 · Payroll Liabilities	3,074.00
2110.00 · *Direct Deposit Liabilities	-2,145.28
2150.00 · Note Payable - Hangars	352,367.23
2165 · Sales Tax Payable #1	-65,873.31
<b>Total Other Current Liabilities</b>	<b>287,302.25</b>
<b>Total Current Liabilities</b>	<b>316,129.77</b>
<b>Total Liabilities</b>	<b>316,129.77</b>

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

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	<u>Dec 31, 16</u>
<b>Equity</b>	
3000.00 · Opening Balance Equity	100.00
3430.00 · Interaccount Transfers	-4,083,908.21
3900.00 · Retained Earnings	74,884,754.91
Net Income	1,028,594.50
	<hr/>
Total Equity	71,829,541.20
	<hr/>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>72,145,670.97</b>
	<hr/> <hr/>

# **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	\$ 2,739,360
Passenger Facility Charges	\$0	\$ 3,042
FAA Grants	\$944,750	\$ 1,601,622
State Grant	\$143,000	\$ 271,219
Rock Sales	\$260,000	\$ 299,934
Equipment Sales & Existing Insurance Coverage for Sweeper	\$137,500	\$ 33,105
Local Contribution for Cat C Approach	\$105,000	\$ -
Interest Income	\$1,500	\$ 446
<b>TOTAL AVAILABLE FUNDS :</b>	<b>\$3,991,750</b>	<b>\$ 4,948,729</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	\$ 1,505,140
AIP-34: Apron Reconstruction (Final design/bidding)	\$25,000	\$ 52,704
Master Plan Update & Survey	\$100,000	\$ 176,000
New Instrument Approach Design (See note #1)	\$320,000	\$ 53,160
Non-Grant Funded Construction (See Notes 2 & 4)	\$700,000	\$ 72,242
Non-Grant Funded Equipment (See Note #3 & 5)	\$481,969	\$ 409,163
Security/Computer Equipment	\$32,000	\$ 19,200
ARFF Equipment	\$0	\$ -
Maintenance Tools	\$2,500	\$ 2,472
Bank Fees	\$60	\$ 35
<b>TOTAL CAPITAL EXPENSES:</b>	<b>\$2,464,029</b>	<b>\$ 2,292,617</b>
<b>REMAINING CAPITAL INCOME:</b>	<b>\$1,527,721</b>	<b>\$2,656,112</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 December 31, 2016

	<u>Dec 31, 16</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1010 · 10% Bank Account	350,707.95
1030 · FAA Bank Account	16,234.33
1060 · PFC- ANB Bank	257,370.15
1070 · Savings Account	2,031,799.97
Total Checking/Savings	<u>2,656,112.40</u>
Accounts Receivable	
1281 · Accounts Receivable	118,279.25
Total Accounts Receivable	<u>118,279.25</u>
Other Current Assets	
1200 · Grants Receivable	1,025,938.92
Total Other Current Assets	<u>1,025,938.92</u>
Total Current Assets	<u>3,800,330.57</u>
<b>TOTAL ASSETS</b>	<u><u>3,800,330.57</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
3430 · Interaccount Transfers	4,016,617.68
3900 · Retained Earnings	90,087.43
Net Income	-306,374.54
Total Equity	<u>3,800,330.57</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>3,800,330.57</u></u>



# STATISTICS

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

<b>December 2016</b>	<b>TRAA 2016</b>	<b>TRAA 2015</b>	<b>Percent Change</b>
<b>AIRPORT OPERATIONS</b>			
General Aviation:	784	524	49.62%

**AVIATION FUEL SALES (GALLONS)**

General Aviation:			
100LL AvGas:	1,777	1,424	24.79%
Jet-A:	61,236	38,477	59.15%
Airlines:	703	0	
Total:	63,013	39,901	57.92%
GA Passenger Deplanements:	1,782	785	127.01%
GA Passenger Enplanements:	1,300	1,178	10.36%
Airline Deplanements:	166	0	#DIV/0!
Airline Enplanements:	116	0	#DIV/0!

<b>JANUARY - DECEMBER 2016</b>	<b>TRAA 2016</b>	<b>TRAA 2015</b>	<b>Percent Change</b>
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**AIRPORT OPERATIONS**

General Aviation:	9,370	8,990	4.23%
Airlines:	16	0	

**AVIATION FUEL SALES (GALLONS)**

General Aviation:			
100LL AvGas:	24,142	23,649	2.09%
Jet-A	499,693	497,390	0.46%
Total GA:	523,835	521,039	0.54%
GA Passenger Deplanements:	15,777	14,057	12.24%
GA Passenger Enplanements:	16,561	15,321	8.09%
Airline Deplanements:	166	0	
Airline Enplanements:	116	0	

## 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	1339	<b>1339</b>	1564
September	0	0	1896	<b>1896</b>	2288
October	0	0	922	<b>922</b>	530
November	0	0	416	<b>416</b>	351
December	116		1300	<b>1416</b>	1178
<b>Total for 2016</b>	<b>116</b>	-	<b>16,561</b>	<b>16,677</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	1339	0	0
September	2288	1896	0	0
October	530	922	0	0
November	351	416	0	0
December	1178	1300	0	116

## DEPLANEMENTS FOR 2015

	Great Lakes	U.S.Airways	Gen Av	2016 Total	2015 Total
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	1307	1307	1465
September	0	0	1795	1795	2175
October	0	0	830	830	501
November	0	0	454	454	367
December	166	0	1782	1948	785
<b>Total for 2016</b>	<b>166</b>	<b>0</b>	<b>15777</b>	<b>14259</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>	

Deplanement Comparisons	2016 GA	2015 GA	2016 Airlines	2015 Airlines
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	1307	1465	0	0
September	1795	2175	0	0
October	830	501	0	0
November	454	367	0	0
December	1782	785	166	0

**OPERATIONS**

**2016**

	<b>Great Lakes</b>	<b>U.S. Airways</b>	<b>Gen. Av.</b>	<b>2016 Total</b>	<b>2015 Total</b>
January	0	0	900	900	974
February	0	0	1236	1236	916
March	0	0	874	874	1158
April	0	0	334	334	256
May	0	0	368	368	288
June	0	0	832	832	760
July	0	0	1212	1212	1154
August	0	0	814	814	994
September	0	0	1086	1086	1304
October	0	0	596	596	404
November	0	0	334	334	258
December	32	0	784	816	524
<b>Total for 2016</b>	<b>32</b>	<b>0</b>	<b>9370</b>	<b>9402</b>	<b>8990</b>
<b>Total for 2015</b>	<b>0</b>	<b>0</b>	<b>8990</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	814	994	0	0
September	1086	1304	0	0
October	596	404	0	0
November	334	258	0	0
December	784	524	32	0

**SCHEDULED DEPARTURES 2016**

	U.S. Airways	Great Lakes	Total
January	0	0	0
February	0	0	0
March	0	0	0
April	0	0	0
May	0	0	0
June	0	0	0
July	0	0	0
August	0	0	0
September	0	0	0
October	0	0	0
November	0	0	0
December	0	22	22
Total for 2016	0	0	0
Total for 2015	0	0	0
Total for 2014	0	328	328
Total for 2013	0	491	491

**ACTUAL DEPARTURES 2016**

	U.S. Airways	Great Lakes	Total
January	0	0	0
February	0	0	0
March	0	0	0
April	0	0	0
May	0	0	0
June	0	0	0
July	0	0	0
August	0	0	0
September	0	0	0
October	0	0	0
November	0	0	0
December	0	16	16
Total for 2016	0	16	16
Total for 2015	0	0	0
Total for 2014	0	287	287
Total for 2013	0	454	454



TO: Mountain Village Town Council  
 FROM: Heather Knox  
 DATE: January 10, 2017  
 RE: EcoAction Partners 2017 Work Plan Highlighting MV Specific Efforts

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Thank you very much for your continued support of EcoAction Partners, our region's sustainability organization. EcoAction Partners full 2017 work plan is available on our website, but this memo highlights 2017 efforts which pertain to Mountain Village.

### Energy/Greenhouse Gas Reduction

- **SMIPA IQ Weatherization and IQ Solar**

EcoAction Partners, in partnership with Energy Outreach Colorado, and San Miguel Power Association, is managing the SMIPA Income Qualified (IQ) Weatherization Program, which targets low to mid-income residents in our region for energy efficiency improvements. Qualified renters or homeowners receive an energy assessment, prioritizing cost effective energy efficiency measures, which are then implemented. Once the weatherization is complete, the SMIPA member is eligible for a free solar panel associated with their account in the new SMIPA Income Qualified solar garden. EcoAction Partners currently has 30 approved IQ participants, far out pacing the goal. Participants include two (2) Mountain Village residents and one (1) Mountain Village employee.

- **Greenlights LED Light Bulb Program**

*Dates: May 1 through mid-June with a booth at the SMIPA Annual meeting*

Lighting, particularly commercial lighting, is an effective way to reduce greenhouse gases because of the fantastic return on investment. Greenlights is EcoAction Partners Regional LED lighting program. It functions like the Relight Mountain Village Program, which was the brainchild of a shared Mountain Village Council and EcoAction board member, John Howe. The program removes the SMIPA LED bulb rebate (up to 50% off) in the up-front cost and provides participating governments' residents a match of 50% of the SMIPA rebate, helping residents buy LED light bulbs at up to 75% off.

EcoAction Partners has expanded our Greenlights Program to many regional communities including: Towns of Telluride, Ridgway, Ouray, and now Nucla, Naturita, and Rico (new for 2017!) and, as well as San Miguel and Ouray County and those in unaffiliated Montrose County (2017) who are SMIPA members.

When EcoAction Partners was running Greenlights in 2016, we received an inquiry from a new Mountain Village business looking for LED lighting assistance. EcoAction Partners connected this new business with Mountain Village staff for commercial funding available for the lighting upgrade. This inquiry and subsequent referral was indicative of widespread successful promotion of the Greenlights program, and of ongoing cooperation and collaboration between staff of EcoAction Partners and Mountain Village.

EcoAction Partners invites Mountain Village to participate in EcoAction Partners' Greenlights Program in 2017.

- **Tri-State Electricity Mix**

The electricity in our area comes primarily from coal, which dramatically affects the Greenhouse Gasses produced by our region. Therefore, EcoAction Partners continues to support SMPA in working on lifting the 5% cap on locally produced electricity. DMEA recently won the lawsuit with Tri-State to lift the 5% cap for their territory; however an appeal has been filed. EcoAction Partners provided activism/letter writing to support the DMEA lawsuit. Suggestions for locally produced power projects are being sought and researched; Mountain Village may have possible projects. Having a locally produced renewable energy project to bring on-line will help SMPA push open the door for moving beyond the 5% cap, which will decrease our greenhouse gas emissions per kilowatt.

- **Energy Efficient Building Codes**

Building codes impact how much energy a building will use for its lifespan. Having up-to-date codes is an important part of mitigating greenhouse gas emissions with new construction. EcoAction Partners recently identified an opportunity for technical assistance for jurisdictions to update their Energy codes to either the 2015 or 2018 IECC, through the Colorado Energy Office (CEO). EcoAction Partners staff has reached out to all regional building departments, including Mountain Village, to assist with engaging this assistance and addressing building community education on the new codes with a regional approach. Communication continues with the CEO representative and all building departments to facilitate regional participation in this program, as is appropriate for each jurisdiction.

- **Technical Assistance for Mountain Village's Smart Building Program**

EcoAction Partners provides ongoing technical assistance to the Mountain Village Building Official as needed for energy mitigation calculations and implementation questions on the Mountain Village energy code requirements.

- **Greenhouse Gas Emissions Tracking for the Government and Community**

Since 2009, EcoAction Partners has coordinated the Sneffels Energy Board which includes representatives from the governments of: Mountain Village, Telluride, San Miguel County, Ridgway, Ouray, Ouray County, Norwood and Ophir, and utility representatives from SMPA and Black Hills Energy, as well as community members.

As part of the work with the Sneffels Energy Board, EcoAction Partners gathers, updates and maintains both jurisdiction specific, and regional, Greenhouse Gas Emissions data. EcoAction Partners staff works with each government's Energy Action Coordinator (Deanna Drew for Mountain Village) to interpret the results and make recommendations. The GHG emissions information is shared annually with Mountain Village.

- **Colorado CPACE – Commercial Property Assessed Clean Energy**

A new program that could be valuable to Mountain Village is Colorado C-PACE, a financing tool that allows commercial and multifamily property owners to finance energy efficiency, water conservation, and other clean energy improvements on existing and newly constructed properties,



with repayment through a voluntary assessment on their property tax bill. The website for Colorado C-PACE is [www.copace.com](http://www.copace.com)

EcoAction Partners staff has provided information through the Sneffels Energy Board to elected officials and staff in both San Miguel and Ouray Counties to encourage participating in this program, making it available to all commercial properties (and certain non-tax-paying entities such as schools) throughout both counties. Both counties are moving toward involvement in the program.

### **Regional Composting Program and Waste Reduction**

- **Regional Composting Program**

In the fall of 2015, EcoAction Partners was awarded a CDPHE grant entitled “Sneffels Waste Diversion Planning Project”. The project was to study Ouray and San Miguel County’s existing waste diversion activities, suggest ways to coordinate those activities to maximize economic efficiencies, and establish goals that will guide future efforts to minimize the amount of waste sent to the landfill. The project study included a waste audit in each County, a gap analysis, and public forums along with a list of specific deliverables.

The first task was to identify and quantify the materials in the municipal solid waste stream that could potentially be diverted through recycling, composting or other means. Additional analyses were performed focusing on glass recycling, construction and demolition materials and anaerobic digestion opportunities.

It is recommended that Kris Holstrom, working with EcoAction Partners on this grant, present the full findings at an intergovernmental meeting. A very abridged summary of the findings follows:

- **Festivals:** For large scale festival compost, which includes compostable plastics, it is recommended that we continue the current practice of taking this material to a regional composting facility. The Mautz Brothers are applying for funding to help create a new commercial composting facility in Montrose County. If successful, this will be at least 20 miles closer to our two counties than the current facility outside of Austin, CO. Rather than attempting to duplicate their facility closer to San Miguel and Ouray Counties, supporting this regional larger scale facility makes the most sense.
- **Restaurants:** Restaurants need to participate in developing a culture of composting in the region. Volumes of food waste from restaurants are a significant source of GHG emissions in our landfills. One medium-sized restaurant in Telluride generated approximately 5 tons of pre-consumer food waste in one year. An entrepreneur could begin to chip away at the volumes created by 1) setting up a haul route to the regional compost facility, and/or 2) developing a network of small-scale compost facilities within the region.  
**Telluride Ski & Golf (TSG)** owns and operates several restaurants and retail stores within Mountain Village, CO. As our largest singly owned company, TSG should be encouraged to develop its own composting system. Having a functional composting system could provide a positive market message in addition to helping meet sustainability goals.
- **Neighborhood Composting:** The challenge of creating a composting culture in a high-altitude, resort community is substantial. Year round residents are highly desirous of composting. Seasonal fluctuations in number of visitors and amounts of trash, recycling and compostables generated, combined with a long, cold winters and lack of government infrastructure (our governments do not own large tracks of land nor operate landfills) all contribute to a unique

regional problem. After much research and meetings with stakeholders, it is recommended to address this challenge by phasing in small scale, neighborhood-sized composting units.

Neighborhoods with existing infrastructure to be targeted would include: Lawson Hill, Ophir, and the Ridgway Community Garden. If we are able to identify a site in the Mountain Village, we would like to include this location as well.

- Please see the full report on EcoAction Partners website for complete information on glass and construction recycling recommendations.

- **Grants**

EcoAction Partners will be targeting a CDPHE Implementation Grant, as well as a second highly competitive grant, The Rathmann Challenge, focused on composting in 2017. If EcoAction Partners is awarded one or both of these grants, a regional composting program will be implemented in 2017/2018.

Current Mountain Village work, in preparation for these grants include:

- Determining an enclosed, accessible site with power in a populated area of Mountain Village with residents interested in composting to include in our Neighborhood Composting Implementation Plan.
- EcoAction Partners is working with TSG representative, Stephen Roth, to conduct a waste composition study to determine the impact that composting would have on their operation.

- **Regional Electronics Recycling**

EcoAction Partners will be coordinating the regional electronics recycling for San Miguel County in 2017, which serves numerous Mountain Village residents and property management companies properly disposing of their outdated electronics.

### Education/Community Outreach

- **EcoAction Partners Impact Report**

EcoAction Partners is in the process of developing an Impact Report on our region's progress toward reaching Greenhouse Gas emission reduction goals. The report will include GHG Emissions & energy data for all jurisdictions in the region since 2010. It will also highlight successful projects implemented and current programs that engage the community in participating toward reaching our goals. Mountain Village's accomplishments and successful projects will be highlighted in this regional GHG Impact Report, to be released in May/June 2017.

- **Truth or Dare**

Truth or Dare is an educational program for all students attending the Telluride Intermediate School or the Mountain School, including those from Mountain Village. The program reaches other areas of our region including schools in Ridgway, Ouray, and Norwood. The Truth or Dare program was initially developed as an educational challenge for adults to reduce their carbon footprint and develop lasting habits to decrease the amount of carbon emissions released during daily activities and home life. An equally important goal of the program was to estimate and quantify the amount of carbon emission reductions that were achieved during the course of the program. In 2014, the

program was redesigned for 9-13 year olds and teens, and it was introduced to the Telluride Intermediate School with overwhelming approval.

Over the course of a week students participate in the elective program earning points for their sustainability efforts. Through carpooling, walking or biking, using reusable containers (instead of single-use disposable bags), taking short showers (< 5 minutes), unplugging electric gadgets when not in use, and recycling, for example, the Telluride Intermediate School students significantly reduced their carbon footprints, saving money, energy, and waste. San Miguel Power Association donates great prizes to incentivize the students to participate in the program. EcoAction Partners is looking forward to more success and greater carbon savings in 2017.

- **Green Business Certification**

EcoAction Partners' Green Business Certification is a holistic sustainability certification program designed to engage our regional business community to undertake smart environmental practices, and recognize businesses' accomplishments. The certification program encourages energy efficiency, water conservation, waste diversion, land stewardship and renewable energy. EcoAction Partners works with each business to navigate, identify, prioritize, and select optimal sustainability actions. Once certified, EcoAction Partners showcases businesses' sustainability accomplishments through a variety of marketing tools including: website listings on EcoAction Partners, towns and tourism board websites, window cling, certificate and events.


Mountain Village Certified Green Businesses include:

- Inn at Lost Creek & Talay Grille: 50% Local sustainably-sourced organic food, guest room towel/linen saving program, 75% LED lighting, utility bill tracking, low-flow water fixtures.
- Boot Doctors/Paragon: LED lighting in all 3 stores, recycling of old boots & skis, and active education and engagement of staff in sustainability efforts.
- Fairmont Heritage Place: 100% converted in room washing machines to front loading with 1/3 the water savings, and 80% of shower heads have been replaced to low flow with 1-2 gallon per minute water savings.
- Telluride Resort Store: Decreased heating cost by insulating building, reuse all paper materials and packing materials, have a written work policy for using alternative modes of transportation for all employees with incentives.
- Luminosity: Is LEED Accredited Professional – 5 Completed LEED Projects nationally. In addition, several projects were certified with Green Star, a similar program based in Australia and they purchase carbon offsets for all travel.
- Telluride Naturals: 75% of products are locally crafted, require reusable bag purchase if request bag, all programmable thermostats, and all LED Lighting.
- Hotel Madeline: Replaced 100% of conventional thermostats with programmable thermostats, and have replaced guest's faucets with low flow aerators.

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Thank you again to Mountain Village for the continued support and participation in our region's efforts at reducing Greenhouse Gas Emissions, energy use, and waste. EcoAction Partners looks forward to working with Mountain Village staff and Mountain Village council representative, Michelle Sherry, in 2017!

Please feel free to reach out to me, Heather Knox at: [heather@ecoactionpartners.org](mailto:heather@ecoactionpartners.org) or 970-729-3362

 <b>Business and Government Activity Report</b> <b>For the month ending: December 31st</b>							
Activity	2016		2015		Variance		
	MONTH	YTD	MONTH	YTD	Variance	Variance %	
<b>Cable/Internet</b>							
# Residential & Bulk Basic Cable	966		924		42	4.5%	
# Premium Channel Residential & Bulk Subscribers	553		482		71	14.7%	
# Digital Subscribers	255		280		(25)	-8.9%	
# Internet Subscribers	1,844		1,693		151	8.9%	
Average # Phone Subscribers	107		92		15	16.3%	
<b>Village Court Apartments</b>							
Occupancy Rate %			99.55%	99.36%	-99.36%	-100.0%	
# Vacated Units	2	38	3	31	7	22.6%	
# Work Orders Completed	37	467	37	440	27	6.1%	
# on Waiting List	78		76		2	2.6%	
<b>Public Works</b>							
Service Calls	381	4,591	511	4,945	(354)	-7.2%	
Snow Fall Inches	54	196	83	249	(53)	-21.3%	
Snow Removal - Streets & Prkg Lots Hours	904	3,147	1,054	3,424	(277)	-8.1%	
Roadway Maintenance Hours	0	2,916	6	2,775	141	5.1%	
Water Billed Consumption Gal.	42,996,000	190,135,000	52,377,000	217,764,000	(27,629,000)	-12.7%	
Sewage Treatment Gal.	8,174,000	94,225,000	7,772,000	84,660,000	9,565,000	11.3%	
<b>Child Development Fund</b>							
# Infants & Toddlers Actual Occupancy	21.58	255.48	18.50	229.36	26.12	11.4%	
# Preschoolers Actual Occupancy	15.20	179.85	14.62	177.11	2.74	1.5%	
<b>Transportation and Parking</b>							
GPG (noon snapshot)	8,447	54,573	7,257	31,441	23,132	73.6%	
GPG Parking Utilization (% of total # of spaces occupied)	61.2%	32.5%	52.6%	18.7%	13.8%	73.8%	
HPG (noon snapshot)	1,976	15,536	2,427	14,213	1,323	9.3%	
HPG Parking Utilization (% of total # of spaces occupied)	62.1%	40.2%	76.3%	36.7%	3.5%	9.5%	
Total Parking (noon snapshot)	15,536	110,460	15,059	85,739	24,721	28.8%	
Parking Utilization (% of total # of spaces occupied)	64.0%	37.4%	62.0%	29.0%	8.4%	29.0%	
Paid Parking Revenues	\$40,265	\$269,756	\$43,174	\$354,714	(\$84,958)	-24.0%	
Bus Routes # of Passengers	490	46,221	86	43,490	2,731	6.3%	
Employee Shuttle # of Passengers	1,385	15,530	1,706	18,752	(3,222)	-17.2%	
Employee Shuttle Utilization Rate %	53.5%	52.8%	52.9%	53.6%	-0.80%	-1.5%	
Inbound (Vehicle) Traffic (Entrance) # of Cars	69,772	747,922	70,184	751,443	(3,521)	-0.5%	
<b>Human Resources</b>							
FT Year Round Head Count	80		80		0	0.0%	
Seasonal Head Count (FT & PT)	3		4		(1)	-25.0%	
PT Year Round Head Count	19		20		(1)	-5.0%	
Gondola FT YR, Seasonal, PT YR Head Count	61		54		7	13.0%	
Total Employees	163		158		5	3.2%	
Gondola Overtime Paid Hours	251	2689	324	2519	170	6.7%	
Other Employee Overtime Paid	67	1226	75	1099	127	11.5%	
# New Hires Total New Hires	5	123	13	80	43	53.8%	
# Terminations	11	98	8	76	22	28.9%	
# Workmen Comp Claims	0	15	0	9	6	66.7%	
Workmen Comp Claims Costs	\$0	\$51,999	\$0	\$21,296	\$30,703	144.2%	
<b>Marketing &amp; Business Development</b>							
Town Hosted Meetings	4	58	5	55	3	5.5%	
Email Correspondence Sent	na	na	5	55	#VALUE!	#VALUE!	
E-mail List #	na		2,121		#VALUE!	#VALUE!	
Wifi Subscribers	na		9,001		#VALUE!	#VALUE!	
Press Releases Sent	na	na	2	26	#VALUE!	#VALUE!	
<b>Gondola and RETA</b> <i>Current RETA revenues are unaudited</i>							
Gondola # of Passengers	306,360	2,778,910	295,004	2,617,642	161,268	6.2%	
Chondola # of Passengers	25,858	111,256	30,940	122,086	(10,830)	-8.9%	
RETA fees collected by TMOVA	\$429,530	\$5,700,043	\$781,193	\$5,416,271	\$283,772	5.2%	

Activity	2016		2015		Variance				
	MONTH	YTD	MONTH	YTD	Variance	Variance %			
<b>Police</b>									
Calls for Service	#	390	4,531	488	5,451	(920)	-16.9%		
Investigations	#	23	223	29	229	(6)	-2.6%		
Alarms	#	41	288	20	267	21	7.9%		
Arrests	#	3	20	4	25	(5)	-20.0%		
Traffic Contacts	#	14	215	11	210	5	2.4%		
Traffic Tickets Written	#	3	31	3	42	(11)	-26.2%		
Parking Tickets Written	#	422	3,634	473	3,840	(206)	-5.4%		
Administrative Dismissals	#	5	135	6	122	13	10.7%		
<b>Building/Planning</b>									
Community Development Revenues		\$16,725	\$928,435	\$21,313	\$1,060,824	(\$132,389)	-12.5%		
# Permits Issued		5	107	2	83	24	28.9%		
Valuation of Building Permits Issued		\$189,160	\$17,084,096	\$145,375	\$28,594,841	(\$11,510,745)	-40.3%		
# Inspections Completed		340	3,283	164	2,393	890	37.2%		
# Design Review/Zoning Agenda Items		4	77	2	64	13	20.3%		
# Staff Review Approvals		7	293	15	236	57	24.2%		
<b>Recreation</b>									
Mile of Trails Maintained		14.7	73.8	14.7	73.4	0.40	0.5%		
Platform Tennis Registrations		60	433	35	541	(108)	-20.0%		
Ice Rink Skaters		1688	3723	878	3778	(55)	-1.5%		
Snow Cat Hours		41	284	130	436	(152)	-34.8%		
<b>Plaza Services</b> <span style="float: right;">Due to the timing of the packet, trash diversion rates are for the previous month.</span>									
Snow Removal Plaza	Hours	738	2,372	662	1794	578	32.2%		
Plaza Maintenance	Hours	252	3,365	163	2898	467	16.1%		
Lawn Care	Hours	0	1,346	0	1453	(108)	-7.4%		
Plant Care	Hours	0	2,933	0	2958	(25)	-0.8%		
Irrigation	Hours	0	644	0	590	54	9.2%		
TMV Trash Collection	Hours	101	1,238	99	1181	57	4.8%		
Christmas Decorations	Hours	277	1,862	262	1666	196	11.7%		
<b>Vehicle Maintenance</b>									
# Preventive Maintenance Performed		22	200	21	221	(21)	-9.5%		
# Repairs Completed		33	318	29	337	(19)	-5.6%		
Special Projects		2	35	4	49	(14)	-28.6%		
# Roadside Assists		0	4	0	5	(1)	-20.0%		
<b>Finance</b>									
# Employee Based Business Licenses Issued		17	786	14	695	91	13.1%		
# Privately Licensed Rentals		1	87	0	68	19	27.9%		
# Property Management Licensed Rentals		30	390	0	338	52	15.4%		
# VRBO Listings for MV		458	335	335	123	36.7%			
# Paperless Billing Accts (YTD is total paperless customers)		41	666	12	543	123	22.7%		
# of TMV AR Bills Processed		2,138	25,209	2,069	24,341	868	3.6%		
<b>Accounts Receivable - Total Bad Debt Reserve/Allowance: \$20,034</b>									
					<b>General Fund Investment Activity</b>				
	<b>TMV Operating Receivables (includes Gondola funding)</b>		<b>Utilities - Cable and Water/Sewer</b>		<b>VCA - Village Court Apartments</b>				
	Current	\$ 352,936	89.4%	\$ 253,927	85.1%	\$ (11,641)	101.4%	Change in Value	\$245,175
	30+ Days	3,297	0.8%	33,386	11.2%	(157)	1.4%	Ending Balance	\$4,236,996
	60+ Days	1,593	0.4%	4,847	1.6%	317	-2.8%	Investment Income	\$0
	90+ Days	1,815	0.5%	4,320	1.4%	-	0.0%	Portfolio Yield	0.95%
	over 120 days	34,960	8.9%	2,012	0.7%	-	0.0%		
	Total	\$ 394,601	100.0%	\$ 298,493	100.0%	\$ (11,481)	100.0%		
	<b>Other Billings - CDF, Construction Parking, Commercial Trash</b>		<b>Total All AR</b>		<b>Change Since Last Month - Increase (Decrease) in AR</b>				
	Current	\$ 14,723	46.0%	\$ 609,945	85.5%	\$ 354,167	102.0%	<b>Other Statistics</b>	
30+ Days	4,205	13.1%	40,731	5.7%	8,642	2.5%	Population (estimated)	1,395	
60+ Days	3,899	12.2%	10,656	1.5%	(5,057)	-1.5%	Registered Voters	1,412	
90+ Days	1,997	6.2%	8,132	1.1%	(7,419)	-2.1%	Property Valuation	294,538,840	
over 120 days	7,205	22.5%	44,177	6.2%	(3,227)	-0.9%			
Total	\$ 32,029	100.0%	\$ 713,641	100.0%	\$ 347,105	100.0%			



## Memorandum

**To:** Town Council  
**From:** Kevin Swain, Finance Director  
**Date:** January 11, 2017  
**Re:** Town of Mountain Village Financial Statements through November 2016

### Mountain Village Financials Statements through November, 2016

Budgets have been updated for 2016 revisions, adopted at the December 2016 meeting.

#### General Fund Summary

The General Fund currently reflects a surplus of \$613,200. Permit and use taxes are under prior year and budget. Sales taxes show an increase of 6% over prior year (after a prior period refund adjustment) and 4% over budget. Revenues of \$8.9 million were over budget by \$52,900 due mainly to sales taxes, DRB fees, county R&B taxes, and interest income.

Total operating expenditures of \$7.3 million were under budget by \$507,000. Capital outlay through this period was for trail improvements, wayfinding, boiler repair and police equipment.

Transfers to other funds include:

<b>Fund</b>	<b>This Month</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>Budget Variance</b>
Conference Center Subsidy	\$ 25,000	\$ 190,322	\$ 196,206	5,884
Affordable Housing Development Fund (Monthly Sales Tax Allocation)	\$ 3,255	\$ 331,516	\$ 362,409	30,893
Child Development Fund	\$ 5,633	\$ 58,053	\$ 35,498	(22,555)
Vehicle & Equipment Acquisition Fund	\$ 334,511	\$ 396,338	\$ 511,844	115,506
Capital Projects Fund (From GF)	\$ 1,161	\$ 360,000	\$ 355,658	(4,342)

Income transfers from other funds include:

<b>Fund</b>	<b>This Month</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>Budget Variance</b>
Overhead allocation from Broadband, W/S, Gondola, VCA and Parking Services	\$ 27,190	\$ 402,011	\$ 401,107	(904)
Debt Service Fund (Specific ownership taxes)	\$ 11,916	\$ 62,697	\$ 124,620	61,923
*Tourism Fund	\$ 2,145	\$ 8,127	\$ 15,563	7,435

\*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 and a new sweeper for Road & Bridge, a lawn mower and utility vehicle for Plaza services, shop equipment, and a new bobcat were purchased and the bobcat leases have been paid.

**Capital Projects Fund – No Fund Income Statement Attached**

\$355,658 was spent on the Meadows Improvement Plan.

**Historical Museum Fund – No Fund Income Statement Attached**

\$96,138 in property taxes were collected and \$94,211 was tendered to the historical museum. The county treasurer retained \$1,927 in treasurer’s fees.

