

TOWN OF MOUNTAIN VILLAGE
TOWN COUNCIL REGULAR MEETING
THURSDAY, JULY 16, 2020, 8:30 AM
TO BE HELD REMOTELY VIA ZOOM WEBINAR

AGENDA **REVISED**

https://zoom.us/webinar/register/WN_1shdtAD5RvGXmJfvdvWr0w

(see login details below)

7.10.20

	Time	Min	Presenter	Type	
1.	8:30				Call to Order
2.	8:30	30	Mahoney	Legal	Executive Session for the Purpose of Receiving Legal Advice Pursuant to C.R.S. 24-6-402(4)(b), and for the Purpose of Negotiations Pursuant to C.R.S. 24-6-402(4)e <i>(A description of the items for Executive Session shall be posted on an amended agenda within 24 hours of the meeting date or in the event there are no executive sessions items, this agenda item will be removed)</i>
3.	9:00	5			Public Comment on Non-Agenda Items
4.	9:05	5	Johnston	Action	Consent Agenda: All matters in the Consent Agenda are considered to be routine by the Town Council and will be enacted with a single vote. There will be no separate discussion of these Items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately: <ul style="list-style-type: none"> a. Consideration of Approval of the June 4, 2020 Special Town Council Meeting Minutes b. Consideration of Approval of the June 11, 2020 Special Town Council Meeting Minutes c. Consideration of Approval of the June 18, 2020 Regular Town Council Meeting Minutes
5.	9:10	5	Johnston	Action	Consideration of an Ethics Commission Appointment: <ul style="list-style-type: none"> a. One Regular Seat
6.	9:15	30	Swain	Informational Action	Finance: <ul style="list-style-type: none"> a. Presentation of the June 30, 2020 Business & Government Activity Report (BAGAR) b. COVID-19 Revenue Impact Modeling Update c. May 31, 2020 Financials
7.	9:45	10	Mahoney Swain	Action Legislative	Second Reading and Public Hearing Amending Chapter 3.04, Sales Tax, of the Town of Mountain Village Municipal Code to Enable the Collection of Sales Tax from Remote Sales
8.	9:55	15	Mahoney Swain	Action	Consideration of Approval of a Sales and Use Tax Software Agreement with the Colorado Department of Revenue for Collection of Remote Sales Tax
9.	10:10	25	Harrington Haynes	Action Legislative	First Reading and Setting of a Public Hearing of an Ordinance Regarding CDC Amendments to Chapter 17.7 Sections 17.7.2-17.7.21, Building Regulations, Adopting the 2018 Editions of the International Building Code, International Residential Code, International Energy Conservation Code, International Mechanical Code, International Fuel Gas Code, International Property Maintenance Code, the 2018 International Plumbing Code Edition of the International Plumbing Code (as Adopted by the State with Local Exceptions), the 2020 National Electrical Code (as Adopted by the State with Local Exceptions) and the 2018 Edition of the International Fire Code (as Adopted by the Telluride Fire Protection District with Local Exceptions), and the 2018 Existing International Building Code
10.	10:35	15	Kjome	Action	Consideration of an Agreement Between Bruin Waste Management and the Town of Mountain Village for Residential Refuse Collection and Disposal Services and Residential Curbside Recycling Services

11.	10:50	15	Dohnal Montgomery	Informational	Staff Reports: a. Marketing & Business Development b. Town Manager
12.	11:05	10	Adamson Haynes Kjome	Informational	Village Court Apartments (VCA) Monthly Update a. VCA Resident Satisfaction Survey Executive Summary
13.	11:15	10	Maenpa	Informational	Telluride Regional Airport Authority (TRAA) Bi-Annual Report
14.	11:25	10	Jett	Informational	Green Team 2 nd Quarter Report
11.	11:35	5			Other Business
12.	11:40				Adjourn

Please note that times are approximate and subject to change.

You are invited to a Zoom webinar.
When: Jul 16, 2020 08:30 AM Mountain Time (US and Canada)
Topic: July 16, 2020 Regular Town Council Meeting

Register in advance for this webinar:
https://zoom.us/webinar/register/WN_1shdtAD5RvGXmJfvdvWr0w

After registering, you will receive a confirmation email containing information about joining the webinar.

SJ
7/2/2020

Public Comment Policy:

- The Town Council will take your comments during all virtual Town Council meetings through the zoom conference app for items proper to receive public comment via the written comment feature on zoom.
- Please do not comment until the presiding officer opens the agenda item to public comment. Public comments submitted outside of the proper time may not be considered.
- All those wishing to give public comment must identify their full name and affiliation, if any, to the Town of Mountain Village.
- Please keep your comments as brief and succinct as possible as they will be read aloud at the meeting. Please refrain from repeating what has already been said by others in the interest of time. You may simply state that you agree with a previous speaker's comments.
- Commenters shall refrain from personal attacks and maintain a civil tone while giving public comment.

**TOWN OF MOUNTAIN VILLAGE MINUTES OF
THE JUNE 4, 2020
SPECIAL TOWN COUNCIL MEETING DRAFT**

Agenda Item 4a

The meeting of the Town Council was called to order by Mayor Laila Benitez at 8:31 a.m. on Thursday, June 4, 2020. Due to the Town's Disaster Declaration of March 19, 2020 related to the COVID-19 virus, the meeting was held with virtual access provided through Zoom.

Attendance:

The following Town Council members were present and acting:

Laila Benitez, Mayor
Dan Caton, Mayor Pro Tem
Patrick Berry
Pete Duprey
Natalie Binder
Marti Prohaska
Jack Gilbride

The following Town Council members were absent:

Also in attendance were:

Kim Montgomery, Town Manager	Robert Stenhammer
Susan Johnston, Town Clerk	Cath Jett
Christina Lambert, Senior Deputy Town Clerk	Sherri Reeder
Jim Mahoney, Assistant Town Attorney	Valerie Child
Chris Broady, Chief of Police	Madeline
Sue Kunz, Director of Human Resources	Jack Wolinetz
Kevin Swain, Director of Finance	Anton Benitez
Julie Vergari, Chief Accountant	
Zoe Dohnal, Business Development and Sustainability Senior Manager	
Kathrine Warren, Public Information Specialist	
Michelle Haynes, Director of Planning & Development Services	
John Miller, Planner II	
Jim Loebe, Director of Transit & Recreation	
Finn Kjome, Director of Public Works	
Lindsay Niehaus, Billing and Accounts Receivable Specialist	

Executive Session for the Purpose of Receiving Legal Advice Pursuant to C.R.S. 24-6-402(4)(b), and for the Purpose of Negotiations Pursuant to C.R.S. 24-6-402(4)e (2)

On a **MOTION** by Marti Prohaska and seconded by Pete Duprey, Council voted unanimously to enter into Executive Session for the Purpose of Receiving Legal Advice Pursuant to C.R.S. 24-6-402(4)(b), and for the Purpose of Negotiations Pursuant to C.R.S. 24-6-402(4)e at 8:33 a.m.

Council returned to open session at 9:07 a.m.

Council moved to agenda item 5.

Consideration of an Emergency Ordinance Amending Emergency Ordinance 2020-06 Concerning the Coronavirus (Covid-19) Public Health Emergency in Order to Add Language Imposing Penalties for Violations of Lawfully Enacted Public Health Orders within San Miguel County (3)

Attorney Jim Mahoney presented. Council discussion ensued. 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 Marti Prohaska, Council voted 7-0 to adopt an Emergency Ordinance amending Emergency Ordinance 2020-06 concerning the Coronavirus (Covid-19) Public Health Emergency in order to add language imposing penalties for violations of lawfully enacted Public Health Orders within San Miguel County.

Discussion Regarding the Request For Proposal (RFP) for the Potential Sale of Village Court Apartments (VCA) (4)

Director of Planning and Development Services Michelle Haynes presented stating that three Community Forums have been set for Tuesday, June 9 at 5:00 p.m., Wednesday, June 10 at 11:00 a.m. and Monday, June 15 at 5:00 p.m. Council discussion ensued.

Update on Re-opening of Mountain Munchkins (5)

Mountain Munchkins Director Dawn Katz presented her update. Council discussion ensued.

Council moved to agenda item 3.

County Health Order Update (6)

Jim Mahoney presented the update stating that the County Order is more in line with the State Order.

Other Business: (7)

1. Discussion Regarding Face Covering Requirements

Mayor Benitez opened the discussion to pass an Emergency Mayoral Order requiring face coverings. This Order would expire on June 11, 2020. At that time Council would consider passing an Emergency Ordinance continuing the requirement. The Mayor read the public comment statement. Public comment was received by Valerie Child, Jack Wolinetz and Cath Jett. Council consensus was in favor of the Order.

There being no further business, on a **MOTION** by Jack Gilbride and seconded by Natalie Binder, Council voted unanimously to adjourn the meeting at 9:58 a.m.

Respectfully prepared and submitted by,

Susan Johnston
Town Clerk

**TOWN OF MOUNTAIN VILLAGE MINUTES OF
THE JUNE 11, 2020
SPECIAL TOWN COUNCIL MEETING DRAFT**

Agenda Item 4b

The meeting of the Town Council was called to order by Mayor Laila Benitez at 8:30 a.m. on Thursday, June 11, 2020. Due to the Town's Disaster Declaration of March 19, 2020 related to the COVID-19 virus, the meeting was held with virtual access provided through Zoom.

Attendance:

The following Town Council members were present and acting:

Laila Benitez, Mayor
Dan Caton, Mayor Pro Tem
Patrick Berry
Pete Duprey
Natalie Binder
Marti Prohaska
Jack Gilbride

The following Town Council members were absent:

Also in attendance were:

Kim Montgomery, Town Manager
Susan Johnston, Town Clerk
Christina Lambert, Senior Deputy Town Clerk
Jim Mahoney, Assistant Town Attorney
Chris Broady, Chief of Police
Kevin Swain, Director of Finance
Julie Vergari, Chief Accountant
Zoe Dohnal, Business Development and Sustainability Senior Manager
Kathrine Warren, Public Information Specialist
Michelle Haynes, Director of Planning & Development Services
Jim Loebe, Director of Transit & Recreation
Jim Soukup, Chief Technology Officer
Kate Burns, Controller
Rick Flores
Julia Caulfield

Executive Session for the Purpose of Receiving Legal Advice Pursuant to C.R.S. 24-6-402(4)(b), and for the Purpose of Negotiations Pursuant to C.R.S. 24-6-402(4)e (2)

On a **MOTION** by Patrick Berry and seconded by Dan Caton, Council voted unanimously to enter into Executive Session for the purpose of receiving legal advice pursuant to C.R.S. 24-6-402(4)(b), and for the purpose of negotiations pursuant to C.R.S. 24-6-402(4)e (2) at 8:33 a.m.

Council returned to open session at 8:59 a.m.

Consideration of an Emergency Ordinance Requiring Face Coverings to be Worn Inside all Places of Public Accommodation (3)

Attorney Jim Mahoney presented. Council discussion ensued. On a **MOTION** by Jack Gilbride and seconded by Dan Caton, Council voted unanimously to adopt an Emergency Ordinance requiring face coverings to be worn inside all places of public accommodation.

Other Business: (4)

Council consensus was to conduct special meetings every other week (Thursday) moving forward and to add meetings when necessary, at Council's discretion. Marti Prohaska thanked Jim Loebe and Rob Johnson for their assistance and support of the food delivery program.

There being no further business, on a **MOTION** by Patrick Berry and seconded by Dan Caton, Council voted unanimously to adjourn the meeting at 9:15 am.