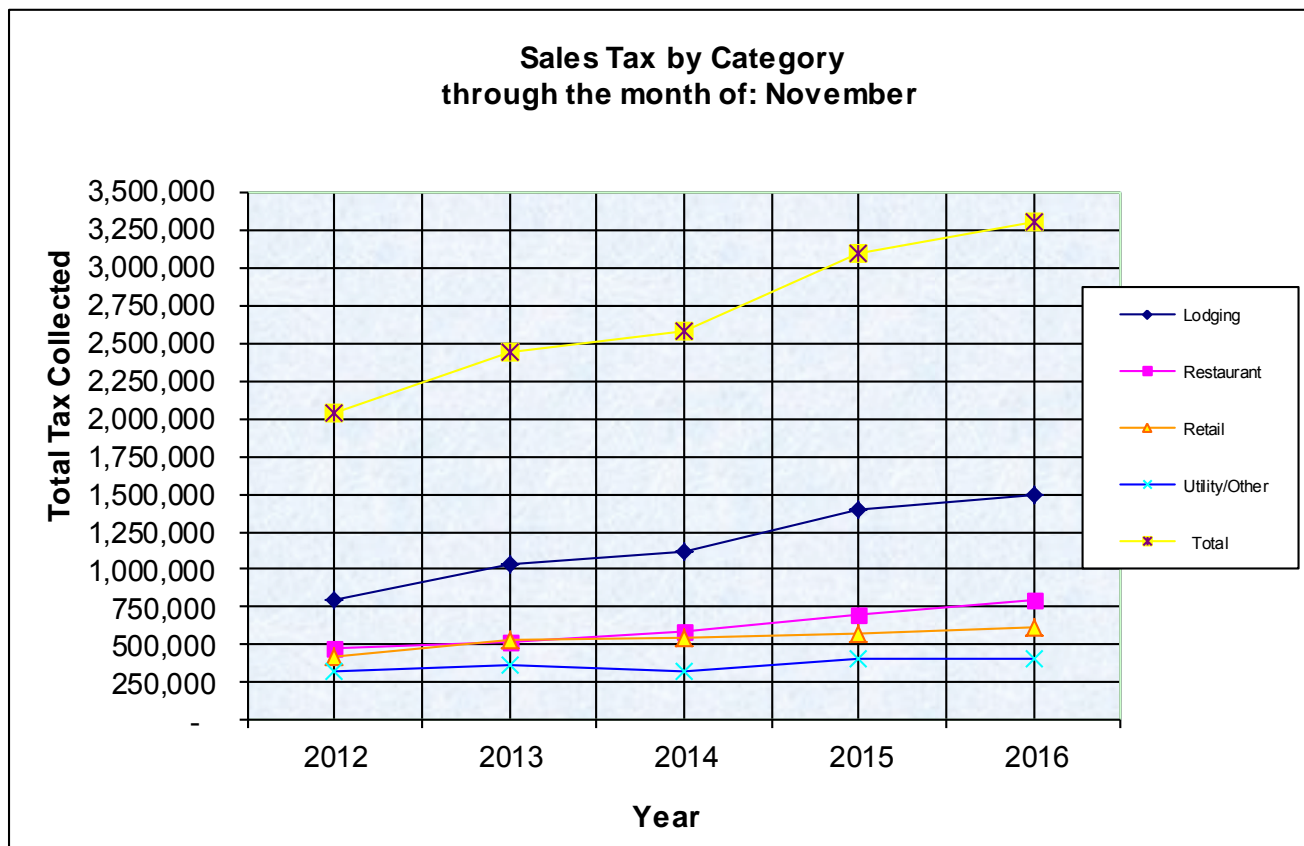
**Mortgage Assistance Fund – No Fund Income Statement Attached**

There has been no activity in this fund to date.

**Sales Tax**

Sales taxes of \$3.3 million are 6.86% over 2015 through this period and are over budget by 4%. Restaurant shows the highest growth at 12.24%, followed by lodging at 6.93%.

Actual Sales Tax Base By Class, Through November 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	17,705,032	22,921,017	29%	24,782,025	8%	30,989,880	25%	33,138,018	2,148,138	6.93%
Restaurant	10,739,416	11,472,831	7%	13,054,070	14%	15,692,613	20%	17,613,699	1,921,085	12.24%
Retail	9,505,971	11,847,824	25%	12,180,992	3%	12,873,204	6%	13,653,319	780,115	6.06%
Utility/Other	7,365,152	8,121,870	10%	7,160,076	-12%	9,227,172	29%	9,098,369	(128,802)	-1.40%
<b>Total</b>	<b>45,315,570</b>	<b>54,363,542</b>	<b>20%</b>	<b>57,177,163</b>	<b>5%</b>	<b>68,782,868</b>	<b>20%</b>	<b>73,503,405</b>	<b>4,720,537</b>	<b>6.86%</b>



## Tourism Fund

2016 restaurant taxes totaling \$352,786 have been collected and \$345,730 was tendered to the airline guarantee program. \$1.33 million in lodging taxes were collected and \$1.3 was tendered to the airline guarantee program and to MTI. The Town retained \$26,973 in administrative fees, and penalties and interest of \$2,615. Additional funding of \$25,000 was expended for Gay Ski Week and \$13,000 for the guest services agent funding. \$2,500 went toward audit fees.

Lodging taxes are ahead of prior year by 7.4% and are exceeding budget by 10%. Restaurant taxes are ahead of prior year and budget by 13.2% and 15.6%, respectively. For the month of November, restaurant taxes are 23.2% under November 2015 and lodging taxes are 20.1% over November 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	304,515	0.44%	288,511	5.26%
April	7,619	9,382	7,291	12,319	7,638	-38.00%	11,812	-54.65%
May	8,673	10,684	10,627	15,282	16,633	8.84%	14,961	10.05%
June	55,581	77,013	74,275	84,204	106,415	26.38%	81,722	23.20%
July	77,661	93,602	109,934	136,711	153,342	12.17%	133,287	13.08%
August	74,889	84,727	88,929	88,990	111,760	25.59%	87,460	21.74%
September	62,057	69,349	82,891	113,475	139,363	22.81%	110,649	20.60%
October	16,867	16,450	17,383	22,812	31,322	37.30%	22,228	29.03%
November	6,618	6,761	11,840	11,372	13,662	20.14%	10,898	20.23%
December	164,045	191,249	226,508	260,440	-	-100.00%	249,213	#DIV/0!
<b>Total</b>	<b>865,780</b>	<b>1,081,555</b>	<b>1,207,325</b>	<b>1,497,381</b>	<b>1,327,805</b>	<b>-11.32%</b>	<b>1,443,529</b>	<b>-8.72%</b>
<b>Tax Base</b>	<b>21,644,491</b>	<b>27,038,867</b>	<b>30,183,132</b>	<b>37,434,529</b>	<b>33,195,133</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	60,243	11.83%	51,539	14.45%
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	44,827	11.84%	37,969	15.30%
August	20,958	25,645	25,017	29,015	35,020	20.70%	27,759	20.73%
September	17,813	19,982	23,831	32,169	36,082	12.17%	30,776	14.70%
October	7,258	5,468	5,369	9,492	11,312	19.17%	9,081	19.72%
November	4,524	4,668	5,765	6,637	5,099	-23.17%	6,349	-24.52%
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>352,786</b>	<b>-3.81%</b>	<b>350,508</b>	<b>0.65%</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>17,639,301</b>		<b>17,525,400</b>	

Business license fees of \$289,489 are over budget (7%) and prior year (4%). \$272,120 was remitted to MTI and \$26,450 in admin fees and penalties were transferred to the General Fund.



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

	2016						2015	2014	2013
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
<b>General Fund</b>									
<b>Revenues</b>									
Charges for Services	\$ 310,155	\$ 235,368	\$ 74,787	31.77%	\$ 251,440	\$ (58,715)	\$ 325,499	\$ 254,635	\$ 685,602
Contributions	66,037	75,265	(9,228)	-12.26%	82,107	16,070	42,344	20,453	15,432
Fines and Forfeits	11,082	5,738	5,344	93.13%	6,077	(5,005)	6,906	3,943	2,310
Interest Income	52,749	41,390	11,359	27.44%	45,000	(7,749)	73,773	52,356	23,168
Intergovernmental	367,871	350,526	17,345	4.95%	384,199	16,328	365,405	355,165	431,599
Licenses and Permits	288,455	254,084	34,371	13.53%	261,655	(26,800)	333,824	248,087	482,704
Miscellaneous Revenues	66,176	70,970	(4,794)	-6.75%	133,093	66,917	82,423	79,059	81,205
Taxes and Assessments	7,720,408	7,796,723	(76,315)	-0.98%	8,697,016	976,608	7,384,496	6,535,884	7,993,136
<b>Total Revenues</b>	<b>8,882,933</b>	<b>8,830,064</b>	<b>52,869</b>	<b>0.60%</b>	<b>9,860,587</b>	<b>977,654</b>	<b>8,614,670</b>	<b>7,549,582</b>	<b>9,715,156</b>
<b>Operating Expenses</b>									
Legislation & Council	49,275	57,696	(8,421)	-14.60%	91,497	42,222	32,067	7,981	18,001
Town Manager	199,504	205,925	(6,421)	-3.12%	233,671	34,167	193,291	197,935	187,340
Administrative Services	315,435	352,913	(37,478)	-10.62%	391,718	76,283	293,345	294,137	284,947
Finance	701,437	722,430	(20,993)	-2.91%	806,412	104,975	714,046	696,730	689,149
Technical	154,722	163,159	(8,437)	-5.17%	178,873	24,151	127,212	136,367	138,261
Human Resources	262,647	286,542	(23,895)	-8.34%	306,700	44,053	246,829	217,804	231,303
Town Attorney	528,499	528,645	(146)	-0.03%	544,677	16,178	472,465	409,843	371,549
Marketing and Business Development	262,446	298,343	(35,897)	-12.03%	338,432	75,986	219,910	174,454	172,708
Municipal Court	24,025	27,999	(3,974)	-14.19%	31,202	7,177	24,076	24,413	24,322
Police Department	673,051	714,581	(41,530)	-5.81%	810,494	137,443	673,359	576,409	630,574
Community Services	40,659	44,603	(3,944)	-8.84%	50,313	9,654	42,416	41,747	46,956
Community Grants and Contributions	59,250	59,250	-	0.00%	81,000	21,750	66,500	79,000	66,500
Roads and Bridges	978,039	955,581	22,458	2.35%	1,125,261	147,222	767,316	833,183	1,454,441
Vehicle Maintenance	404,623	415,608	(10,985)	-2.64%	472,170	67,547	378,656	380,535	377,970
Municipal Bus/Dial-A-Ride	166,257	166,261	(4)	0.00%	180,225	13,968	142,412	141,022	319,437
Employee Shuttle	39,023	68,874	(29,851)	-43.34%	76,162	37,139	51,267	66,090	64,945
Parks & Recreation	391,669	454,017	(62,348)	-13.73%	509,006	117,337	339,075	350,516	280,798
Plaza and Environmental Services	1,185,382	1,301,050	(115,668)	-8.89%	1,430,788	245,406	953,345	1,008,593	1,011,061
Public Refuse Removal and Residential Trash Billing Services	43,221	47,843	(4,622)	-9.66%	54,559	11,338	45,652	39,627	195,801
Building/Facility Maintenance	142,188	177,271	(35,083)	-19.79%	208,121	65,933	139,220	89,756	137,361
Planning & Development Services	6,777	8,711	(1,934)	-22.20%	9,149	2,372	5,623	4,928	3,714
Building Division	254,024	258,917	(4,893)	-1.89%	281,146	27,122	205,032	163,514	146,409
Housing Division Office	18,702	19,291	(589)	-3.05%	21,134	2,432	15,712	16,682	77,044
Planning and Zoning Division	372,107	444,242	(72,135)	-16.24%	531,518	524,741	271,933	299,379	222,592
Contingency	2,600	2,600	-	0.00%	87,638	68,936	-	-	-
<b>Total Operating Expenses</b>	<b>7,275,562</b>	<b>7,782,352</b>	<b>(506,790)</b>	<b>-6.51%</b>	<b>8,851,866</b>	<b>1,925,532</b>	<b>6,420,759</b>	<b>6,250,645</b>	<b>7,153,183</b>
Surplus / Deficit	1,607,371	1,047,712	559,659	53.42%	1,008,721	(947,878)	2,193,911	1,298,937	2,561,973
Capital Outlay	78,629	80,000	(1,371)	-1.71%	699,400	620,771	-	261,333	101,882
Surplus / Deficit	1,528,742	967,712	561,030	57.97%	309,321	(1,219,421)	2,193,911	1,037,604	2,460,091
<b>Other Sources and Uses</b>									
Sale of Assets	4,822	-	4,822	#DIV/0!	-	(4,822)	30,034	10,568	1,685
Transfer (To) From Affordable Housing	(362,409)	(331,516)	(30,893)	9.32%	(423,000)	(60,591)	(349,418)	(285,621)	(273,401)
Transfer (To) From Broadband	-	-	-	#DIV/0!	-	-	143,620	184,532	158,963
Transfer (To) From Child Development	(35,498)	(58,053)	22,555	-38.85%	(68,526)	127,680	(27,313)	(57,242)	(42,740)
Transfer (To) From Capital Projects	(355,658)	(360,000)	4,342	-1.21%	(360,000)	(375,563)	-	-	-
Transfer (To) From Debt Service	124,620	62,697	61,923	98.76%	82,264	(318,843)	136,157	130,293	105,768
Transfer (To) From Overhead Allocation	401,107	402,011	(904)	-0.22%	438,557	37,450	386,941	406,172	388,145
Transfer (To) From Parking Services	-	-	-	#DIV/0!	-	35,498	165,752	(683)	20,998
Transfer (To) From Conference Center	(196,206)	(190,322)	(5,884)	3.09%	(204,168)	(204,168)	(193,103)	(131,123)	(108,343)

	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 Tourism	15,563	8,127	7,435	91.48%	14,816	(109,804)	56,516	49,855	(71,534)
Transfer (To) From Vehicle/Equipment	(511,844)	(396,338)	(115,506)	29.14%	(396,338)	115,506	(202,747)	(185,994)	(113,803)
Transfer (To) From Water/Sewer	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>(915,504)</b>	<b>(863,394)</b>	<b>(52,110)</b>	<b>6.04%</b>	<b>(916,395)</b>	<b>(757,656)</b>	<b>146,439</b>	<b>120,757</b>	<b>65,738</b>
Surplus / Deficit	\$ 613,238	\$ 104,318	\$ 508,920	487.86%	\$ (607,074)	\$ (1,977,077)	\$ 2,340,350	\$ 1,158,361	\$ 2,525,829

<b>Beginning Fund Balance Components</b>	<b>Actual YTD</b>	<b>Annual Budget</b>
Emergency Reserve	\$ 3,098,153	\$ 3,098,153
Unreserved	5,887,195	4,346,125
<b>Beginning Fund Balance</b>	<b>\$ 8,985,348</b>	<b>\$ 7,444,278</b>

<b>YTD Ending Fund Balance Components</b>		
Emergency Reserve	\$ 3,098,153	\$ 3,098,153
Health Care Premium Savings Reserve	50,000	50,000
Facility Maint Reserve	155,000	155,000
Unreserved	6,295,433	3,308,639
<b>Ending Fund Balance</b>	<b>\$ 9,598,586</b>	<b>\$ 6,611,792</b>

#### Revenues

Taxes & Assessments - Specific Ownership taxes collected are exceeding budget (6%). Sales tax revenues are 4% over budget and 6% over prior year. Construction use tax is trailing prior year (\$61,000) and budget (\$107,000).  
Licenses & Permits - Construction permits are under budget by \$28,200. Electrical and plumbing permits are over budget \$42,665 and \$22,900.  
Intergovernmental - Intergovernmental revenues are exceeding budget due to county road and bridge and highway user tax collections, and CTF funds.  
Charges for Services - DRB fees are over budget by \$33,775 and over prior year \$16,700. Road impact fees are also exceeding budget, \$8,800.  
Fines & Forfeitures - Over budget due to building construction fines.  
Investment Income - Interest is exceeding budget and under prior year.  
Miscellaneous - Under budget in van rider revenues.  
Contributions - Energy rebates, an environmental incentive contribution, and Gondola shuttle contributions have been collected.

#### Top Ten Budget Variances

##### Under Budget

Plaza and Environmental Services - \$115,668 Employee costs, paver/planter repair, and utilities savings.  
Planning & Zoning - \$72,135 Savings in employee costs due to vacancies.  
Parks and Recreation - \$62,348 Under budget in ice rink expense, gasoline, and labor costs.  
Police - \$41,530 Savings in personnel costs due to lower overtime and gasoline.  
Admin Services- \$37,478 Savings in facility expense and utilities.  
Marketing and Business Development - \$35,897 Under budget in marketing collateral and photos.  
Building/Facility Maintenance - \$35,083 Under budget in personnel costs and street light expenses.  
Employee Shuttle - \$29,851 Gasoline, admin wages, and vehicle repair are under budget.  
Human Resources- \$23,895 Savings in recruiting, S&W, and travel and education costs.  
Finance - \$20,993 Under budget for property insurance and credit card and bank fees and county treasurer fees.

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

	2016						2015	2014	2013
	Actual	Budget	Budget	Budget	Annual	Budget	Actual	Actual	Actual
	YTD	YTD	Variance	Variance	Budget	Balance	YTD	YTD	YTD
		(\$)	(%)						
<b>Tourism Fund</b>									
<b>Revenues</b>									
Business License Fees	\$ 289,489	\$ 271,176	\$ 18,313	7%	\$ 277,546	\$ (11,943)	\$ 278,322	\$ 268,748	\$ 267,808
Lodging Taxes - Condos/Homes	708,562	571,487	137,075	24%	736,200	27,638	649,482	423,726	397,940
Lodging Taxes - Hotels	618,418	589,695	28,723	5%	707,329	88,911	587,121	556,995	492,365
Lodging Taxes - Prior Year	824	-	824	#DIV/0!	-	(824)	4,840	781	870
Penalties and Interest	11,729	9,291	2,438	26%	10,000	(1,729)	25,547	11,609	13,562
Restaurant Taxes	352,267	282,406	69,862	25%	350,508	(1,759)	311,310	265,381	231,845
Restaurant Taxes - Prior Year	85	-	85	#DIV/0!	-	(85)	641	88	164
<b>Total Revenues</b>	<b>1,981,375</b>	<b>1,724,055</b>	<b>257,320</b>	<b>15%</b>	<b>2,081,583</b>	<b>100,208</b>	<b>1,857,264</b>	<b>1,527,328</b>	<b>1,404,554</b>
<b>Tourism Funding</b>									
Additional Funding	38,000	38,000	-	0%	38,000	-	8,091	-	100,000
Airline Guaranty Funding	995,930	845,737	150,193	18%	1,050,827	54,897	914,020	739,918	664,045
MTI Funding	929,383	829,691	99,692	12%	975,440	46,057	876,137	737,556	712,043
<b>Total Tourism Funding</b>	<b>1,963,312</b>	<b>1,713,428</b>	<b>249,885</b>	<b>87%</b>	<b>2,064,267</b>	<b>100,955</b>	<b>1,798,248</b>	<b>1,477,473</b>	<b>1,476,088</b>
Surplus / Deficit	18,063	10,627	7,435	70%	17,316	(747)	59,016	49,855	(71,534)
<b>Administrative Fees</b>									
Audit Fees	2,500	2,500	-	0%	2,500	-	2,500	-	-
<b>Total Administrative Fees</b>	<b>2,500</b>	<b>2,500</b>	<b>-</b>	<b>100%</b>	<b>2,500</b>	<b>-</b>	<b>2,500</b>	<b>-</b>	<b>-</b>
Surplus / Deficit	15,563	8,127	7,435	91%	14,816	(747)	56,516	49,855	(71,534)
<b>Other Sources and Uses</b>									
Transfer (To) From Other Funds	(15,563)	(8,127)	(7,435)	91%	(14,816)	747	(56,516)	(49,855)	71,534
<b>Total Other Sources and Uses</b>	<b>(15,563)</b>	<b>(8,127)</b>	<b>(7,435)</b>	<b>91%</b>	<b>(14,816)</b>	<b>747</b>	<b>(56,516)</b>	<b>(49,855)</b>	<b>71,534</b>
Surplus / Deficit	\$ -	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -

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

	2016				2015	2014	2013		
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Parking Services Fund</b>									
<b>Revenues</b>									
Contributions/Shared Facility Expenses	\$ 8,348	\$ 11,304	\$ (2,956)	-26%	\$ 12,332	\$ 3,984	\$ 4,537	\$ 17,461	\$ 17,903
Fines and Forfeits	43,455	36,667	6,788	19%	34,900	(8,555)	33,513	13,254	7,588
Gondola Parking Garage	98,157	78,290	19,867	25%	89,825	(8,332)	173,398	122,534	112,995
Heritage Parking Garage	122,358	128,333	(5,975)	-5%	140,000	17,642	135,598	117,652	130,989
Parking Meter Revenues	3,558	2,750	808	29%	3,000	(558)	11,870	10,395	9,475
Parking Permits	11,300	11,917	(617)	-5%	13,000	1,700	12,900	11,561	9,510
Special Event Parking	65,897	68,750	(2,853)	-4%	75,000	9,103	60,359	41,743	5,000
<b>Total Revenues</b>	<b>353,073</b>	<b>338,011</b>	<b>15,062</b>	<b>4%</b>	<b>368,057</b>	<b>14,984</b>	<b>432,175</b>	<b>334,600</b>	<b>293,460</b>
<b>Operating Expenses</b>									
Other Operating Expenses	5,509	4,261	1,248	29%	4,630	(879)	2,571	573	1,139
Personnel Expenses	98,639	115,653	(17,014)	-15%	133,455	34,816	99,442	104,474	106,342
Gondola Parking Garage	30,872	35,691	(4,819)	-14%	46,325	15,453	29,373	34,660	35,533
Surface Lots	17,364	17,555	(191)	-1%	20,060	2,696	30,016	22,058	15,942
Heritage Parking Garage	61,050	87,449	(26,399)	-30%	95,345	34,295	65,693	113,116	84,294
Meadows Parking	15,454	16,000	(546)	-3%	18,000	2,546	1,000	2,000	1,000
<b>Total Operating Expenses</b>	<b>228,888</b>	<b>276,609</b>	<b>(47,721)</b>	<b>-17%</b>	<b>317,815</b>	<b>88,927</b>	<b>228,095</b>	<b>276,881</b>	<b>244,250</b>
Surplus / Deficit	124,185	61,402	62,783	102%	50,242	(73,943)	204,080	57,719	49,210
<b>Capital</b>									
Capital	4,800	4,800	-	0%	4,800	-	10,895	29,232	-
Surplus / Deficit	119,385	56,602	62,783	111%	45,442	(73,943)	193,185	28,487	49,210
<b>Other Sources and Uses</b>									
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Overhead Allocation	(27,038)	(27,038)	-	0%	(27,038)	-	(27,433)	(29,170)	(28,212)
Transfer (To) From General Fund	-	-	-	#DIV/0!	-	-	(165,752)	683	(20,998)
<b>Total Other Sources and Uses</b>	<b>(27,038)</b>	<b>(27,038)</b>	<b>-</b>	<b>0%</b>	<b>(27,038)</b>	<b>-</b>	<b>(193,185)</b>	<b>(28,487)</b>	<b>(49,210)</b>
Surplus / Deficit	\$ 92,347	\$ 29,564	\$ -	0%	\$ 18,404	\$ -	\$ -	\$ -	\$ -

Parking revenues are over budget \$15,062. Parking meter revenues are over budget as well as parking fines and GPG revenues. Expenditures are under budget primarily due to personnel costs, tech support, GPG electricity, and GPG & HPG elevator maintenance. Other expense is over budget in supplies.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
November 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	\$ 5,381	\$ -	\$ 5,381	#DIV/0!	\$ -	\$ (5,381)	\$ 16,663	\$ 5,525	\$ 11,779
Event Operations Funding - SMC/TOT	36,000	36,000	-	0.00%	36,000	-	-	-	36,000
Operations Grant Funding	146,025	123,815	22,210	17.94%	150,100	4,075	123,709	294,773	115,353
Capital/MR&R Grant Funding	798,577	798,577	-	0.00%	794,000	(4,577)	388,102	-	3,775
Insurance Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Miscellaneous Revenues	3,658	-	3,658	#DIV/0!	-	(3,658)	12,100	3,169	25,513
Sale of Assets	3,350	-	3,350	#DIV/0!	-	(3,350)	10,500	558	-
TMVOA Operating Contributions	2,740,999	3,097,357	(356,358)	-11.51%	3,626,220	885,221	2,790,307	2,528,886	2,667,967
TMVOA Capital Contributions	983,638	984,035	(397)	-0.04%	1,377,546	393,908	4,128	366,300	25,513
TSG 1% Lift Sales	152,913	123,012	29,901	24.31%	200,000	47,087	139,315	119,360	99,601
<b>Total Revenues</b>	<b>4,870,541</b>	<b>5,162,796</b>	<b>(292,255)</b>	<b>-5.66%</b>	<b>6,183,866</b>	<b>1,313,325</b>	<b>3,484,824</b>	<b>3,318,571</b>	<b>2,985,501</b>
<b>Operating Expenses</b>									
Overhead Allocation Transfer	39,740	45,833	(6,093)	-13.29%	50,000	10,260	40,093	40,174	54,362
MAARS	53,547	63,177	(9,630)	-15.24%	74,072	20,525	55,508	58,476	57,548
Chondola	253,854	290,503	(36,649)	-12.62%	349,780	95,926	186,262	139,851	128,647
Grant Success Fees	-	-	-	#DIV/0!	56,646	56,646	-	-	18,457
Operations	1,386,801	1,486,871	(100,070)	-6.73%	1,733,388	346,587	1,419,095	1,330,148	1,322,706
Maintenance	995,779	1,085,537	(89,758)	-8.27%	1,200,367	204,588	1,052,269	993,417	994,983
FGOA	358,605	408,263	(49,658)	-12.16%	443,041	84,436	339,367	390,205	383,285
Major Repairs and Replacements	701,236	711,945	(10,709)	-1.50%	1,003,546	302,310	125,340	272,685	15,892
Contingency	-	-	-	#DIV/0!	105,026	105,026	-	-	-
<b>Total Operating Expenses</b>	<b>3,789,562</b>	<b>4,092,129</b>	<b>(302,567)</b>	<b>-7.39%</b>	<b>5,015,866</b>	<b>1,226,304</b>	<b>3,217,934</b>	<b>3,224,956</b>	<b>2,975,880</b>
Surplus / Deficit	1,080,979	1,070,667	10,312	0.96%	1,168,000		266,890	93,615	9,621
<b>Capital</b>									
Capital Outlay	1,080,979	1,070,667	10,312	0.96%	1,168,000	87,021	266,890	93,615	9,621
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -

The gondola fund is \$292,300 under budgeted expenditures.

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

Chondola expenses are under budget due mainly to parts/supplies and utilities. Gondola operations is under budget in employee costs including worker's compensation (\$23,200) and S&W (\$44,000). Maintenance is under budget with savings in supplies (\$10,000) and salaries and wages (\$47,200). Other savings in these departments include health insurance. FGOA costs are under budget with savings mainly in utilities and shuttle costs. MR&R expense is for conveyor and gearbox rebuilds, painting, cabin refurb, and bullwheel replacement. Capital expenditures were for AC drives and motors, grip replacements, and gondola cabins.

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

	2016						2015	2014	2013
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Child Development Fund</b>									
<b>Revenues</b>									
Daycare Fees	\$ 258,848	\$ 234,320	24,528	10.47%	\$ 255,559	\$ (3,289)	\$ 231,491	\$ 223,838	\$ 223,178
Fundraising Revenues - Daycare	14,467	8,500	5,967	70.20%	8,500	(5,967)	13,417	10,136	10,967
Fundraising Revenues - Preschool	2,880	3,500	(620)	-0.37%	3,500	(158,700)	3,379	3,980	3,150
Grant Revenues - Daycare	27,414	34,994	(7,580)	-21.66%	35,000	7,586	25,695	25,847	29,072
Grant Revenues - Preschool	11,608	8,000	3,608	45.10%	15,000	3,392	15,678	10,673	12,430
Preschool Fees	162,200	166,339	(4,139)	-2.49%	181,475	178,595	157,412	156,326	159,766
<b>Total Revenues</b>	<b>477,417</b>	<b>455,653</b>	<b>21,764</b>	<b>4.78%</b>	<b>499,034</b>	<b>21,617</b>	<b>447,072</b>	<b>430,800</b>	<b>438,563</b>
<b>Operating Expenses</b>									
Daycare Other Expense	65,136	66,672	(1,536)	-2.30%	73,131	7,995	53,163	53,222	63,509
Daycare Personnel Expense	287,384	287,596	(212)	-0.07%	321,640	34,256	289,611	268,948	273,993
Preschool Other Expense	31,649	38,897	(7,248)	-18.63%	43,030	11,381	32,244	39,480	32,175
Preschool Personnel Expense	128,746	120,541	8,205	6.81%	129,759	1,013	99,367	126,392	111,626
<b>Total Operating Expenses</b>	<b>512,915</b>	<b>513,706</b>	<b>(791)</b>	<b>-0.15%</b>	<b>567,560</b>	<b>54,645</b>	<b>474,385</b>	<b>488,042</b>	<b>481,303</b>
Surplus / Deficit	(35,498)	(58,053)	22,555	-38.85%	(68,526)		(27,313)	(57,242)	(42,740)
<b>Other Sources and Uses</b>									
Contributions	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	35,498	58,053	22,555	38.85%	68,526	33,028	27,313	57,242	42,740
<b>Total Other Sources and Uses</b>	<b>35,498</b>	<b>58,053</b>	<b>22,555</b>	<b>38.85%</b>	<b>68,526</b>	<b>33,028</b>	<b>27,313</b>	<b>57,242</b>	<b>42,740</b>
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -		\$ -	\$ -	\$ -

Child Development revenues are \$21,764 over budget. Daycare fees are over budget 10.4% and over the annual budget. Preschool fees are under budget by 2.5%. Enrollment is up in daycare in large part because another facility in the area closed down. Operating expenses are \$791 under budget due to daycare group insurance costs and "other" expenses. Preschool is running over budget but daycare is below budget because of other costs. The fund has required \$35,498 from the General Fund to date.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
November 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	\$ 1,997,336	\$ 2,045,104	\$ (47,768)	-2.34%	\$ 2,230,909	\$ 233,573	\$ 1,988,440	\$ 1,950,483	\$ 1,943,314
Other Revenues	9,235	14,659	(5,424)	-37.00%	24,050	14,815	9,401	8,388	15,440
Ski Ranches Water	127,688	127,333	355	0.28%	138,599	10,911	120,421	120,250	114,795
Skyfield Water	24,717	22,908	1,809	7.90%	24,990	273	20,458	22,831	21,381
<b>Total Revenues</b>	<b>2,158,976</b>	<b>2,210,004</b>	<b>(51,028)</b>	<b>-2.31%</b>	<b>2,418,548</b>	<b>259,572</b>	<b>2,138,720</b>	<b>2,101,952</b>	<b>2,094,930</b>
<b>Operating Expenses</b>									
Mountain Village Sewer	393,440	438,090	(44,650)	-10.19%	491,410	97,970	372,490	341,801	323,416
Mountain Village Water	726,524	935,528	(209,004)	-22.34%	1,026,796	300,272	807,905	761,925	717,653
Ski Ranches Water	14,037	24,528	(10,491)	-42.77%	42,156	28,119	16,151	18,250	21,660
Contingency	-	-	-	#DIV/0!	31,206	31,206	-	-	-
<b>Total Operating Expenses</b>	<b>1,134,001</b>	<b>1,398,146</b>	<b>(264,145)</b>	<b>-18.89%</b>	<b>1,591,568</b>	<b>457,567</b>	<b>1,196,546</b>	<b>1,121,976</b>	<b>1,062,729</b>
Surplus / Deficit	1,024,975	811,858	213,117	26.25%	826,980		942,174	979,976	1,032,201
<b>Capital</b>									
Capital Outlay	304,522	366,563	(62,041)	-16.93%	441,250	136,728	1,681,002	300,142	363,460
Surplus / Deficit	720,453	445,295	275,158	61.79%	385,730		(738,828)	679,834	668,741
<b>Other Sources and Uses</b>									
Overhead Allocation Transfer	(121,904)	(121,904)	-	0.00%	(131,311)	(9,407)	(115,312)	(123,250)	(109,098)
Mountain Village Tap Fees	42,652	35,000	7,652	21.86%	35,000	(7,652)	100,716	16,851	171,392
Grants	-	-	-	#DIV/0!	-	-	-	-	-
Ski Ranches Tap Fees	-	-	-	#DIV/0!	5,000	5,000	-	10,718	5,000
Skyfield Tap Fees	-	-	-	#DIV/0!	2,000	2,000	-	-	-
Telski Tap Fee/Water Credit	-	-	-	#DIV/0!	-	-	-	(116,762)	(112,271)
Transfer (To) From General Fund	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>(79,252)</b>	<b>(86,904)</b>	<b>7,652</b>	<b>-8.81%</b>	<b>(89,311)</b>	<b>(10,059)</b>	<b>(14,596)</b>	<b>(212,443)</b>	<b>(44,977)</b>
Surplus / Deficit	\$ 641,201	\$ 358,391	\$ 282,810	78.91%	\$ 296,419		\$ (753,424)	\$ 467,391	\$ 623,764

Excess and irrigation water fees exceeded budget, \$45,000 and \$8,700. Snowmaking fees are under budget \$104,000. Ski Ranches revenues are on budget. Skyfield revenues are exceeding budget due to excess water usage. Other revenues are under budget in maintenance and late charges and inspection fees. Sewer expenditures are under budget in regional sewer charges (TOT). MV water is under budget mainly in employee expenses, electricity, and legal. Ski Ranches water costs are under budget with savings in S&W and utilities. Capital costs were for power generators, water rights, Arizona water line repair, and regional sewer costs.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
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	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	\$ 787,369	\$ 785,298	\$ 2,071	0.26%	\$ 856,800	\$ 69,431	\$ 756,304	\$ 726,502	\$ 783,928
Internet User Fees	792,325	748,670	43,655	5.83%	818,597	26,272	717,410	645,717	554,588
Other Revenues	44,302	50,075	(5,773)	-11.53%	62,764	28,494	57,851	77,345	72,377
Phone Service Fees	34,270	31,697	2,573	8.12%	34,589	(9,713)	32,491	32,660	31,448
<b>Total Revenues</b>	<b>1,658,266</b>	<b>1,615,740</b>	<b>42,526</b>	<b>2.63%</b>	<b>1,772,750</b>	<b>114,484</b>	<b>1,564,056</b>	<b>1,482,224</b>	<b>1,442,341</b>
<b>Operating Expenses</b>									
Cable Direct Costs	721,250	638,132	83,118	13.03%	694,267	(26,983)	598,217	521,977	516,611
Phone Service Costs	22,919	27,328	(4,409)	-16.13%	29,700	6,781	24,619	19,481	20,782
Internet Direct Costs	212,432	216,700	(4,268)	-1.97%	236,400	23,968	148,083	99,000	93,358
Cable Operations	471,976	482,853	(10,877)	-2.25%	585,191	113,215	467,426	463,228	481,834
Contingency	-	-	-	#DIV/0!	3,000	3,000	-	-	-
<b>Total Operating Expenses</b>	<b>1,428,577</b>	<b>1,365,013</b>	<b>63,564</b>	<b>4.66%</b>	<b>1,548,558</b>	<b>119,981</b>	<b>1,238,345</b>	<b>1,103,686</b>	<b>1,112,585</b>
Surplus / Deficit	229,689	250,727	(21,038)	-8.39%	224,192		325,711	378,538	329,756
<b>Capital</b>									
Capital Outlay	48,649	60,000	(11,351)	-18.92%	60,000	11,351	126,654	37,365	98,601
Surplus / Deficit	181,040	190,727	(9,687)	-5.08%	164,192		199,057	341,173	231,155
<b>Other Sources and Uses</b>									
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	-	-	-	#DIV/0!	-	-	(143,620)	(184,532)	(158,963)
Overhead Allocation Transfer	(116,973)	(116,973)	-	0.00%	(127,762)	(10,789)	(105,437)	(106,641)	(97,192)
<b>Total Other Sources and Uses</b>	<b>(116,973)</b>	<b>(116,973)</b>	<b>-</b>	<b>0.00%</b>	<b>(127,762)</b>	<b>(10,789)</b>	<b>(249,057)</b>	<b>(291,173)</b>	<b>(256,155)</b>
Surplus / Deficit	\$ 64,067	\$ 73,754	\$ (9,687)	-13.13%	\$ 36,430		\$ (50,000)	\$ 50,000	\$ (25,000)
<b>Beginning (Available) Fund Balance</b>	<b>\$ 60,000</b>	<b>\$ 60,000</b>	<b>\$ -</b>						
<b>Ending (Available) Fund Balance</b>	<b>\$ 124,067</b>	<b>\$ 133,754</b>	<b>\$ (9,687)</b>						

Cable user revenues are over budget .26% and over prior year 4%. The prior year variance is mainly due to increased rates. Internet revenues are over budget 5.83%. Other revenues are under budget 11.5% 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 under budget due to a credit for an outage. Phone service revenues are over budget by 8%, while phone service expenses are under budget by 16.1%. A portion of this underage is caused by a one-time credit from our provider. Cable operating expenses are under budget with savings in DVR's and general supplies. but over in online payment processing fees, and R&M plant. Capital expense is for the software upgrade.



**Town of Mountain Village Monthly Revenue and Expenditure Report  
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	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	-	7,471
Administration	82,422	82,422	-	0.00%	84,168	1,746	82,639	78,598	59,910
Marketing	100,000	100,000	-	0.00%	100,000	-	100,000	14,819	28,882
Contingency	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Operating Expenses</b>	182,422	182,422	-	0.00%	184,168	1,746	182,666	93,417	96,263
Surplus / Deficit	(182,422)	(182,422)	-	0.00%	(184,168)		(182,666)	(92,497)	(96,263)
Capital Outlay/ Major R&R	13,784	7,900	5,884	74.48%	20,000	6,216	10,437	38,626	12,080
Surplus / Deficit	(196,206)	(190,322)	(5,884)	3.09%	(204,168)		(193,103)	(131,123)	(108,343)
<b>Other Sources and Uses</b>									
Damage Receipts	-	-	-	#DIV/0!	-	-	-	-	-
Insurance Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	196,206	190,322	5,884	3.09%	204,168	7,962	193,103	131,123	108,343
Overhead Allocation Transfer	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	196,206	190,322	5,884	74.00%	204,168	7,962	193,103	131,123	108,343
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -		\$ -	\$ -	\$ -

Expenses to date are HOA dues, HVAC repairs, equipment repairs, and the contracted marketing expenses.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
November 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	12,095	9,910	2,185	22.05%	12,778	683	11,560	11,177	20,094
Sales Proceeds	-	-	-	#DIV/0!	-	-	-	-	(47,628)
<b>Total Revenues</b>	<b>12,095</b>	<b>9,910</b>	<b>2,185</b>	<b>22.05%</b>	<b>12,778</b>	<b>683</b>	<b>11,560</b>	<b>11,177</b>	<b>(27,534)</b>
<b>Operating Expenses</b>									
Community Garden	-	-	-	#DIV/0!	1,000	1,000	2,495	-	4,159
Coyote Court	-	-	-	#DIV/0!	-	-	-	-	-
RHA Funding - Moved in 2014 from the GF	88,500	88,500	-	0.00%	88,500	-	82,138	69,280	-
Town Owned Properties	9,928	10,605	(677)	-6.39%	10,144	216	9,841	9,822	13,485
Density bank	8,856	8,856	-	0.00%	8,856	-	8,856	8,856	8,856
<b>Total Operating Expenses</b>	<b>107,284</b>	<b>107,961</b>	<b>(677)</b>	<b>-0.63%</b>	<b>108,500</b>	<b>1,216</b>	<b>103,330</b>	<b>87,958</b>	<b>26,500</b>
Surplus / Deficit	(95,189)	(98,051)	(2,862)	2.92%	(95,722)	(533)	(91,771)	(76,781)	(54,034)
<b>Other Sources and Uses</b>									
Transfer (To) From MAP	-	-	-	#DIV/0!	(60,000)	-	(30,000)	-	(44,000)
Transfer (To) From General Fund - Sales Tax	362,409	331,516	30,893	9.32%	423,000	60,591	349,418	285,621	273,401
Transfer (To) From Capital Projects Fund (1)	-	-	-	#DIV/0!	-	-	(437,864)	(19,254)	-
Transfer (To) From VCA	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>362,409</b>	<b>331,516</b>	<b>30,893</b>	<b>9.32%</b>	<b>363,000</b>	<b>60,591</b>	<b>(118,446)</b>	<b>266,367</b>	<b>229,401</b>
Surplus / Deficit	\$ 267,220	\$ 233,465	\$ (33,755)	-14.46%	\$ 267,278	\$ 60,058	\$ (210,217)	\$ 189,586	\$ 175,367
<b>Beginning Fund Equity Balance</b>	<b>\$ 798,397</b>	<b>\$ 798,397</b>	<b>\$ -</b>						
<b>Ending Equity Fund Balance</b>	<b>\$ 1,065,618</b>	<b>\$ 1,031,862</b>	<b>\$ 33,755</b>						

1. For Meadows Improvement Plan

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  
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	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	\$ 2,084,293	\$ 2,040,449	\$ 43,844	2%	\$ 2,225,944	\$ 141,651	\$ 2,074,789	\$ 2,017,267	\$ 1,604,848
Other Operating Income	53,742	81,790	(28,048)	-34%	89,225	35,483	68,686	112,157	331,663
Less: Allowance for Bad Debt	(1,917)	-	(1,917)	#DIV/0!	-	1,917	(9,619)	(12,918)	(806)
<b>Total Operating Revenue</b>	<b>2,136,118</b>	<b>2,122,238</b>	<b>13,880</b>	<b>1%</b>	<b>2,315,169</b>	<b>179,051</b>	<b>2,133,856</b>	<b>2,116,506</b>	<b>1,935,705</b>
<b>Operating Expenses</b>									
Office Operations	120,840	178,763	57,923	32%	196,547	75,707	171,247	154,233	158,340
General and Administrative	96,916	97,001	85	0%	107,289	10,373	101,780	108,591	117,957
Utilities	325,227	350,001	24,774	7%	381,025	55,798	321,434	335,754	349,511
Repair and Maintenance	328,396	339,301	10,905	3%	390,732	62,336	308,174	308,777	338,369
Major Repairs and Replacement	162,754	153,816	(8,938)	-6%	153,816	(8,938)	90,721	177,928	278,861
Contingency	9,338	9,338	-	0%	12,294	2,956	-	-	-
<b>Total Operating Expenses</b>	<b>1,043,471</b>	<b>1,128,220</b>	<b>84,749</b>	<b>8%</b>	<b>1,241,703</b>	<b>198,232</b>	<b>993,356</b>	<b>1,085,283</b>	<b>1,243,037</b>
<b>Surplus / (Deficit) After Operations</b>	<b>1,092,647</b>	<b>994,018</b>	<b>98,629</b>	<b>10%</b>	<b>1,073,466</b>		<b>1,140,501</b>	<b>1,031,223</b>	<b>692,668</b>
<b>Non-Operating (Income) / Expense</b>									
Investment Earning	(49)	(1,375)	(1,326)	-96%	(1,500)	(1,451)	(66)	(174)	(439)
Debt Service, Interest	419,847	419,848	1	0%	419,848	1	430,640	122,325	244,749
Debt Service, Fees	-	-	-	#DIV/0!	-	-	4,500	378,950	116,101
Debt Service, Principal	367,621	367,621	-	0%	367,621	-	356,834	285,801	222,041
<b>Total Non-Operating (Income) / Expense</b>	<b>787,419</b>	<b>786,094</b>	<b>(1,325)</b>	<b>0%</b>	<b>785,969</b>	<b>(1,450)</b>	<b>791,907</b>	<b>786,903</b>	<b>582,454</b>
<b>Surplus / (Deficit) Before Capital</b>	<b>305,228</b>	<b>207,924</b>	<b>97,304</b>	<b>47%</b>	<b>287,497</b>		<b>348,593</b>	<b>244,320</b>	<b>110,214</b>
Capital Spending	5,496	-	(5,496)	#DIV/0!	-	(5,496)	-	-	-
<b>Surplus / (Deficit)</b>	<b>299,732</b>	<b>207,924</b>	<b>91,808</b>	<b>44%</b>	<b>287,497</b>		<b>348,593</b>	<b>244,320</b>	<b>110,214</b>
<b>Other Sources / (Uses)</b>									
Transfer (To)/From General Fund	(95,451)	(95,451)	-	0%	(102,446)	(102,446)	(98,567)	(106,936)	(99,281)
Sale of Assets	-	-	-	0%	-	-	-	-	-
Grant Revenues	-	-	-	0%	-	-	-	-	-
Transfer From AHDF	-	-	-	0%	-	95,451	-	-	-
<b>Total Other Sources / (Uses)</b>	<b>(95,451)</b>	<b>(95,451)</b>	<b>-</b>	<b>0%</b>	<b>(102,446)</b>	<b>95,451</b>	<b>(98,567)</b>	<b>(106,936)</b>	<b>(99,281)</b>
<b>Surplus / (Deficit)</b>	<b>204,281</b>	<b>112,473</b>	<b>91,808</b>	<b>82%</b>	<b>185,051</b>		<b>250,026</b>	<b>137,384</b>	<b>10,934</b>
<b>Beginning Working Capital</b>	290,938	290,938	-	0%	-				
<b>Ending Working Capital</b>	<b>\$ 495,219</b>	<b>\$ 403,411</b>	<b>\$ 91,808</b>	<b>23%</b>	<b>\$ 185,051</b>				

Rent revenues are over budget and prior year, 2% and less than 1%. Other revenues are under budget 34% due mainly to laundry and cleaning charges revenues and lease break fees. Office operations are under budget 32%. This is due to employee expenses, which has had vacant positions. General and administrative is on budget. Utilities are 7% under budget. Maintenance is under budget in salaries and wages. MR&R is over budget in roof repairs and parking lot improvements and the (unbudgeted) water leak damage. Expenses include parking lot improvements, roof repairs, carpet replacement, cabinet replacement, bobcat lease, appliances, deck, trash enclosure, water damage expense, and vinyl replacement.

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

	2016						2015	2014	2013
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Debt Service Fund</b>									
<b>Revenues</b>									
Abatements	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions	207,975	48,526	159,449	328.58%	207,940	(35)	206,275	204,425	203,425
Miscellaneous Revenue	-	-	-	#DIV/0!	-	-	-	-	-
Property Taxes	3,438,748	3,379,924	58,824	1.74%	3,481,449	42,701	3,473,399	3,535,829	3,426,645
Reserve/Capital/Liquidity Interest	1,150	493	657	133.20%	980	(170)	489	10,407	9,431
Specific Ownership Taxes	124,620	62,697	61,923	98.76%	82,264	(42,356)	136,157	130,293	105,768
<b>Total Revenues</b>	<b>3,772,492</b>	<b>3,491,640</b>	<b>280,852</b>	<b>140.00%</b>	<b>3,772,633</b>	<b>141</b>	<b>3,816,320</b>	<b>3,880,954</b>	<b>3,745,269</b>
<b>Debt Service</b>									
<b>2001/2011 Bonds - Gondola - Paid by contributions from TMVOA and TSG</b>									
2001/2011 Bond Issue - Interest	92,975	92,975	-	80.85%	92,975	-	96,275	99,425	103,425
2001/2011 Bond Issue - Principal	115,000	115,000	-	#DIV/0!	115,000	-	110,000	105,000	100,000
<b>2005 Bonds - Telluride Conference Center - (refunding portion of 1998)</b>									
2005 Bond Issue - Interest	66,250	66,250	-	10.27%	66,250	-	97,000	63,125	152,050
2005 Bond Issue - Principal	645,000	645,000	-	#DIV/0!	645,000	-	615,000	585,000	645,000
<b>2006/2014 Bonds - Heritage Parking</b>									
2014 Bond Issue - Interest	276,425	276,425	-	1842.83%	276,425	-	285,211	373,388	381,788
2014 Bond Issue - Principal	15,000	15,000	-	#DIV/0!	15,000	-	245,000	220,000	210,000
<b>2007 Bonds - Water/Sewer (refunding 1997)</b>									
2007 Bond Issue - Interest	174,825	174,825	-	10.76%	174,825	-	244,800	300,863	346,988
2007 Bond Issue - Principal	1,625,000	1,625,000	-	#DIV/0!	1,625,000	-	1,555,000	1,495,000	1,230,000
<b>2009 Bonds - Telluride Conference Center (refunding 1998 bonds)</b>									
2009 Bond Issue - Interest	24,200	24,200	-	8.20%	24,200	-	32,900	41,300	49,050
2009 Bond Issue - Principal	295,000	295,000	-	8.86%	295,000	-	290,000	280,000	310,000
<b>Total Debt Service</b>	<b>3,329,675</b>	<b>3,329,675</b>	<b>-</b>	<b>0.00%</b>	<b>3,329,675</b>	<b>-</b>	<b>3,571,186</b>	<b>3,626,226</b>	<b>3,528,301</b>
Surplus / (Deficit)	442,817	161,965	280,852	173.40%	442,958		245,134	254,728	216,968
<b>Operating Expenses</b>									
Administrative Fees	11,661	9,750	1,911	19.60%	17,000	5,339	12,050	15,876	1,500
County Treasurer Collection Fees	103,442	102,355	1,087	1.06%	102,355	(1,087)	104,429	106,280	103,030
<b>Total Operating Expenses</b>	<b>115,102</b>	<b>112,105</b>	<b>2,997</b>	<b>2.67%</b>	<b>119,355</b>	<b>4,253</b>	<b>116,479</b>	<b>122,156</b>	<b>104,530</b>
Surplus / (Deficit)	327,714	49,860	277,855	557.27%	323,603		128,655	132,572	112,438
<b>Other Sources and Uses</b>									
Transfer (To) From General Fund	(124,620)	(62,697)	(61,923)	98.76%	(82,264)	42,356	(136,157)	(130,293)	(105,768)
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>(124,620)</b>	<b>(62,697)</b>	<b>(61,923)</b>	<b>98.76%</b>	<b>(82,264)</b>	<b>42,356</b>	<b>(136,157)</b>	<b>(130,293)</b>	<b>(105,768)</b>
Surplus / (Deficit)	\$ 203,095	\$ (12,837)	\$ 215,932	-1682.06%	\$ 241,339		\$ (7,502)	\$ 2,279	\$ 6,670
<b>Beginning Fund Balance</b>	\$ 743,941	\$ 743,941	\$ -						
<b>Ending Fund Balance</b>	\$ 947,036	\$ 731,104	\$ 215,932						

**RESOLUTION OF THE TOWN COUNCIL  
TOWN OF MOUNTAIN VILLAGE, COLORADO AMENDING RESOLUTION 2016-1117-17  
FOR THE ADOPTION OF CERTAIN  
PROPOSED FEE SCHEDULES OF THE TOWN**

**Resolution No. 2017 –**

**RECITALS**

- A. The Town Council has conducted three budget planning and study sessions and considered all of the proposed fee additions, deletions, and adjustments for 2017.
- B. The Town Council by Resolution 2116-1117-17 increased certain cable television rates for basic programming subscriptions.
- C. The Town Council upon hearing a report from the Cable Department regarding another rate increase from a basic services program provider directed that resolution be amended to additionally increase those rates for basic cable service effective on February 1, 2017.
- D. The Town is authorized by the Town Charter of the Town of Mountain Village to collect the fees and charges as presented below.

**NOW THEREFORE, BE IT RESOLVED**, that the Town Council of the Town of Mountain Village, Colorado, hereby approves and adopts the 2017 fee schedule amendment as presented below.

Description	2016 Rate	2017 Adopted Rate	Amendment Increase	2017 Amended Rate
<b>Cable</b>				
Basic Residential	\$52.95	\$55.45	\$3.00	\$58.45

This Resolution adopted by the Town Council of the Town of Mountain Village, Colorado, at a public meeting held on the 19th day of January, 2017.

**TOWN OF MOUNTAIN VILLAGE,  
COLORADO, a home-rule municipality**

\_\_\_\_\_  
Dan Jansen, Mayor

**ATTEST:**

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

APPROVED AS TO FORM:

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



**J. David Reed, P.C.**  
ATTORNEYS AT LAW

J. David Reed | James D. Mahoney | Bo James Nerlin | Sarah H. Abbott

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MONTROSE • RIDGWAY • TELLURIDE

Agenda item: 14

# Memo

To: Town Council  
From: James Mahoney  
Date: January 12, 2017  
Re: Community Grant Committee Bylaws

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Attached to the Memo are the bylaws for the Community Grant Committee Bylaws. The goal of the Committee will be to evaluate grant applications and make detailed recommendations to the Council for final determination.

The attached bylaws will need to be approved by Council and the Committee would immediately begin its task.

Town Council will need to appoint the Mountain Village resident members at a later date. Town Staff will solicit applications for consideration by the Council at a later date. Such solicitation is typically done through advertisements (online, email etc...) word of mouth and other methods the Clerk's office typically uses to gain candidates.

Motion: I move to approve the Community Grant Committee Bylaws.

# BYLAWS OF THE TOWN OF MOUNTAIN VILLAGE COMMUNITY GRANT COMMITTEE

## ARTICLE I Formation

**Section 1 Creation and Name.** The name of this Committee, organized by the Town of Mountain Village (“Town”), shall be the Community Grant Committee ("Committee"), which Committee is authorized by Town Council to perform the task set forth herein. The Committee shall not have any binding authority on the Town or Town Council and its scope of rights to provide non-binding recommendations shall be limited as specifically set forth herein.

## ARTICLE II Intent and Purpose

**Section 1. Intent of Community Grant Program.** The Intent of the Mountain Village Community Grant Program (“Grant Program”) shall be to support those projects, programs and community services of non-profit organizations, which serve the needs and desires of the residential and business communities within the Town of Mountain Village through community services or providing year round economic vitality, and which are not offered or provided through the Town of Mountain Village.

**Section 2. Purpose.** The purpose of the Committee shall be to receive, review and provide recommendations to the Town Council for grant awards to applicants that have complied with the Grant Program Guidelines.

## ARTICLE III Evaluation Process

**Section 1. Determination of Amount Allocated to the Grant Program.** Prior to September 1<sup>st</sup> of each year the Committee shall receive from the Town’s Finance and Budget Committee, the Finance Department and the Town Manager a recommended amount to be allocated in the Town’s budget to be allocated to the Grant Program. The Committee shall work with this amount as a target amount when considering applications and making recommendations. Such a recommendation shall not obligate the Committee to fund grants up to such amount, but is merely a recommendation.

**Section 2. Determination of Applicant Eligibility.** The Committee shall evaluate grant applications to determine if the application meets the eligibility requirements as set forth in the Grant Program Guidelines. This shall happen at the first meeting of the Committee following the submittal deadline. Each application that does not meet the eligibility requirements shall be eliminated from consideration and the Committee shall notify the applicant of such determination.

**Section 3. Initial Evaluation.** The Committee shall review each eligible application and shall begin a work product list of pros and cons for each application using the evaluation criteria as set forth in the Grant Program Guidelines. In doing so, the Committee may determine that it needs more information from an applicant in order to clarify the application and may request additional information from applicants as determined by the Committee. The Committee may determine in its discretion to interview each applicant or individual applicants. In no event shall the Committee consider additional information after the application deadline that has not been requested by the Committee, nor may this deadline be utilized to cure an incomplete application after the application deadline. In requesting additional information, the Committee shall establish a date prior to the Committee’s second meeting for the

provision of additional information to the Committee and shall take into consideration Town Staff's need to assimilate and distribute such additional information when setting such date.

**Section 3. Final Consideration and Recommendation.** The Committee shall formulate its recommendation to Town Council and direct Town Staff to put such recommendation into written form including a ratings spreadsheet/graph for each application based on ratings criteria to be established by the Committee. As needed, the Committee may call a special meeting to finalize the written form of such recommendations so long as such written recommendation to Town Council is submitted to the Town Manager, Finance Director and ultimately the Town Council so as to coincide with the Town's established budget process and timeline. The Committee Members may also attend the Special Budget Town Council meeting(s) at which the Town Council considers the recommendations of the Committee to give further oral testimony on such recommendations.

## **ARTICLE IV Membership**

### **Section 1. Appointments.**

- A. The Committee shall consist of no less than six members, each of whom shall be appointed by Town Council and reflect the following membership:
  - 1. Two Councilors
  - 2. Two Town Department Directors
  - 3. Two residents of the town.
- B. Town Council may interview all candidates prior to appointing the Committee as an action at any regular or special meeting.

**Section 2. Purpose.** The responsibilities of the Committee members are outlined in Article III and IV. Town Council may add additional tasks at its discretion.

**Section 3. Term.** The Committee shall be active as long as the Grant Program shall exist. The term of each Committee member shall initially be one year for one member of each category and 2 years for the other member of each category. Thereafter, each Committee member appointed by Town Council shall be for 2 year terms.

**Section 4. Qualifications.** A member of the Committee as set forth in Article IV, Section 1(A) shall have the following qualification: Resident members shall maintain their permanent place of residence within the Town of Mountain Village and be a registered elector within the Town of Mountain Village.

**Section 5. Replacement.** Upon the vacation of a Committee member seat, the replacement Committee member(s) shall be appointed by the Town Council following the same process as the original appointment set forth in Article IV, Section 1 above.

**Section 6. Removal.** A Committee member may be removed from the Committee by majority vote of Town Council, for good cause only. The Committee Chairperson may, but need not, request that Town Council remove a Committee member who is absent from 50% of the regularly scheduled meetings within a 12 month period.



**ARTICLE V**  
**Officers**

**Section 1. Officers.** The Committee shall decide by majority vote to elect a Chairperson and a Vice-Chairperson.

**Section 2. Duties of Council Appointed Chairperson or Vice-Chairperson.**

- A. Chairperson. The Chairperson shall preside at all meetings of the Committee and shall perform all duties usually incident to the office of Chairperson and such other duties as may be assigned to him or her from time-to-time by the Committee, in accordance with these Bylaws.
- B. Vice Chairperson. The Vice-Chairperson shall, in the absence or disability of the Chairperson, have all powers of and shall be subject to all restrictions upon the Chairperson. The Vice-Chairperson shall perform such other duties as may be assigned by the Committee from time-to-time, in accordance with these Bylaws.

**Section 3. Staffing Support.** In addition to the two Town Staff members of the Committee, the Town Staff shall provide staff support to the Committee to accomplish the tasks set forth above or as otherwise directed by Town Council. In seeking additional Town Staff support, the Town Staff Committee members shall be responsible for communicating such needs with other Town Staff and reporting back to the Committee with such information. Secretarial duties for the Committee shall be maintained by the Town Staff Committee members, as follows (1) keeping of minutes of Committee meetings and records of the Committee; (2) attending all Committee meetings and Town Council meetings related to the Grant Program; and, (3) assisting with such other matters as the Committee reasonably may direct to accomplish the tasks outlined above. Under no circumstances shall any Committee member direct any Town Staff in any manner as to how that person performs his or her duties as a Town employee. Any complaints of the Committee regarding staff support shall be directed to the Mayor and/or Town Manager.

**ARTICLE VI**  
**Meetings, Recommendations and Award**

**Section 1. Regular Meeting.** The schedule for Committee meetings shall be as follows:

- A. The first meeting of the Committee shall occur between June 1<sup>st</sup> and September 1<sup>st</sup>. The purpose of this meeting shall be to discuss any organizational matters to consult with the Town's finance Committee, Finance Department and Town Manager on the recommended amount of funds for the Grant Program and any other preliminary matters which may need to occur prior to September 1<sup>st</sup>.
- B. The second meeting shall occur between September 1<sup>st</sup> and September 30<sup>th</sup>. The purpose of this meeting shall be to review applications submitted by the Grant Program application deadline for completeness and compliance and to discuss applications based on the purpose and goals of the Grant Program as set forth in these Bylaws and the Grant Program Guidelines. The Grant Committee shall also formulate recommendations of which applicants are recommended for consideration by the Town Council. The Grant Committee may schedule additional meetings to accomplish these goals if they cannot be accomplished in one meeting. By no later than September 30<sup>th</sup> of each calendar year, the Committee shall communicate its recommendations to the Town Manager and Finance Director in order for the Town Manager and Finance Director to incorporate the recommendations into the following year's budget for consideration by Town Council.

- C. Meeting dates shall be set and scheduled by the Committee, as set forth above. Attendance by Committee members at any meeting shall be in person or by telephone conference call where all parties can hear each other.

**Section 2. Special Meetings.** The Committee Chairperson shall be permitted to call Special Meetings as needed.

**Section 3. Order of Business.** At regular meetings of the Committee, the following outline presents the recommended order of business:

1. Approval of the /minutes of last meeting
2. Old business
3. New business
4. Adjourn

**Section 4. Voting.** When a motion for vote is made at any Committee meeting, all regular members of the Committee shall vote either by voice or roll call vote. A roll call vote shall be conducted upon the request of a regular member of the Committee or at the discretion of the presiding officer. Any action requiring a vote shall be decided by a simple majority of those Committee members in attendance at any duly convened meeting with a quorum. Any vote of the Committee is intended only to provide a means of creating nonbinding recommendations to the Town Council for consideration.

**Section 5. Quorum.** A majority of the Committee members shall be necessary to constitute a quorum for the transaction of business.

**Section 6. Rules of Order.** Unless otherwise specified in these Bylaws, the Committee will follow procedures outlined in Robert's Rules of Order, Newly Revised.

**Section 7. Agenda.** The appointed Town Staff committee member shall prepare the agenda, with guidance by the Chairperson, and shall distribute copies of all applications no less than five calendar days in advance of any scheduled meeting. Other items of the agenda shall include, but not be limited to, disposition of minutes of the previous meeting and of any intervening special meetings, committee reports, as well as old and new business.

**Section 8. Recommendation.** The Recommendation made by the Committee shall include detailed reasoning as to why each recommendation, whether for award or rejection, has been made for each applicant so as to enable Town Council to fully understand the Committee's rationale and make a final determination.

**Section 9. Town Council Consideration.** The Town Council shall consider the recommendations of the Committee during its budget hearings as a separate, but related, budget item on the agenda. However, no award shall be considered final until the Town Council approves the following year's budget at its December Town Council meeting, which contains the grant awards. The Town Council reserves the right to not make any awards in any given year. Within ten business days after the December Town Council meeting, the Committee shall notify all applicants of their status of reward or rejection including any requirements and/or conditions for recipients.

**Section 10. Funding of Award.** The funding of the grant to each applicant shall occur once the recipient has signed its grant agreement with the Town and shall occur upon the schedule of funding approved by the Committee and released in the Town's normal payment processing.

**ARTICLE VII  
MISCELLANEOUS**

**Section 1. Authority.** The authority of the Committee and its members shall be limited as to the express purposes and authority granted herein and shall not be expanded outside the scope of authority necessary to carry out these Bylaws and the Grant Program Guidelines.

**Section 2. Amendment.** These Bylaws and substantive changes to the Grant Program Guidelines shall not be amended, except by the majority vote of the Town Council at a duly noticed Town Council meeting. Notwithstanding the foregoing the Committee may make date adjustments to correspond to weekdays and non-holidays within the Grant Program Guidelines and other such minor adjustments as are necessary without the approval of Town Council.

**Adopted and Approved** by the Town Council at a public hearing held on January 19<sup>th</sup>, 2017.

**Town of Mountain Village, Town Council**

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

**Attest:**

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

Approved as to Form:

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

**EXHIBIT A**  
**MOUNTAIN VILLAGE COMMUNITY GRANT PROGRAM GUIDELINES AND**  
**APPLICATION PACKET**

# TOWN OF MOUNTAIN VILLAGE COMMUNITY GRANT PROGRAM GUIDELINES

## PROGRAM OVERVIEW

The Town of Mountain Village Community Grant Program is designed to support projects and programs that meet the needs and desires of our residential and business communities. The Community Grant Program was developed to provide funding fairly, equitably, and consistently by adopting a clear and comprehensive policy.

The Town of Mountain Village (TMV) accepts applications from organizations seeking funding for programs, projects, and/or services that support and promote:

- Community Services (i.e. health and human services, environmental stewardship, etc.), *and/or*
- Year-round Economic Vitality

The overall intent of this program is to fund services and programs not offered through the TMV and to assist start-up programs or services to get off the ground without becoming dependent upon the TMV. The TMV takes every opportunity to collaborate with local organizations to advance our goals and recognizes the role of regional organizations in advancing the above-stated priorities.

## PROGRAM SPECIFICS

Grant funding is prioritized and granted through the annual budgeting process. The Community Grant Program Guidelines and Application Packet is available online at [www.townofmountainvillage.com](http://www.townofmountainvillage.com). Applications must be submitted via email to Deanna Drew ([ddrew@mtnvillage.org](mailto:ddrew@mtnvillage.org)) no later than September 1. Notices are not sent to past funding recipients; it is the responsibility of interested organizations to reapply for any additional funding request.

A Grant Review Committee comprised of two TMV Town Council members, two TMV staff members, and two Mountain Village residents (to be appointed by Town Council) will review all applications and make funding recommendations to Town Council. Funding decisions are based on an organization's written application, supporting documentation, and the recommendation of the Grant Review Committee.

## APPLICANT ELIGIBILITY

To be eligible for support:

- 1) Applicant must be a non-profit 501 organization in good standing with the IRS, State of Colorado, the Town of Mountain Village, and all funding-related local, state, and federal agencies.
  - \* *Applicant must be registered as a Colorado nonprofit organization with the Colorado Secretary of State and be organized in the State of Colorado.*
- 2) The proposed program/service must provide significant, measurable, and direct services to Mountain Village residents or businesses and/or have a substantive impact on the Mountain Village community, guests, businesses, and/or their employees.
- 3) The proposed program must reflect the high-quality image of Mountain Village.
- 4) The proposed programs, projects, and/or services must support and promote:
  - a. Community Services (i.e. health and human services, environmental stewardship, etc.), *and/or*
  - b. Year-round Economic Vitality

## FUNDING EXCLUSIONS

- 1) The Applicant has been approved/denied for a grant from TMVOA for the same program/event in the past 24 months.
- 2) The proposed program funds capital campaigns and endowments (defined as any plans to raise funds for a significant purchase or expense, such as new construction, major renovations, or to help fund normal budgetary items).
- 3) Programs, activities, employment opportunities, and other operations of the applicant funded totally or partially by the Town of Mountain Village may not advocate or advance a political or religious position.
- 4) Applicant may not use funding to provide grant funding to other organizations.
- 5) All funds awarded through the Community Grant Program are to remain local and are not to be used to fund national organizations (i.e. dues, etc.).