Respectfully prepared and submitted by,

Susan Johnston
Town Clerk

**TOWN OF MOUNTAIN VILLAGE MINUTES OF
THE JUNE 18, 2020
REGULAR TOWN COUNCIL MEETING DRAFT**

Agenda Item 4c

The meeting of the Town Council was called to order by Mayor Laila Benitez at 8:32 a.m. on Thursday, June 18, 2020. Due to the Town's Disaster Declaration of March 19, 2020 related to the COVID-19 virus, the meeting was held with virtual access provided through Zoom.

Attendance:

The following Town Council members were present and acting:

Laila Benitez, Mayor
Dan Caton, Mayor Pro Tem
Patrick Berry
Pete Duprey
Marti Prohaska
Jack Gilbride

The following Town Council members were absent:

Natalie Binder

Also in attendance were:

Kim Montgomery, Town Manager
Susan Johnston, Town Clerk
Christina Lambert, Senior Deputy Town Clerk
Jim Mahoney, Town Attorney
Chris Broady, Chief of Police
Jamie Holmes, Director of Human Resources
Kevin Swain, Director of Finance
Julie Vergari, Chief Accountant
Zoe Dohnal, Business Development and Sustainability Senior Manager
Kathrine Warren, Public Information Specialist
Michelle Haynes, Director of Planning & Development Services
John Miller, Planner II
Luke Adamson, VCA Manager
Jim Loebe, Director of Transit & Recreation
Jim Soukup, Chief Technology Officer
Finn Kjome, Director of Public Works
JD Wise, Assistant Director of Public Works
Kate Burns, Controller

Public Comment on Non-Agenda Items (2)

There was no public comment.

Consent Agenda (3)

All matter in the Consent Agenda are considered to be routine by the Town Council and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately:

- a. **Consideration of Approval of the May 14, 2020 Special Town Council Meeting Minutes**
- b. **Consideration of Approval of the May 21, 2020 Regular Town Council Meeting Minutes**
- c. **Consideration of Approval of the May 28, 2020 Special Town Council Meeting Minutes**
- d. **Consideration of Approval of the June 4, 2020 Special Town Council Meeting Minutes**

Town Clerk Susan Johnston presented. On a **MOTION** by Dan Caton and seconded by Marti Prohaska, Council voted unanimously to approve the Consent Agenda as presented.

Finance: (4)

Director of Finance Kevin Swain presented.

- a. **Presentation of the May 31, 2020 Business & Government Activity Report (BaGAR)**

Council discussion ensued.

- b. **May 31, 2020 Revenue Forecast Report**

Council discussion ensued.

- c. **Presentation of the April 30, 2020 Financials**

Council discussion ensued. On a **MOTION** by Patrick Berry and seconded by Pete Duprey, Council voted unanimously to approve the April 30, 2020 Financials as presented.

- d. **2021 Budget Policies and Goals**

Council discussion ensued. Council consensus was in favor of the direction stated in the Town Council Budget 2021 Goals, Policies and Initiatives packet materials.

First Reading and Setting of a Public Hearing on an Ordinance Amending Chapter 3.04, Sales Tax, of the Town of Mountain Village Municipal Code to Enable the Collection of Sales Tax from Remote Sales (5)

Town Attorney Jim Mahoney presented. Council discussion ensued. On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted 5-0 with Natalie Binder and Pete Duprey absent, to approve on first reading an Ordinance amending Chapter 3.03, Sales Tax, of the Town of Mountain Village Municipal Code to enable the collection of sales tax from remote sales and to set the second reading, public hearing and final vote for July 16, 2020.

Second Reading, Public Hearing and Council Vote on an Ordinance to Correct Community Development Code (CDC) Errors, Provide Clarifications and Make Minor Amendments at Chapters 17.3 Zoning and Land Use Regulations, 17.4 Development Review Procedures, and 17.5 Design Regulations (6)

Senior Planner John Miller presented. Council discussion ensued. On a **MOTION** by Marti Prohaska and seconded by Jack Gilbride, Council voted 5-0 with Natalie Binder and Pete Duprey absent, to adopt an Ordinance to correct Community Development Code (CDC) errors, provide clarification and make minor amendments at Chapters 17.3 Zoning and Land Use Regulations, 17.4 Development Review Procedures, and 17.5 Design Regulations as presented.

Presentation and Consideration of the Revised Trails Master Plan (7)

On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted unanimously to remove this item from the agenda.

Ratification Of Colorado Communities For Climate Action 2020-2021 Policy Statement Letter (8)

On a **MOTION** by Jack Gilbride and seconded by Marti Prohaska, Council voted unanimously to continue this item to the future meeting.

Council moved to agenda item 10.

Consideration of Issuance of a Request for Proposals for the Potential Sale of Village Court Apartments (9)

Town Attorney Jim Mahoney presented. Council discussion ensued. Jim Mahoney will collaborate with a commercial real estate attorney to assist with the transaction. The Mayor opened public comment. Public comment was received from Douglas Tooley and Stephanie Solomon via written zoom chat. The VCA Resident Committee is committed to engage in conversation regarding this RFP process and promote community outreach efforts. On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted unanimously to engage a commercial real estate attorney to consult on the RFP and to table this agenda item to a date uncertain.

Discussion Regarding CDC Amendments to Chapter 17.7 Sections 17.7.2-17.7.21, Building Regulations, to Discuss the Adoption of the 2018 Editions of the International Building Code, International Residential Code, International Energy Conservation Code, International Mechanical Code, International Fuel Gas Code, International Property Maintenance Code, the 2018 International Plumbing Code Edition of the International Plumbing Code (as Adopted by the State with Local Exceptions), The 2020 National Electrical Code (as Adopted by the State with Local Exceptions) and the 2018 Edition of the International Fire Code (as Adopted by the Telluride Fire Protection District with Local Exceptions), and the 2018 Existing International Building Code (10)

Director of Planning and Development Services Michelle Haynes and Building Official Drew Harrington presented. Council discussion ensued. Council consensus was in support of the CDC Amendments as discussed and the item will be agendized for a first reading once it is brought before Design Review Board

Pete Duprey left the meeting from 9:04 a.m. to 9:20 a.m.

Village Court Apartments (VCA) Monthly Update (11)

Michelle Haynes and VCA Manager Luke Adamson presented. Council discussion ensued.

a. Appointment of a Regular Seat to the VCA Resident Committee

On a **MOTION** by Jack Gilbride and seconded by Marti Prohaska, Council voted unanimously to appoint Ron Cheroske to the regular seat on the VCA Resident Committee.

Staff Reports: (12)

a. Town Manager

Town Manager Kim Montgomery presented her report. Council discussion ensued. Jim Soukup presented an update on the Town fiber project.

Other Business: (13)

Zoe Dohnal provided a Business Development Advisory Committee update. Susan Johnston updated Council on a vacancy on the Ethics Commission. The regular seat will be appointed at the July 16 Regular Town Council meeting. Marti Prohaska provided an update on the Telluride Historic Museum Committee.

The Mayor read the Public Comment statement. Public comment was received from Douglas Tooley via Zoom Webinar Chat.

Council took a break from 10:06 a.m. to 10:16 a.m.

Council moved to agenda item 9.

There being no further business, on a **MOTION** by Marti Prohaska and seconded by Patrick Berry, Council voted unanimously to adjourn the meeting at 10:51 a.m.

Respectfully prepared and submitted by,

Susan Johnston

Memorandum

Agenda Item #5

To: Mayor & Town Council

From: Town Clerk Susan Johnston

Date: 7/9/2020

Re: Consideration of an Ethics Commission Appointment

Ethics Commission Appointment of a Regular Seat

Scheduled for appointment at the July 16 Council meeting is one regular seat. Angela Pashayan, the incumbent, has submitted a letter of interest. The letter is attached. No other applications were submitted by the deadline of 5:00 p.m. Wednesday, July 8.

Suggested Motion:

Motion to appoint Angela Pashayan to the regular seat on the Ethics Commission for a two-year term.



Letter of Intent

Date: July 3, 2020
To: Mountain Village Town Council
From: A.R.Pashayan
Re: Ethics Committee Seat

To the Town of Mountain Village,

I have corresponded with Susan Johnston, Town Clerk, regarding the re-appointment of my current seat on the Ethics Commission. I serve at the pleasure of the Mayor, Town Council, and wish to continue my service for another term.

Brief Bio:


I came to Telluride in 2003. I have been a resident of Mountain Village from 2004 to the present. During that time I have served the public in Mountain Village as a Mountain Host for Telski in winter and summer, held a seat on the Parks and Recreation Board in Telluride, and have been active in Real Estate. Other community activities include membership in the Telluride Women's Network, Hiking Groups, and teaching at Ah Haa School of the Arts.

Aside from activities in Telluride, I hold a BA degree (UCLA - Psychology), MA degree (Diplomacy & International Relations), and Ph.D. (Political Science & International Relations). My academic work focuses on politics, issues of humanity, and place-based approaches to solve salient issues. I have extensive experience in international and domestic issues, primarily problem-solving.

More importantly, I have lived in this area for over 17 years and understand the complex dynamics of our community. It takes more than a degree to appreciate matters of ethics; it takes emotional intelligence and understanding the history of our community, including its' evolution over time. We are a unique region politically, socially, and economically. We are a resort and home to many. Moreover, Mountain Village will continue to evolve while maintaining policies that preserve the reasons we all chose this place to live.

Let this serve as my letter of intent to apply for another two-year term on the commission.