## PROCESS

### 1) Submission

- a. The deadline for grant application submission is September 1<sup>st</sup>. Grants are for funding the following year's programs/projects; requests for previously completed programs/projects will not be considered. TMV considers grant applications once per year; requests received outside of the designated time will only be considered in limited situations.
- b. In addition to application materials, presentations and interviews may be requested and reviewed as part of the evaluation process.

### 2) Review & Evaluation

- a. Staff will screen applications for completeness and then forward to the Grant Committee for review and recommendation.
- b. Requests for In-Kind services shall not be considered through this process.

### 3) Criteria: The Grant Committee will evaluate applications, per the following criteria:

#### a. Goals and Priorities

- i. To what degree does the requesting organization's history and mission, as well as the purpose of the program, align with the TMV's priorities, goals, and strategies?
- ii. Does the program have the requisite funding, infrastructure, experience, etc. to successfully meet the applicant's stated objectives? (*Note: Newly developed organizations may receive conditional grant approval; requisite Grant Committee criteria must be met prior to funding.*)
- iii. Does the proposed program address a potential unmet need in relation to TMV goals?
- iv. To what degree does the proposal's program/activity impact the TMV community?
- v. Does proposal's program/activity have the potential to benefit or impair the TMV business community (lodging, restaurants, retail)? If so, how and to what extent?
- vi. Are the proposed measurements to evaluate the success of the program well-defined?
- vii. What are the positive and negative impacts on the Guest experience?

#### b. Funding Level

- i. Is the requested support, either in cash or in-kind, proportionate with the expected benefits from the proposal's program/service?
  - ii. Is the proposal's program/service funding a one-time support request or will it need TMV funding on a longer-term basis?
  - iii. If the program has received TMV funding in the past, is the current proposal's funding request increasing, being reduced, or remaining at the same levels?
  - iv. How successful has the applicant been in bringing in additional funding partners?
- 4) **Decisions** Recommendations from the Grants Committee are submitted to the Mountain Village Town Council for final approval as part of the annual budget process.
- 5) **Awarding & Notification** All applicants will be notified of funding decisions in early December after the Town's budget is adopted.
- 6) **Reporting** Organizations receiving a grant must provide a Final Grant Report either prior to submitting or as part of the following year's grant application. In addition to the metrics delineated in the previous year's grant application, the report will include answers to the following questions:
  - a. What were the programs impacts/benefits to the community (resident **and** business)? Where applicable, provide supporting data.
  - b. Describe the program's accomplishments.
  - c. How specifically were grants funds used?
  - d. How did the program compare to your proposed metrics?
  - e. If there were any substantial changes from the original application, list changes and reasons.

## APPLICATION CRITERIA

- 1) All applications must include the following items – see *Submittal Guidelines for specifics*:
  - a. Complete Community Grant Program Funding Application
  - b. Overall Organization and Program Budgets
  - c. Financial Documentation
- 2) Completed applications should be submitted no later than September 1<sup>st</sup> by 5 p.m., via email to [ddrew@mtnvillage.org](mailto:ddrew@mtnvillage.org). Incomplete or late applications will not be considered.
- 3) For additional information, please contact Deanna Drew, Plazas and Environmental Services Director at [ddrew@mtnvillage.org](mailto:ddrew@mtnvillage.org)

## TOWN OF MOUNTAIN VILLAGE COMMUNITY GRANT PROGRAM SUBMITTAL INSTRUCTIONS

- 1) Submit the Community Grant Application by email to: [ddrew@mtnvillage.org](mailto:ddrew@mtnvillage.org)
- 2) Attach the following financial documents:
  - a) Proposed Program Budget
    - i) Anticipated detailed line item budget for the requested 2018 support, including revenues from all other funding partners. Include a timeline of when funds are needed.
  - b) Organization's Current (2017) and Upcoming (2018) Budget, including:
    - i) Most recent fiscal year-end financial statements reflecting organization's beginning and ending balances for the year
    - ii) List all anticipated funding sources for the current (2017) and coming year (2018), highlighting any opportunities to leverage TMV funds with external funds.
  - c) 2016 IRS 990 Tax Return (non-profit) or 2016 Federal Tax Return
- 3) If your organization received funding from the Town of Mountain Village in 2017, it is mandatory that you provide a progress or Final Grant Report. The report must include revenues and expenditures, including other outside revenue support. For complete Final Grant Report requirements, review **Reporting** (page 3).
- 4) Please address all conditions stated in the Town of Mountain Village Letter of Agreement you received announced your funding award.
- 5) Only one application may be submitted per organization. Incomplete or late applications will not be considered.
- 6) Funds will not be available until after January 1, 2018, and may be dispersed in installments, if awarded.
- 7) Notification of awards will be sent after the Council approves the final budget currently scheduled for December xx, 2017.



**TOWN OF MOUNTAIN VILLAGE COMMUNITY GRANT PROGRAM**  
**APPLICATION REQUIREMENTS & SUBMITTAL GUIDELINES**  
Application Deadline: September 1, 2017

**A. Organization Information**

- a. Organization Name \_\_\_\_\_
- b. Year Established \_\_\_\_\_
- c. Contact Person \_\_\_\_\_
- d. Title \_\_\_\_\_
- e. Phone \_\_\_\_\_
- f. E-mail \_\_\_\_\_
- g. Address \_\_\_\_\_
- h. Office Hours \_\_\_\_\_

**B. Funding Requests**

- a. Dollar amount granted in 2016 by TMV (if applicable): \$ \_\_\_\_\_
- b. Dollar amount granted in 2017 by TMV (if applicable): \$ \_\_\_\_\_
- c. Dollar amount requested for 2018 (if applicable): \$ \_\_\_\_\_

**C. Description of In-kind Services granted over the past two years, and requested for 2018, if applicable:**

**D. Please provide the following information to help us assess your agency's current non-profit status:**

- a. Current Federal Employer Identification Number \_\_\_\_\_
- b. Has received a non-profit status from the IRS? Yes \_\_\_\_ No \_\_\_\_
- c. If yes, submit a copy of the State of Colorado Nonprofit Corporation Certificate with your application.

**E. Has the organization been approved/denied for a grant from TMVOA for the same program/event in the past 24 months? Yes \_\_\_\_ No \_\_\_\_**

**F. If applying as a "for-profit" business, please describe the business organization:**

**G. What is your organization's mission?**

**H. Detailed description of the program or service for which Town of Mountain Village support is being requested; please include why the grant request is important to Mountain Village.**

**I. How does the proposed program support and promote the TMV priorities of year-round economic vitality and/or community services?**

**J. How many and in what manner will TMV community members directly benefit from the program or service requesting funding?**

**K. How will you measure the success of the program, event, or service for which funding is requested? Please include clear objectives, outcomes, metrics, and expectations.**

**L. Why are you requesting grant funding from the Town of Mountain Village for the proposed program or services?**

**M. Are there currently any other agencies or organizations providing a similar program and/or services in the Town of Mountain Village? If so, please identify them.**

*I affirm that all the information included in this application, its attachments, and its supplemental documents is true and correct to the best of my knowledge.*

**Authorized Signatory** \_\_\_\_\_ **Date** \_\_\_\_\_

**Printed Name** \_\_\_\_\_



**J. David Reed, P.C.**  
ATTORNEYS AT LAW

J. David Reed | James D. Mahoney | Bo James Nerlin | Sarah H. Abbott

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MONTROSE • RIDGWAY • TELLURIDE

Agenda item: 15

# Memo

To: Town Council  
From: James Mahoney  
Date: January 12, 2017  
Re: Conference Center Evaluation Committee

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Attached to the Memo are the bylaws for the Conference Center Evaluation Committee. The goal of the Committee will be to evaluate the Conference Center and options moving forward with the Conference Center after the bonds are paid off on December 31<sup>st</sup>, 2017.

The attached bylaws will need to be approved by Council and the Committee would immediately begin its task. Town Council will also need to appoint two council member and the three staff members to the Committee.

Staff recommends that Kim Montgomery, Kevin Swain and Jim Mahoney be appointed to the Committee as with this combination we believe the Committee will be well situated to deal with big picture issues, financial consideration and legal considerations that will arise.

Motion: I move to approve the Bylaws for the Conference Center Evaluation Committee and to appoint Kim Montgomery, Kevin Swain, Jim Mahoney and the following two Council Members \_\_\_\_\_ and \_\_\_\_\_ to form the Committee.

**BYLAWS OF THE TOWN OF MOUNTAIN VILLAGE  
CONFERENCE CENTER EVALUATION COMMITTEE**

**ARTICLE I  
Formation**

**Section 1. Creation and Name.** The name of this Committee, organized by the Town of Mountain Village ("Town"), shall be the Conference Center Evaluation Committee ("Committee"), which Committee is authorized by Town Council to perform the task set forth herein. The Committee shall not have any binding authority on the Town or Town Council and its scope of rights to provide non-binding recommendations shall be limited as specifically set forth herein.

**ARTICLE II  
Intent and Purpose**

**Section 1. Intent and Purpose.** The intent and purpose of the Committee shall be to evaluate the options available to the Town regarding the Telluride Conference Center upon the pay off and release of the bonds used to finance the Telluride Conference Center on December 31, 2017. The Committee shall also prepare a recommendation and report to the Town Council regarding such options as set forth below.

**ARTICLE III  
Evaluation and Implementation**

**Section 1. Determination of Information Needed for Evaluation.** The Committee shall meet and determine what information is needed from Town Staff in order to proceed with the Committee's evaluation of options. Once the Committee has created this list, the Town Staff members of the Committee shall gather such information for the Committee.

**Section 2. Initial Evaluation.** The Committee shall review the information gathered by Town Staff and shall evaluate such information and begin to formulate potential options regarding the future of the Conference Center. The Committee may require additional information and analysis after the initial evaluation.

**Section 3. Final Evaluation, Report and Recommendation.** The Committee shall make a final evaluation of the information gathered and formulate a report and recommendation to the Town Council, which shall include but not be limited to the following: (1) all of the available options related to the Conference Center after bond payoff; (2) financial impacts of each option; (3) a pros and cons analysis of each option; and, (4) a recommendation on the best option to pursue. Such report and recommendation shall be submitted to the Town Council by no later than the August 2017 Town Council meeting in order to allow sufficient time for the Town Council to make a final determination on the options available to the Town as well as implementing such options.

**Section 4. Implementation.** Once the Town Council makes a final determination on the options available, the Committee shall be responsible for overseeing the implementation of the option as needed.

**ARTICLE IV**  
**Membership**

**Section 1. Appointments.**

- A. The Committee shall consist of no less than five members, each of whom shall be appointed by Town Council and reflect the following membership:
  - 1. Two Councilors
  - 2. The Town Finance Director
  - 3. Two Additional Town Staff Members
- B. Town Council may interview all candidates prior to appointing the Committee as an action at any regular or special meeting.

**Section 2. Purpose.** The responsibilities of the Committee members are outlined in Article III. Town Council may add additional tasks at its discretion.

**Section 3. Term.** The Committee shall be active until implementation of any course of action determined by the Town Council.

**Section 4. Replacement.** Upon the vacation of a Committee member seat, the replacement Committee member(s) shall be appointed by the Town Council following the same process as the original appointment set forth in Article IV, Section 1 above.

**Section 5. Removal.** A Committee member may be removed from the Committee by majority vote of Town Council, for good cause only. The Committee Chairperson may, but need not, request that Town Council remove a Committee member who is absent from 50% of the regularly scheduled meetings within a 12 month period.

**ARTICLE V**  
**Officers**

**Section 1. Officers.** The Committee shall decide by majority vote to elect a Chairperson and a Vice-Chairperson.

**Section 2. Duties of Council Appointed Chairperson or Vice-Chairperson.**

- A. Chairperson. The Chairperson shall preside at all meetings of the Committee and shall perform all duties usually incident to the office of Chairperson and such other duties as may be assigned to him or her from time-to-time by the Committee, in accordance with these Bylaws.
- B. Vice Chairperson. The Vice-Chairperson shall, in the absence or disability of the Chairperson, have all powers of and shall be subject to all restrictions upon the Chairperson. The Vice-Chairperson shall perform such other duties as may be assigned by the Committee from time-to-time, in accordance with these Bylaws.

**Section 3. Staffing Support.** In addition to the Town Staff members of the Committee, the Town Staff shall provide staff support to the Committee to accomplish the tasks set forth above or as otherwise directed by Town Council. In seeking additional Town Staff support, the Town Staff Committee members shall be responsible for communicating such needs with other Town Staff and reporting back to

the Committee with such information. Secretarial duties for the Committee shall be maintained by the Town Staff Committee members, as follows: (1) keeping of minutes of Committee meetings and records of the Committee; (2) attending all Committee meetings and Town Council meetings related to the Grant Program; and, (3) assisting with such other matters as the Committee reasonably may direct to accomplish the tasks outlined above. Under no circumstances shall any Committee member direct any Town Staff in any manner as to how that person performs his or her duties as a Town employee. Any complaints of the Committee regarding staff support shall be directed to the Mayor and/or Town Manager.

## **ARTICLE VI Meetings**

**Section 1. Regular Meeting.** The schedule for Committee meetings shall be as follows:

- A. The first meeting of the Committee shall occur between February 1<sup>st</sup> and March 30<sup>th</sup>, 2017 for the purpose of determining information that needs to be gathered by Town Staff and any other organizational purpose.
- B. The Committee shall call all future meetings as needed in order to provide a recommendation and report to Town Council by the August Town Council meeting.
- C. Meeting dates shall be set and scheduled by the Committee, as set forth above. Attendance by Committee members at any meeting shall be in person or by telephone conference call where all parties can hear each other.

**Section 2. Special Meetings.** The Committee Chairperson shall be permitted to call Special Meetings as needed.

**Section 3. Order of Business.** At regular meetings of the Committee, the following outline presents the recommended order of business:

- 1. Approval of the minutes of last meeting
- 2. Old business
- 3. New business
- 4. Adjourn

**Section 4. Voting.** When a motion for vote is made at any Committee meeting, all regular members of the Committee shall vote either by voice or roll call vote. A roll call vote shall be conducted upon the request of a regular member of the Committee or at the discretion of the presiding officer. Any action requiring a vote shall be decided by a simple majority of those Committee members in attendance at any duly convened meeting with a quorum. Any vote of the Committee is intended only to provide a means of creating nonbinding recommendations to the Town Council for consideration.

**Section 5. Quorum.** A majority of the Committee members shall be necessary to constitute a quorum for the transaction of business.

**Section 6. Rules of Order.** Unless otherwise specified in these Bylaws, the Committee will follow procedures outlined in Robert's Rules of Order, Newly Revised.

**Section 7. Agenda.** The appointed Town Staff Committee member shall prepare the agenda, with guidance by the Chairperson, and shall distribute copies of all applications no less than five calendar days in advance of any scheduled meeting. Other items of the agenda shall include, but not be limited to,

disposition of minutes of the previous meeting and of any intervening special meetings, committee reports, as well as old and new business.

**ARTICLE VII  
MISCELLANEOUS**

**Section 1. Authority.** The authority of the Committee and its members shall be limited as to the express purposes and authority granted herein and shall not be expanded outside the scope of authority necessary to carry out these Bylaws and the Grant Program Guidelines.

**Section 2. Amendment.** These Bylaws shall not be amended, except by the majority vote of the Town Council at a duly noticed Town Council meeting.

**Adopted and Approved** by the Town Council at a public hearing held on January 19, 2017.

**Town of Mountain Village, Town Council**

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

**Attest:**

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

Approved as to Form:

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





**PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

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

**Agenda Item #17**

**TO:** Town Council

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

**FOR:** Meeting of January 19, 2017

**DATE:** January 9, 2017

**RE:** **First Reading, Setting of a Public Hearing and Council Vote on an Ordinance to Amend Chapter 17.5 Design Regulations of the Community Development Code.**

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**Background**

July 7, 2016: A joint work session was held between the Town Council and Design Review Board to discuss changes to the DRB process to require two meetings before approval. This discussion led to the number of design variations that have been requested indicating conflict between the current standards were hindering the evolution of alpine architecture in Mountain Village.

August 4, 2016: A second work session was held with Council and DRB to discuss the aspects of the Design Regulations that should change. The three areas of concern discussed included the requirements for roof form, window glazing and “solid heavy bases” for structures. The Council gave direction to begin the review of the regulations.

September 1, 2016: The Board began work on the amendments in work session.

October 18, 2016: Staff presented proposed changes to the Board in a special work session.

November 7, 2016: Work continued on the regulations in a second special work session. The Board also discussed returning to a two-step process, similar to previous versions of the Land Use Ordinance. As presented to the Board by member Evans, the initial review would focus on larger issues such as the structures compatibility with the neighborhood and compliance with the design theme goals, while the second review would be more formal to ensure compliance with the CDC.

December 1, 2016: The amendments were reviewed in the work session.

January 8, 2017: The Board reviewed the final revisions to Chapter 17.5, and a new draft of potential changes to the process (Chapter 17.4). The Board recommended Town Council adopt the proposed changes to Chapter 17.5 as attached to this memo, while work continues on Chapter 17.4 Development Review Procedures.

Public Notice: Town staff alerted the community about the proposed changes to the Design Regulations in several email notifications and banner notices on the website through this

process. We have also included the formal notice on the website under “Proposed Ordinances” since last October and this notice was updated in December after the scope of the revisions solidified. We received input from architect Tommy Hein (attached). Architect and resident Max Strang attended the October 18 work session and voiced support and additional considerations. We also received written input from two residents who are considering designing a new home in Mountain Village (attached).

Telluride Mountain Village Owners Association sent a notice to their constituents on November 2, 2016 about the proposed changes to the Design Regulations. The Executive Director reported to staff that a lot of people have shown interest in relaxing the current regulations.

## **Discussion**

The proposed changes stayed true to Council’s direction. The majority of the proposed changes fall into the following categories:

- Section 17.5.3 was bolstered to emphasize the Board’s principal duty of ensuring the implementation of the Town Design Theme and applicants must be responsive to the Board’s direction.
- Substituted references to “solid, heavy” and “thick” bases as a design requirement for a building design that appears “grounded” to the site to withstand alpine forces of wind, snow and heavy rain. The list of materials that support this design was expanded that could make up the base, but stone remains as the principal base material.
- Eliminated the requirements that a gable roof shall be the primary form, and the roof pitch must be a minimum of 6:12 and a maximum of 12:12. Added the requirement that roof design shall be made up of multiple forms that emphasize sloped planes, varied ridgelines and vertical offsets.
- Increased the list of appropriate roof materials to include black or gray standing seam materials that are not reflective. Provided for the general approval of certain synthetic materials after they have been proven to meet stated standards of durability, high strength and high quality design.
- Eliminated the requirements that individual windows could not be larger than 40 square feet and only 20% of the north elevation shall be glass. Instead, the new regulations require window use and placement be responsive to energy requirements, be an integral part of the design of the structure and be sensitive to adjoining properties. The standard that no more than 40% of the exterior of a structure be glass remains.

In summary, the process was an effort in reducing the inflexible standards and emphasizing the importance of creating a comprehensive design that addresses the Mountain Village Design Theme. Section 17.5.4 (E) states:

“Architecture within the town will continue to evolve and create a unique mountain vernacular architecture that is influenced by international and regional historical alpine precedents. The Town encourages new compatible design interpretations that embrace nature, recall the past, interpret our current time, and move us into the future while respecting the design context of the neighborhood surrounding a site”

The Board and staff expect the proposed changes will implement this goal.

### **Staff Recommendation**

Staff recommends approval of the proposed changes to Chapter 17.5 of the Community Development Code as presented.

### **Design Review Board Recommendation**

On January 8, 2017 the Design Review Board held a public hearing and recommended the Town Council approve the proposed changes to Chapter 17.5 with minor modifications.

### **PROPOSED MOTION**

“I move to approve the first reading of an ordinance amending Chapter 17.5 Design Regulations of the Community Development Code, with direction to the Town Clerk to set the public hearing on February 16, 2017”

#### Attachments:

- Proposed Ordinance amending Section 17.5 Design Regulations
- Public Input
- Notice

**ORDINANCE NO. 2017-\_\_**

**AN ORDINANCE AMENDING THE COMMUNITY DEVELOPMENT CODE (CDC) AT CHAPTER 17.5 DESIGN REGULATIONS 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 \_\_\_\_\_, 2017.

**Section 5. Public Hearing**

A public hearing on this Ordinance was held on the \_\_\_\_\_ day of February, 2017 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 19<sup>th</sup> day of January, 2017.**

**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 February, 2017.**

**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 \_\_\_\_\_, 2017, 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-Tem				
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 \_\_\_\_\_, 2017 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 \_\_\_\_\_, 2017. 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-Tem				
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 \_\_\_\_\_, 2017.

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

(SEAL)

**Exhibit A: Amendments to Chapter 17.5 DESIGN REGULATIONS**

## CHAPTER 17.5 Design Regulations

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### 17.5.1 PURPOSE AND INTENT

The Mountain Village Design Regulations (“Design Regulations”) have been established to achieve the following:

- A. Provide clear, consistent, predictable and efficient design standards;
- B. Promote public health, safety and welfare;
- C. Preserve open space and protect the environment;
- D. Enhance the natural beauty of the town’s surroundings;
- E. Foster a sense of community;
- F. Promote the economic vitality of the town;
- G. Promote the resort nature and tourism trade of the town;
- H. Ensure that uses and structures enhance their sites and area compatible with the natural beauty of the town’s setting and its critical natural resources;
- I. Promote good civic design and development; and
- J. Create and preserve an attractive and functional community.
- J-K. Ensure through DRB review the compliance and compatibility with the town design theme.

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### 17.5.2 APPLICABILITY

- A. The Design Regulations apply to all new development and all development where there is an exterior alteration proposed or where an exterior alteration is required due to a change in use.
- B. Workforce housing development shall be in accordance with the Design Regulations, except that the DRB may, at its discretion, vary the Design Regulations’ requirements.

### 17.5.3 DEVELOPMENT APPLICATION PROCESS

The Design Review Process is set forth in the Development Review Procedures in Chapter 4. Further, it is the overall intent of the Design Review Process that the DRB shall be responsible for ensuring the compliance and compatibility with the town design theme as a primary outcome of the process and the DRB may impose direction and/or conditions to applicants in order to ensure such compliance and compatibility. Applicants in the Design Review process shall be responsive to DRB directions and/or conditions regarding design review by providing meaningful responses and shall demonstrate such responses on plan sets prior to proceeding in the Design Review Process after such direction has been given.

### 17.5.4 TOWN DESIGN THEME

- A. The town design theme is directed at establishing a strong image and sense of place for the community within its mountain setting.
- B. - Mountain Village is located in a fragile, high-alpine environment that contains forests, streams, wetlands and mountainous topography. The natural physical features and setting of the town shall inform the design of our buildings to promote harmony between people and nature that respects and blends with its surroundings and is integrated into the landscape.
- C. Architecture and landscaping within the town shall be respectful and responsive to the tradition of alpine design and shall reflect sturdy building forms common to alpine regions.



- D. Architectural expression shall be a blend of influences that visually tie the town to mountain buildings typically found in high alpine environments.
- E. Architecture within the town will continue to evolve and create a unique mountain vernacular architecture that is influenced by international and regional historical alpine precedents. The Town encourages new compatible design interpretations that embrace nature, recall the past, interpret our current time, and move us into the future while respecting the design context of the neighborhood surrounding a site.
- F. The key characteristics of the town design theme are:
  1. Building siting that is sensitive to the building location, access, views, solar gain, tree preservation, and visual impacts to the existing design context of surrounding neighborhood development.
  2. Massing that is simple in form and steps with the natural topography.
  3. ~~Solid, heavy g~~Grounded bases that are designed to withstand alpine snow conditions.
  4. Structure that is expressive of its function to shelter from high snow loads.
  5. Materials that are natural and sustainable in stone, wood, and metal.
  6. Colors that blend with nature.

The Design Regulations set forth herein are intended to achieve these defining characteristics.

#### **17.5.5 BUILDING SITING DESIGN**

##### **A. Design to Fit the Landscape.**

Effective site planning is crucial to designing a building and development that blends into the existing landscape. Building siting shall respect and relate to existing land-forms and vegetation. Design solutions shall be site-specific, organizing the building mass in a way that relates to the terrain and functional constraints of the site.

1. Siting of buildings and routing of driveways, utilities, walkways, drainage, etc., shall be designed to blend with the topography and avoid unnecessary disturbances to existing vegetation, ponds, streams and wetlands.
2. Natural vegetation, ponds, streams and wetlands shall be preserved and protected to the extent practicable while still allowing for the owner’s envisioned development consistent with the Town regulations, standards and the Comprehensive Plan.
3. Due to heavy snowfall experienced in the area, all site plans shall provide a snow shed and storage plan for roofs, walkways and drives. Areas of snow or ice shedding from roofs shall be shown along with methods to protect pedestrian and/or vehicular traffic from injury or damage.

##### **B. Residential Building Siting**

1. Buildings shall be sited based on the consideration of influences such as surrounding development, shade and shadow, views, solar exposure, natural vegetation, and water run-off.
2. View corridors for proposed development shall be specifically preapproved by the review authority as a part of the overall landscape plan pursuant to the applicable requirements of the CDC.
3. The review authority may require the creation of a building envelope to define the area in which all improvements must be located in order to protect the general easement, wetlands, steep slopes, golf course, open space, common areas and similar site features.

- a. When a building envelope is required by the review authority, the applicant may be required by the review authority to submit a site improvement location certificate to ensure all development and improvements occur within the building envelope.

**C. Village Center Building Siting**

1. Building siting within the Village Center shall relate directly to the pre-established or proposed pedestrian walkways, malls and plaza areas. It is imperative that buildings form the walls of these exterior spaces and that circulation routes are uninterrupted, continuous and reinforced by adjacent buildings.
2. Development of a structure to the lot lines shall be allowed on building footprint lots provided Building Codes setbacks are met, adequate fire access is provided and the applicable requirements of the CDC are met.

**D. Sites Adjacent to Open Space**

Prior to the review authority approving the development of a site that proposes grading, clearing, direct drainage, direct access or other direct impact (as solely determined by the review authority) onto an adjoining open space, the applicant shall submit the proposed improvements on the open space to the owner of the affected open space for review and approval.

1. The owner of the open space shall provide the Town with written consent for the development application to proceed or all proposed improvements affecting the open space shall be deleted from the development application.
2. The applicant shall be required to enter into an open space impact agreement with the owner of the open space.
3. The Town may require easements for direct discharge, landscaping, access and similar improvements.

**E. Golf Course Setbacks**

Buildings shall be setback from the golf course fairways, tee boxes and greens. The DRB has the right, during the Design Review Process, to impose greater setback requirements if it determines that unique circumstances exist or if required for safety or aesthetic reasons.

**F. Sites Adjacent to Common Areas**

Prior to development of any site that will directly impact any developed common areas (pedestrian pathways, paver systems, retaining walls, light poles, sodded areas, etc.) by grading, clearing, direct drainage, direct access or other impact (as solely determined by the review authority) the applicant shall be required by the review authority to enter into a common area impact agreement.

**17.5.6 BUILDING DESIGN**

**A. Building Form**

1. ~~The alpine mountain design shall be based on solid, heavy~~ building forms that are well grounded to withstand the extreme natural forces of wind, snow and heavy rain. All buildings shall be designed to incorporate a substantially grounded base on the first floor and at finished grade. Examples of materials which evoke this form are stone, metal.

~~stucco (for Village Center only), or wood with dimensions that are ten inches (10") or greater for timber or timber veneer and sixteen inches (16") or greater for log homes or log bases. Where the base of a building meets natural grade, the materials must be appropriate to be adjacent to accumulated snow. The following building massing requirements shall be met to achieve this mountain vernacular design:~~

~~2.1.~~

~~a. All buildings shall be designed to incorporate a heavy, thick massed base on the first floor and at finished grade base of stone, stucco (for Village Center only), or wood with dimensions that are ten inches (10") or greater for timber or timber veneer and sixteen inches (16") or greater for log homes or log bases.~~

~~i. For multi-family, mixed-use and commercial development, the first floor, primary material shall be stone or stucco with metal accent material.~~

~~ii. The DRB may increase the size of the timber or logs depending upon the size and visual weight of the upper floor materials in order to provide the desired heavy, thick building base.~~

~~iii. The heavy, thick building base shall be the primary element with the allowance of secondary, accent exterior materials to break up the mass or provide interest in association with an architectural element.~~

~~3.2.~~ Windows and doors in stone and stucco areas shall be recessed back from the face of the exterior material by a minimum of five inches (5") with variations in the depth of the window and door recessions provided throughout the building to convey the desired heavy, thick massing.

a. Window trim or built up areas around the windows shall not be included in the measurement, such measurement to be made from the predominant face of the exterior wall assembly.

~~4.3.~~ The exterior material requirements reinforce the desired massing set forth in this section.

## **B. Exterior Wall Form**

### **1. General (Applies to All Development)**

- a. The overall form of residential exterior walls shall be simple in design.
- b. Walls need to portray a massing that is substantially grounded to the site.~~that is strong and thick.~~

### **2. Village Center Wall Form Additional Requirements**

- a. The form of exterior walls within the Village Center shall form and define the public spaces they confine as well as the interior uses of the building. Spaces defined by the walls shall be contained courtyards and plazas or continuous flowing streets. Angles shall be soft, repetitive 90-degree turns and open-ended, disjointed spaces shall be avoided.
- b. Exterior walls along small commercial retail streets and plazas shall reinforce the "village street" concept with relatively narrow frontages and/or vertical "townhouse" proportions. Ground level, commercial spaces shall be architecturally defined from office or residential spaces above.

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C. **Roof Form**

1. **Roof Design Elements**

- a. ~~Primary forms shall be gable. Secondary roof forms may be either gable or shed roof forms. The roof shall be a composition of multiple forms that emphasize sloped planes, varied ridgelines and vertical offsets.~~
  - i. ~~Other primary and secondary roof forms may be approved by the DRB as a specific approval consistent with the roof pitch requirements as set forth herein, and provided the Town design theme is met.~~
- ~~b. Roof forms shall be simple in design to the extent practicable.~~
- e-b. Dormers may be included to add interest and scale to major roof areas and to make habitable use of space within the roofs. Dormers may have gable or shed forms.
- d-c. Roofs shall be designed and insulated to ensure valleys, areas over wall top plates and other similar building spaces do not form ice dams and to prevent the need for heat tracing.
- e-d. The DRB may require long ridgelines to be stepped to avoid long spans of unbroken ridges when such elements are not in proportion to the design and scale of the building, or to ensure the building design is following the topography of the site.
- f-e. Roof ridgelines shall, where practicable, step with the topography of the site following the stepped foundation.
- g-f. The design of roofs shall reflect concern for snow accumulation and ice/snow shedding. Entries, walkways and pedestrian areas shall be protected from ice/snow shedding.
- g. Eaves and fascia shall generally be responsive and proportional to the design of the building.

2. ~~Pitch~~

- a. ~~Primary roof pitches shall be 6:12 to 12:12 except for:~~
  - i. ~~Town shops, recreational facilities, community facilities, public works buildings or buildings with an industrial zoning designation on the site may have lesser slopes approved as a specific approval of the DRB.~~
- b. ~~Secondary shed roof forms shall have a pitch of not less than 4:12 when attached to major building forms.~~
  - i. ~~The Review Authority may allow for roof forms less than 4:12 for secondary roof forms as a specific approval.~~

3. ~~Eaves and Fascia~~

- a. ~~Eaves and fascia shall generally be responsive and proportional to the design of the building.~~

4.2. **Roof Drainage**

- a. Where roofs drip onto pedestrian or other public areas, all multi-family, mixed use or commercial buildings shall provide a system of gutters, downspouts and permitted heat-tape to direct and channel roof run-off into the project's landscape areas and to prevent ice build-up in pedestrian areas. In non-pedestrian or public areas, roofs may drip to cobble lined swales that direct water to the natural or proposed landscape.
- b. All development within the Village Center shall be required to provide an integral guttering system designed into the roof or other DRB approved system of gutters, downspouts and heat-tape to contain roof run-off.
- c. Within the Village Center, all building roof run-off shall be directed to storm sewers or drainage systems capable of handling the volume of run-off. Such system shall be kept and maintained by the owner and/or respective homeowners association in a clean, safe condition and in good repair.

### 5.3. Roof Material

- a. All roofing material shall be of a type and quality that will withstand high alpine climate conditions.
- b. The review authority may require class A roofing materials as a fire mitigation measure.
- c. Permitted roof material outside the Village Center include:
  - i. Rusted, black or gray standing ~~seam~~ seam or corrugated metal;
  - ii. Zinc;
  - iii. Minimum 1/2" slate; and
  - iv. ~~18-22 gauge black or rusted corrugated metal.~~ Synthetic materials that have been approved by the Design Review Board for general use after having been used on individual projects and the Board makes the finding that the material has proven to meet the standards stated below.
- d. 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.
- e. The following roofing materials may be approved by the DRB as a specific approval that is processed as a class 3 development application if the DRB finds the roofing material is consistent with the town design theme and the applicable Design Regulations:
  - i. Copper;
    - (a) Copper shall only be considered when it is proposed with a brown or verde patina finish where visible except for the Village Center where a verde patina finish is required.
    - ~~(b)~~ (b) The copper finish shall be completed prior to issuing a certificate of occupancy.
  - ii. Galvanized corrugated or standing seam metal (not rusted or reflective);
  - iii. ~~Standing seam;~~
  - iv-iii. Synthetic roofing material that accurately emulates wood shake, concrete and slate tile or any other roofing material permitted or existing in Mountain Village.
    - (a) Synthetic roofing material shall be:
      - (i.) Durable
      - (ii.) High strength, both material and shape;
      - (iii.) Low absorption or permeability;
      - (iv.) High freeze/thaw damage resistance;
      - (v.) Color throughout the tile (not surface applied); and
      - (vi.) High-quality design that fits within the architectural context of the building and the architectural context of the surrounding area.

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- f. The following requirements are applicable to all roofing:
  - i. Metal roofing surface shall not reflect an excessive amount of light when viewed against direct sunlight.
  - ii. Unless the DRB grants a specific approval for a non-rusted metal roof, corrugated and standing seam roofing materials shall be pre-treated to produce rusting prior to placement on the roof, and prior to the issuance of a certificate of occupancy.
- g. The installation or re-installation of wood shakes, glazed tile and asphalt shingles is prohibited, except for the repair or replacement of wood shake areas that are 25% or less of the total roof surface area.
- h. Roof flashing, Gutters Downspouts and Similar Hardware:
  - i. In the Village Center, all exposed metal flashing, gutters, downspouts and other roof hardware shall be copper except when either structural requirements dictate the use of stronger materials such as for snow fences.
  - ii. In all other areas, other metal guttering besides copper may be approved by the review authority to allow it to match roofing material, such as the use of rusty steel guttering on a rusty metal roof.
  - iii. When steel or iron are used, they shall be either rusted to match the roof or finished with a baked on enamel paint or, subject to the prior approval of the review authority, a silicon modified alloy or special epoxy paint system of a color approved by the review authority.

**6.4. Pedestrian Protection.** Due to the potential for heavy snow accumulation, snow shedding shall be expected from sloping roofs onto the adjoining finished grades. It is therefore important that people, structures and improvements be protected from these potential impact loads.

- a. All building entries and shop fronts shall be located at gable ends of buildings or shall be protected by secondary roofs, arcades, balconies or similar structures when they are subject to snow or ice shedding.
- b. Structures, improvements and other pedestrian/public areas shall be protected by structural snow retention devices and other measures, such as snow fences and heat traced gutters.
- c. Snow retention devices shall be designed by a registered, Colorado professional engineer to support structural loads.
- d. Raised planters, retaining walls or similar landscape features shall be used to direct pedestrians away from any snow or ice shed areas and shall be required where a potential volume of snow shed or an especially hazardous area exists due to the height and slope of the roof aspect and similar site-specific considerations.
- e. Mechanical and safety devices shall be provided to safely accommodate snow removal in accordance with federal occupational regulations.

**7.5. Roofing Color/Nonreflective Material.** All roof material ~~colors~~ shall be a non-reflective natural earth or rusted tones that blend with the natural backdrop to the extent practicable.

**D. Chimneys, Vent and Rooftop Equipment Design**

1. Chimney forms shall relate to the overall building.
2. All fireplace flues shall be enclosed; ~~and have with an arched~~ chimney cap that allows the proper draft to flow past the cap as required by any applicable codes and not simply left as exposed metal or clay flues. Chimney enclosures are generally made of stone, stucco or ~~rusted or painted~~ metal, ~~or metal treated to create a natural patina, to complement the roof material.~~ ~~The metal shall be treated to produce rusting.~~
3. All wood-burning fireplaces shall require the installation of a spark arrester.
  - a. Wood-burning fireplaces are only permitted on certain lots as limited by the Solid Fuel Burning Device Regulations.
4. All flues and vents shall be consolidated to the extent allowed by the Building Codes to minimize the visual impacts caused by excessive chimneys, flues and vents.
- ~~5. Chimneys shall be located on the side or rear of a dwelling and not located on the front façade as viewed from the primary access way.~~
- ~~6.5.~~ Vents shall be located on the roof plane that is furthest away from the adjoining public ways.
- ~~7.6.~~ Vents on the roof or on a wall shall be located and designed to ensure the lack of ~~instructions-obstructions~~ from accumulating snowfall.
- ~~8.7.~~ Exhaust vents from commercial kitchens, locker rooms and any other space that may emit undesirable odors shall be designed and located so as to vent from the roof of buildings and thus mitigate ~~and eliminate~~ odors. The review authority has the right to require improvements, such as air cleaners (scrubbers), to any system that does not in its judgment perform satisfactorily.
- ~~8.~~ Rooftop heating and air conditioning equipment, large vent stacks, elevator penthouses, mechanical equipment and building vents and flues shall be designed to be compatible with the overall design of the structure, consolidated into vent enclosures and concealed or screened from public view. Building vents and flues that cannot be consolidated into vent enclosures and/or concealed due to the Building Codes shall be wrapped with an appropriate metal to match the exterior materials of the building so as not to be obtrusive.
- ~~9.~~ 9. Exhaust vents and air conditioning equipment must be located to ensure emitted noise is directed away from public and habitable spaces.

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E. **Exterior Wall Materials.** A mix of materials including Nnatural stone, stucco (only in the Village Center), steel and wood ~~are shall be~~ the primary exterior materials. Proposed exterior materials shall be compatible with surrounding area development.

1. **Stone.** In addition to achieving the building massing requirements, stone walls shall meet the following standards:
  - a. ~~All B~~buildings with wood or other approved exterior materials shall have thirty-five percent (35%) minimum stone walls.
  - b. The stone for building additions shall be included into the overall stone calculation for the entire building and must comply with the stone percentage requirements stated herein.
  - c. The designs shall show stone that is distributed to enhance the overall architecture.
    - i. Stone incorporated in retaining walls that are ~~adjacent to and~~ an integral part of the building design may be included, ~~up to ten percent (10%),~~ in the building's exterior stone material calculation.



- ~~ii. Boulder walls or landscaped walls shall not be considered within calculations of the exterior wall material requirement.~~
- ~~iii.ii. A narrative that describes the pattern, grout, block size and color of the proposed stone. A stone sample and color picture of the proposed stone and setting pattern shall be provided as a part of the Design Review Process application for approval by the review authority.~~
- ~~iv.iii. Any review authority approval for stone shall include a condition that a four foot (4') by four foot (4') mock up board be prepared by the development mason for the review authority to approve the final stone material and setting pattern consistent with the review authority approval. Such mock up shall be provided prior to the installation of any stone and prior to the town conducting the framing inspection (if any), or other trigger point developed by the review authority.~~

2. **Wood.** Wood siding (horizontal or vertical), wood shingles, log, log siding and heavy timbers, and timber veneers are acceptable exterior wood materials. In addition to achieving the building massing requirements, wood siding shall meet the following standards:
  - a. Log and log siding shall be a minimum sixteen inches(16") in diameter on the first and lower floor elevations as provided under the building design standards, and nine inches (9") in diameter on upper floors. When milled logs are used, hand-hewed logs are preferred. When log siding, heavy timber or wood siding are used, corner detailing shall be provided.
  - b. Heavy timber shall be a minimum size of eight inches by eight inches (8" x 8").
  - c. Wood siding shall be a minimum size of one inch by eight inches (1" x 8") in dimension and either painted or stained. Reclaimed barn wood shall be an average of eight inches (8") in width.
  - d. Board and batten wood siding shall not be the predominant siding pattern. When board and batten siding is proposed the minimum size shall be one inch by eight inch (1" x 8") boards and one inch by eight inch (1" x 8") battens.
  
3. **Metal.** The review authority may review and approve metal as ~~an accent~~ siding material, soffit material and fascia material as specific approvals in a development application.
  - a. Permitted metal siding types include rusted corrugated, rusted sheet metal panels, zinc panels, copper panels and other metal types reviewed and approved by the DRB.
  - b. Copper metal shall be treated to produce a patina prior to the issuance of a certificate of occupancy.
  - c. Corrugated metal shall be treated to produce rusting prior to the issuance of a certificate of occupancy.
  
4. **Stucco.** Stucco is only allowed in the Village Center. In addition to achieving the building massing requirements, stucco siding shall meet the following standards:
  - a. The primary exterior wall finish in the Village Center shall be stucco with a minimum use of twenty-five percent (25%) stone and a maximum of twenty percent (20%) wood as an exterior wall material.
  - b. Stucco walls shall portray a building of mass and, therefore, must be used over

- large surfaces rather than on small isolated areas. Stucco walls shall have a smooth undulating surface with soft rounded corners and deeply recessed doors and windows to reinforce the building mass.
- c. Two-coat or three-coat stucco construction shall be detailed on the Design Review Process and construction plans.
  - d. Stucco colors shall be primarily light earth tones and are subject to the approval of the review authority.
  - e. Exterior Insulation Finished System or "EIFS" is prohibited due to the high alpine conditions and the prevalent water damage issues occurring in past EIFS installations.
5. **Non-combustible Materials.** The Town Building Codes may require certain non-combustible wall assemblies or synthetic materials. In such circumstances, the DRB may approve non-combustible materials as a specific approval provided it finds such materials are compatible with the town design theme and surrounding area development.
  6. **Sustainable Green Building Materials.** The DRB may approve sustainable green building materials as a specific approval provided it finds such materials are compatible with the town design theme and surrounding area development.
  7. **Prohibited Exterior Materials.** The following exterior materials are prohibited:
    - a. Rough sawn plywood, aluminum, fiberglass, T-111 panels, plastic and/or vinyl siding.
    - b. Concrete is limited as an exterior materials for structural elements such as exposed lintels or beams, or as board form concrete with review authority specific approval. Other areas of concrete shall be faced with stone, wood, stucco or metal per the exterior material requirements set forth in this section.

**F. Exterior Color**

Exterior material color shall harmonize with the natural landscape within and surrounding the town. Color shall be natural, warm and subtle. Roofs may be rusted, black or gray standing seams or corrugated metal. Any colors used on details such as trim, fascia and timbers can be stronger and provide contrast to the more subtle tones of large wall or roof areas.

**G. ~~Windows Glazing.~~ Windows shall be designed to meet the following standards: Window design must be responsive to the energy code and site conditions. Each window wall composition will be evaluated on the basis of whether it is an integral part of the structure's complete design. Windows shall be designed to meet the following standards:**

1. Window openings and patterns shall be responsive to good solar design principles. The design of exterior walls shall also respond to solar exposures.
  - a. ~~North walls shall typically have no more than twenty percent (20%) glass area unless the primary view is to the north.~~
  - b. ~~South walls shall open to the sun and view.~~
  - e.a. ~~Consistent with the Building Codes,~~ The maximum window area of a building is shall be forty percent (40%) of the total building façade area. Window placement and size shall be sensitive to light spill over to adjacent properties.
    - i. ~~Window area measured as the rough opening area of the windows.~~
    - ii. ~~Façade area measured to the exterior face of the wall assembly.~~

~~2. Large uninterrupted expanses of glass shall be avoided except on southern facades and to primary views.~~

~~a. Uninterrupted glass areas on single family dwellings may not exceed forty (40) square feet except in one window area designed as a great room where uninterrupted glass areas may not exceed seventy (70) square feet.~~

~~i. The review authority shall determine what constitutes an interruption of the window area on a case by case basis.~~

~~(a) Mullions and simulated divided lites shall be responsive in scale to break up continuous bands of glazing. Simulated divided lites shall have internal and external grills with spacers between panes of glazing.~~

~~ii. The DRB may allow for larger window areas without interruption as a specific approval.~~

~~3.2. Combinations of windows shall be used to establish a human scale to building facades in the Village Center.~~

~~4.3. Windows within grounded base forms shall appear to be punched into massive walls. Window patterns and reveals need to be carefully studied to create interest and variety.~~

~~a. All windows in stone or stucco walls shall be recessed so that the exterior face of the glass is set back a minimum of five inches (5") from the outside face of the exterior wall assembly.~~

~~i. Built-out eyebrows shall not be used to circumvent the intent of the window recess requirement.~~

~~Within the Village Center, the depth of reveals shall vary from the five inches (5") as set forth above with reveals greater than ten inches (10") being more desirable. When bay windows are incorporated in stucco walls, the window recess requirement will be reviewed on an individual basis.~~

~~ii.~~

~~b.~~

~~b.a. When bay windows are incorporated in stucco walls, the window recess requirement will be reviewed on an individual basis.~~

~~5.4. Window openings and trim shall be consistent in proportion and scale with the associated building. Materials shall vary in detailing and color while still being compatible with overall building design. Transitional details must be provided that clearly describe connection of glazing to walls.~~

~~6.5. For residential windows above the pedestrian (ground) level within the Village Center, uninterrupted, maximum glass area shall not exceed sixteen (16) square feet.~~

~~7.6. Village Center windows at pedestrian (ground) level are also governed by the Commercial, Ground Level and Plaza Area Design Regulations..~~

~~8. Continuous, repetitive bands of windows shall be avoided.~~

~~9.7. Windows shall have double or triple glazing or high technology glass as required by the Building Codes.~~

~~10.8. Window frames and trim shall be painted or stained wood, anodized, painted or clad~~

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aluminum or patina copper clad.

- a. Aluminum is allowed as painted clad material only.
- b. The use of vinyl windows is prohibited.

~~11.9.~~ Divided-lite windows shall be either individual glass ~~lights-lites~~ with real mullions unless special divided-~~light-lite~~ windows with interior spacer bars are otherwise approved by the review authority; or simulated divide lite windows. The use of removable grid (false mullions) is prohibited.

~~12.10.~~ The use of mirrored glass is prohibited.

~~13.11.~~ If shutters or grills are used on exterior walls, they shall be operable and not merely ornamental.

#### **H. Doors and Entryways**

1. For single-family development, doors and entryways shall use handcrafted materials whenever possible. The primary entrance doorways shall establish interest, variety and character and shall be reviewed by the review authority on an individual basis.
2. Within the Village Center and multi-family development, glass, metal and wood doors shall be used to establish interest, variety and character for the tenant spaces.
3. Flush metal doors will not be permitted unless the review authority determines that such doors are semi-concealed from public ways.
4. All doors shall meet the applicable energy code requirements of the Building Codes.
  - a. Hollow metal doors are not permitted.
5. The exterior face of a door shall be recessed a minimum of five inches (5") from the outside face of ~~the exterior wall assembly~~ grounded base.
6. Garage doors shall be rich and interesting. Wood or metal sectional overhead doors of raised panel design may be used.
  - a. Hollow metal doors, metal overhead doors of plain panel or roll-up doors similar to those of a service truck are prohibited.
  - b. Wood garage doors, other than wood sectional overhead doors, shall be reviewed on an individual basis.
  - c. The exterior face of the garage door shall be recessed a minimum of seven inches (7") from the outside face of the exterior wall assembly.

#### **I. Decks and Balconies**

1. Decks and balconies shall be designed to enhance the overall architecture of the building by creating variety and detail on exterior elevations. Combinations of covered decks, projecting balconies and bay windows shall be used.
2. Long, continuous bands of balconies are prohibited.
3. Whenever possible, balconies and decks shall be located in areas of high sun exposure while at the same time preserving views and solar access.

#### **J. Required Surveys and Inspections**

The following surveys and inspections shall be conducted by the Planning Division or the Building Division to ensure development is constructed in accordance with the review authority

approved plans:

1. As required by CDC Section 17.3.12.C, when building height is within five (5) feet or less of the maximum building height or maximum average building height the developer shall submit a monumented land survey that is prepared by a Colorado public land surveyor to establish the maximum building height and the maximum average building height, including but not limited to natural grade, finished grade and the building height measurement points (in USGS datum) prior to the Building Division conducting the required framing inspection.
2. As required by CDC section 17.3.14, when an approved development has a structure, building, grading, hardscape or other similar improvement within five (5) feet or less from the general easement setback, other setback or a lot line, the developer shall submit a monumented land survey prepared by a Colorado public land surveyor to ensure there are no above-grade or below-grade encroachments into the general easement setback prior to the Building Division conducting the required footing or foundation inspection as applicable.
3. Prior to the Building Division conducting the required framing inspection, a four foot (4') by eight foot (8') materials board will be erected on site consistent with the review authority approval to show:
  - a. The stone, setting pattern and any grouting with the minimum size of four feet (4') by four feet (4');
  - b. Wood that is stained in the approved color(s);
  - c. Any approved metal exterior material;
  - d. Roofing material(s); and
  - e. Any other approved exterior materials

This materials board shall remain on the site in a readily visible location until the project receives a certificate of occupancy or a temporary certificate of occupancy.

4. Prior to or concurrent with the Building Division conducting the foundation and framing inspections, the Planning Division shall conduct site inspections to ensure the development is proceeding in accordance with the approved plans.
5. Prior to the issuance of either a certificate of occupancy or a temporary certificate of occupancy, the Planning Division shall inspect the site to ensure the development is constructed in accordance with the approved plans, including but not limited to all exterior materials, windows, exterior lighting, landscaping, drainage and massing.
6. Prior to the Building Division conducting the required footing or foundation inspection for an accessory dwelling unit, a monumented land survey prepared by a Colorado public land surveyor to ensure that an accessory dwelling unit will contain the maximum floor area as approved by the review authority. Such a survey may also be required by the review authority for any other land use that has a maximum or minimum size established by the CDC a PUD or by a development agreement with the Town.

**From:** Glen Van Nimwegen  
**To:** ["Tommy Hein"](#)  
**Subject:** RE: Proposed Amendments to the Design Regulations  
**Date:** Sunday, October 16, 2016 5:16:00 PM

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1. Remove gable as the primary roof form;
2. Remove minimum pitches; and
3. Remove maximum amount of glazing requirement.

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**From:** Tommy Hein [mailto:[tommyhein@mac.com](mailto:tommyhein@mac.com)]  
**Sent:** Saturday, October 15, 2016 4:09 PM  
**To:** Glen Van Nimwegen  
**Subject:** Re: Proposed Amendments to the Design Regulations

Looks good. Many of these suggestions were discussed in last round. What are the goals of revisions?

All the best,

Tommy Hein, ARCHITECT  
(Mobile Device-Pardon the brevity)

On Oct 14, 2016, at 7:23 PM, Glen Van Nimwegen <[GVanNimwegen@mtnvillage.org](mailto:GVanNimwegen@mtnvillage.org)> wrote:

Tommy: attached is a redline showing the proposed changes to the Design Regulations. On Tuesday, starting at 10:30 am the Board will review. I would appreciate any comments you have and would be happy to pass them on to the Board. Thanks for the interest.

Glen Van Nimwegen, AICP  
Director of Planning and Development Services  
970-369-8250  
<image003.png>

<Proposed Amendments to the Design Regulations.pdf>

Harper Meek  
2109 Brintons Bridge Road  
West Chester, PA 19366

102 Cabins Lane  
Telluride, CO 80435

610-793-2041

October 17, 2016

Mr. Van Nimwegen and the Design Review Board

Thank you for providing the proposed changes to the Design Regulations to be discussed at the special meeting on October 18.

I have lived in Mountain Village part time since 2001. While not currently a 'full time' resident, I typically spend between 3 and 5 months a year in Mountain Village in all seasons of the year and hope to move here full time in the next year or two. I have otherwise visited the Telluride region since 1989, and have watched the evolution of Mountain Village and surrounding areas over these 27 years.

Revisions to the Design Regulations are overdue, and this proposal is a good first step. In general I support the proposed revisions. In particular:

Section C 1 and 2: The removal of the requirement for a primary gable roof form is a very important and critically needed change. This requirement has limited design options and resulted in repetitive forms throughout Mountain Village to the detriment of the community. In particular, the requirement has often led to the 'ship prow' feature of primary view window. While occasional use may make this an interesting feature, the repeated use in the community is tiring. Mountain Village design requirements have fostered a cliché design ethic resulting in numerous log or timber homes with a gable roof over a nearly all glass wall facing north. Recent construction and pending DRB reviews have struggled to deal with requests for sensitive designs that challenge approval due to roof lines that are not a steep gable. It is time to fully remove this requirement. Indeed, the proposal does not go far enough; I would propose 2. a. should read: "The roof shall be a composition of forms that emphasize sloped planes at varying slope and elevation. The review authority may allow for flat roofs, either in whole or as portion of the roof as a specific approval"

Section C 4.c.v. I fully support the inclusion of Synthetic roofing materials to supplement the material call out in sections i - iv, however the parenthetical requirement for pre-approval should be removed or rephrased. Roofing materials are evolving and the regulation should not be unduly limiting. I would suggest the regulation read to the effect that the Design Review Board may maintain a list of materials that have been determined to meet these criteria and that may be used without specific or special review by the Design Review Board.

Section G I fully support the revision to glazing requirements and guidance. The existing requirements for glazing make utilization of passive solar gain difficult or impossible on many sites south of Mountain Village Boulevard. In this area, the predominate view corridor is to the north, as the ski area and this portion of town town slope to the north. The current proposal which allows window placement for light and solar gain and removes various limitations is a significant improvement.

I suggest the Design Regulations be further revised to reduce the frequent reference to the weight and mass of the structure, and in particular to this requirement at higher elevations of the structure. While large elements of stone, concrete, and heavy timbers may make sense at the base of some structures, the repetition of these elements and reference to glazing 'punching through' these elements high on the structure can lead to a very heavy, repetitive, and incoherent design elements. This fixation on 'weight and mass' further limits options to minimize raw material use and increase sustainability of the design and generally reduce the impact of construction. The requirement for massive timbers is particularly out of place when the town is otherwise an advocate of environmental sustainability

In summary, I support the currently proposed draft. The only reservation to my support is that the proposal may not go far enough to bring the regulations into the twenty first century to address sustainability and innovative, sensitive design.

Thank you for consideration of these comments.

Harper Meek



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Tel: 970-728-6268

October 16, 2016

To: Mountain Village Design Review Board

via e-mail to Nichole Zangara <[nzangara@mtnvillage.org](mailto:nzangara@mtnvillage.org)>  
and Glen Van Nimwegen <[GVanNimwegen@mtnvillage.org](mailto:GVanNimwegen@mtnvillage.org)>

Dear Ladies and Gentlemen:

I would like to thank you and express my support for your efforts to revise and update the Design Guidelines of the Mountain Village. My husband and I have been part time residents of Telluride since 1997, for the last 15 years as homeowners in Mountain Village. We anticipate becoming full-time residents in the near future. As I have watched the Mountain Village build out, the existing guidelines, which encourage traditional forms and a small palette of materials, have resulted in homes which have, frankly, a monotonous sameness about them. While I am glad that the board has, in the past, approved homes which are different and sometimes more contemporary in form, it is time to stop making it so difficult for homeowners and architects to gain approval for a wider variety of designs. We attended a meeting of the DRB in July 2016 where the members of the DRB generally liked the design, regarded it as an attractive home and one which was very sensitive to its site, but struggled with how to approve the design because it did not fit the form and roof pitch requirements of the current design guidelines. This was a clear indication to me that it is time to change the guidelines, and I am generally pleased with proposed changes promulgated by Mr. Van Nimwegen. Architecture and living styles change over time<sup>1</sup>, as does the “mountain vernacular” referred to in the design guidelines. Having old guidelines which do not address what people wish to build today makes us uncompetitive when people are choosing where to spend their money on a vacation home, and runs counter to the stated goal to “promote the economic vitality of the town.”<sup>2</sup>

My specific comments regarding the proposed guidelines are as follows:

- I am happy that the new design guidelines include the possibility of flat and low pitched primary roofs, simpler roof forms, and are generally grounded in practicality for a snowy climate. I feel that the old guidelines, with their emphasis on steep gables, resulted in complicated, difficult to maintain shapes when applied to the large homes that are typically built in MV. They also resulted in busy, high forms which tend to tower above the landscape, rather than fit the stated goal “to promote harmony between people and nature that respects and blends with its surroundings and is integrated into the landscape”<sup>3</sup> Flatter, simpler roof forms will go a long way to better blend homes into their sites.
- I am also pleased to see the limitations on glazing reduced in the proposed new guidelines. People come to Telluride for its natural beauty. Current good architectural design practices advocate visually blending interior and exterior, or “bringing the outside in.” The existing guidelines, with their severe limits on window sizes, glazing styles and glass percentages run counter to accessing this beauty. In addition, in a cold, mountain climate, houses should be designed to maximize natural light, and solar gain to the fullest extent. The proposed changes address all of these concerns well.
- I would like to see the design guidelines reduce their emphasis on heavy timbers and stone. Chopping down old growth trees to find “wood with dimensions that are ten inches (10”) or greater for timber or timber veneer and sixteen inches (16”) or greater for log homes or log bases<sup>4</sup>” is a requirement which is not environmentally sensitive. Alternative materials such as structural steel and concrete are in keeping with our mining history and vernacular, and also conform to the stated goal that “design shall be based on solid, heavy building forms that can withstand the extreme natural forces”<sup>5</sup>

The Design Guidelines already recognize that “Architecture within the town will continue to evolve and create a unique mountain vernacular architecture that is influenced by international and regional historical alpine precedents,”<sup>6</sup> and updating the community design guidelines to facilitate this evolution is overdue.

Respectfully submitted,

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<sup>1</sup> See Article: “Emerging Trends in Mountain Residential Architecture” Mountain Living Magazine; [www.mountainliving.com/Homes/Emerging-Trends-in-Mountain-Residential-Architecture/](http://www.mountainliving.com/Homes/Emerging-Trends-in-Mountain-Residential-Architecture/)

<sup>2</sup> Title 17 of Town of Mountain Village Municipal Code, section 17.1.3 F.

<sup>3</sup> Title 17 of Town of Mountain Village Municipal Code, section 17.5.4 B.

<sup>4</sup> Title 17 of Town of Mountain Village Municipal Code, section 17.5.6 A.1.a

<sup>5</sup> Title 17 of Town of Mountain Village Municipal Code, section 17.5.6 A.1.

<sup>6</sup> Title 17 of Town of Mountain Village Municipal Code, section 17.5.4 E.

**NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS  
TO THE COMMUNITY DEVELOPMENT CODE**

Notice is hereby given that the Design Review Board and Town Council will be holding public hearings at the below dates and times to consider amendments to the Mountain Village Community Development Code regarding Chapter 17.5 Design Regulations and Chapter 17.4 Development Review Procedures.

The proposed ordinance will generally have the effect of:

- Changing the materials that are allowed at the base of buildings;
- Changing the requirements for the design of roofs by eliminating gable as the primary form and eliminating the minimum roof pitch requirements;
- Allowing certain synthetic roofing material if previously approved by the Design Review Board;
- Allowing metal to be used on the exterior of structures as more than an accent material;
- Amending the minimum requirement for the amount of glass by removing the maximum percent per elevation and adding design principles;
- Adding criteria that must be met for the review authority to approve a variation to the Design Regulations that requires the variation to support the goals of embracing nature, recalling the past, interpreting the present and moving architectural design in Mountain Village into the future; and
- Revising the process for Design Review to require a two-step process.

The proposed hearings are scheduled as follows:

- The Design Review Board is expected to make a recommendation to the Town Council on the amendments at a public hearing at their meeting of **January 5, 2017 starting at 10 AM**.
- If the Board makes a recommendation , it is expected the Town Council will have the first reading of the draft ordinance at their regular meeting of **January 19, 2017 starting at 8:30 AM**; and
- The Town Council is expected to hold a public hearing for possible adoption of the draft ordinance at their regular meeting of **February 16, 2017 starting at 8:30 AM**.

The complete text of the proposed amendments to the Community Development Code may be obtained by contacting Glen Van Nimwegen, Director of Planning and Development Services at [gvannimwegen@mtnvillage.org](mailto:gvannimwegen@mtnvillage.org) or phone 970-369-8250 or visit Town Hall at 455 Mountain Village Boulevard, Suite A, Mountain Village, CO 81435.

## CHAPTER 17.5 Design Regulations

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### 17.5.1 PURPOSE AND INTENT

The Mountain Village Design Regulations ("Design Regulations") have been established to achieve the following:

- A. Provide clear, consistent, predictable and efficient design standards;
- B. Promote public health, safety and welfare;
- C. Preserve open space and protect the environment;
- D. Enhance the natural beauty of the town's surroundings;
- E. Foster a sense of community;
- F. Promote the economic vitality of the town;
- G. Promote the resort nature and tourism trade of the town;
- H. Ensure that uses and structures enhance their sites and area compatible with the natural beauty of the town's setting and its critical natural resources;
- I. Promote good civic design and development; and
- J. Create and preserve an attractive and functional community.
- J-K. Ensure through DRB review the compliance and compatibility with the town design theme.

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### 17.5.2 APPLICABILITY

- A. The Design Regulations apply to all new development and all development where there is an exterior alteration proposed or where an exterior alteration is required due to a change in use.
- B. Workforce housing development shall be in accordance with the Design Regulations, except that the DRB may, at its discretion, vary the Design Regulations' requirements.

### 17.5.3 DEVELOPMENT APPLICATION PROCESS

The Design Review Process is set forth in the Development Review Procedures in Chapter 4. Further, it is the overall intent of the Design Review Process that the DRB shall be responsible for ensuring the compliance and compatibility with the town design theme as a primary outcome of the process and the DRB may impose direction and/or conditions to applicants in order to ensure such compliance and compatibility. Applicants in the Design Review process shall be responsive to DRB directions and/or conditions regarding design review by providing meaningful responses and shall demonstrate such responses on plan sets prior to proceeding in the Design Review Process after such direction has been given.

### 17.5.4 TOWN DESIGN THEME

- A. The town design theme is directed at establishing a strong image and sense of place for the community within its mountain setting.
- B. - Mountain Village is located in a fragile, high-alpine environment that contains forests, streams, wetlands and mountainous topography. The natural physical features and setting of the town shall inform the design of our buildings to promote harmony between people and nature that respects and blends with its surroundings and is integrated into the landscape.
- C. Architecture and landscaping within the town shall be respectful and responsive to the tradition of alpine design and shall reflect sturdy building forms common to alpine regions.

- D. Architectural expression shall be a blend of influences that visually tie the town to mountain buildings typically found in high alpine environments.
- E. Architecture within the town will continue to evolve and create a unique mountain vernacular architecture that is influenced by international and regional historical alpine precedents. The Town encourages new compatible design interpretations that embrace nature, recall the past, interpret our current time, and move us into the future while respecting the design context of the neighborhood surrounding a site.
- F. The key characteristics of the town design theme are:
  1. Building siting that is sensitive to the building location, access, views, solar gain, tree preservation, and visual impacts to the existing design context of surrounding neighborhood development.
  2. Massing that is simple in form and steps with the natural topography.
  3. ~~Solid, heavy g~~Grounded bases that are designed to withstand alpine snow conditions.
  4. Structure that is expressive of its function to shelter from high snow loads.
  5. Materials that are natural and sustainable in stone, wood, and metal.
  6. Colors that blend with nature.

The Design Regulations set forth herein are intended to achieve these defining characteristics.

#### **17.5.5 BUILDING SITING DESIGN**

##### **A. Design to Fit the Landscape.**

Effective site planning is crucial to designing a building and development that blends into the existing landscape. Building siting shall respect and relate to existing land-forms and vegetation. Design solutions shall be site-specific, organizing the building mass in a way that relates to the terrain and functional constraints of the site.

1. Siting of buildings and routing of driveways, utilities, walkways, drainage, etc., shall be designed to blend with the topography and avoid unnecessary disturbances to existing vegetation, ponds, streams and wetlands.
2. Natural vegetation, ponds, streams and wetlands shall be preserved and protected to the extent practicable while still allowing for the owner’s envisioned development consistent with the Town regulations, standards and the Comprehensive Plan.
3. Due to heavy snowfall experienced in the area, all site plans shall provide a snow shed and storage plan for roofs, walkways and drives. Areas of snow or ice shedding from roofs shall be shown along with methods to protect pedestrian and/or vehicular traffic from injury or damage.

##### **B. Residential Building Siting**

1. Buildings shall be sited based on the consideration of influences such as surrounding development, shade and shadow, views, solar exposure, natural vegetation, and water run-off.
2. View corridors for proposed development shall be specifically preapproved by the review authority as a part of the overall landscape plan pursuant to the applicable requirements of the CDC.
3. The review authority may require the creation of a building envelope to define the area in which all improvements must be located in order to protect the general easement, wetlands, steep slopes, golf course, open space, common areas and similar site features.