Sincerely,
A.R.Pashayan

 Business and Government Activity Report For the month ending: June 30th									
Activity	2020			2019			YTD or MTD Variance		
	MONTH	Monthly Change	YTD	MONTH	Monthly Change	YTD	Variance	Variance %	
Cable/Internet <i>Lost a bulk internet subscriber in February 2020</i>									
# Residential & Bulk Basic Cable	698	34		798	24		(100)	-12.5%	
# Premium Channel Residential & Bulk Subscribers	392	17		414	9		(22)	-5.3%	
# Digital Subscribers	183	15		203	12		(20)	-9.9%	
# Internet Subscribers	1,810	25		1,945	31		(135)	-6.9%	
# Phone Subscribers	82	(4)		98	0		(16)	-16.33%	
Village Court Apartments									
Occupancy Rate	%	99.09%	1.36%	99.24%	99.50%	0.86%	99.24%	0.00%	0.0%
# Vacated Units		4	0	13	2	0	9	4	44.4%
# Work Orders Completed		27	14	136	32	(87)	228	(92)	-40.4%
# on Waiting List		176	(4)		170	10		6	3.5%
Public Works									
Service Calls		530	(526)	4,215	479	49	1,716	2,499	145.6%
Truck Rolls		555	101	1,009	na	#VALUE!	na	#VALUE!	#VALUE!
Snow Fall	Inches	0	0	142	0	(26)	272	(130)	-47.8%
Snow Removal - Streets & Prkg Lots	Hours	0	0	2,526	0	(183)	3,473	(947)	-27.3%
Roadway Maintenance	Hours	537	401	424	392	102	244	180	73.8%
Water Billed Consumption	Gal.	17,780,000	11,454,000	68,006,000	9,662,000	5,805,000	106,108,000	(38,102,000)	-35.9%
Sewage Treatment	Gal.	19,310,000	13,376,000	62,293,000	12,205,000	(702,000)	52,989,000	9,304,000	17.6%
Child Development Fund <i>The program closed mid March but reopened in June with a limited number of children</i>									
# Infants Actual Occupancy		2.29	2.29		4.10	(0.58)		(1.81)	-44.2%
# Toddlers Actual Occupancy		7.21	7.21		14.08	(1.60)		(6.87)	-48.8%
# Preschoolers Actual Occupancy		7.86	7.86		17.03	1.72		(9.17)	-53.8%
Transportation and Parking <i>2019 special event parking in June was \$113,583</i>									
GPG (noon snapshot)		3,214	2,442	31,180	5,951	3,977	42,909	(11,729)	-27.3%
GPG Parking Utilization (% of total # of spaces occupied)		23.3%	17.90%	37.2%	43.10%	29.30%	51.5%	-14.3%	-27.8%
HPG (noon snapshot)		629	383	6,221	945	535	8,889	(2,668)	-30.0%
HPG Parking Utilization (% of total # of spaces occupied)		19.8%	12.30%	32.2%	29.70%	17.20%	46.3%	-14.1%	-30.5%
Total Parking (noon snapshot)		6,396	3,749	54,045	11,291	7,009	74,029	(19,984)	-27.0%
Parking Utilization (% of total # of spaces occupied)		26.4%	15.80%	36.7%	46.50%	29.40%	50.6%	-13.9%	-27.5%
Paid Parking Revenues		\$14,296	\$13,688	\$134,432	\$151,090	\$141,674	\$294,909	(\$160,477)	-54.4%
Bus Routes	# of Passengers	1,461	67	4,625	10,777	3,627	22,719	(18,094)	-79.6%
Employee Shuttle	# of Passengers	0	0	3,598	1,432	211	8,421	(4,823)	-57.3%
Employee Shuttle Utilization Rate	%	0.00%	0.00%	47.0%	53.20%	2.10%	53.9%	-6.90%	-12.8%
Inbound (Vehicle) Traffic (Entrance)	# of Cars	66,471	27,633	327,224	70,611	20,166	368,235	(41,011)	-11.1%
<small>part time ee's: town council (7), Judge (1), Child Care (6), HR Coordinator (1), VCA Prop Mgr (1) seasonal ee's: Gondola Ops new hires: Gondola Ops, HR Dir terms Gondola Ops, HR, parking attendant reason for terms: seasonals failing drug/background screenings, no notice, other jobs, moving</small>									
Human Resources									
FT Year Round Head Count		78	17		82	(1)		(4)	-4.9%
Seasonal Head Count (FT & PT)		0	0		4	(4)		(4)	-100.0%
PT Year Round Head Count		16	8		21	0		(5)	-23.8%
Gondola FT YR, Seasonal, PT YR Head Count		52	14		57	(1)		(5)	-8.8%
Total Employees		146	39		164	(6)		(18)	-11.0%
Gondola Overtime Paid	Hours	207	191	1,292	429	46	2,245	(953)	-42.4%
Other Employee Overtime Paid		112	53	350	69	(36)	501	(151)	-30.1%
# New Hires Total New Hires		17	17	17	7	2	46	(29)	-63.0%
# Terminations		7	6	8	9	6	45	(37)	-82.2%
# Workmen Comp Claims		1	1	1	0	0	7	(6)	-85.7%
Workmen Comp Claims Costs		\$484	\$432	\$2,934	\$0	(\$1,644)	\$8,627	(\$5,693)	-66.0%
Number of Reported Injuries		1	1	3	na	#VALUE!	na	#VALUE!	#VALUE!
Marketing & Business Development <i>Town hosted meetings include Zoom meetings due to COVID-19</i>									
Town Hosted Meetings		11	(10)	69	4	0	25	44	176.0%
Email Correspondence Sent		23	11	87	24	13	81	6	7.4%
E-mail List	#	7,918	(70)		6,236	0		1,682	27.0%
Ready-Op Subscribers		1,983	(14)		na	#VALUE!		#VALUE!	#VALUE!
News Articles		21	(5)	119	12	5	51	68	133.3%
Press Releases Sent		6	3	17	12	6	28	(11)	-39.3%
Gondola and RETA <i>Current RETA revenues are unaudited, the gondola/chondola was shut down about 1/2 of March and all of April</i>									
Gondola	# of Passengers	132,048	132,048	1,055,573	303,719	245,511	1,554,691	(499,118)	-32.1%
Chondola	# of Passengers	0	0	80,532	0	0	102,140	(21,608)	-21.2%
RETA fees collected by TMVOA	\$	162,285	3,695	2,109,963	314,579	70,816	2,027,145	\$82,818	4.1%
Recreation <i>Summer = May 1 - Oct 31 - Current Information not available due to personnel furloughs</i>									
Adventure Rock Registrations		na	#VALUE!	na	129	(74)	129	#VALUE!	#VALUE!
Disc Golf Registrations		na	#VALUE!	na	217	(155)	217	#VALUE!	#VALUE!
Platform Tennis Registrations		na	#VALUE!	64	22	(6)	185	(121)	-65.4%



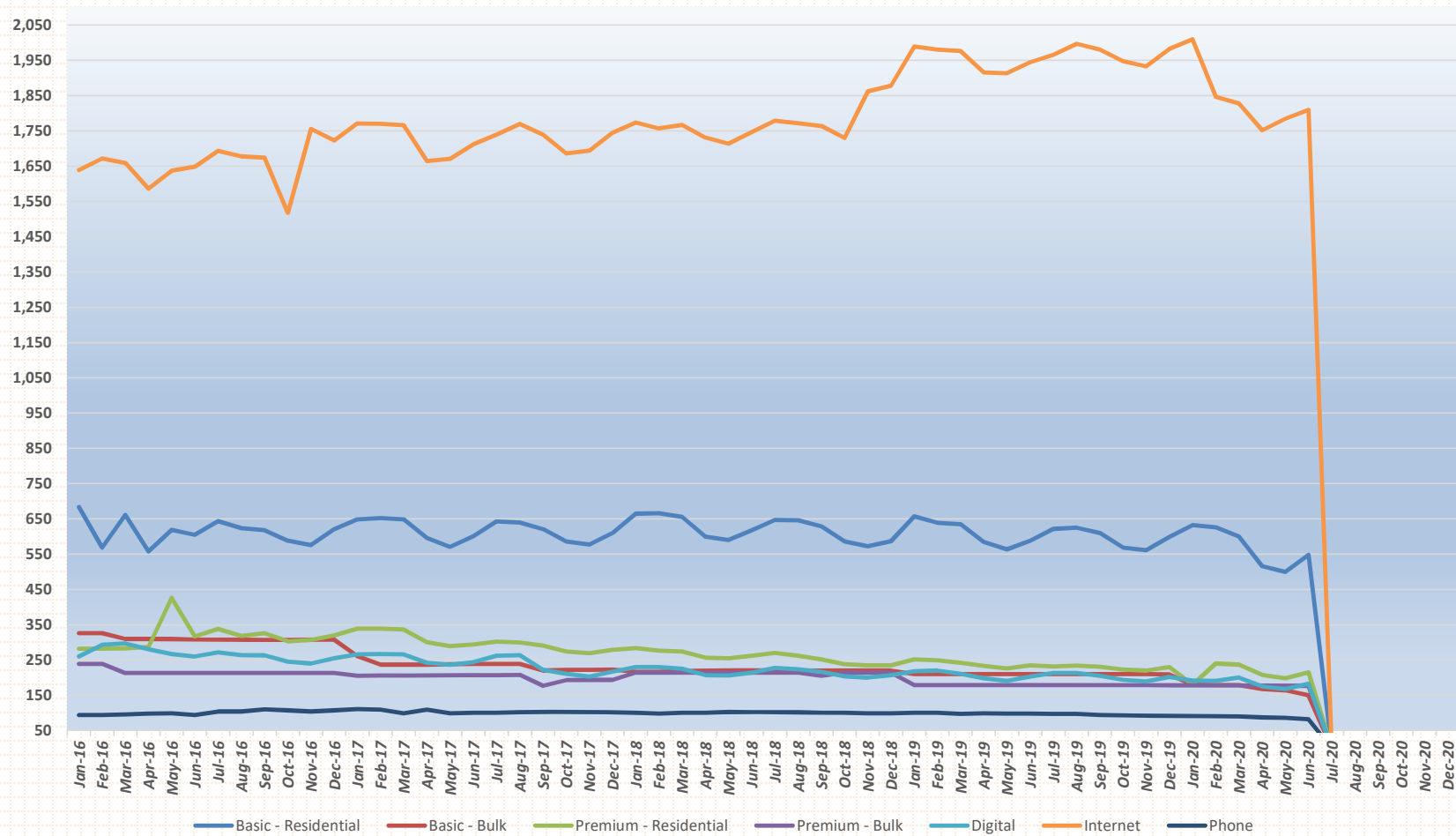
Business and Government Activity Report
For the month ending: June 30th