- a. When a building envelope is required by the review authority, the applicant may be required by the review authority to submit a site improvement location certificate to ensure all development and improvements occur within the building envelope.

**C. Village Center Building Siting**

1. Building siting within the Village Center shall relate directly to the pre-established or proposed pedestrian walkways, malls and plaza areas. It is imperative that buildings form the walls of these exterior spaces and that circulation routes are uninterrupted, continuous and reinforced by adjacent buildings.
2. Development of a structure to the lot lines shall be allowed on building footprint lots provided Building Codes setbacks are met, adequate fire access is provided and the applicable requirements of the CDC are met.

**D. Sites Adjacent to Open Space**

Prior to the review authority approving the development of a site that proposes grading, clearing, direct drainage, direct access or other direct impact (as solely determined by the review authority) onto an adjoining open space, the applicant shall submit the proposed improvements on the open space to the owner of the affected open space for review and approval.

1. The owner of the open space shall provide the Town with written consent for the development application to proceed or all proposed improvements affecting the open space shall be deleted from the development application.
2. The applicant shall be required to enter into an open space impact agreement with the owner of the open space.
3. The Town may require easements for direct discharge, landscaping, access and similar improvements.

**E. Golf Course Setbacks**

Buildings shall be setback from the golf course fairways, tee boxes and greens. The DRB has the right, during the Design Review Process, to impose greater setback requirements if it determines that unique circumstances exist or if required for safety or aesthetic reasons.

**F. Sites Adjacent to Common Areas**

Prior to development of any site that will directly impact any developed common areas (pedestrian pathways, paver systems, retaining walls, light poles, sodded areas, etc.) by grading, clearing, direct drainage, direct access or other impact (as solely determined by the review authority) the applicant shall be required by the review authority to enter into a common area impact agreement.

**17.5.6 BUILDING DESIGN**

**A. Building Form**

1. ~~The alpine mountain design shall be based on solid, heavy~~ building forms that are well grounded to withstand the extreme natural forces of wind, snow and heavy rain. All buildings shall be designed to incorporate a substantially grounded base on the first floor and at finished grade. Examples of materials which evoke this form are stone, metal.

stucco (for Village Center only), or wood with dimensions that are ten inches (10") or greater for timber or timber veneer and sixteen inches (16") or greater for log homes or log bases. Where the base of a building meets natural grade, the materials must be appropriate to be adjacent to accumulated snow. The following building massing requirements shall be met to achieve this mountain vernacular design:

~~2.1.~~

~~a. All buildings shall be designed to incorporate a heavy, thick massed base on the first floor and at finished grade base of stone, stucco (for Village Center only), or wood with dimensions that are ten inches (10") or greater for timber or timber veneer and sixteen inches (16") or greater for log homes or log bases.~~

~~i. For multi-family, mixed-use and commercial development, the first floor, primary material shall be stone or stucco with metal accent material.~~

~~ii. The DRB may increase the size of the timber or logs depending upon the size and visual weight of the upper floor materials in order to provide the desired heavy, thick building base.~~

~~iii. The heavy, thick building base shall be the primary element with the allowance of secondary, accent exterior materials to break up the mass or provide interest in association with an architectural element.~~

~~3.2.~~ Windows and doors in stone and stucco areas shall be recessed back from the face of the exterior material by a minimum of five inches (5") with variations in the depth of the window and door recessions provided throughout the building to convey the desired heavy, thick massing.

a. Window trim or built up areas around the windows shall not be included in the measurement, such measurement to be made from the predominant face of the exterior wall assembly.

~~4.3.~~ The exterior material requirements reinforce the desired massing set forth in this section.

## B. Exterior Wall Form

### 1. General (Applies to All Development)

- a. The overall form of residential exterior walls shall be simple in design.
- b. Walls need to portray a massing that is substantially grounded to the site, that is strong and thick.

### 2. Village Center Wall Form Additional Requirements

- a. The form of exterior walls within the Village Center shall form and define the public spaces they confine as well as the interior uses of the building. Spaces defined by the walls shall be contained courtyards and plazas or continuous flowing streets. Angles shall be soft, repetitive 90-degree turns and open-ended, disjointed spaces shall be avoided.
- b. Exterior walls along small commercial retail streets and plazas shall reinforce the "village street" concept with relatively narrow frontages and/or vertical "townhouse" proportions. Ground level, commercial spaces shall be architecturally defined from office or residential spaces above.

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C. **Roof Form**

1. **Roof Design Elements**

- a. ~~Primary forms shall be gable. Secondary roof forms may be either gable or shed roof forms. The roof shall be a composition of multiple forms that emphasize sloped planes, varied ridgelines and vertical offsets.~~
  - i. ~~Other primary and secondary roof forms may be approved by the DRB as a specific approval consistent with the roof pitch requirements as set forth herein, and provided the Town design theme is met.~~
- ~~b. Roof forms shall be simple in design to the extent practicable.~~
- e-b. Dormers may be included to add interest and scale to major roof areas and to make habitable use of space within the roofs. Dormers may have gable or shed forms.
- d-c. Roofs shall be designed and insulated to ensure valleys, areas over wall top plates and other similar building spaces do not form ice dams and to prevent the need for heat tracing.
- e-d. The DRB may require long ridgelines to be stepped to avoid long spans of unbroken ridges when such elements are not in proportion to the design and scale of the building, or to ensure the building design is following the topography of the site.
- f-e. Roof ridgelines shall, where practicable, step with the topography of the site following the stepped foundation.
- g-f. The design of roofs shall reflect concern for snow accumulation and ice/snow shedding. Entries, walkways and pedestrian areas shall be protected from ice/snow shedding.
- g. Eaves and fascia shall generally be responsive and proportional to the design of the building.

2. ~~Pitch~~

- a. ~~Primary roof pitches shall be 6:12 to 12:12 except for:~~
  - i. ~~Town shops, recreational facilities, community facilities, public works buildings or buildings with an industrial zoning designation on the site may have lesser slopes approved as a specific approval of the DRB.~~
- b. ~~Secondary shed roof forms shall have a pitch of not less than 4:12 when attached to major building forms.~~
  - i. ~~The Review Authority may allow for roof forms less than 4:12 for secondary roof forms as a specific approval.~~

3. ~~Eaves and Fascia~~

- a. ~~Eaves and fascia shall generally be responsive and proportional to the design of the building.~~

4.2. **Roof Drainage**

- a. Where roofs drip onto pedestrian or other public areas, all multi-family, mixed use or commercial buildings shall provide a system of gutters, downspouts and permitted heat-tape to direct and channel roof run-off into the project's landscape areas and to prevent ice build-up in pedestrian areas. In non-pedestrian or public areas, roofs may drip to cobble lined swales that direct water to the natural or proposed landscape.
- b. All development within the Village Center shall be required to provide an integral guttering system designed into the roof or other DRB approved system of gutters, downspouts and heat-tape to contain roof run-off.
- c. Within the Village Center, all building roof run-off shall be directed to storm sewers or drainage systems capable of handling the volume of run-off. Such system shall be kept and maintained by the owner and/or respective homeowners association in a clean, safe condition and in good repair.



### 5.3. Roof Material

- a. All roofing material shall be of a type and quality that will withstand high alpine climate conditions.
- b. The review authority may require class A roofing materials as a fire mitigation measure.
- c. Permitted roof material outside the Village Center include:
  - i. Rusted, black or gray standing ~~seam~~ seam or corrugated metal;
  - ii. Zinc;
  - iii. Minimum 1/2" slate; and
  - iv. ~~18-22 gauge black or rusted corrugated metal.~~ Synthetic materials that have been approved by the Design Review Board for general use after having been used on individual projects and the Board makes the finding that the material has proven to meet the standards stated below.
- d. 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.
- e. The following roofing materials may be approved by the DRB as a specific approval that is processed as a class 3 development application if the DRB finds the roofing material is consistent with the town design theme and the applicable Design Regulations:
  - i. Copper;
    - (a) Copper shall only be considered when it is proposed with a brown or verde patina finish where visible except for the Village Center where a verde patina finish is required.
    - ~~(b)~~ (b) The copper finish shall be completed prior to issuing a certificate of occupancy.
  - ii. Galvanized corrugated or standing seam metal (not rusted or reflective);
  - ~~iii.~~ Standing seam;
  - ~~iv.~~ iii. Synthetic roofing material that accurately emulates wood shake, concrete and slate tile or any other roofing material permitted or existing in Mountain Village.
    - (a) Synthetic roofing material shall be:
      - (i.) Durable
      - (ii.) High strength, both material and shape;
      - (iii.) Low absorption or permeability;
      - (iv.) High freeze/thaw damage resistance;
      - (v.) Color throughout the tile (not surface applied); and
      - (vi.) High-quality design that fits within the architectural context of the building and the architectural context of the surrounding area.

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- f. The following requirements are applicable to all roofing:
  - i. Metal roofing surface shall not reflect an excessive amount of light when viewed against direct sunlight.
  - ii. Unless the DRB grants a specific approval for a non-rusted metal roof, corrugated and standing seam roofing materials shall be pre-treated to produce rusting prior to placement on the roof, and prior to the issuance of a certificate of occupancy.
- g. The installation or re-installation of wood shakes, glazed tile and asphalt shingles is prohibited, except for the repair or replacement of wood shake areas that are 25% or less of the total roof surface area.
- h. Roof flashing, Gutters Downspouts and Similar Hardware:
  - i. In the Village Center, all exposed metal flashing, gutters, downspouts and other roof hardware shall be copper except when either structural requirements dictate the use of stronger materials such as for snow fences.
  - ii. In all other areas, other metal guttering besides copper may be approved by the review authority to allow it to match roofing material, such as the use of rusty steel guttering on a rusty metal roof.
  - iii. When steel or iron are used, they shall be either rusted to match the roof or finished with a baked on enamel paint or, subject to the prior approval of the review authority, a silicon modified alloy or special epoxy paint system of a color approved by the review authority.

**6.4. Pedestrian Protection.** Due to the potential for heavy snow accumulation, snow shedding shall be expected from sloping roofs onto the adjoining finished grades. It is therefore important that people, structures and improvements be protected from these potential impact loads.

- a. All building entries and shop fronts shall be located at gable ends of buildings or shall be protected by secondary roofs, arcades, balconies or similar structures when they are subject to snow or ice shedding.
- b. Structures, improvements and other pedestrian/public areas shall be protected by structural snow retention devices and other measures, such as snow fences and heat traced gutters.
- c. Snow retention devices shall be designed by a registered, Colorado professional engineer to support structural loads.
- d. Raised planters, retaining walls or similar landscape features shall be used to direct pedestrians away from any snow or ice shed areas and shall be required where a potential volume of snow shed or an especially hazardous area exists due to the height and slope of the roof aspect and similar site-specific considerations.
- e. Mechanical and safety devices shall be provided to safely accommodate snow removal in accordance with federal occupational regulations.

**7.5. Roofing Color/Nonreflective Material.** All roof material ~~colors~~ shall be a non-reflective natural earth or rusted tones that blend with the natural backdrop to the extent practicable.

**D. Chimneys, Vent and Rooftop Equipment Design**

1. Chimney forms shall relate to the overall building.
2. All fireplace flues shall be enclosed; ~~and have with an arched~~ chimney cap that allows the proper draft to flow past the cap as required by any applicable codes and not simply left as exposed metal or clay flues. Chimney enclosures are generally made of stone, stucco or ~~rusted or painted~~ metal, ~~or metal treated to create a natural patina, to complement the roof material.~~ ~~The metal shall be treated to produce rusting.~~
3. All wood-burning fireplaces shall require the installation of a spark arrester.
  - a. Wood-burning fireplaces are only permitted on certain lots as limited by the Solid Fuel Burning Device Regulations.
4. All flues and vents shall be consolidated to the extent allowed by the Building Codes to minimize the visual impacts caused by excessive chimneys, flues and vents.
- ~~5. Chimneys shall be located on the side or rear of a dwelling and not located on the front façade as viewed from the primary access way.~~
- ~~6.5.~~ Vents shall be located on the roof plane that is furthest away from the adjoining public ways.
- ~~7.6.~~ Vents on the roof or on a wall shall be located and designed to ensure the lack of ~~instructions-obstructions~~ from accumulating snowfall.
- ~~8.7.~~ Exhaust vents from commercial kitchens, locker rooms and any other space that may emit undesirable odors shall be designed and located so as to vent from the roof of buildings and thus mitigate ~~and eliminate~~ odors. The review authority has the right to require improvements, such as air cleaners (scrubbers), to any system that does not in its judgment perform satisfactorily.
- ~~8.~~ Rooftop heating and air conditioning equipment, large vent stacks, elevator penthouses, mechanical equipment and building vents and flues shall be designed to be compatible with the overall design of the structure, consolidated into vent enclosures and concealed or screened from public view. Building vents and flues that cannot be consolidated into vent enclosures and/or concealed due to the Building Codes shall be wrapped with an appropriate metal to match the exterior materials of the building so as not to be obtrusive.
- ~~9.~~ 9. Exhaust vents and air conditioning equipment must be located to ensure emitted noise is directed away from public and habitable spaces.

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E. **Exterior Wall Materials.** A mix of materials including Nnatural stone, stucco (only in the Village Center), steel and wood ~~are shall be~~ the primary exterior materials. Proposed exterior materials shall be compatible with surrounding area development.

1. **Stone.** In addition to achieving the building massing requirements, stone walls shall meet the following standards:
  - a. ~~All B~~buildings with wood or other approved exterior materials shall have thirty-five percent (35%) minimum stone walls.
  - b. The stone for building additions shall be included into the overall stone calculation for the entire building and must comply with the stone percentage requirements stated herein.
  - c. The designs shall show stone that is distributed to enhance the overall architecture.
    - i. Stone incorporated in retaining walls that are ~~adjacent to and~~ an integral part of the building design may be included, ~~up to ten percent (10%),~~ in the building's exterior stone material calculation.

- ~~ii. Boulder walls or landscaped walls shall not be considered within calculations of the exterior wall material requirement.~~
- ~~iii.ii. A narrative that describes the pattern, grout, block size and color of the proposed stone. A stone sample and color picture of the proposed stone and setting pattern shall be provided as a part of the Design Review Process application for approval by the review authority.~~
- ~~iv.iii. Any review authority approval for stone shall include a condition that a four foot (4') by four foot (4') mock up board be prepared by the development mason for the review authority to approve the final stone material and setting pattern consistent with the review authority approval. Such mock up shall be provided prior to the installation of any stone and prior to the town conducting the framing inspection (if any), or other trigger point developed by the review authority.~~

2. **Wood.** Wood siding (horizontal or vertical), wood shingles, log, log siding and heavy timbers, and timber veneers are acceptable exterior wood materials. In addition to achieving the building massing requirements, wood siding shall meet the following standards:
  - a. Log and log siding shall be a minimum sixteen inches(16") in diameter on the first and lower floor elevations as provided under the building design standards, and nine inches (9") in diameter on upper floors. When milled logs are used, hand-hewed logs are preferred. When log siding, heavy timber or wood siding are used, corner detailing shall be provided.
  - b. Heavy timber shall be a minimum size of eight inches by eight inches (8" x 8").
  - c. Wood siding shall be a minimum size of one inch by eight inches (1" x 8") in dimension and either painted or stained. Reclaimed barn wood shall be an average of eight inches (8") in width.
  - d. Board and batten wood siding shall not be the predominant siding pattern. When board and batten siding is proposed the minimum size shall be one inch by eight inch (1" x 8") boards and one inch by eight inch (1" x 8") battens.
  
3. **Metal.** The review authority may review and approve metal as ~~an accent~~ siding material, soffit material and fascia material as specific approvals in a development application.
  - a. Permitted metal siding types include rusted corrugated, rusted sheet metal panels, zinc panels, copper panels and other metal types reviewed and approved by the DRB.
  - b. Copper metal shall be treated to produce a patina prior to the issuance of a certificate of occupancy.
  - c. Corrugated metal shall be treated to produce rusting prior to the issuance of a certificate of occupancy.
  
4. **Stucco.** Stucco is only allowed in the Village Center. In addition to achieving the building massing requirements, stucco siding shall meet the following standards:
  - a. The primary exterior wall finish in the Village Center shall be stucco with a minimum use of twenty-five percent (25%) stone and a maximum of twenty percent (20%) wood as an exterior wall material.
  - b. Stucco walls shall portray a building of mass and, therefore, must be used over

- c. Two-coat or three-coat stucco construction shall be detailed on the Design Review Process and construction plans.
  - d. Stucco colors shall be primarily light earth tones and are subject to the approval of the review authority.
  - e. Exterior Insulation Finished System or "EIFS" is prohibited due to the high alpine conditions and the prevalent water damage issues occurring in past EIFS installations.
- 5. **Non-combustible Materials.** The Town Building Codes may require certain non-combustible wall assemblies or synthetic materials. In such circumstances, the DRB may approve non-combustible materials as a specific approval provided it finds such materials are compatible with the town design theme and surrounding area development.
- 6. **Sustainable Green Building Materials.** The DRB may approve sustainable green building materials as a specific approval provided it finds such materials are compatible with the town design theme and surrounding area development.
- 7. **Prohibited Exterior Materials.** The following exterior materials are prohibited:
  - a. Rough sawn plywood, aluminum, fiberglass, T-111 panels, plastic and/or vinyl siding.
  - b. Concrete is limited as an exterior materials for structural elements such as exposed lintels or beams, or as board form concrete with review authority specific approval. Other areas of concrete shall be faced with stone, wood, stucco or metal per the exterior material requirements set forth in this section.

**F. Exterior Color**

Exterior material color shall harmonize with the natural landscape within and surrounding the town. Color shall be natural, warm and subtle. Roofs may be rusted, black or gray standing seams or corrugated metal. Any colors used on details such as trim, fascia and timbers can be stronger and provide contrast to the more subtle tones of large wall or roof areas.

**G. ~~Windows Glazing.~~ Windows shall be designed to meet the following standards: Window design must be responsive to the energy code and site conditions. Each window wall composition will be evaluated on the basis of whether it is an integral part of the structure's complete design. Windows shall be designed to meet the following standards:**

- 1. Window openings and patterns shall be responsive to good solar design principles. The design of exterior walls shall also respond to solar exposures.
  - ~~a. North walls shall typically have no more than twenty percent (20%) glass area unless the primary view is to the north.~~
  - ~~b. South walls shall open to the sun and view.~~
  - e.a. ~~Consistent with the Building Codes,~~ The maximum window area of a building is shall be forty percent (40%) of the total building façade area. Window placement and size shall be sensitive to light spill over to adjacent properties.
    - ~~i. Window area measured as the rough opening area of the windows.~~
    - ~~ii. Façade area measured to the exterior face of the wall assembly.~~

~~2.~~ Large uninterrupted expanses of glass shall be avoided except on southern facades and to primary views.

a. Uninterrupted glass areas on single family dwellings may not exceed forty (40) square feet except in one window area designed as a great room where uninterrupted glass areas may not exceed seventy (70) square feet.

i. The review authority shall determine what constitutes an interruption of the window area on a case by case basis.

(a) Mullions and simulated divided lites shall be responsive in scale to break up continuous bands of glazing. Simulated divided lites shall have internal and external grills with spacers between panes of glazing.

ii. The DRB may allow for larger window areas without interruption as a specific approval.

~~3.2.~~ Combinations of windows shall be used to establish a human scale to building facades in the Village Center.

~~4.3.~~ Windows within grounded base forms shall appear to be punched into ~~massive~~ walls. Window patterns and reveals need to be carefully studied to create interest and variety.

a. All windows in stone or stucco walls shall be recessed so that the exterior face of the glass is set back a minimum of five inches (5") from the outside face of the exterior wall assembly.

i. Built-out eyebrows shall not be used to circumvent the intent of the window recess requirement.

Within the Village Center, the depth of reveals shall vary from the five inches (5") as set forth above with reveals greater than ten inches (10") being more desirable. ~~When bay windows are incorporated in stucco walls, the window recess requirement will be reviewed on an individual basis.~~

ii. ~~When bay windows are incorporated in stucco walls, the window recess requirement will be reviewed on an individual basis.~~

b. ~~When bay windows are incorporated in stucco walls, the window recess requirement will be reviewed on an individual basis.~~

b.a. ~~When bay windows are incorporated in stucco walls, the window recess requirement will be reviewed on an individual basis.~~

~~5.4.~~ Window openings and trim shall be consistent in proportion and scale with the associated building. Materials shall vary in detailing and color while still being compatible with overall building design. Transitional details must be provided that clearly describe connection of glazing to walls.

~~6.5.~~ For residential windows above the pedestrian (ground) level within the Village Center, uninterrupted, maximum glass area shall not exceed sixteen (16) square feet.

~~7.6.~~ Village Center windows at pedestrian (ground) level are also governed by the Commercial, Ground Level and Plaza Area Design Regulations..

~~8.~~ ~~Continuous, repetitive bands of windows shall be avoided.~~

~~9.7.~~ Windows shall have double or triple glazing or high technology glass as required by the Building Codes.

~~10.8.~~ Window frames and trim shall be painted or stained wood, anodized, painted or clad

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aluminum or patina copper clad.

- a. Aluminum is allowed as painted clad material only.
- b. The use of vinyl windows is prohibited.

~~11.9.~~ Divided-lite windows shall be either individual glass ~~lights-lites~~ with real mullions unless special divided-~~light-lite~~ windows with interior spacer bars are otherwise approved by the review authority; or simulated divide lite windows. The use of removable grid (false mullions) is prohibited.

~~12.10.~~ The use of mirrored glass is prohibited.

~~13.11.~~ If shutters or grills are used on exterior walls, they shall be operable and not merely ornamental.

#### **H. Doors and Entryways**

1. For single-family development, doors and entryways shall use handcrafted materials whenever possible. The primary entrance doorways shall establish interest, variety and character and shall be reviewed by the review authority on an individual basis.
2. Within the Village Center and multi-family development, glass, metal and wood doors shall be used to establish interest, variety and character for the tenant spaces.
3. Flush metal doors will not be permitted unless the review authority determines that such doors are semi-concealed from public ways.
4. All doors shall meet the applicable energy code requirements of the Building Codes.
  - a. Hollow metal doors are not permitted.
5. The exterior face of a door shall be recessed a minimum of five inches (5") from the outside face of ~~the exterior wall assembly~~ grounded base.
6. Garage doors shall be rich and interesting. Wood or metal sectional overhead doors of raised panel design may be used.
  - a. Hollow metal doors, metal overhead doors of plain panel or roll-up doors similar to those of a service truck are prohibited.
  - b. Wood garage doors, other than wood sectional overhead doors, shall be reviewed on an individual basis.
  - c. The exterior face of the garage door shall be recessed a minimum of seven inches (7") from the outside face of the exterior wall assembly.

#### **I. Decks and Balconies**

1. Decks and balconies shall be designed to enhance the overall architecture of the building by creating variety and detail on exterior elevations. Combinations of covered decks, projecting balconies and bay windows shall be used.
2. Long, continuous bands of balconies are prohibited.
3. Whenever possible, balconies and decks shall be located in areas of high sun exposure while at the same time preserving views and solar access.

#### **J. Required Surveys and Inspections**

The following surveys and inspections shall be conducted by the Planning Division or the Building Division to ensure development is constructed in accordance with the review authority

approved plans:

1. As required by CDC Section 17.3.12.C, when building height is within five (5) feet or less of the maximum building height or maximum average building height the developer shall submit a monumented land survey that is prepared by a Colorado public land surveyor to establish the maximum building height and the maximum average building height, including but not limited to natural grade, finished grade and the building height measurement points (in USGS datum) prior to the Building Division conducting the required framing inspection.
2. As required by CDC section 17.3.14, when an approved development has a structure, building, grading, hardscape or other similar improvement within five (5) feet or less from the general easement setback, other setback or a lot line, the developer shall submit a monumented land survey prepared by a Colorado public land surveyor to ensure there are no above-grade or below-grade encroachments into the general easement setback prior to the Building Division conducting the required footing or foundation inspection as applicable.
3. Prior to the Building Division conducting the required framing inspection, a four foot (4') by eight foot (8') materials board will be erected on site consistent with the review authority approval to show:
  - a. The stone, setting pattern and any grouting with the minimum size of four feet (4') by four feet (4');
  - b. Wood that is stained in the approved color(s);
  - c. Any approved metal exterior material;
  - d. Roofing material(s); and
  - e. Any other approved exterior materials

This materials board shall remain on the site in a readily visible location until the project receives a certificate of occupancy or a temporary certificate of occupancy.

4. Prior to or concurrent with the Building Division conducting the foundation and framing inspections, the Planning Division shall conduct site inspections to ensure the development is proceeding in accordance with the approved plans.
5. Prior to the issuance of either a certificate of occupancy or a temporary certificate of occupancy, the Planning Division shall inspect the site to ensure the development is constructed in accordance with the approved plans, including but not limited to all exterior materials, windows, exterior lighting, landscaping, drainage and massing.
6. Prior to the Building Division conducting the required footing or foundation inspection for an accessory dwelling unit, a monumented land survey prepared by a Colorado public land surveyor to ensure that an accessory dwelling unit will contain the maximum floor area as approved by the review authority. Such a survey may also be required by the review authority for any other land use that has a maximum or minimum size established by the CDC a PUD or by a development agreement with the Town.





**PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

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

**Agenda Item #18**

**TO:** Town Council

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

**FOR:** Meeting of January 19, 2017

**DATE:** January 9, 2017

**RE:** **Consideration of Approval of Additional Funding for the AECOM Contract Relative to the Town Hall Subarea Master Plan to Include AECOM Attending Adoption Meetings and Preparing Illustrative Renderings**

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**Background**

On February 11, 2016 the Town Council approved a Memorandum of Understanding with Telluride Mountain Village Owners Association (TMVOA) and Telluride Ski and Golf (TSG) on the process to amend the Town Hall Subarea Plan of the Comprehensive Plan. Provisions of the MOU was the formation of a planning committee made up of representatives from the Town, TMVOA and TSG and the costs of the plan would be shared equally among the three entities. We entered into a contract with AECOM for \$172,500 of which 1/3<sup>rd</sup> is part of the Planning and Development Services budget. The contract included the possibility of adding services to include:

- The creation of two perspective renderings of the preferred alternative of the Town Hall Subarea at an additional cost of \$40,000; and
- AECOM staff presenting the final recommendations to the Design Review Board and Town Council at an additional cost of \$5,750.

The planning process has proceeded with two, two-day planning charrettes with the committee and the community. A presentation of the alternatives was made to Council at a special meeting on January 4<sup>th</sup>. A preferred alternative is forming which will be presented to the public in March. The Committee believes the optional renderings would help gain public support for the new vision of the Town Hall area and AECOM staff would greatly assist with the subsequent adoption hearings.

TSG and TMVOA are in agreement with funding the additional services. The Town's portion of the new amount would be \$15,250.

**PROPOSED MOTION**

“I move to approve the funding of the Optional Additional Services 1 and 2 of the AECOM contract and direct staff to approve the appropriate Change Order.”

Attachments:

- AECOM Consulting Services Agreement for the Town of Mountain Village Town Hall Center Subarea Plan

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") effective this 31<sup>st</sup> of August, 2016, is by and between the **Town of Mountain Village**, a home-rule municipality and political subdivision of the state of Colorado (the "Town" or "Client"), and **AECOM Technical Services, Inc.**, a California corporation, ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

### 1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.

1.2 AECOM will provide the work products ("Deliverables") in accordance with the schedule ("Project Schedule"), if applicable, as set forth in **EXHIBIT A**.

2. **TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 21, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. **COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference.

4. **NOTICE** All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

#### TO CLIENT:

##### **Town of Mountain Village**

455 Mountain Village Blvd. Suite A  
Mountain Village, CO 81435

Attn: Glen Van Nimwegen [Project Manager]  
Director of Planning and Development Services  
970-369-8250

#### TO AECOM:

##### **AECOM Technical Services, Inc.**

6200 South Quebec Street  
Greenwood Village, CO 80111, USA

Attn: Nathan O. Pepple [Project Manager]  
Department Manager – Design, Planning + Economics  
Buildings + Places – Denver Metro  
303-357-4128

Claims-related notices shall be copied to:  
Chief Counsel, Americas Design and Consulting Services  
515 South Flower Street, Suite 1050  
Los Angeles, CA 90071

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver.

## **5. AECOM'S RESPONSIBILITIES**

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. [J1]

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) for the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) for placing into operation any plant or equipment; or (vi) for Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project.

## **6. CLIENT'S RESPONSIBILITIES**

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project.

6.2 Client shall furnish to AECOM all information and technical data in Client's possession or control reasonably required for the proper performance of the Services. AECOM shall be entitled to reasonably rely without independent verification upon the information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly required as a defined part of the Services.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property, to the extent to which Client has the ability to grant or acquire such access, as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

7. **INDEPENDENT CONTRACTOR** Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

## 8. **CONFIDENTIALITY**

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be reproduced, transmitted, disclosed or used by AECOM without the consent of Client, except in the proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed to any governmental agency or authority; provided that before making such disclosure, AECOM shall promptly provide Client with written notice of such requirement and a reasonable opportunity for Client to object to the disclosure or to take action that Client deems appropriate to maintain the confidentiality of the Confidential Information.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall be entitled to retain a copy of such Confidential Information relating to the Services or this Agreement for its archives, subject to AECOM's continued compliance with this Article 8.

## 9. **DATA RIGHTS**

9.1 All Deliverables set forth in **Exhibit A** shall become the property of Client upon proper payment for the Services. AECOM shall bear no liability or responsibility for Deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement.

9.2 Notwithstanding Section 9.1 above, AECOM's proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by AECOM and used to develop the Work Product ("AECOM Data"), shall remain the sole property of AECOM. To the extent the Deliverables contain or require the use of AECOM Data, AECOM hereby grants to Client, upon proper payment for the Services, a non-exclusive, non-transferable and royalty-free license to use such AECOM Data solely for the purposes for which the Deliverables were developed.

9.3 Nothing in this Article shall be construed to prohibit AECOM from using skills, knowledge or experience gained by AECOM in the performance of the Services for other purposes, provided that AECOM does not use Client's Confidential Information.

**10. COMPLIANCE** The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

**11. FORCE MAJEURE** Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of Hazardous Materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. AECOM shall be entitled to an equitable adjustment to the Project Schedule in the foregoing circumstances.

## **12. INSURANCE**

**12.1** AECOM will maintain the following insurance coverages and amounts:

- 12.1.1 Workers Compensation insurance as required by Law;
- 12.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee;
- 12.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 12.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 12.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

## **13. INDEMNITY**

**13.1** AECOM agrees to indemnify Client, its officers, directors and employees, from loss or damage for bodily injury or property damage ("Claims"), to the extent caused by AECOM's negligence or willful misconduct.

[J2]

**14. CONSEQUENTIAL DAMAGES WAIVER** IN NO EVENT SHALL EITHER PARTY, THEIR PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **15. DISPUTES RESOLUTION**

**15.1** Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy ("Claim") and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

**15.2** If the Parties cannot resolve the dispute through negotiation, either Party may refer the Claim to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve such Claim. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a party admission. If the representatives are unable to resolve the dispute within 3 weeks, either Party may pursue its respective legal and equitable remedies.

**16. GOVERNING LAW** This Agreement shall be governed by and interpreted under the laws of the State of Colorado, excluding the conflict of law provisions. Venue shall be proper in either the state courts lying within San Miguel County, Colorado or federal courts in Denver, Colorado.

**17. TERMINATION**

17.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

17.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

**18. ASSIGNMENT**

18.1 Neither Party may assign this Agreement without the written consent of the other Party.

18.2 Notwithstanding Section 18.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client; provided, however, that AECOM shall remain liable for the performance, obligations and responsibilities of such Affiliates under this Agreement.

**19. PARTIES IN INTEREST** Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

**20. WAIVER** Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

**21. SEVERABILITY AND SURVIVAL** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 12 (Insurance), 13 (Indemnity), 14 (Consequential Damages Waiver), 15 (Disputes Resolution), 16 (Governing Law), 18 (Assignment), 19 (Parties in Interest) or 21 (Survival) shall survive termination of this Agreement.

**22. PREPARATION OF AGREEMENT** Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

**23. SIGNATURES** Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

**24. ORDER OF PRECEDENCE**

**EXHIBIT C**  
**Consulting Services Agreement**  
**Consulting Services Agreement**  
**EXHIBIT B**  
**EXHIBIT A**  
**Other contract documents**

Change Orders  
Article 25  
Articles 1 through 24 and 26  
Compensation and Payment  
Services

**25. SPECIAL TERMS AND CONDITIONS**


None.

**26. ENTIRE AGREEMENT** This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

**AECOM Technical Services, Inc.**

**CLIENT:**  
**Town of Mountain Village**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

John O'Connor  
\_\_\_\_\_  
Printed Name

Dan Jansen  
\_\_\_\_\_  
Printed Name

Vice President  
Denver Metro Area Delivery Excellence Lead  
\_\_\_\_\_  
Printed Title

Mayor – Town of Mountain Village  
\_\_\_\_\_  
Printed Title

AECOM Technical Services, Inc.  
6200 South Quebec Street  
Greenwood Village, CO 80111

Town of Mountain Village  
455 Mountain Village Blvd. Suite A  
Mountain Village, CO 81435

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## EXHIBIT A

### SERVICES

Services: The detailed scope of work is provided below.