Activity	2020			2019			YTD or MTD Variance		
	MONTH	Monthly Change	YTD	MONTH	Monthly Change	YTD	Variance	Variance %	
Police									
Calls for Service	#	269	114	1,761	377	78	2,027	(266)	-13.1%
Investigations	#	11	7	67	8	4	88	(21)	-23.9%
Alarms	#	27	8	126	8	(20)	192	(66)	-34.4%
Arrests	#	0	0	9	2	2	19	(10)	-52.6%
Summons	#	1	0	13	3	2	21	(8)	-38.1%
Traffic Contacts	#	5	0	75	41	0	112	(37)	-33.0%
Traffic Tickets Written	#	0	(1)	12	6	(1)	19	(7)	-36.8%
Parking Tickets Written	#	61	61	924	295	92	2,016	(1,092)	-54.2%
Administrative Dismissals	#	1	1	14	1	(5)	27	(13)	-48.1%
Building/Planning									
Community Development Revenues		\$132,240	\$106,813	\$217,141	\$107,035	\$56,530	\$262,198	(\$45,057)	-17.2%
# Permits Issued		50	20	175	39	-18	181	(6)	-3.3%
Valuation of Mtn Village Remodel/New/Additions Permits		\$3,574,838	\$3,116,688	\$4,590,988	\$785,506	(\$3,631,175)	\$6,455,642	(\$1,864,654)	-28.9%
Valuation Mtn Village Electric/Plumbing/Other Permits		\$370,078	\$245,977	\$1,822,908	\$356,832	\$183,632	\$963,518	\$859,390	89.2%
Valuation Telluride Electric/Plumbing Permits		\$412,148	\$197,948	\$1,202,855	\$384,715	(\$105,332)	\$1,795,826	(\$592,971)	-33.0%
# Inspections Completed		364	184	1,392	394	55	1,701	(309)	-18.2%
# Design Review/Zoning Agenda Items		14	5	68	14	3	62	6	9.7%
# Staff Review Approvals		44	6	158	11	-7	64	94	146.9%
Plaza Services									
Snow Removal Plaza	Hours	5	5	976	0	(73)	2,236.3	(1,261)	-56.4%
Plaza Maintenance	Hours	155	19	1641	266	(90)	1968	(327)	-16.6%
Lawn Care	Hours	116	19	282	312	113	568	(287)	-50.5%
Plant Care	Hours	323	228	541	496	281	853	(311)	-36.5%
Irrigation	Hours	130	(96)	364	163	163	180	185	102.9%
TMV Trash Collection	Hours	84	19	481	103	23	575	(94)	-16.3%
Christmas Decorations	Hours	0	(3)	506	0	(60)	661	(155)	-23.4%
Residential Trash	Pound	21150	0	127,275	22,800	(1,500)	139650	(12,375)	-8.9%
Residential Recycle	Pound	17246	0	167,224	25,285	(12,134)	211308	(44,084)	-20.9%
Diversion Rate	%	44.92%	0.00%	56.78%	52.58%	-8.04%	60.21%	-3.43%	-5.7%
Vehicle Maintenance									
# Preventive Maintenance Performed		34	9	130	23	9	108	22	20.4%
# Repairs Completed		20	(7)	124	25	16	110	14	12.7%
Special Projects		0	(5)	8	7	4	24	(16)	-66.7%
# Roadside Assists		1	1	1	0	0	1	0	0.0%
Finance									
# Other Business Licenses Issued		20	(1)	974	21	2	879	95	10.8%
# Privately Licensed Rentals		2	2	70	0	(1)	71	(1)	-1.4%
# Property Management Licensed Rentals		1	(3)	422	1	1	401	21	5.2%
# Unique VRBO Property Advertisements Listings for MV		451	2		404	12		47	11.6%
# Paperless Billing Accts (total paperless customers)		1,142	16		1,030	(2)		112	10.9%
# of TMV AR Bills Processed		2,201	10	12,856	2,178	(50)	12,979	(123)	-0.9%
Accounts Receivable						General Fund Investment Activity			
	TMV Operating Receivables (includes Gondola funding)	Utilities - Broadband and Water/Sewer		VCA - Village Court Apartments					
Current	\$342,375	36.5%	\$463,978	85.6%	\$11,083	50.0%	Change in Value (Month) \$494,170		
30+ Days	591,530	63.0%	50,581	9.3%	3,670	16.6%	Ending Balance \$9,520,116		
60+ Days	4,340	0.5%	12,538	2.3%	1,296	5.8%	Investment Income (Month) \$16,913		
90+ Days	10	0.0%	10,345	1.9%	2	0.0%	Portfolio Yield 1.16%		
over 120 days	852	0.1%	4,369	0.8%	6,115	27.6%	Yield Change (Month) -0.24%		
Total	\$ 939,107	100.0%	\$ 541,812	100.0%	\$ 22,166	100.0%			
	Other Billings - CDF, Construction Parking	Total All AR		Change Since Last Month - Increase (Decrease) in AR		Other Statistics			
Current	\$14,668	80.7%	\$ 832,105	54.7%	(\$509,230)	-502.3%	Population (estimated) 1,434		
30+ Days	986	5.4%	646,768	42.5%	605,415	597.2%	(Active) Registered Voters 871		
60+ Days	1,311	7.2%	19,484	1.3%	1,530	1.5%	Property Valuation 314,681,000		
90+ Days	524	2.9%	10,881	0.7%	(4,136)	-4.1%			
over 120 days	695	3.8%	12,031	0.8%	7,801	7.7%			
Total	\$ 18,184	100.0%	\$ 1,521,269	100.0%	\$ 101,380	100.0%			

Town of Mountain Village Broadband Subscriber Statistics

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2020 EBU Subscribers												
Basic - Residential	633	626	600	516	500	548	0	0	0	0	0	0
<i>Increase (Decrease) - Prior Year</i>	<i>-3.65%</i>	<i>-2.03%</i>	<i>-5.51%</i>	<i>-11.79%</i>	<i>-11.35%</i>	<i>-6.80%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>
Basic - Bulk	180	179	179	168	164	150	0	0	0	0	0	0
<i>Increase (Decrease) - Prior Year</i>	<i>-14.29%</i>	<i>-14.76%</i>	<i>-14.76%</i>	<i>-20.00%</i>	<i>-21.90%</i>	<i>-28.57%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>
Premium - Residential	180	240	237	208	198	215	0	0	0	0	0	0
<i>Increase (Decrease) - Prior Year</i>	<i>-28.57%</i>	<i>-3.61%</i>	<i>-2.07%</i>	<i>-10.73%</i>	<i>-12.39%</i>	<i>-8.51%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>
Premium - Bulk	178	178	178	178	177	177	0	0	0	0	0	0
<i>Increase (Decrease) - Prior Year</i>	<i>-0.56%</i>	<i>-0.56%</i>	<i>-0.56%</i>	<i>-0.56%</i>	<i>-1.12%</i>	<i>-1.12%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>
Digital	192	191	200	175	168	183	0	0	0	0	0	0
<i>Increase (Decrease) - Prior Year</i>	<i>-11.93%</i>	<i>-13.18%</i>	<i>-5.21%</i>	<i>-11.62%</i>	<i>-12.04%</i>	<i>-9.85%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>
Internet	2,010	1,847	1,828	1,752	1,785	1,810	0	0	0	0	0	0
<i>Increase (Decrease) - Prior Year</i>	<i>1.06%</i>	<i>-6.76%</i>	<i>-7.49%</i>	<i>-8.56%</i>	<i>-6.74%</i>	<i>-6.94%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>
Phone	92	90	90	87	86	82	0	0	0	0	0	0
<i>Increase (Decrease) - Prior Year</i>	<i>-8.91%</i>	<i>-10.89%</i>	<i>-7.22%</i>	<i>-12.12%</i>	<i>-12.24%</i>	<i>-16.33%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>	<i>-100.00%</i>
2019 EBU Subscribers												
Basic - Residential	657	639	635	585	564	588	622	625	610	569	561	599
<i>Increase (Decrease) - Prior Year</i>	<i>-1.20%</i>	<i>-4.05%</i>	<i>-3.20%</i>	<i>-2.50%</i>	<i>-4.41%</i>	<i>-4.85%</i>	<i>-3.86%</i>	<i>-3.25%</i>	<i>-3.02%</i>	<i>-2.90%</i>	<i>-2.09%</i>	<i>2.04%</i>
Basic - Bulk	210	210	210	210	210	210	210	210	210	210	210	209
<i>Increase (Decrease) - Prior Year</i>	<i>-2.78%</i>	<i>-2.78%</i>	<i>-4.11%</i>	<i>-4.55%</i>	<i>-4.55%</i>	<i>-4.55%</i>	<i>-4.55%</i>	<i>-4.55%</i>	<i>-4.55%</i>	<i>-4.55%</i>	<i>-4.55%</i>	<i>-5.00%</i>
Premium - Residential	252	249	242	233	226	235	232	234	231	223	220	230
<i>Increase (Decrease) - Prior Year</i>	<i>-11.27%</i>	<i>-10.11%</i>	<i>-11.68%</i>	<i>-9.34%</i>	<i>-11.37%</i>	<i>-10.31%</i>	<i>-14.07%</i>	<i>-10.69%</i>	<i>-8.33%</i>	<i>-6.30%</i>	<i>-6.38%</i>	<i>-2.13%</i>
Premium - Bulk	179	179	179	179	179	179	179	179	179	179	179	178
<i>Increase (Decrease) - Prior Year</i>	<i>-16.36%</i>	<i>-16.36%</i>	<i>-16.36%</i>	<i>-16.36%</i>	<i>-16.36%</i>	<i>-16.36%</i>	<i>-16.36%</i>	<i>-16.36%</i>	<i>-12.68%</i>	<i>-16.36%</i>	<i>-16.36%</i>	<i>-16.82%</i>
Digital	218	220	211	198	191	203	213	213	205	194	189	202
<i>Increase (Decrease) - Prior Year</i>	<i>-5.22%</i>	<i>-4.35%</i>	<i>-6.22%</i>	<i>-4.35%</i>	<i>-7.28%</i>	<i>-5.14%</i>	<i>-6.58%</i>	<i>-4.91%</i>	<i>-5.09%</i>	<i>-4.90%</i>	<i>-5.50%</i>	<i>-2.42%</i>
Internet	1,989	1,981	1,976	1,916	1,914	1,945	1,966	1,997	1,981	1,948	1,933	1,983
<i>Increase (Decrease) - Prior Year</i>	<i>12.12%</i>	<i>12.75%</i>	<i>11.83%</i>	<i>10.69%</i>	<i>11.67%</i>	<i>11.33%</i>	<i>10.51%</i>	<i>12.70%</i>	<i>12.30%</i>	<i>12.60%</i>	<i>3.81%</i>	<i>5.59%</i>
Phone	101	101	97	99	98	98	97	97	94	93	92	92
<i>Increase (Decrease) - Prior Year</i>	<i>0.00%</i>	<i>3.06%</i>	<i>-3.96%</i>	<i>-1.98%</i>	<i>-4.85%</i>	<i>-3.92%</i>	<i>-4.90%</i>	<i>-4.90%</i>	<i>-6.93%</i>	<i>-7.92%</i>	<i>-7.07%</i>	<i>-7.07%</i>
2018 EBU Subscribers												
Basic - Residential	665	666	656	600	590	618	647	646	629	586	573	587
<i>Increase (Decrease) - Prior Year</i>	<i>2.47%</i>	<i>1.99%</i>	<i>1.08%</i>	<i>0.67%</i>	<i>3.33%</i>	<i>2.83%</i>	<i>0.62%</i>	<i>0.94%</i>	<i>1.29%</i>	<i>0.00%</i>	<i>-0.69%</i>	<i>-3.77%</i>
Basic - Bulk	216	216	219	220	220	220	220	220	220	220	220	220
<i>Increase (Decrease) - Prior Year</i>	<i>-17.24%</i>	<i>-8.86%</i>	<i>-7.59%</i>	<i>-7.17%</i>	<i>-7.59%</i>	<i>-7.95%</i>	<i>-7.95%</i>	<i>-7.95%</i>	<i>0.00%</i>	<i>-0.90%</i>	<i>-0.90%</i>	<i>-1.35%</i>
Premium - Residential	284	277	274	257	255	262	270	262	252	238	235	235
<i>Increase (Decrease) - Prior Year</i>	<i>-16.22%</i>	<i>-18.29%</i>	<i>-18.45%</i>	<i>-14.62%</i>	<i>-11.76%</i>	<i>-10.88%</i>	<i>-10.60%</i>	<i>-12.67%</i>	<i>-13.40%</i>	<i>-13.14%</i>	<i>-12.64%</i>	<i>-15.77%</i>
Premium - Bulk	214	214	214	214	214	214	214	214	205	214	214	214
<i>Increase (Decrease) - Prior Year</i>	<i>4.39%</i>	<i>3.88%</i>	<i>3.88%</i>	<i>3.88%</i>	<i>3.38%</i>	<i>3.38%</i>	<i>3.38%</i>	<i>2.88%</i>	<i>15.82%</i>	<i>10.88%</i>	<i>10.31%</i>	<i>10.31%</i>
Digital	230	230	225	207	206	214	228	224	216	204	200	207
<i>Increase (Decrease) - Prior Year</i>	<i>-13.53%</i>	<i>-13.86%</i>	<i>-15.41%</i>	<i>-14.46%</i>	<i>-13.08%</i>	<i>-12.30%</i>	<i>-12.98%</i>	<i>-15.15%</i>	<i>-2.70%</i>	<i>-3.32%</i>	<i>-1.48%</i>	<i>-4.61%</i>
Internet	1,774	1,757	1,767	1,731	1,714	1,747	1,779	1,772	1,764	1,730	1,862	1,878
<i>Increase (Decrease) - Prior Year</i>	<i>0.17%</i>	<i>-0.73%</i>	<i>0.06%</i>	<i>3.96%</i>	<i>2.57%</i>	<i>2.04%</i>	<i>2.30%</i>	<i>0.11%</i>	<i>1.38%</i>	<i>2.61%</i>	<i>9.92%</i>	<i>7.62%</i>
Phone	101	98	101	101	103	102	102	102	101	101	99	99
<i>Increase (Decrease) - Prior Year</i>	<i>-9.01%</i>	<i>-10.09%</i>	<i>2.02%</i>	<i>-7.34%</i>	<i>4.04%</i>	<i>2.00%</i>	<i>2.00%</i>	<i>0.00%</i>	<i>-1.94%</i>	<i>-1.94%</i>	<i>-2.94%</i>	<i>-2.94%</i>
2017 EBU Subscribers												
Basic - Residential	649	653	649	596	571	601	643	640	621	586	577	610
<i>Increase (Decrease) - Prior Year</i>	<i>-5.12%</i>	<i>14.76%</i>	<i>-1.82%</i>	<i>6.81%</i>	<i>-7.75%</i>	<i>-0.66%</i>	<i>-0.16%</i>	<i>2.56%</i>	<i>0.49%</i>	<i>-0.34%</i>	<i>0.17%</i>	<i>-1.77%</i>
Basic - Bulk	261	237	237	237	238	239	239	239	220	222	222	223
<i>Increase (Decrease) - Prior Year</i>	<i>-19.94%</i>	<i>-27.30%</i>	<i>-23.55%</i>	<i>-23.55%</i>	<i>-23.23%</i>	<i>-22.40%</i>	<i>-22.40%</i>	<i>-22.40%</i>	<i>-28.34%</i>	<i>-27.69%</i>	<i>-27.92%</i>	<i>-27.60%</i>
Premium - Residential	339	339	336	301	289	294	302	300	291	274	269	279
<i>Increase (Decrease) - Prior Year</i>	<i>20.21%</i>	<i>20.21%</i>	<i>18.73%</i>	<i>4.88%</i>	<i>-32.16%</i>	<i>-7.26%</i>	<i>-10.65%</i>	<i>-5.66%</i>	<i>-10.74%</i>	<i>-9.57%</i>	<i>-12.38%</i>	<i>-12.81%</i>
Premium - Bulk	205	206	206	206	207	207	207	208	177	193	194	194
<i>Increase (Decrease) - Prior Year</i>	<i>-14.23%</i>	<i>-13.81%</i>	<i>-3.29%</i>	<i>-3.29%</i>	<i>-2.82%</i>	<i>-2.82%</i>	<i>-2.82%</i>	<i>-2.35%</i>	<i>-16.90%</i>	<i>-9.39%</i>	<i>-8.92%</i>	<i>-8.92%</i>
Digital	266	267	266	242	237	244	262	264	222	211	203	217
<i>Increase (Decrease) - Prior Year</i>	<i>2.31%</i>	<i>-8.87%</i>	<i>-10.44%</i>	<i>-13.88%</i>	<i>-11.24%</i>	<i>-6.15%</i>	<i>-3.68%</i>	<i>0.00%</i>	<i>-15.59%</i>	<i>-13.88%</i>	<i>-15.42%</i>	<i>-14.90%</i>
Internet	1,771	1,770	1,766	1,665	1,671	1,712	1,739	1,770	1,740	1,686	1,694	1,745
<i>Increase (Decrease) - Prior Year</i>	<i>8.05%</i>	<i>5.86%</i>	<i>6.45%</i>	<i>4.98%</i>	<i>2.08%</i>	<i>3.82%</i>	<i>2.72%</i>	<i>5.48%</i>	<i>3.94%</i>	<i>11.07%</i>	<i>-3.53%</i>	<i>1.28%</i>
Phone	111	109	99	109	99	100	100	102	103	103	102	102
<i>Increase (Decrease) - Prior Year</i>	<i>18.09%</i>	<i>15.96%</i>	<i>3.13%</i>	<i>11.22%</i>	<i>0.00%</i>	<i>6.38%</i>	<i>-3.85%</i>	<i>-1.92%</i>	<i>-6.36%</i>	<i>-3.74%</i>	<i>-1.92%</i>	<i>-4.67%</i>
2016 EBU Subscribers												
Basic - Residential	684	569	661	558	619	605	644	624	618	588	576	621
<i>Increase (Decrease) - Prior Year</i>												
Basic - Bulk	326	326	310	310	310	308	308	308	307	307	308	308
<i>Increase (Decrease) - Prior Year</i>												
Premium - Residential	282	282	283	287	426	317	338	318	326	303	307	320
<i>Increase (Decrease) - Prior Year</i>												
Premium - Bulk	239	239	213	213	213	213	213	213	213	213	213	213
<i>Increase (Decrease) - Prior Year</i>												
Digital	260	293	297	281	267	260	272	264	263	245	240	255
<i>Increase (Decrease) - Prior Year</i>												
Internet	1,639	1,672	1,659	1,586	1,637	1,649	1,693	1,678	1,674	1,518	1,756	1,723
<i>Increase (Decrease) - Prior Year</i>												
Phone	94	94	96	98	99	94	104	104	110	107	104	107
<i>Increase (Decrease) - Prior Year</i>												

Cable/Phone/Internet Subscribers 2016-present



Shortfall Analytics as of June 30, 2020 (1)											
	Adopted Budget		Reforecasted		Reflects actuals		Reforecasted		Reflects actuals		Difference
	Dec-19		Mar-20		Jun-20		March to Adopted		to Adopted		
January	\$	2,012,500	\$	2,255,483	\$	2,261,958		12.07%		12.40%	0.32%
February	\$	3,185,752	\$	2,882,173	\$	2,947,793		-9.53%		-7.47%	2.06%
March	\$	2,463,242	\$	2,123,739	\$	1,937,437		-13.78%		-21.35%	-7.56%
April (2)	\$	2,658,043	\$	2,286,987	\$	2,221,586		-13.96%		-16.42%	-2.46%
May	\$	1,424,028	\$	1,153,810	\$	1,257,403		-18.98%		-11.70%	7.27%
June (1)	\$	2,020,940	\$	1,440,310	\$	1,746,478		-28.73%		-13.58%	15.15%
July	\$	1,809,041	\$	1,219,913				-32.57%			32.57%
August	\$	1,526,649	\$	1,006,843				-34.05%			34.05%
September	\$	1,530,420	\$	1,007,413				-34.17%			34.17%
October	\$	1,272,282	\$	986,169				-22.49%			22.49%
November	\$	1,352,844	\$	1,143,536				-15.47%			15.47%
December	\$	1,924,409	\$	1,228,389				-36.17%			36.17%
Total	\$	23,180,150	\$	18,734,765	\$	12,372,655		-19.18%		-46.62%	-27.45%

* Emergency Levels:

Minus 0% - 12%	Normal
Minus 13% - 18%	Significant
Minus 19% - 25%	Major
Minus 26%+	Critical

- Actuals are determined as of the report date. Sales taxes are due by the 20th of the month after collection.
- VCA rent waivers were granted for all tenants in April.

TMV Revenue Assumptions and Projections

Scenario Switch	1	January	February	March	April	May	June
Actual							
Property Taxes		93,953	1,322,806	397,711	1,483,535	265,713	467,572
Sales Tax		696,739	708,941	917,059	91,803	90,905	344,746
Other Taxes		53,283	53,283	53,283	53,283	53,283	53,283
Licenses & Permits		28,319	28,319	28,319	28,319	28,319	28,319
Intergovernmental		47,139	47,139	47,139	47,139	47,139	47,139
Charges for Services		20,872	20,872	20,872	20,872	20,872	20,872
Fines & Forfeits		987	987	987	987	987	987
Investment Income		19,579	17,242	6,318	6,318	6,318	6,318
Miscellaneous Revenues		5,302	5,302	5,302	5,302	5,302	5,302
Contributions		2,194	16,160	2,508	2,508	2,508	2,508
Parking Revenues		41,644	43,454	47,075	16,295	7,242	142,212
VCA Rent Revenues		188,562	188,562	188,562	188,562	188,562	188,562
VCA Other Revenues		7,821	7,821	7,821	7,821	7,821	7,821
Child Development Fund		94,130	44,130	61,630	39,130	39,130	39,130
Water & Sewer		269,888	244,888	244,888	244,888	244,888	244,888
Broadband		189,351	183,108	181,028	168,543	162,301	168,543
Historical & Tourism		252,738	252,738	252,738	252,738	252,738	252,738
Total Budgeted Revenues		2,012,500	3,185,752	2,463,240	2,658,043	1,424,028	2,020,940
Projected/Actual Totals							
Property Taxes		341,132	1,064,494	359,643	1,394,772	290,543	472,098
Sales Tax		745,563	752,528	514,434	35,192	41,873	103,424
Other Taxes		4,352	6,765	7,325	(432)	8,984	69,915
Licenses & Permits		10,342	11,102	10,600	2,065	10,582	43,240
Intergovernmental		28,752	81,744	49,542	104,925	25,160	40,183
Charges for Services		1,221	5,157	7,457	4,426	7,242	27,396
Fines & Forfeits		-	560	1,225	245	600	225
Investment Income		19,579	19,217	25,212	26,189	15,881	17,100
Miscellaneous Revenues		8,093	10,139	11,474	14,124	10,512	511
Contributions		2,194	16,160	1,464	-	238	-
Parking Revenues		64,044	45,647	21,634	-	1,258	14,416
VCA Rent Revenues		191,426	191,792	194,824	-	190,750	190,170
VCA Other Revenues		19,313	13,154	7,096	3,672	11,380	7,893
Child Development Fund		91,489	50,205	60,338	2,000	-	15,272
Water & Sewer		290,066	230,950	226,137	217,843	227,568	316,989
Broadband		191,653	195,442	186,294	163,827	162,094	174,908
Historical & Tourism		252,738	252,738	252,738	252,738	252,738	252,738
Total		2,261,958	2,947,793	1,937,437	2,221,586	1,257,403	1,746,478
Budget Variance		249,458	(237,959)	(525,803)	(436,457)	(166,625)	(274,462)
Variance Analytic		112.40%	92.53%	78.65%	83.58%	88.30%	86.42%
Shortfall Analytic		12.40%	-7.47%	-21.35%	-16.42%	-11.70%	-13.58%

* Emergency Levels:

- Minus 0% - 12%
- Minus 13% - 18%
- Minus 19% - 25%
- Minus 26%+

Normal
Significant
Major
Critical

- =>88%
- >82-88%
- 75%-82%
- <75%

Normal
Significant
Major
Critical

Scenario 1 Social Distancing until Sept 30 (Switch = 0)

	January	February	March	April	May	June
Property Taxes	363.09%	80.47%	100.00%	100.00%	100.00%	100.00%
Sales Tax	106.08%	97.25%	75.00%	20.00%	38.20%	30.00%
Other Taxes	8.17%	12.70%	50.00%	50.00%	50.00%	50.00%
Licenses & Permits	36.52%	39.20%	50.00%	50.00%	50.00%	50.00%
Intergovernmental	60.99%	173.41%	100.00%	100.00%	100.00%	100.00%
Charges for Services	5.85%	24.71%	50.00%	50.00%	50.00%	50.00%
Fines & Forfeits	0.00%	0.00%	100.00%	50.00%	50.00%	50.00%
Investment Income	100.00%	100.00%	150.00%	150.00%	190.00%	158.00%
Miscellaneous Revenues	152.65%	191.25%	50.00%	50.00%	50.00%	50.00%
Contributions	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Parking Revenues	153.79%	105.05%	43.17%	0.00%	75.00%	6.23%
VCA Rent Revenues	101.52%	101.71%	103.30%	0.00%	50.00%	99.00%
VCA Other Revenues	246.94%	168.19%	90.73%	50.00%	50.00%	80.00%
Child Development Fund	97.19%	113.77%	97.90%	0.00%	0.00%	0.00%
Water & Sewer	107.48%	94.31%	92.30%	100.00%	89.00%	95.00%
Broadband	101.22%	106.74%	90.00%	90.00%	90.00%	90.00%