#### **TASK 1.0 Kick Off Meeting**

##### **TASK 1.1 Meeting #1 (WebEx)**

Consultant shall host, facilitate, and attend a WebEx Kick Off meeting with the Town Hall Subarea Committee to introduce the team, confirm the project scope, schedule, and present the approach to developing the Subarea Plan. The meetings and workshops will be discussed and tentatively scheduled. Consultant will subsequently distribute Meeting Minutes and Project Schedule to the team and Client.

#### **TASK 2.0 Data Gathering & Public Participation Kick Off Workshop**

##### **TASK 2.1 Data Gathering**

Consultant shall identify, compile, and review guidelines, policies, plans, manuals, and other documents.

##### **TASK 2.2 Meeting #2 (WebEx)**

Consultant shall host, facilitate, and attend a WebEx meeting with the Town Hall Subarea Committee to confirm understanding of Committee practices and policies, as well as solicit further input from the Client. Consultant will subsequently distribute Meeting Minutes and Project Schedule to the team and Client.

##### **TASK 2.3 AECOM Engage Website Launch**

Consultant will develop initial information content and prepare associated graphics for the Client's review. Consultant will coordinate with the Town of Mountain Village to connect with associated Client's hyperlink on the Town of Mountain Village website. Final version will be posted after written approval has been received from Client following Meeting #3 (below).

##### **TASK 2.4 Informational Flyer #1**

Consultant will develop initial information flyer content and prepare graphic layout for the Client's review. Consultant will coordinate with the Town of Mountain Village to provide digital (pdf) version for the Client's use and distribution, as well as posting a printable link on the project website. Final version will be provided and posted after written approval has been received from Client following Meeting #3 (below).

##### **TASK 2.5 Meeting #3 (WebEx)**

Consultant shall host, facilitate, and attend a WebEx meeting with the Town Hall Subarea Committee to confirm content for website launch and informational flyer. Consultant will subsequently distribute Meeting Minutes and Workshop #2 Schedule to the team and Client.

##### **TASK 2.6 Meeting #4 (WebEx)**

Consultant shall host, facilitate, and attend a WebEx meeting with the Town Hall Subarea Committee to confirm logistics and plan for Workshop #1. Consultant will subsequently distribute Meeting Minutes and Project Schedule to the team and Client.

##### **TASK 2.7 Workshop #1 (TRIP #1: Consultant Team)**

Workshop #1 will consist of a presentation on the purpose and need of the project, project timeline, opportunities for involvement, and will gather input from the community. Facilitators of the public workshop will participate in assessing present and future opportunities of the Town Hall Center Subarea Plan. Information gathered at the workshop, along with concurrent data gathering activities done outside of the community workshop will be used to develop alternatives.

**TASK 2.7.a Workshop #1 Preparation and Overall Responsibilities**

Consultant will be responsible for providing meeting content, including agendas, presentations, and workshop materials. Consultant will also track attendance.

Client will be responsible for securing a venue, scheduling meetings, and issuing invitations to participants.

**TASK 2.7.b Workshop #1 Committee Synthesis Meeting**

Consultant shall facilitate and attend a meeting with the Town Hall Subarea Committee at the Mountain Village Town Hall to overview of Workshop #1 schedule of events and activities. Consultant will receive and address feedback from the Client, including any concerns and/or recommendations.

**TASK 2.7.c Workshop #1 Focus Group Meetings**

Focus Group breakout sessions (up to 5) will be conducted by the Consultant during Workshop #1.

Consultant will:

- 1) review and finalize the focus group list with any additional participants.
- 2) develop a narrative for the Client's use.
- 3) prepare content, including background materials, agendas, and the development of questions to structure focus group discussions
- 4) prepare a summary of key issues and opportunities from each focus group session.

Client will:

- 5) receive narrative, format, use, and distribute to invited stakeholders. .
- 6) identify initial organizations and individuals to participate.
- 7) schedule the focus groups, issue invitations to selected attendees, and track participant attendance with Consultant's support.
- 8) be responsible for any language assistance services that might be required.

**TASK 2.7.d Workshop #1 Stakeholder Interviews**

Consultant will:

- 1) secure and organize consultant participation.
- 2) prepare a logistics plan for the event and all materials, including presentations, questions, and applicable activities.
- 3) facilitate up to twelve (12) sessions
- 4) develop a narrative for the Client's use.
- 5) prepare a summary of key issues, opportunities, and challenges identified during interviews.

Client will:

- 6) receive narrative, format, use, and distribute to invited stakeholders. .
- 7) provide refreshments.
- 8) schedule the event, secure the venue, issue invitations to selected attendees, and track participant attendance with Consultant's support.
- 9) be responsible for any language assistance services that might be required.

**TASK 2.7.e Workshop #1 Conclusion Open House (Public Invited)**

Consultant shall facilitate and attend a meeting with the Town Hall Subarea Committee at the Mountain Village Town Hall to overview outcomes of Workshop #1. Consultant will receive and address feedback from the Client and the Public, including any concerns and/or recommendations. Consultant will subsequently distribute Meeting Minutes and Project Schedule to the team and Client.

**TASK 3.0 Data Synthesis****TASK 3.1 Data Synthesis**

Consultant shall identify, compile, and review outcomes from Workshop #1 and integrate into preferred strategies to the Town Hall Center Subarea Plan.

**TASK 3.2 Meeting #5 (WebEx)**

Consultant shall host, facilitate, and attend a WebEx meeting with the Town Hall Subarea Committee to provide progress materials generated during Data Synthesis efforts, as well as solicit further input from the Client. Consultant will subsequently distribute Meeting Minutes.

**TASK 3.3 AECOM Engage Website Launch**

Consultant update project website when written approval has been received from Client following Meeting #2.

**TASK 4.0 Alternative Development & Charrette****TASK 4.1 Alternative Development**

Consultant shall identify, compile, and review outcomes from Workshop #1 and integrate into preferred strategies to the Town Hall Center Subarea Plan.

**TASK 4.2 Meeting #6 (WebEx)**

Consultant shall host, facilitate, and attend a WebEx meeting with the Town Hall Subarea Committee to confirm logistics and plan for Charrette. Consultant will subsequently distribute Meeting Minutes and Project Schedule to the team and Client.

**TASK 4.3 Charrette with Client - (TRIP #2: Consultant Team)****TASK 4.2.a Charrette with Client**

Consultant shall facilitate and attend a design charrette with the Town Hall Subarea Committee to provide alternative planning design options, as well as solicit further input from the Client. Client will be responsible for providing venue and refreshments. Consultant will subsequently distribute meeting minutes.

**TASK 4.2.b Charrette Follow-Up Open House (Public Invited)**

Consultant shall facilitate and attend a meeting with the Town Hall Subarea Committee at the Mountain Village Town Hall to overview outcomes of Workshop #1. Consultant will receive and address feedback from the Client and public, including any concerns and/or recommendations. Client will be responsible for providing venue and refreshments. Client will schedule the event, secure the venue, issue invitations to selected attendees, and track participant attendance with Consultant's support. Consultant will subsequently distribute Meeting Minutes.

**TASK 4.4 AECOM Engage Website Launch**

Consultant update project website when written approval has been received from Client following Meeting #6.

**TASK 5.0 Preferred Alternative Development & Workshop**

**TASK 5.1 Preferred Alternative Development**

Consultant shall identify, compile, and review outcomes from Workshop #1 and integrate into preferred strategies to the Town Hall Center Subarea Plan.

**TASK 5.2 Meeting #7 (WebEx)**

Consultant shall host, facilitate, and attend a WebEx meeting with the Town Hall Subarea Committee update the Client on design progress, development of the preferred alternative, and to confirm logistics and plan for Workshop #2. Consultant will subsequently distribute Meeting Minutes and Workshop #2 Schedule to the team and Client.

**TASK 5.3 Informational Flyer #2**

Consultant will develop flyer content and prepare graphic layout for the Client's review. Consultant will coordinate with the Town of Mountain Village to provide digital (pdf) version for the Client's use and distribution, as well as posting a printable link on the project website. Final version will be provided and posted after written approval has been received from Client following Meeting #7.

**TASK 5.4 Workshop #2 – (TRIP #3: NP, DW, JM)**

Workshop #2 will consist of a presentation of the integration of outcomes from Workshop #1 into a developed preferred alternative. Feedback will be received from the client, stakeholders, and input from the community. Facilitators of the public workshop will participate in assessing present and future strategies and opportunities provided in the preferred alternative for the Town Hall Center Subarea Plan. Information gathered at the workshop, along with concurrent data gathering activities done outside of the community workshop will be used to update the final plan.

**TASK 5.4.a Workshop #2 Preparation and Overall Responsibilities**

Consultant will be responsible for providing meeting content, including agendas, presentations, and workshop materials. Consultant will also track attendance.

Client will be responsible for securing a venue, scheduling meetings, and issuing invitations to participants.

**TASK 5.4.b Workshop #2 Committee Synthesis Meeting**

Consultant shall facilitate and attend a meeting with the Town Hall Subarea Committee at the Mountain Village Town Hall to overview of Workshop #2 schedule of events and activities. Consultant will receive and address feedback from the Client, including any concerns and/or recommendations.

**TASK 5.4.c Workshop #2 Stakeholder Interviews**

Consultant will:

- 1) secure and organize consultant participation.
- 2) prepare a logistics plan for the event and all materials, including presentations, questions, and applicable activities.
- 3) facilitate three (3) sessions.
- 4) develop a narrative for the Client's use.
- 5) prepare a summary of key issues, opportunities, and challenges identified during interviews.

Client will:

- 6) receive narrative, format, use, and distribute to invited stakeholders.
- 7) provide refreshments.
- 8) schedule the event, secure the venue, issue invitations to selected attendees, and track participant attendance with Consultant's support.
- 9) be responsible for any language assistance services that might be required.

**TASK 5.4.d Workshop #2 Conclusion Open House – Public Invited**

Consultant shall facilitate and attend a meeting with the Town Hall Subarea Committee at the Mountain Village Town Hall to overview outcomes of Workshop #2. Client shall be responsible for hosting public to attend and listen to the meeting. Consultant will receive and address feedback from the Client and public, including any concerns and/or recommendations. Consultant will subsequently distribute Meeting Minutes to the team and Client.

**TASK 6.0 Documentation**

Consultant will provide ongoing documentation and planning alternative studies to contribute to the meetings and workshops, to result in a final recommended Town Hall Center Subarea Plan.

**TASK 6.1 Master Planning, Urban Design, and Architectural Services**

Consultant will provide planning and urban design recommendations for the Town Hall Center Subarea. Services will include participation and attendance in all meetings and presentations outlined in this schedule of tasks, as well as development of the alternatives and final development of the Town Hall Center Subarea Plan. A maximum of three (3) alternatives is anticipated to be developed. Evaluation and development of alternatives will consider input and recommendations received from the consultant team (Architecture, Market Analysis, Transportation and Parking Analysis), the Client (Mountain Village Town Hall Subarea Committee), the Stakeholders, and the Public. Such recommendations are anticipated to be received in meetings and workshops as outlined above.

Architectural services provided will include urban design support through building massing studies in 3D SketchUp modeling software. Architecture services will also include participation in Workshop #1, Workshop #2, and the Meeting #6 Design Charrette.

**TASK 6.2 Public Participation Workshops**

Consultant shall provide preparation, facilitation, and attendance in a series of meetings and workshops as outlined above. The goals of public participation for the project are as follows:

- Engage a diverse group of people representing a cross-section of perspectives and leverage this effort to create opportunities for focused input from the community on master planning, urban design, landscape architecture, architecture, traffic, parking, and other planning aspects to inform the development of strategies, policies, and recommendations.
- Provide opportunities for community input on the project's goals, alternatives, and implementation through public meetings/workshops, an interactive website, and planning charrette for the Town Hall Subarea.
- Consider stakeholder and community input during development of the Town Hall Subarea Plan concepts to encourage a plan that reflects the vision of the Town of Mountain Village, Telluride Ski and Golf, Inc., Telluride Mountain Village Owners Association, and users of the facilities.
- Ensure the coordination of the Town Hall Subarea Plan process with the existing studies and ongoing planning efforts in the area, such as the wayfinding study, gondola extension to the Meadows, and the lift improvements.

**TASK 6.3 Land Use Confirmation and Right-Sizing of Facilities**

AECOM will review potential land uses (such as medical, workforce housing, ski school, hotel, retail, commercial, etc) for three land use alternatives. Recommendations for the amount of square footage will be provided in order to right-size the facilities to complement the existing and proposed uses in the core of Mountain Village. Recommendations will be provided for the preferred land use plan with regard to land uses and facility sizes. An evaluation of comparable industry precedents such as ski school, medical facilities etc. will be provided. The information will be provided in PowerPoint report and final recommendations will be included in the Townhall subarea chapter of the comprehensive plan.

**TASK 6.4 Transportation and Parking Analysis**

The AECOM team will evaluate traffic and circulation impacts of the various development alternatives. A maximum of three (3) alternatives is anticipated. This evaluation will include recommendations for vehicular circulation, access,

pedestrian and bicycle access and mobility needs in the area. This high level analysis will include recommendations for arrival by car, pick-up and drop-off at the gondola, parking demand by use (under each alternative), and the relative traffic volumes anticipated under each alternative.

**TASK 6.5 Engage Project Website**

The AECOM team will develop and maintain both External and Internal websites for the project. These websites will be hosted on AECOM's cloud-based servers maintained by AECOM IT and the Engage Team.

The External, public-facing project website will be visible to the public and allow for sharing of relevant project information. The website is intended to be accessed via a link from the Town of Mountain Village website. The website is configurable to contain comment/feedback forms, event registration, and online surveys to support the Public Participation tasks of the project.

The internal project website will be password-protected and available only to authorized personnel related to the project. The internal website allows users to upload and share documents, view the internal calendar, and view project updates.

**TASK 7.0 Project Management**

Consultant shall provide ongoing project management, including providing team coordination, maintaining project schedules, managing travel coordination, providing WebEx meeting facilitation, providing Workshop logistics coordination, hosting conference calls, providing meeting minutes, and providing contracts/invoicing.

Additional Services:

The following Optional Additional Services are outlined below. Additional Services are not considered part of this contract until officially negotiated, mutually agreed, and executed by change order form (Exhibit C).

**OPTIONAL ADDITIONAL SERVICES**

**TASK 8.0 Presentation Renderings – OPTIONAL SERVICE**

Consultant shall coordinate and produce two (2) illustrative renderings that depict the final preferred alternative in perspective format. Up to two sets of revisions to the illustratives are assumed.

**TASK 8.1 Meeting #8 (WebEx)**

Consultant shall host, facilitate, and attend a WebEx meeting with the Town Hall Subarea Committee to discuss and select the views and content to provide in the two illustrative renderings. Comments and recommendations from the Client will be received and discussed. Consultant will subsequently distribute Meeting Minutes to the team and Client.

**TASK 8.2 Meeting #9 (WebEx)**

Consultant shall host, facilitate, and attend a WebEx meeting with the Town Hall Subarea Committee to discuss the progress of presentation renderings and receive final comments on graphics/content for incorporation. Consultant will subsequently distribute Meeting Minutes to the team and Client.

**TASK 8.3 Presentation Renderings**

Consultant will provide the final two (2) illustrative renderings in jpeg format at 24"x36" at 300dpi resolution. Only two rounds of comments and revisions are anticipated, represented by tasks 8.1 and 8.2 above.

**TASK 9.0 Presentation of Final Town Hall Center Subarea Plan – OPTIONAL SERVICE**

Consultant shall facilitate and attend a kick off meeting with Department staff to introduce the team, confirm the project scope, schedule, and present the approach to developing the Guidelines. The meetings and workshops will be discussed and tentatively scheduled.

**TASK 9.1 Meeting #10 (WebEx)**

Consultant shall host, facilitate, and attend a WebEx meeting with the Town Hall Subarea Committee to discuss the final Subarea Plan presentation to be presented to the Design Review Board. Meeting will also confirm strategy and logistics for the Design Review Board Presentation (Meeting #9). Consultant will subsequently distribute Meeting Minutes to the team and Client.

**TASK 9.2 Meeting #11: Presentation to Town of Mountain Village Design Review Board (TRIP #4: Nathan Pepple Only)**

Meeting #11 will consist of a trip by the project manager only to present the final Town Hall Center Subarea Plan preferred alternative to the Town of Mountain Village Design Review Board and Town Council. The objective of this meeting is to receive and answer questions from the Board and Council prior to the Client's official presentation of the final deliverable. No revisions or refinements are anticipated after the meeting with the Design Review Board. Consultant will subsequently distribute Meeting Minutes to the team and Client.

**Schedule:**

The following Schedule is associated with Tasks described in the above scope of work under "Services".

<b>TASK 1.0</b>	<b>Kick Off Meeting</b>	
<b>TASK 1.1</b>	<b>Meeting #1 (WebEx)</b>	<b>September 2, 2016</b>
<b>TASK 2.0</b>	<b>Data Gathering &amp; Public Participation Kick Off Workshop</b>	
<b>TASK 2.1</b>	<b>Data Gathering</b>	
<b>TASK 2.2</b>	<b>Meeting #2 (WebEx)</b>	<b>September 9, 2016</b>
<b>TASK 2.3</b>	<b>AECOM Engage Website Launch</b>	<b>September 15, 2016</b>
<b>TASK 2.4</b>	<b>Informational Flyer #1</b>	<b>September 15, 2016</b>
<b>TASK 2.5</b>	<b>Meeting #3 (WebEx)</b>	<b>September 13, 2016</b>
<b>TASK 2.6</b>	<b>Meeting #4 (WebEx)</b>	<b>September 15, 2016</b>
<b>TASK 2.7</b>	<b>Workshop #1 – TRIP #1 Consultant Team (Mountain Village, CO)</b>	<b>September 19-21, 2016</b>
<b>TASK 3.0</b>	<b>Data Synthesis</b>	
<b>TASK 3.1</b>	<b>Data Synthesis</b>	
<b>TASK 3.2</b>	<b>Meeting #5 (WebEx)</b>	<b>October 12, 2016</b>
<b>TASK 3.3</b>	<b>AECOM Engage Website Update</b>	<b>October 14, 2016</b>
<b>TASK 4.0</b>	<b>Alternative Development &amp; Charrette</b>	
<b>TASK 4.1</b>	<b>Alternative Development</b>	
<b>TASK 4.2</b>	<b>Meeting #6 (WebEx)</b>	<b>November 15, 2016</b>
<b>TASK 4.3</b>	<b>Charrette with Client – TRIP #2 (Consultant Team) (Mountain Village, CO)</b>	<b>December 27-29, 2016</b>
<b>TASK 4.4</b>	<b>AECOM Engage Website Update</b>	<b>January 2017</b>
<b>TASK 5.0</b>	<b>Preferred Alternative Development &amp; Workshop</b>	



**TASK 5.1 Preferred Alternative Development**

**TASK 5.2 Meeting #7  
(WebEx)**

**February 2017**

**TASK 5.3 Informational Flyer #2**

**February 2017**

**TASK 5.4 Workshop #2 – TRIP #3 (NP, DW, JM)  
(Mountain Village, CO)**

**March 2017**

**TASK 6.0 Documentation**

**TASK 6 Deliverables:**

- A. Project Website
- B. Presentation and Meeting Materials (as outlined in previous tasks)
- C. Draft Report
- D. Pre-Final Report
- E. Final Report

**September 2016 – March 2017**

*ongoing per task*

**February 2017**

**March 2017**

**March 2017**

**TASK 7.0 Project Management**

*ongoing per task*

**Deliverables:**

The following Deliverables are associated with Tasks described in the above scope of work under "Services".

**TASK 1 Deliverables:**

- A. Meeting #1: Kick Off Meeting with Town Hall Subarea Committee (WebEx)
- B. Meeting Minutes
- C. Project Schedule

**TASK 2 Deliverables:**

- A. Meeting #2: Meeting with Town Hall Subarea Committee (WebEx)
- B. AECOM Engage Website Launch – Initial Content
- C. Informational Flyer #1
- D. Meeting #3: Meeting with Town Hall Subarea Committee (WebEx)
- E. Meeting #4: Meeting with Town Hall Subarea Committee (WebEx)
- F. Workshop #1: Public Participation Kick Off (at Mountain Village Town Hall)
- G. Presentation Exhibits
- H. Meeting Minutes

**TASK 3 Deliverables:**

- A. Meeting #5: Meeting with Town Hall Subarea Committee (WebEx)
- B. Meeting Minutes
- C. AECOM Engage Website Progress Update

**TASK 4 Deliverables:**

- A. Meeting #6: Meeting with Town Hall Subarea Committee (WebEx)
- B. Charrette with Town Hall Subarea Committee (at Mountain Village Town Hall)
- C. Meeting Minutes
- D. AECOM Engage Website Progress Update

**TASK 5 Deliverables:**

- A. Meeting #7: Meeting with Town Hall Subarea Committee (WebEx)
- B. Informational Flyer #2
- C. Workshop #2: Public Participation Kick Off (at Mountain Village Town Hall)
- D. Meeting Minutes
- E. AECOM Engage Website Progress Update

**TASK 6 Deliverables:**

- F. Project Website
- G. Presentation and Meeting Materials (as outlined in previous tasks)
- H. Draft Report
- I. Pre-Final Report
- J. Final Report

**TASK 7 Deliverables:**

- A. Meeting Minutes
- B. Project Status Updates
- C. Project Schedules
- D. Contracts and Invoices

Assumptions:

The following Assumptions are associated with Tasks described in the above scope of work under "Services".

1. AECOM assumes the project schedule will begin with a Kickoff Meeting (WebEx) on August 29, 2016 and ends March 31, 2017. In the event that the schedule extends, additional services will be requested of the Client.
2. AECOM assumes up to seven (7) WebEx Conference Calls with the Client.
3. AECOM assumes up to three (3) trips to the Town of Mountain Village, as identified in the above scope of work.
  - a. Attendees for Trip #1 (Task 2.7) will be:
    - i. AECOM (Jacinta McCann, Deanna Weber, Nick VanderKwaak, Nathan Pepple, Micah Giardetti)
    - ii. OZ Architecture (Rob Rydel)
    - iii. Logan Simpson (Bruce Meighen)
    - iv. Pro Forma LLC (Bob Chickering)
  - b. Attendees for Trip #2 (Task 4.3) will be:
    - i. AECOM (Jacinta McCann, Deanna Weber, Nathan Pepple, Micah Giardetti)
    - ii. OZ Architecture (Rob Rydel)
  - c. Attendees for Trip #3 (Task 5.4) will be:
    - i. AECOM (Jacinta McCann, Deanna Weber, Nathan Pepple, Micah Giardetti)
4. AECOM assumes the Client will assist in securing venues, scheduling meetings, and issuing invitations to participants of the Workshops and Charrette.
5. AECOM assumes the Client will be responsible for items as identified for the Client in the above scope of work.
6. AECOM assumes transportation and market services will be limited to High-Level Analysis of Traffic, Transportation, Parking, and Land-Use Assessment/Right-Sizing as outlined in the above Scope of Work.
7. AECOM assumes that architectural services provided by OZ architecture will be limited to massing studies developed in Sketchup software, without balconies, fenestrations, or other intricate detailing. Final deliverable will provide imagery boards to represent architectural character.
8. AECOM assumes services and final deliverable will be at a Master planning and Urban Planning level of detail, and will not be Construction or Design Documentation including Concept or Schematic Design.
9. AECOM assumes Master planning and Urban Planning services will not include a cost estimate. AECOM will provide a high-level cost matrix identifying major components (including major utility impacts) of each alternative that are of low, medium, or high cost implications.
10. AECOM assumes that traffic modeling will be not be undertaken as part of this effort. The traffic impact analysis and parking needs will be calculated through readily available ITE trip generation models/values and associated tools for mixed use development.
11. AECOM assumes the Client will provide all existing data and drawings representing existing conditions to the team for use. These materials include but are not limited to:
  - a. aerial photographs of the full project site
  - b. scaled, surveyed plan information in CAD format
  - c. utility information
  - d. parking data, as collected through previous efforts
  - e. Existing conditions in the Mountain Village Core, as available, including but not limited to:
    - i. Lodging facilities: market positioning (star rating), mix of business (i.e. independent travelers, groups, meetings, weddings), number of rooms, average daily rates by season, occupancies by

- season; Room inventory: the estimated inventory of rooms and rental residences by season
- ii. Commercial retail and restaurant space: list of tenants and space occupied, range of lease rates
  - iii. List and sizing of existing ski school facilities
  - iv. List and sizing of existing healthcare and urgent care facilities.
12. AECOM assumes up to five (5) website updates and assumes the Client can update the website. AECOM will allow the website to be accessed by the client to edit and upload information, if they so choose during the project.
  13. AECOM will develop and provide a list of survey questions to be considered by the Client, who will then wordsmith and select the final survey questions to be hosted through the website, if a survey will be used.
  14. AECOM assumes the client will be provided one round of review of the final deliverable. The client will then provide one issuance of adjudicated, coordinated, and consolidated comments from which AECOM is anticipated to make revisions to graphic content only. AECOM assumes the Client will be responsible for all non-graphic (text or otherwise) revisions related to comments on the final deliverable.
  15. AECOM assumes the final deliverable for the project will be an additional chapter to be inserted by the Client into the existing Comprehensive Plan, to be provided in Adobe PDF and Microsoft Word format.
  16. AECOM will endeavor to perform services that answer or address items as noted by AECOM comments upon the February 12, 2016 Memorandum of Understanding between Mountain Village, Telluride Mountain Village Owners Association and Telluride Ski and Golf, Inc, attached as Exhibit D.
  17. As an optional additional service, AECOM assumes the Project Manager solely will attend one final trip, assumed to be meeting with the Committee, Design Review Board and Town Council as a briefing of the near-final plan that will be presented formally to the Design Review Board and Town Council later by only the Committee. The main intent is for any very last comments to be received prior to their formal presentation by the Committee to Council as outlined in Task 9.

**Budget:**

The following Budget is associated with Tasks described in the above scope of work under "Services" and "Additional Services".

**BUDGET BY DISCIPLINE (TASKS 1 – 7)**

<b>AECOM Planning and Urban Planning</b>	Planning, Graphics, Public Participation, Project Management	\$ 63,000
<b>AECOM Transportation</b>	Transportation/Parking Analysis	\$ 20,000
<b>Logan Simpson</b>	Public Outreach Participation	\$ 12,000
<b>Pro Forma LLC</b>	Land Use Right-Sizing	\$ 15,000
<b>OZ Architecture</b>	Architectural Services	\$ 33,000
<b>Brand New Box</b>	Engage Website Services	\$ 7,000
<b>SUBTOTAL</b>		<b>\$ 150,000</b>
ODC Costs (Travel and Reimbursables)	15% of Subtotal	\$ 22,500
<b>TOTAL</b>		<b>\$ 172,500</b>

**OPTIONAL ADDITIONAL SERVICE #1 (TASK 8)**

<b>AECOM Planning and Urban Planning</b>	2 Perspective Renderings	\$ 15,000
<b>OZ Architecture</b>		\$ 25,000
<b>TOTAL (OPTIONAL SERVICE #1)</b>		<b>\$ 40,000</b>

**OPTIONAL ADDITIONAL SERVICE #2 (TASK 9)**

<b>AECOM Planning and Urban Planning</b>	1 Additional Presentations to Design Review Board & Town Council	\$ 5,000
ODC Costs (Travel and Reimbursables)	15% of Subtotal	\$ 750
<b>TOTAL (OPTIONAL SERVICE #2)</b>		<b>\$ 5,750</b>

**AECOM Project Manager**

Name	Nathan O. Pepple
Title	Department Manager – Design, Planning + Economics Buildings + Places – Denver Metro
Address	6200 South Quebec Street Greenwood Village, CO 80111, USA
Phone Number	303-357-4128
Email Address	nathan.pepple@aecom.com

**Client Project Manager**

Name	Glen Van Nimwegen
Title	Director of Planning and Development Services
Address	Town of Mountain Village 455 Mountain Village Blvd. Suite A Mountain Village, CO 81435
Phone Number	970-369-8250
Email Address	GVanNimwegen@mtnvillage.org

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**EXHIBIT B**

**COMPENSATION AND PAYMENT**

1 **COMPENSATION** The Services set forth in **EXHIBIT A** will be compensated on the following basis:

Advance retainer of THIRTY THOUSAND DOLLARS (\$ 30,000). The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

Time & Material - See Section 2.1 for Hourly Labor Rates

Time and Materials with a Not-to-Exceed ("NTE") amount of \_\_\_\_\_ (). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
Final Report of the Town Hall Center Subarea Plan for inclusion into Comprehensive Plan	\$ 172,500
March 31, 2017	

Cost Plus Fixed Fee: [Cost \$ \_\_\_\_\_ and Fee \$ \_\_\_\_\_]

Other:

2. **RATE SCHEDULE** Compensation shall be based on the following Hourly Labor Rate Schedule:

2.1 **HOURLY LABOR RATE SCHEDULE**

Project Manager	\$
Principal-In-Charge / Planner	\$
Strategic Advisor / Planner	\$
Economist / Market Strategist	\$
Architect	\$
Public Outreach Planner	\$
Transportation Planner	\$
Designer	\$
Web Designer	\$
	\$
	\$
	\$

2.2 **OTHER HOURLY LABOR RATE CATAGORIES** If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

**2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS** The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

**3. REIMBURSEABLE EXPENSES** Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

**4. CHANGE ORDERS** The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

**5. INVOICING** AECOM will invoice Client on a monthly basis unless otherwise set forth herein. If Client disagrees with any portion of an invoice, it shall notify AECOM in writing of the amount in dispute and the specific reason for Client's objection within TEN (10) days of receipt of invoice. Client shall pay the undisputed portion of the invoice as set forth below. Documentation supporting the invoice will be made available upon request.

## **6 PAYMENT**

6.1 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within THIRTY (30) days of receipt without holdback or retention. Amounts remaining unpaid THIRTY (30) days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 17 (Termination) of the Agreement. The Town shall process the payment under this agreement with TSG and TMVOA reimbursing the Town within ten (10) days of the Town making payment to AECOM.

6.2 If the Project is suspended by Client for more than THIRTY (30) days, AECOM shall be paid for all Services performed prior to the effective date of suspension within THIRTY (30) days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.3 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.4 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.5 Client shall make payments to AECOM using one of the following methods:

6.5.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.  
1178 Paysphere Circle  
Chicago, IL 60674

6.5.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address1: Building D  
Address2: 2000 Clayton Road



City/State/Zip: Concord, CA 94520-2425  
Account Number: 5800937020  
ABA Routing Number: 071000039

**6.5.3 WIRE TRANSFER:**

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address: 100 West 33rd St  
City/State/Zip: New York, NY 10001  
Account Number: 5800937020  
ABA Routing Number: 026009593  
SWIFT Code: BOFAUS3N

**6.5.4 Questions related to payment can be sent to:**

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at [cashappsremittance@aecom.com](mailto:cashappsremittance@aecom.com)

(End of page)

AECOM Project Name: Town Of Mountain Village Town Hall Center Subarea Plan  
AECOM Project No.: 60515066  
Change Order No.: \_\_\_\_\_

**EXHIBIT C**

**CHANGE ORDER FORM**

In accordance with the Consulting Services Agreement dated \_\_\_ of August, 20\_\_\_ between **Mountain Village Town Hall Subarea Planning Committee** ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of \_\_\_\_\_, 20\_\_\_\_ modifies that Agreement \_\_\_\_\_ as follows:

**1. Changes to the Services:**


**2. Change to Deliverables:**

--

**3. Change in Project Schedule (attach schedule if appropriate):**

--

**4. Change in CONSULTANT's Compensation:**

The Services set forth in this Change Order will be compensated on the following basis:

- No change to Compensation
- Time & Material (See **Exhibit B** for the Hourly Labor Rate Schedule)
- Time and Materials with a Not- to-Exceed amount of (\$ *Numerical Amount*). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.
- Lump Sum [\$ *Numerical Amount*]

Milestone/Deliverable & Date	Payment Amount
	\$

- Cost Plus Fixed Fee:** [Cost \$ *Numerical Amount* and Fee \$ *Numerical Amount*]

Therefore, the total authorized Compensation, inclusive of this Change Order is \$ *Numerical Amount*.