Scenario 2 Social Distancing Until December 31 (Switch = 1)

	January	February	March	April	May	June
Property Taxes	363.09%	80.47%	100.00%	100.00%	100.00%	100.00%
Sales Tax	106.08%	97.25%	75.00%	20.00%	38.20%	30.00%
Other Taxes	8.17%	12.70%	50.00%	50.00%	50.00%	50.00%
Licenses & Permits	36.52%	39.20%	50.00%	50.00%	50.00%	50.00%
Intergovernmental	60.99%	173.41%	100.00%	100.00%	100.00%	100.00%
Charges for Services	5.85%	24.71%	50.00%	50.00%	50.00%	50.00%
Fines & Forfeits	0.00%	0.00%	100.00%	50.00%	50.00%	50.00%
Investment Income	100.00%	100.00%	150.00%	150.00%	150.00%	158.00%
Miscellaneous Revenues	152.65%	191.25%	50.00%	50.00%	50.00%	50.00%
Contributions	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Parking Revenues	153.79%	105.05%	43.17%	0.00%	75.00%	6.23%
VCA Rent Revenues	101.52%	101.71%	103.30%	0.00%	50.00%	99.00%
VCA Other Revenues	246.94%	168.19%	90.73%	50.00%	50.00%	80.00%
Child Development Fund	97.19%	113.77%	97.90%	0.00%	0.00%	0.00%
Water & Sewer	107.48%	94.31%	92.30%	100.00%	89.00%	95.00%
Broadband	101.22%	106.74%	90.00%	90.00%	90.00%	90.00%



Memorandum

To: Town Council
From: Kevin Swain, Finance Director
Date: July 8, 2020
Re: Town of Mountain Village Financial Statements through May 2020

Mountain Village Financials Statements through May 2020

General Fund Summary

The May financials reflect budgets adopted for 2020 and prorated accordingly. While staff are now operating within new and reduced budget guidelines there have been no legislative adjustments made to either revenue or expenditure budgets yet as a result of the virus emergency. As of May 31, 2020, the General Fund reflects a surplus of \$2.5 million primarily resulting from front end loaded property tax and budgeted expenditure savings. Permit and use taxes are under budget. Sales taxes show a decrease of 15% from prior year and are 16.3% under budget. Revenues of \$6.2 million were under the budget by \$409,000 due mainly to sales tax collections and development related revenues.

Total GF operating expenditures of \$3.6 million were under budget by \$402,400.

Transfers to other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Capital Projects Fund (From GF)	\$ 16,629	\$ -	\$ 35,068	35,068
Child Development Fund	\$ -	\$ -	\$ -	-
Conference Center Subsidy	\$ -	\$ 62,600	\$ 88,803	26,203
Affordable Housing Development Fund (Monthly Sales Tax Allocation)	\$ 4,548	\$ 277,392	\$ 232,404	(44,988)
Broadband Fund	\$ -	\$ -	\$ -	-
Vehicle & Equipment Acquisition Fund	\$ -	\$ 65,000	\$ 62,402	(2,598)

Income transfers from other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Overhead allocation from Broadband, W/S, Gondola, VCA and Parking Services	\$ 55,174	\$ 289,590	\$ 279,140	(10,450)
*Tourism Fund	\$ 850	\$ 42,817	\$ 42,886	69
*This transfer is comprised of administrative fees, interest, and penalties collected.				
Debt Service Fund (Specific Ownership Taxes)	\$ 1,771	\$ 13,334	\$ 8,452	(4,882)

Vehicle and Equipment Acquisition Fund – No Fund Income Statement Attached

The Bobcat leases were renewed and a police vehicle was purchased.

Capital Projects Fund – No Fund Income Statement Attached

\$30,043 was spent on the Shop remodel and \$16,629 has been expended for safety improvements.

Historical Museum Fund – No Fund Income Statement Attached

\$85,712 in property taxes were collected and \$83,998 was tendered to the historical museum. The county treasurer retained \$1,714 in treasurer’s fees.

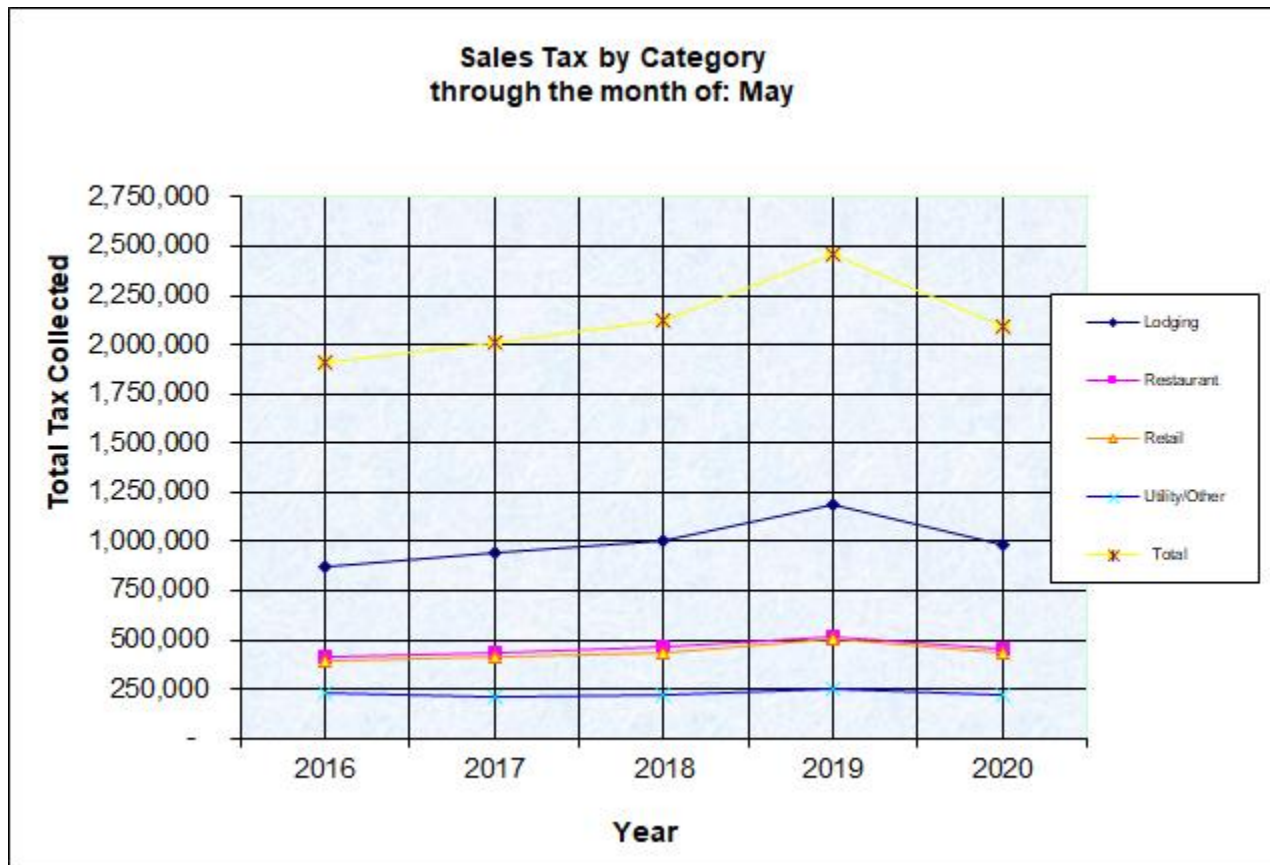
Mortgage Assistance Fund – No Fund Income Statement Attached

There has been no activity in this fund to date.

Sales Tax

Sales taxes of \$2.1 million are 15% under 2019 through this period and are under budget by 16.3%. Lodging shows the highest decrease at 17%, followed by retail at 14.4%. \$2,006 of the total sales tax was reported but not paid for February and March and is a receivable in our system.

Actual Sales Tax Base By Class, Through May 2020										
Category	Actual 2016	Actual 2017	PY % Increase	Actual 2018	PY % Increase	Actual 2019	PY % Increase	Actual 2020	PY \$ Variance	PY % Increase
	4.5%	4.5%	2016 to 2017	4.5%	2017 to 2018	4.5%	2018 to 2019	4.5%	2019 to 2020	2019 to 2020
Lodging	19,432,566	20,997,222	8%	22,362,695	7%	26,368,046	18%	21,878,368	(4,489,678)	-17.03%
Restaurant	9,295,048	9,736,762	5%	10,379,113	7%	11,498,840	11%	10,067,760	(1,431,080)	-12.45%
Retail	8,658,108	9,254,510	7%	9,586,281	4%	11,207,935	17%	9,595,613	(1,612,322)	-14.39%
Utility/Other	5,103,089	4,747,192	-7%	4,960,727	4%	5,531,364	12%	4,891,388	(639,976)	-11.57%
Total	42,488,811	44,735,686	5%	47,288,816	6%	54,606,185	15%	46,433,129	(8,173,056)	-14.97%



Tourism Fund

2020 restaurant taxes totaling \$201,144 have been collected and \$197,121 was tendered to the airline guarantee program. \$873,467 in lodging taxes were collected and \$860,365 was tendered to the airline guarantee program and to MTI. The Town retained \$17,125 in administrative fees, and penalties and interest of \$1,139. \$848 in restaurant tax was reported but not paid and is included in these totals.

Lodging taxes are under prior year by 17.2% and under budget by 24.5%. Restaurant taxes are under prior year and budget by 12.1% and 10.5%, respectively.

	2016 Activity (4%)	2017 Activity (4%)	2018 Activity (4%)	2019 Activity (4%)	2020 Activity (4%)	2019 Var %	2020 Budget	Budget Var %
January	193,815	245,628	273,707	300,246	325,337	8.36%	309,715	4.80%
February	249,339	260,809	262,096	310,947	334,936	7.71%	320,726	4.24%
March	304,515	312,990	322,588	401,256	211,616	-47.26%	413,904	-95.59%
April	7,638	8,353	18,205	17,822	795	-95.54%	18,377	-2212.65%
May	16,633	12,493	18,134	24,335	784	-96.78%	25,052	-3094.55%
June	106,415	122,193	137,760	139,178	-	-100.00%	143,091	#DIV/0!
July	153,342	158,585	170,730	196,062	-	-100.00%	201,679	#DIV/0!
August	111,760	112,264	136,080	160,993	-	-100.00%	165,644	#DIV/0!
September	139,363	148,624	171,040	157,463	-	-100.00%	161,445	#DIV/0!
October	31,322	34,399	34,696	46,789	-	-100.00%	47,928	#DIV/0!
November	14,725	18,535	17,307	14,761	-	-100.00%	14,946	#DIV/0!
December	261,808	290,808	283,658	295,147	-	-100.00%	301,617	#DIV/0!
Total	1,590,676	1,725,680	1,846,001	2,064,998	873,467	-57.70%	2,124,124	-143.18%
Tax Base	39,766,902	43,142,003	46,150,032	51,624,951	21,836,685		53,103,100	

	2016 Activity (2%)	2017 Activity (2%)	2018 Activity (2%)	2019 Activity (2%)	2020 Activity (2%)	2019 Var %	2020 Budget	Budget Var %
January	48,594	54,097	57,188	62,864	73,576	17.04%	61,033	17.05%
February	60,243	60,144	63,140	66,720	76,392	14.50%	64,777	15.21%
March	71,171	74,202	75,202	87,671	50,442	-42.46%	85,118	-68.74%
April	1,511	1,829	7,119	7,364	210	-97.15%	7,149	-3301.69%
May	4,568	4,448	4,838	4,299	523	-87.84%	4,174	-698.50%
June	34,359	34,365	39,048	38,614	-	-100.00%	37,490	#DIV/0!
July	44,827	46,470	46,603	60,113	-	-100.00%	58,363	#DIV/0!
August	35,020	34,998	39,031	44,673	-	-100.00%	43,183	#DIV/0!
September	36,195	39,291	36,920	42,922	-	-100.00%	41,549	#DIV/0!
October	11,312	13,519	12,695	17,657	-	-100.00%	17,045	#DIV/0!
November	5,099	5,352	7,221	3,503	-	-100.00%	3,326	#DIV/0!
December	59,070	54,303	53,383	57,178	-	-100.00%	54,927	#DIV/0!
Total	411,969	423,017	442,390	493,579	201,144	-59.25%	478,134	-137.71%
Tax Base	20,598,437	21,150,852	22,119,524	24,678,936	10,057,183		23,906,700	

Business license fees of \$301,429 are over budget (4%) and prior year (1.85%). \$283,343 was remitted to MTI and \$24,592 in admin fees and penalties were transferred to the General Fund.