**5. Project Impact:**

--

6. **Other Changes** (including terms and conditions):

[Empty rectangular box for other changes]

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

**AECOM Technical Services, Inc.**

**CLIENT:  
Mountain Village Town Hall Subarea  
Planning Committee**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

John O'Connor  
\_\_\_\_\_  
Printed Name

Glen Van Nimwegen  
\_\_\_\_\_  
Printed Name

Vice President  
Denver Metro Area Delivery Excellence Lead  
\_\_\_\_\_  
Printed Title

Director of Planning and Development Services  
\_\_\_\_\_  
Printed Title

AECOM Technical Services, Inc.  
6200 South Quebec Street  
Greenwood Village, CO 80111

Town of Mountain Village  
455 Mountain Village Blvd. Suite A  
Mountain Village, CO 81435

[End of Agreement]



# Memo

To: Mayor and Town Council  
From: Dawn Katz, Director  
Date: January 2017  
Re: Mountain Munchkins Semi-Annual Staff Report

## SUMMARY

1. Mountain Munchkins Preschool has started the third year of implementing the Pyramid Model. This social-emotional tool focuses on the teacher to create a positive learning environment. Certification in this nationally recognized program will not only serve to improve our program(s), but also increase leverage when applying for grants.
  - a. During this 18-month training, requirements include two full day trainings, three half day mini trainings, and working with a coach monthly to help implement this tool. Before each coaching session begins, the teacher is assessed using the Teaching Pyramid Observation Tool (TPOT). The goal is to reach “high-fidelity” in teaching the Pyramid Model. Three teachers have reached high-fidelity and have begun peer coaching the assistant teachers.
  - b. A leadership team comprised of the coach, teachers and a parent has been formed to review our assessment and help create an action plan with strategies and goals.
  - c. Six leadership meetings and eight staff meetings have been held so far to ensure these requirements are being met.
  - d. Three staff members have recently passed an interrater reliability course and are now qualified to facilitate the TPOT at other organizations and preschools.
2. In September 2015, Mountain Munchkins received a level two rating through the Colorado Shines program. Colorado Shines is a quality rating and improvement system used to assess, improve and communicate the level of quality in early care and education programs. Mountain Munchkins has begun working toward the level three rating (five is the highest) with the evaluation scheduled for summer 2017.
3. Mountain Munchkins preschool is committed to providing exceptional care that encourages and supports children for school readiness. In May of 2016, the preschool classroom participated in the CLASS (Classroom Assessment Scoring System) tool. During the CLASS assessment, the teachers are evaluated on emotional support, classroom organization and instructional support within the classroom. The preschool staff scored exceptionally high in these domains.
4. As of November 30, 2016, revenues were up approximately five percent and expenses were almost even.
5. The Infant Program is at 100 percent occupancy with a wait list. Most of the families on the wait list are Town of Mountain Village residents.
6. The Toddler Program is full. In 2015, Munchkins separated the one year old toddlers and two year old toddlers in to their own classrooms. This allows Munchkins to enroll a few more children and helps in creating developmentally appropriate activities for each age group.
7. The Preschool Program is at 100 percent occupancy with a wait list.
8. In November, Mountain Munchkins hosted a new fundraiser at the Telluride Conference Center. Family Date Night raised an additional \$3000 toward the tuition assistance program.
9. Mountain Munchkins has submitted a request with Early Learning Ventures to obtain information regarding possible Early Head Start funding from a new grant available to our area. If Mountain

Munchkins is awarded the Early Head Start slots, this will be a five year grant cycle with opportunity to re-apply.

10. Dawn Katz has been working closely with the executive director of the Regional Early Childhood Council on possible solutions to the infant and toddler care need in the community.

## DEPARTMENT GOALS

1. Assure facility operates within licensing guidelines.
2. All daycare operations are properly supervised.
3. Assure staff completes all continuing education requirements to ensure excellence of the programs.
4. Operate within the annual budget.
5. Continue grant funding and fund raising efforts to offset the Town subsidy.
6. Assess and evaluate each child's development in the toddler and preschool programs.
7. Create and maintain strong family partnerships within the program.
8. Replace paper towels in each facility with wash cloths to reduce waste.
9. Create and manage the wait list. Priority is given to families that live and work in the Town of Mountain Village.

## DEPARTMENT PERFORMANCE MEASURES

1. All staff and employee files are current within 60 days of enrollment/employment. Staff to child ratios are maintained 100 percent of the time. Fire, Health and State inspections are current and on file; any violations are corrected within five business days.

**All files are current and ratios are maintained. Mountain Munchkins was cited for a small violation regarding qualified staff during the state inspector's visit in July. The new early childhood teacher requirements state that in order to be a lead teacher, you must have two specific college courses. Mountain Munchkins has four teachers enrolled and working on this requirement.**

2. Play areas and equipment are inspected daily; unsafe materials discarded immediately. Fire/Evacuation drills are conducted monthly. All policies and procedures are current with the State of Colorado Rules Regulating Child Care Centers.

**Dawn Katz has updated the parent handbook to reflect the new changes introduced by the State regarding emergency procedures.**

**Mountain Munchkins staff practice fire and safety drills monthly. Dawn Katz has been working on a relocation drill with Chief Broady.**

3. All staff is current on required training, continuing education and formal education courses. Through grants, staff shall seek and successfully complete formal early childhood college courses.

**Dawn Katz completed a Bachelor's Degree of Arts, majoring in Early Childhood Education Administration in May 2016. Dawn is director certified and has over 13,000 hours of classroom experience. Preschool lead teacher Elizabeth Forsythe is enrolled in college courses with hopes to complete a Bachelor's Degree in Special Education by spring 2017. Brooke Ruggles, Infant and Toddler program supervisor has enrolled at Penn Foster to complete an Associate's Degree in Early Childhood Education. Three other staff members have recently re-enrolled in college courses with emphasis on Early Childhood.**

**All staff are CPR/First Aid certified.**

4. Offset payroll expenses by staffing according to ratios and daily enrollment. Offset operational expenses through parent donated snacks, supplies, and equipment, grants, and fund raising. Department year end expenditure totals do not exceed the adopted budget.

**As of November 30, 2016, revenues were up approximately five percent and expenses were almost even.**

5. Pursue all grant opportunities to offset operational costs. Pursue and coordinate fund raising opportunities to offset operational costs.

**Requested grants and fundraiser revenue for 2017:**

<b>Temple Hoyne Buell:</b>	<b>\$25,000</b>
<b>Just for Kids Grant:</b>	<b>\$6,250</b>
<b>CCAASE Grant:</b>	<b>\$5,000 (projected)</b>
<b>Red Ball Fundraiser:</b>	<b>\$800</b>
<b>Telluride Gives</b>	<b>\$275</b>
<b>Family Date Night</b>	<b>\$3000</b>
<b>Touch-A-Truck:</b>	<b><u>\$13,000 (projected)</u></b>

***TOTAL:*** **\$53,325**

**Mountain Munchkins has taken a voluntary leave from requesting grant funding from the Telluride Foundation for 2017. Mountain Munchkins received a new grant for the tuition assistance program from Temple Hoyne Buell Foundation. Temple Hoyne Buell awarded Mountain Munchkins funding toward the preschool expansion. This is the first time they have assisted with the tuition assistance program.**

6. Toddlers and preschoolers will be observed and assessed in all areas of development. Staff will conduct parent-teacher conferences to discuss child’s progress and pursue additional services if needed.

**Mountain Munchkins is required to assess all preschool children receiving assistance through the Colorado Preschool Program or that may qualify for special education services (using Teaching Strategies Gold) that will attend kindergarten in the fall of 2017. The Teaching Strategies Gold is a research-based, in-depth look into every developmental domain. This assessment tool guides instruction, measures growth over time and pin-points areas in a child’s development that need more attention.**

**Conferences are offered twice a year in the preschool. The infant and toddler room supervisor has completed developmental checklists on all the children enrolled. Conferences were held in November 2016.**

7. Serve as a community resource for families in our community. Offer families opportunities to be part of their child’s early learning experience. Communicate with families about their child’s development and how the program operates. Be available for conferences on an as needed basis. Forward all parenting education opportunities to our families. Utilize child development professionals to observe and access our program and make improvements based on their assessments.

**Through our Pyramid Plus trainings we will offer helpful parent newsletters and informational meetings to encourage and support our Pyramid efforts. Mountain Munchkins’ goal is to host four parent nights per year.**

**I continue to advocate for early childhood education regionally. I am the board president for Bright Futures for Early Childhood and Families. This organization serves the needs of children from birth to age eight in San Miguel, Ouray, Delta and Montrose counties, and supports quality childcare and education as well as health, mental health and family concerns. I also sit on the Colorado Preschool Program Council. The Council assures that at-risk children in our community have access to high quality pre-school programs.**

**Programs who offer Colorado Preschool Program (CPP) spots to at-risk children must meet a set of criteria set forth by the Colorado Department of Education. 30 percent of preschoolers enrolled at Munchkins are considered “at-risk” and are receiving CPP and Special Education services.**

8. Replace paper towels in each facility with wash cloths to reduce waste.

**Mountain Munchkins has replaced paper towels with wash cloths in both centers. The State has also approved the use of environmentally friendly cleaning products. Mountain Munchkins has switched to an environmentally friendly cleaning product called Pure 24. It claims to kill 99.9 percent of all germs. Recycling bins have been placed in each classroom and staff and children are encouraged to recycle whenever possible.**

**The preschool program is scheduled to complete a six week recycling study through the Creative Curriculum program spring of 2017. Last year, the children really enjoyed this study.**

9. Create and manage the wait list.

**Dawn Katz will create and manage the wait list for the program. Priority is given to families that live and work in the Town of Mountain Village. Other families will be considered based on availability.**

**The wait list will be reviewed and updated on a monthly basis by Dawn.**



**Town of Mountain Village**  
**Cable Department**  
**Semi-Annual Report to Town Council**  
**July 2016 to Jan 2017**

**Department Goals**

1. Service the community with the newest technologies available for video services.
2. Service the community with the newest technologies available for Internet services
3. Full compliance with FCC guidelines and reporting requirements.
4. Provide Mountain Village the highest level of customer service.
5. Service the community with the newest technologies available for Phone services
6. Operating the enterprise does not require general tax subsidy.

**Performance Measures**

1. Maintain 75% of units in Mountain Village as video customers.
2. Maintain 80% of units in Mountain Village as data customers.
3. Complete all FCC reports on time
4. Average number of service calls per month with all calls being completed within 24 hours.
5. Average down time of phone customers to be .03% or less
6. The enterprise operates without transfers from the General Fund or other funds of the Town.

The Cable Department is responsible for the care and maintenance of 37 miles of plant which serves 2048 homes, condos, hotels, and apartments.

### **Performance Report**

1. We have maintained 80.2% (national average is 48%) of video customers of homes passed for the 2nd half of 2016. We have increased our Video customers from 1690 to 1705 .
2. We have maintained 85% (national average is 42%) of internet customers of homes passed for the 2nd half of 2016. We have increased our Internet customers from 1832 to 1838.
3. All FCC reports are current.
4. We provide approximately 60 service calls per month all within 24 hours of request.
5. We had 1 Internet outages lasting 2 hours the last 6 months caused by CenturyLink
6. The Cable department is fully self-funded.
7. We completed 601 service truck rolls and 312 cable locates to date in 2016

### **Cable Department Projects and Issues**

Average internet utilization has been 24%. We have completed the process of upgrading our cable billing system to allow for added services. We launched Tv everywhere an internet based VOD that match our existing channels.



**TOWN OF MOUNTAIN VILLAGE  
TOWN MANAGER  
CURRENT ISSUES AND STATUS REPORT  
JANUARY 2017**

**1. Great Services Award Program**

- **Great Services Award – November**
  - **Caley Davis – Vehicle Maintenance** – Outstanding craftsmanship on new Heritage Plaza firepit
  - **Liz Forsyth – Mountain Munchkins** –
    - Sue, as a parent, I want to nominate Ms. Liz from Munchkins for the great service award. Liz is a fantastic teacher, but consistently goes above and beyond. She greets each parent at the end of each day to discuss the day your child had including tough times, good moments, activities and feelings your child had throughout the day. This takes a lot of dedication and attention to detail in a day that I am sure is hectic with so many kids. Liz also handmade tons of pendants to support the night out fundraiser, which certainly took a lot of time that I am sure was outside of work. Not only is Liz a wonderful preschool teacher and peer mentor for the program, she has gone above and beyond to help create our new fundraiser. We are incredibly lucky to have Liz at Munchkins
    - Elizabeth has donated many hours of her personal time to make jewelry and personalized pendants to sell during the event. She has also organized parent volunteers for the bake sale and has created and printed most of the signage being used. Liz has really put her heart and soul into the preschool program and even more so for this event. Mountain Munchkins and the Town of Mountain Village are so fortunate to have her! **WINNER NOVEMBER**
- **Great Services Award – December**
  - **Kip Albanese – Police Department** – helping stranded motorists chain up their vehicle
  - **Jeff Passeul – Parks and Recreation** - for persistence, patience and hard work making ice at the Village pond under difficult circumstances. Excellent customer service and attitude – **WINNER DECEMBER**

**2. Town Hall Subarea Master Plan**

- Attended three meetings with the AECOM team, including public meetings and specific group meetings designed to further develop various design alternatives with input from these groups. The four design alternatives were adjusted based on the input received from the various groups and presented to Council, including the preferred alternative for their conceptual approval
- Next steps include fine tuning the preferred alternative and creating rendered perspectives. Their team will return in March for additional meetings with stakeholders, community, staff, DRB and Council which will include an open house type meeting for the public to present the preferred alternative

- Rendered perspectives of the preferred alternative and having the AECOM team travel to present this alternative as an amendment to the Comprehensive Plan before Council was not included in the original contract. This change order will come before Council for approval at the January meeting

### 3. Miscellaneous

- Attended Town of Telluride's Council meeting to participate in their Council consideration of the Private Public Partnership (P3) Memorandum of Understanding (MOU) for the further development of work force housing. Although Mountain Village and San Miguel County both agreed to enter into the MOU, Telluride Council was not inclined to do so and voted 4 – 3 to not sign the MOU
- Prepared and administered annual evaluations for all of my direct reports prior to the December 31 deadline. Staff as a whole is very appreciative of Council's approval of the merit increase for 2017.
- Jackie and I met with Nichole prior to her departure to ensure continuity until the position is filled, including discussing contract work that will continue to be completed by Nichole
- Of the 39 applications received for the Marketing and Business Development Director position, we conducted five interviews with the top candidates via both Skype and in person. We narrowed those down to four candidates and final interviews will be conducted the week of January 15<sup>th</sup>. Mayor Jansen will participate in the final interviews. We hope to make an offer shortly thereafter and have the position filled in early to mid-February
- Finn and I continue to attend weekly regional sewer plant master plan meetings with Town of Telluride
- Met repeatedly to discuss the status of our water rights with TSG, Finn, our water engineer, water attorney and various other parties. Despite the infrastructure failure at the Bridal Veil Power Plant, which reduced the returns the Town of Telluride could provide back into the San Miguel River, the river flows remained high enough that we did not need to stop pumping water for snowmaking during the critical months of December and early January. Snowmaking operations are now complete
- Attended the Gondola Subcommittee meeting to discuss the economic impact analysis draft RFP together with a proposed trip to Austria in January to tour existing gondola facilities on the advice of our consultant. Jim Loebe and Dan Caton will be representing the Town of Mountain Village, Jeff Proteau on behalf of the ski resort, Anton Benitez and Garret Brafford for TMVOA as well as representatives from Town of Telluride and San Miguel County
- Attended the 20<sup>th</sup> Anniversary of the Gondola at TCC. Great turnout and event
- Attended the second Board meeting of San Miguel Association of Regional Transit (SMART) to move forward with hiring of an attorney and begin searching for and Executive Administrative Director for SMART. Regular Board meeting will be held the second Thursday of each month at 1:00 p.m.

**TOWN OF MOUNTAIN VILLAGE**  
**Town Council Regular Meeting**  
**January 19, 2017**  
**8:30 a.m.**

During Mountain Village government meetings and forums, there will be an opportunity for the public to speak. If you would like to address the board(s), we ask that you approach the podium, state your name and affiliation, and speak into the microphone. Meetings are filmed and archived and the audio is recorded, so it is necessary to speak loud and clear for the listening audience. If you provide your email address below, we will add you to our distribution list ensuring you will receive timely and important news and information about the Town of Mountain Village. Thank you for your cooperation.

**NAME: (PLEASE PRINT!!)**

Kim Montgomery	EMAIL:
Sarah Abbott	EMAIL:
Jim Mahoney	EMAIL:
Laila Benitez	EMAIL:
Dan Jansen	EMAIL:
Michelle Sherry	EMAIL:
Bruce MacIntyre	EMAIL:
Jacqie Kennefick	EMAIL:
Susan Johnston	EMAIL:
Christina Meilander	EMAIL:
Tim Johnson	EMAIL:
Alec Jacobson	EMAIL:
Chris Broady	EMAIL:
Glen Van Nimwegen	EMAIL:
Dawn Katz	EMAIL:
Steve Lehane	EMAIL:
RICH NUTTALL	EMAIL:
R. STEPHAMMA	EMAIL:
Heather Knox	EMAIL:
Julia Felicelli	EMAIL:
Kris Cartoysuk	EMAIL:
Harper Meek	EMAIL:
PAM GULLORY	EMAIL:
Severin Johnson	EMAIL:
LIZ CAYTON	EMAIL:
Greer Gurner	EMAIL:

**TOWN OF MOUNTAIN VILLAGE**  
**Town Council Regular Meeting**  
**January 19, 2017**  
**8:30 a.m.**

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**NAME: (PLEASE PRINT!!)**

DAVID ECKMAN

EMAIL: ddeckman@eckmancm.com

Erich Lange

EMAIL: info@tchnetwork.ca

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Flight Schedule Starting 2/1/17

INBOUND FLIGHTS

**MON**

2974 @ 1127AM  
2976 @ 327 PM

**WED**

2974 @ 1127AM  
2976 @ 327 PM

**THUR**

2974 @ 1127AM  
2976 @ 327 PM  
2977 @ 642 PM ✓

**FRI**

2976 @ 327 PM  
2977 @ 642 PM ✓

**SAT**

2974 @ 1127AM  
2976 @ 327 PM  
2977 @ 642 PM ✓

**SUN**

2974 @ 1127AM  
2976 @ 327 PM  
2977 @ 642 PM ✓

OUTBOUND FLIGHTS

**MON**

2975 @ 830 AM  
2974 @ 1202 PM  
2976 @ 342 PM

**WED**

2976 @ 342 PM

**THUR**

2976@342PM

**FRI**

2975 @ 830 AM  
2976 @ 342 PM

**SAT**

2975 @ 830AM  
2974 @ 1202 PM  
2976 @ 342 PM

**SUN**

2975 @ 830AM  
2974 @ 1202 PM  
2976 @ 342 PM

# Revised vision







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

Activity	2016		2015		Variance	
	MONTH	YTD	MONTH	YTD	Variance	Variance %
<b>Cable/Internet</b>						
# Residential & Bulk Basic Cable	966		924		42	4.5%
# Premium Channel Residential & Bulk Subscribers	553		482		71	14.7%
# Digital Subscribers	255		280		(25)	-8.9%
# Internet Subscribers	1,844		1,693		151	8.9%
Average # Phone Subscribers	107		92		15	16.3%
<b>Village Court Apartments</b>						
Occupancy Rate %	99.55%	98.28%	99.55%	99.36%	-1.08%	-1.1%
# Vacated Units	2	38	3	31	7	22.6%
# Work Orders Completed	37	467	37	440	27	6.1%
# on Waiting List	78		76		2	2.6%
<b>Public Works</b>						
Service Calls	381	4,591	511	4,945	(354)	-7.2%
Snow Fall Inches	54	196	83	249	(53)	-21.3%
Snow Removal - Streets & Prkg Lots Hours	904	3,147	1,054	3,424	(277)	-8.1%
Roadway Maintenance Hours	0	2,916	6	2,775	141	5.1%
Water Billed Consumption Gal.	42,996,000	190,135,000	52,377,000	217,764,000	(27,629,000)	-12.7%
Sewage Treatment Gal.	8,174,000	94,225,000	7,772,000	84,660,000	9,565,000	11.3%
<b>Child Development Fund</b>						
# Infants & Toddlers Actual Occupancy	21.58	255.48	18.50	229.36	26.12	11.4%
# Preschoolers Actual Occupancy	15.20	179.85	14.62	177.11	2.74	1.5%
<b>Transportation and Parking</b>						
GPG (noon snapshot)	8,447	54,573	7,257	31,441	23,132	73.6%
GPG Parking Utilization (% of total # of spaces occupied)	61.2%	32.5%	52.6%	18.7%	13.8%	73.8%
HPG (noon snapshot)	1,976	15,536	2,427	14,213	1,323	9.3%
HPG Parking Utilization (% of total # of spaces occupied)	62.1%	40.2%	76.3%	36.7%	3.5%	9.5%
Total Parking (noon snapshot)	15,536	110,460	15,059	85,739	24,721	28.8%
Parking Utilization (% of total # of spaces occupied)	64.0%	37.4%	62.0%	29.0%	8.4%	29.0%
Paid Parking Revenues	\$40,265	\$269,756	\$43,174	\$354,714	(\$84,958)	-24.0%
Bus Routes # of Passengers	490	46,221	86	43,490	2,731	6.3%
Employee Shuttle # of Passengers	1,385	15,530	1,706	18,752	(3,222)	-17.2%
Employee Shuttle Utilization Rate %	53.5%	52.8%	52.9%	53.6%	-0.80%	-1.5%
Inbound (Vehicle) Traffic (Entrance) # of Cars	69,772	747,922	70,184	751,443	(3,521)	-0.5%
<b>Human Resources</b>						
FT Year Round Head Count	80		80		0	0.0%
Seasonal Head Count (FT & PT)	3		4		(1)	-25.0%
PT Year Round Head Count	19		20		(1)	-5.0%
Gondola FT YR, Seasonal, PT YR Head Count	61		54		7	13.0%
Total Employees	163		158		5	3.2%
Gondola Overtime Paid Hours	251	2689	324	2519	170	6.7%
Other Employee Overtime Paid	67	1226	75	1099	127	11.5%
# New Hires Total New Hires	5	123	13	80	43	53.8%
# Terminations	11	98	8	76	22	28.9%
# Workmen Comp Claims	0	15	0	9	6	66.7%
Workmen Comp Claims Costs	\$0	\$51,999	\$0	\$21,296	\$30,703	144.2%
<b>Marketing &amp; Business Development</b>						
Town Hosted Meetings	4	58	5	55	3	5.5%
Email Correspondence Sent	na	na	5	55	#VALUE!	#VALUE!
E-mail List #	na		2,121		#VALUE!	#VALUE!
Wifi Subscribers	na		9,001		#VALUE!	#VALUE!
Press Releases Sent	na	na	2	26	#VALUE!	#VALUE!
<b>Gondola and RETA</b> <i>Current RETA revenues are unaudited</i>						
Gondola # of Passengers	306,360	2,778,910	295,004	2,617,642	161,268	6.2%
Chondola # of Passengers	25,858	111,256	30,940	122,086	(10,830)	-8.9%
RETA fees collected by TMOVA	\$429,530	\$5,700,043	\$781,193	\$5,416,271	\$283,772	5.2%

Activity	2016		2015		Variance				
	MONTH	YTD	MONTH	YTD	Variance	Variance %			
<b>Police</b>									
Calls for Service	#	390	4,531	488	5,451	(920)	-16.9%		
Investigations	#	23	223	29	229	(6)	-2.6%		
Alarms	#	41	288	20	267	21	7.9%		
Arrests	#	3	20	4	25	(5)	-20.0%		
Traffic Contacts	#	14	215	11	210	5	2.4%		
Traffic Tickets Written	#	3	31	3	42	(11)	-26.2%		
Parking Tickets Written	#	422	3,634	473	3,840	(206)	-5.4%		
Administrative Dismissals	#	5	135	6	122	13	10.7%		
<b>Building/Planning</b>									
Community Development Revenues		\$16,725	\$928,435	\$21,313	\$1,060,824	(\$132,389)	-12.5%		
# Permits Issued		5	107	2	83	24	28.9%		
Valuation of Building Permits Issued		\$189,160	\$17,084,096	\$145,375	\$28,594,841	(\$11,510,745)	-40.3%		
# Inspections Completed		340	3,283	164	2,393	890	37.2%		
# Design Review/Zoning Agenda Items		4	77	2	64	13	20.3%		
# Staff Review Approvals		7	293	15	236	57	24.2%		
<b>Recreation</b>									
Mile of Trails Maintained		14.7	73.8	14.7	73.4	0.40	0.5%		
Platform Tennis Registrations		60	433	35	541	(108)	-20.0%		
Ice Rink Skaters		1688	3723	878	3778	(55)	-1.5%		
Snow Cat Hours		41	284	130	436	(152)	-34.8%		
<b>Plaza Services</b> <span style="float:right">Due to the timing of the packet, trash diversion rates are for the previous month.</span>									
Snow Removal Plaza	Hours	738	2,372	662	1794	578	32.2%		
Plaza Maintenance	Hours	252	3,365	163	2898	467	16.1%		
Lawn Care	Hours	0	1,346	0	1453	(108)	-7.4%		
Plant Care	Hours	0	2,933	0	2958	(25)	-0.8%		
Irrigation	Hours	0	644	0	590	54	9.2%		
TMV Trash Collection	Hours	101	1,238	99	1181	57	4.8%		
Christmas Decorations	Hours	277	1,862	262	1666	196	11.7%		
<b>Vehicle Maintenance</b>									
# Preventive Maintenance Performed		22	200	21	221	(21)	-9.5%		
# Repairs Completed		33	318	29	337	(19)	-5.6%		
Special Projects		2	35	4	49	(14)	-28.6%		
# Roadside Assists		0	4	0	5	(1)	-20.0%		
<b>Finance</b>									
# Employee Based Business Licenses Issued		17	786	14	695	91	13.1%		
# Privately Licensed Rentals		1	87	0	68	19	27.9%		
# Property Management Licensed Rentals		30	390	0	338	52	15.4%		
# VRBO Listings for MV		458	335	335	123	36.7%			
# Paperless Billing Accts (YTD is total paperless customers)		41	666	12	543	123	22.7%		
# of TMV AR Bills Processed		2,138	25,209	2,069	24,341	868	3.6%		
<b>Accounts Receivable - Total Bad Debt Reserve/Allowance: \$20,034</b>									
					<b>General Fund Investment Activity</b>				
	<b>TMV Operating Receivables (includes Gondola funding)</b>		<b>Utilities - Cable and Water/Sewer</b>		<b>VCA - Village Court Apartments</b>				
	Current	\$ 352,936	89.4%	\$ 253,927	85.1%	\$ (11,641)	101.4%	Change in Value	\$245,175
	30+ Days	3,297	0.8%	33,386	11.2%	(157)	1.4%	Ending Balance	\$4,236,996
	60+ Days	1,593	0.4%	4,847	1.6%	317	-2.8%	Investment Income	\$0
	90+ Days	1,815	0.5%	4,320	1.4%	-	0.0%	Portfolio Yield	0.95%
	over 120 days	34,960	8.9%	2,012	0.7%	-	0.0%		
	Total	\$ 394,601	100.0%	\$ 298,493	100.0%	\$ (11,481)	100.0%		
					<b>Change Since Last Month - Increase (Decrease) in AR</b>				
	Current	\$ 14,723	46.0%	\$ 609,945	85.5%	\$ 354,167	102.0%	<b>Other Statistics</b>	
30+ Days	4,205	13.1%	40,731	5.7%	8,642	2.5%	Population (estimated)	1,395	
60+ Days	3,899	12.2%	10,656	1.5%	(5,057)	-1.5%	Registered Voters	1,412	
90+ Days	1,997	6.2%	8,132	1.1%	(7,419)	-2.1%	Property Valuation	294,538,840	
over 120 days	7,205	22.5%	44,177	6.2%	(3,227)	-0.9%			
Total	\$ 32,029	100.0%	\$ 713,641	100.0%	\$ 347,105	100.0%			



## **Mission Statement:**

**To inspire, initiate, and support collaborative community actions that enhance resilient economic, environmental, and social systems.**



Formed in 2007 through an alliance  
between the governments of the  
towns of Mountain Village, Telluride,  
& San Miguel County



In 2013 our focus was refined to  
Reducing Waste, Energy &  
Greenhouse Gas Emission



# ENERGY & GREENHOUSE GAS REDUCTION PROGRAMS



# SMIPA IQ WEATHERIZATION & SMIPA IQ SOLAR

# ECOACTION PARTNERS

TOWARDS A SUSTAINABLE FUTURE



Two great programs...  
...one amazing result!

## SMPA I.Q. SOLAR



## I.Q. WEATHERIZATION







## SMPA IQ Program Income Qualifications for San Miguel County

Maximum income limits for SMPA IQ Program

Household size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
San Miguel	\$47,120	\$53,840	\$60,560	\$67,280	\$72,720	\$78,080

# SMPA IQ WEATHERIZATION & SMPA IQ SOLAR

# SMPA INCOME QUALIFIED (“IQ”) SOLAR PROGRAM



SOLAR ARRAY CAPACITY	PROJECTED RETURN OVER PROJECT LIFETIME:			
<b>150</b> Kilowatts	<b>Empowerment</b>  Total Cash Assistance Generated	<b>Self-Reliance</b>  Kilowatt-hours Generated	<b>Impact</b>  Lbs. CO <sub>2</sub> Saved	<b>Progress</b>  Passenger Vehicle Miles Saved
	<b>\$327,276</b>	<b>4,489,865</b>	<b>8,665,439</b>	<b>9,358,528</b>

**SMPA I.Q. SOLAR**



**SMIPA IQ WEATHERIZATION &  
SMIPA IQ SOLAR:  
30 Participants  
2 MV Residents & 1 MV Employee**



# ENERGY & GREENHOUSE GAS REDUCTION PROGRAMS (continued)



# GREENLIGHTS REGIONAL LED PROGRAM



Since 2015 Greenlights has served 343 households, supplying 7,362 LED Bulbs to the communities of Telluride, Ridgway, Ouray and San Miguel and Ouray Counties

**GREENLIGHTS LED PROGRAM**



This equates to a savings of  
190,000 lbs of CO<sub>2</sub> annually!

We invite Mountain Village to  
participate in Greenlights in 2017

**GREENLIGHTS LED PROGRAM**



# ENERGY & GREENHOUSE GAS REDUCTION PROGRAMS (continued)





# Sneffels Energy Board coordination:

Mountain Village, Telluride, Norwood, Ophir,  
Ridgway, Ouray

San Miguel & Ouray County

SMPA

Black Hills Energy (previously SourceGas)



**Greenhouse Gas Emissions Tracking**  
for the Government & Community (since 2009)

**Regional GHG Impact Report** to be released  
highlighting MV efforts & accomplishments (&  
others communities)



# ENERGY & GREENHOUSE GAS REDUCTION PROGRAMS (continued)



- TRI-STATE ELECTRICITY MIX
- ENERGY EFFICIENCY BUILDING CODES
- TECH ASSISTANCE FOR MV SMART BLDG PROGRAM
- COLORADO C-PACE PROGRAM



# WASTE REDUCTION PROGRAMS



# REGIONAL COMPOSTING



# CDPHE Planning Grant Summary of Findings



## CDPHE Planning Grant Results

- **Festivals & Large Scale Compost:**  
support commercial composting facility

- **Restaurants:**

Participation needed; hope to include TSG  
EcoAction working on Waste Composition  
Study with TSG





## **CDPHE Planning Grant Results (cont)**

- Neighborhood Composting Units**

**Phase One, Target neighborhoods with existing enclosed facilities & power:**

**Ophir, Lawson & Ridgway.**

**We would like to include a site in MV in Phase One, if one can be identified**



## CDPHE Planning Grant Results (cont)

The full report covering glass, construction materials & more will be presented at a future IG meeting  
Also available on EcoAction Partners website: [www.ecoactionpartners.org](http://www.ecoactionpartners.org)



# WASTE REDUCTION PROGRAMS (continued)



## 2017 Regional Composting Grants

- CDPHE Implementation Grant
- Rathmann Challenge Grant



## Mountain Village work related to these grants includes:

- Determining a site in MV for a Neighborhood Composting unit
- Working with TSG on a waste audit



## **Regional Electronics Recycling**

**EcoAction will be coordinating the  
Regional Electronics Recycling  
(previously handled by SMC)  
Benefits MV Residents & Property  
Management Companies**



## Sunset Concert Series Cups

Seeking clarification, or a possible variance, from the State of CO, to replace the single-use cups currently required for the Sunset Concerts common consumption liquor license.



# EDUCATION & OUTREACH PROGRAMS





# Green Business Certification



**Mountain Village Certified Businesses:**  
Inn at Lost Creek & Talay Grille,  
Boot Doctors / Paragon, Fairmont Heritage  
Place, Telluride Resort Store, Luminosity,  
Telluride Naturals, & Hotel Madeline



# Truth or Dare School Program



**Truth or Dare served intermediate school students at the Telluride School District, all students at Mountain School, and grade level participation in Norwood Ridgway, & Ouray Schools.**

*Thank You!*



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