**Town of Mountain Village Monthly Revenue and Expenditure Report
May 2020**

	2020					2019	2018	2017	
	Budget	Budget	Budget	Annual	Budget	Actual YTD	Actual YTD	Actual YTD	
	YTD	Variance	Variance	Budget	Balance				
Actual YTD		(\$)	(%)						
Revenues									
Charges for Services	\$ 44,888	\$ 64,731	\$ (19,843)	-30.65%	\$ 250,458	\$ 205,570	\$ 83,824	\$ 191,532	\$ 168,802
Contributions	25,487	10,417	15,070	144.67%	43,438	17,951	1,036	-	89,709
Fines and Forfeits	2,730	3,220	(490)	-15.22%	11,841	9,111	5,783	2,634	2,072
Interest Income	140,991	41,173	99,818	242.44%	100,000	(40,991)	138,496	24,481	27,450
Intergovernmental	290,123	281,516	8,607	3.06%	565,671	275,548	283,083	274,390	263,116
Licenses and Permits	44,691	56,795	(12,104)	-21.31%	339,828	295,137	67,495	124,099	140,877
Miscellaneous Revenues	54,342	-	54,342	#DIV/0!	63,618	9,276	46,028	24,488	35,498
Taxes and Assessments	5,572,423	6,126,213	(553,790)	-9.04%	10,093,727	4,521,304	5,876,491	5,652,563	5,545,975
Total Revenues	6,175,675	6,584,065	(408,390)	-6.20%	11,468,581	5,292,906	6,502,236	6,294,187	6,273,499
Operating Expenses									
Legislation & Council	26,847	27,548	(701)	-2.54%	90,077	63,230	27,487	27,904	17,703
Town Manager	160,067	109,064	51,003	46.76%	279,323	119,256	104,706	105,477	99,219
Town Clerk's Office	152,050	156,490	(4,440)	-2.84%	391,388	239,338	153,308	141,509	160,621
Finance	445,697	467,827	(22,130)	-4.73%	888,502	442,805	433,666	411,752	395,314
Technical	240,202	259,951	(19,749)	-7.60%	511,839	271,637	172,244	159,458	93,987
Human Resources	136,484	160,379	(23,895)	-14.90%	390,805	254,321	146,867	140,474	120,891
Town Attorney	139,995	169,055	(29,060)	-17.19%	376,525	236,530	189,604	177,625	190,378
Communications and Business Development	182,806	148,372	34,434	23.21%	397,300	214,494	193,689	116,371	98,845
Municipal Court	11,440	14,674	(3,234)	-22.04%	33,540	22,100	12,659	10,873	10,976
Police Department	398,129	408,374	(10,245)	-2.51%	1,021,462	623,333	374,388	308,803	312,111
Community Services	21,587	25,560	(3,973)	-15.54%	58,857	37,270	22,488	19,688	18,425
Community Grants and Contributions	94,293	93,640	653	0.70%	139,717	45,424	73,363	57,850	26,000
Roads and Bridges	314,648	317,106	(2,458)	-0.78%	1,134,249	819,601	281,837	280,143	269,653
Vehicle Maintenance	159,975	190,064	(30,089)	-15.83%	459,870	299,895	185,106	173,916	168,245
Municipal Bus	111,158	94,537	16,621	17.58%	277,932	166,774	73,708	126,398	84,644
Employee Shuttle	23,652	42,120	(18,468)	-43.85%	88,614	64,962	19,187	23,603	16,395
Parks & Recreation	179,789	221,945	(42,156)	-18.99%	573,576	393,787	187,640	200,749	160,770
Plaza Services	427,952	651,413	(223,461)	-34.30%	1,416,917	988,965	581,759	496,472	452,342
Public Refuse Removal	20,751	23,462	(2,711)	-11.55%	61,098	40,347	23,587	25,170	16,676
Building/Facility Maintenance	95,460	100,213	(4,753)	-4.74%	295,620	200,160	84,327	55,586	72,498
Building Division	118,493	121,858	(3,365)	-2.76%	362,544	244,051	83,625	106,443	3,492
Housing Division Office	8,331	8,456	(125)	-1.48%	21,439	13,108	8,160	7,086	188,020
Planning and Zoning Division	98,471	158,570	(60,099)	-37.90%	425,935	327,464	136,877	145,672	9,232
Contingency	-	-	-	#DIV/0!	96,971	-	-	-	149,968
Total Operating Expenses	3,568,277	3,970,678	(402,401)	-10.13%	9,794,100	6,225,823	3,570,282	3,319,022	3,136,405
Surplus / Deficit	2,607,398	2,613,387	(5,989)	-0.23%	1,674,481	(932,917)	2,931,954	2,975,165	3,137,094
Capital Outlay	142	150	(8)	-5.33%	48,000	47,858	44,084	36,251	234,011
Surplus / Deficit	2,607,256	2,613,237	(5,981)	-0.23%	1,626,481	(980,775)	2,887,870	2,938,914	2,903,083
Other Sources and Uses									
Sale of Assets	-	-	-	#DIV/0!	-	-	12,496	14,183	-
Transfer (To) From Affordable Housing	(232,404)	(277,392)	44,988	-16.22%	(567,814)	(335,410)	(273,679)	(237,295)	(222,701)
Transfer (To) From Affordable Housing-Housing Off	-	-	-	#DIV/0!	21,439	21,439	-	-	-
Transfer (To) From Broadband	-	-	-	#DIV/0!	(2,098,973)	(2,098,973)	-	-	-
Transfer (To) From Child Development	-	-	-	#DIV/0!	(148,468)	(148,468)	-	(5,886)	-
Transfer (To) From Capital Projects	(35,068)	-	(35,068)	#DIV/0!	(2,246,546)	(2,211,478)	-	(19,724)	(26,735)
Transfer (To) From Debt Service	8,452	13,334	(4,882)	-36.61%	32,000	23,548	11,810	12,687	59,613
Transfer (To) From Overhead Allocation	279,140	289,590	(10,450)	-3.61%	588,345	309,205	291,231	208,309	196,556
Transfer (To) From Parking Services	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From Conference Center	(88,803)	(62,600)	(26,203)	41.86%	(277,079)	(188,276)	(79,849)	(102,882)	(104,693)
Transfer (To) From Tourism	42,886	42,817	69	0.16%	68,343	25,457	18,690	37,756	42,949
Transfer (To) From Vehicle/Equipment	(62,402)	(65,000)	2,598	-4.00%	(182,671)	(120,269)	(14,602)	(251,938)	(369,589)
Transfer (To) From Water/Sewer	-	-	-	#DIV/0!	-	-	-	-	-

	2020					2019	2018	2017	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Total Other Sources and Uses	(88,199)	(59,250)	(28,949)	48.86%	(4,811,424)	(4,723,225)	(33,903)	(344,791)	(424,600)
Surplus / Deficit	\$ 2,519,057	\$ 2,553,987	\$ (34,930)	-1.37%	\$ (3,184,943)	\$ (5,704,000)	\$ 2,853,967	\$ 2,594,123	\$ 2,478,483
Beginning Fund Balance Components	Actual YTD				Annual Budget				
Emergency Reserve	\$	3,427,935			\$	3,427,935			
Unreserved		10,275,676				8,965,424			
Beginning Fund Balance	\$	13,703,611			\$	12,393,359			
YTD Ending Fund Balance Components	Actual YTD				Annual Budget				
Emergency Reserve	\$	3,427,935			\$	3,427,935			
Facility Maint Reserve		155,000				155,000			
Unreserved		12,639,733				5,625,481			
Ending Fund Balance	\$	16,222,668			\$	9,208,416			

Revenues

Taxes & Assessments - Property taxes are lagging budget \$118,500. Specific Ownership taxes are under budget by \$14,000 and are \$19,000 less than prior year.
Sales tax revenues are 16.3% under budget and 15% less than prior year. Construction use tax is under prior year and budget.
Licenses & Permits - All permits are under budget.
Intergovernmental - Intergovernmental revenues are over budget due to R&B taxes and highway user tax funds.
Charges for Services - Plan review fees are under budget.
Fines & Forfeitures - Traffic fines are under budget.
Investment Income - Actual interest earned continues to exceed the annual budget and prior year.
Miscellaneous - Over budget due to an SMPA dividend check and a CDOT grant and SMART charges for Bus service after the Gondola shut down.
Contributions - Reimbursements for the roof waiver program and defensible space have been recorded.

Top Ten Budget Variances

Under Budget

Plaza Services - \$223,461 Savings in personnel expense, planter and paver repair, and natural gas.
Planning & Zoning - \$60,099 Savings in personnel costs due to a vacancy.
Parks and Recreation - \$42,156 Natural gas for the Zamboni room, electric for the ice rink, and employee costs are under budget.
Vehicle Maintenance- \$30,089 Personnel costs and gasoline and oil are under budget.
Town Attorney - \$29,060 Litigation and extraordinary matters are under budget.
Human Resources- \$23,895 Under budget in recruiting and employee functions.

Over Budget

Town Manager - \$51,003 Used the PTO payout option due to the pandemic.
Communications and Business Development - \$34,434 Over budget due to the Farm to Community program and BDAC Stimulus expenses.
Municipal Bus Service - \$16,621 Administrative offset is less than budget. (This is the amount charged to Gondola for admin personnel based on actual hours)
Community Grants and Contributions- \$653 Over budget due to fees.

**Town of Mountain Village Monthly Revenue and Expenditure Report
May 2020**

	2020						2019	2018	2017
	Actual	Budget	Budget	Budget	Annual	Budget	Actual	Actual	Actual
	YTD	YTD	Variance	Variance	Budget	Balance	YTD	YTD	YTD
		(\$)	(%)						
Tourism Fund									
Revenues									
Business License Fees	\$ 301,429	\$ 290,349	\$ 11,080	4%	\$ 315,307	\$ 13,878	\$ 295,952	\$ 295,846	\$ 296,059
Lodging Taxes - Condos/Homes	518,587	635,495	(116,908)	-18%	1,166,389	647,802	615,719	519,799	486,441
Lodging Taxes - Hotels	354,880	452,279	(97,399)	-22%	957,735	602,855	438,845	373,342	353,671
Lodging Taxes - Prior Year	1,555	-	1,555	#DIV/0!	-	(1,555)	2,955	5,075	692
Penalties and Interest	7,645	4,634	3,011	65%	10,500	2,855	4,831	13,935	8,939
Restaurant Taxes	201,143	222,252	(21,109)	-9%	478,134	276,991	228,918	207,170	194,720
Restaurant Taxes - Prior Year	348	-	348	#DIV/0!	-	(348)	1,779	394	-
Total Revenues	1,385,587	1,605,009	(219,422)	-14%	2,928,065	1,542,478	1,588,999	1,415,562	1,340,522
Tourism Funding									
Additional Funding	-	-	-	#DIV/0!	-	-	24,375	11,555	260
Airline Guaranty Funding	626,222	750,816	(124,594)	-17%	1,509,392	883,170	744,267	643,539	602,820
MTI Funding	716,479	811,376	(94,897)	-12%	1,347,830	631,351	801,667	722,713	694,493
Total Tourism Funding	1,342,701	1,562,192	(219,491)	116%	2,857,222	1,514,521	1,570,309	1,377,806	1,297,573
Surplus / Deficit	42,886	42,817	69	0%	70,843	27,957	18,690	37,756	42,949
Administrative Fees									
Audit Fees	-	-	-	#DIV/0!	2,500	2,500	-	-	-
Total Administrative Fees	-	-	-	#DIV/0!	2,500	2,500	-	-	-
Surplus / Deficit	42,886	42,817	69	0%	68,343	25,457	18,690	37,756	42,949
Other Sources and Uses									
Transfer (To) From Other Funds	(42,886)	(42,817)	(69)	0%	(68,343)	(25,457)	(18,690)	(37,756)	(42,949)
Total Other Sources and Uses	(42,886)	(42,817)	(69)	0%	(68,343)	(25,457)	(18,690)	(37,756)	(42,949)
Surplus / Deficit	\$ -	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -

**Town of Mountain Village Monthly Revenue and Expenditure Report
May 2020**

	2020				2019	2018	2017		
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
Parking Services Fund									
Revenues									
Contributions/Shared Facility Expenses	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ 666	\$ 621
Fines and Forfeits	13,400	18,687	(5,287)	-28%	38,465	23,450	23,450	18,749	12,210
Gondola Parking Garage	36,235	17,582	18,653	106%	79,903	20,665	20,665	15,090	38,560
Heritage Parking Garage	71,518	89,812	(18,294)	-20%	209,163	106,374	106,374	84,016	88,238
Parking in Lieu Buyouts	-	-	-	#DIV/0!	-	-	-	-	-
Parking Meter Revenues	8,258	9,193	(935)	-10%	22,587	10,390	10,390	7,934	6,592
Parking Permits	4,125	6,756	(2,631)	-39%	12,000	6,390	6,390	8,480	3,185
Special Event Parking	-	-	-	#DIV/0!	106,000	-	-	-	20,000
Total Revenues	133,536	142,030	(8,494)	-6%	468,118	167,269	167,269	134,935	169,406
Operating Expenses									
Other Operating Expenses	2,485	2,502	(17)	-1%	4,769	2,284	1,782	9,292	2,297
Personnel Expenses	55,238	66,050	(10,812)	-16%	147,941	92,703	59,866	45,996	43,743
Gondola Parking Garage	14,995	21,645	(6,650)	-31%	70,084	55,089	29,538	13,183	12,494
Surface Lots	8,105	8,151	(46)	-1%	28,900	20,795	1,946	8,306	3,585
Heritage Parking Garage	32,621	37,498	(4,877)	-13%	92,680	60,059	31,946	28,684	39,884
Meadows Parking	-	-	-	#DIV/0!	1,000	1,000	-	-	-
Total Operating Expenses	113,444	135,846	(22,402)	-16%	345,374	231,930	125,078	105,461	102,003
Surplus / Deficit	20,092	6,184	13,908	225%	122,744	(64,661)	42,191	29,474	67,403
Capital									
Capital	5,415	5,500	(85)	-2%	79,800	74,385	2,920	5,615	4,800
Surplus / Deficit	14,677	684	13,993	2046%	42,944	(139,046)	39,271	23,859	62,603
Other Sources and Uses									
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Overhead Allocation	(16,810)	(16,810)	-	0%	(33,620)	(16,810)	(20,669)	(12,677)	(12,133)
Transfer (To) From General Fund	-	-	-	#DIV/0!	-	-	-	-	-
Total Other Sources and Uses	(16,810)	(16,810)	-	0%	(33,620)	(16,810)	(20,669)	(12,677)	(12,133)
Surplus / Deficit	\$ (2,133)	\$ (16,126)	\$ -	0%	\$ 9,324	\$ 18,602	\$ 11,182	\$ 50,470	
Beginning Fund Balance	\$ 268,678	\$ 170,442	\$ 98,236						
Ending Fund Balance	\$ 266,545	\$ 154,316	\$ 112,229						

Parking revenues are under budget \$8,500. HPG revenues are under budget 20% and under prior year 33%. Parking meter (surface lots) revenues are under budget 10% and under prior year 20.5%. GPG is over budget and prior year 106% and 75%. This is due to the timing of purchases of valet tickets, purchased in bulk. Parking fines are under budget 28%. Personnel costs and other (general parking) costs are under budget. GPG is under budget in general maintenance and supplies. Surface lots are tracking with budget. HPG has budget savings in tech support, credit card fees, and supplies. The 2020 transfer to the General Fund is \$16,810, which is the overhead allocation.

Town of Mountain Village Monthly Revenue and Expenditure Report
May 2020

	2020					2019	2018	2017	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Gondola Fund									
Revenues									
Event Operations Funding	\$ 6,831	\$ -	\$ 6,831	#DIV/0!	\$ -	\$ (6,831)	\$ 1,896	\$ 2,667	\$ 5,148
Event Operations Funding - TOT	-	-	-	#DIV/0!	36,000	36,000	-	-	-
Operations Grant Funding	39,740	-	39,740	#DIV/0!	141,240	101,500	68,635	64,623	16,153
Capital/MR&R Grant Funding	-	-	-	#DIV/0!	470,800	470,800	-	470,615	88,000
Insurance Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Miscellaneous Revenues	-	-	-	#DIV/0!	-	-	-	661	-
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
TMVOA Operating Contributions	1,395,104	1,685,351	(290,247)	-17.22%	3,957,059	2,561,955	1,501,186	1,254,376	790,866
TMVOA Capital/MR&R Contributions	7,782	-	7,782	#DIV/0!	316,200	308,418	864,183	312,293	239,507
TSG 1% Lift Sales	146,951	172,818	(25,867)	-14.97%	200,000	53,049	183,520	155,406	163,196
Total Revenues	1,596,408	1,858,169	(261,761)	-14.09%	5,121,299	3,524,891	2,619,420	2,260,641	1,302,870
Operating Expenses									
Overhead Allocation Transfer	12,468	22,917	(10,449)	-45.59%	55,000	42,532	18,227	21,071	11,481
MAARS	22,787	27,258	(4,471)	-16.40%	76,246	53,459	24,845	22,808	13,960
Chondola	88,156	123,661	(35,505)	-28.71%	274,901	186,745	100,617	170,935	69,870
Grant Success Fees	-	-	-	#DIV/0!	8,500	8,500	-	-	-
Operations	661,459	788,404	(126,945)	-16.10%	1,931,459	1,270,000	762,865	563,677	419,490
Maintenance	608,772	664,835	(56,063)	-8.43%	1,407,997	799,225	612,080	507,789	312,870
FGOA	194,984	223,312	(28,328)	-12.69%	455,556	260,572	236,603	191,453	147,692
Major Repairs and Replacements	7,782	7,782	-	0.00%	675,000	667,218	859,183	701,453	133,594
Contingency	-	-	-	#DIV/0!	124,640	124,640	-	-	-
Total Operating Expenses	1,596,408	1,858,169	(261,761)	-14.09%	5,009,299	3,412,891	2,614,420	2,179,186	1,108,957
Surplus / Deficit	-	-	-	0.00%	112,000	112,000	5,000	81,455	193,913
Capital									
Capital Outlay	-	-	-	#DIV/0!	112,000	112,000	5,000	81,455	193,913
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -

The gondola fund is \$261,761 under budgeted operating expenditures.

MARRS is under budget with savings in employee costs. Chondola expenses are under budget due mainly to operations wages, supplies and parts and Telski utilities. Gondola operations is under budget in all personnel costs due to the early shut down. Maintenance is under budget with savings in employee costs and parts. FGOA costs are under budget in electricity. MR&R expenditures were for station upgrades and lightning array repairs. There have been no capital expenditures to date.

**Town of Mountain Village Monthly Revenue and Expenditure Report
May 2020**

	2020				2019	2018	2017		
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Actual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Child Development Fund									
Revenues									
Infant Care Fees	\$ 19,888	\$ 33,360	(13,472)	-40.38%	\$ 81,064	\$ 61,176	\$ -	\$ -	\$ -
Toddler Care Fees	43,356	76,103	(32,747)	-43.03%	193,832	150,476	106,451	113,793	116,001
Fundraising Revenues - Toddler	-	-	-	#DIV/0!	8,450	8,450	265	1,950	1,184
Fundraising Revenues - Infant	-	-	-	#DIV/0!	3,550	3,550	-	-	-
Fundraising Revenues - Preschool	-	-	-	#DIV/0!	5,000	5,000	650	-	-
Regional Childcare Tax - Infant	15,000	15,000	-	0.00%	15,000	-	-	-	-
Regional Childcare Tax - Toddler	15,000	10,000	5,000	50.00%	10,000	(5,000)	-	-	-
Grant Revenues - Toddler	40,966	35,500	5,466	15.40%	35,500	(5,466)	46,375	34,005	24,450
Grant Revenues - Infant	33,567	25,000	8,567	34.27%	25,000	(8,567)	-	-	-
Grant Revenues - Preschool	27,467	30,000	(2,533)	-8.44%	30,000	2,533	33,443	17,700	13,000
Preschool Fees	41,268	71,303	(30,035)	-42.12%	177,167	135,899	79,396	73,364	72,535
Total Revenues	236,512	296,266	(59,754)	-20.17%	584,563	348,051	266,580	240,812	227,170
Operating Expenses									
Infant Care Other Expense	4,138	13,978	(9,840)	-70.40%	28,074	23,936	-	-	-
Infant Care Personnel Expense	39,540	55,202	(15,662)	-28.37%	137,957	98,417	-	-	-
Toddler Care Other Expense	17,464	22,863	(5,399)	-23.61%	61,736	44,272	31,752	26,654	24,953
Toddler Care Personnel Expense	91,400	104,990	(13,590)	-12.94%	259,844	168,444	149,128	138,268	124,727
Preschool Other Expense	10,102	23,583	(13,481)	-57.16%	55,097	44,995	18,788	21,242	13,277
Preschool Personnel Expense	49,408	65,623	(16,215)	-24.71%	190,323	140,915	61,468	60,534	57,961
Total Operating Expenses	212,052	286,239	(74,187)	-25.92%	733,031	520,979	261,136	246,698	220,918
Surplus / Deficit	24,460	10,027	14,433	143.94%	(148,468)		5,444	(5,886)	6,252
Other Sources and Uses									
Contributions	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	-	-	-	#DIV/0!	148,468	148,468	-	5,886	-
Total Other Sources and Uses	-	-	-	#DIV/0!	148,468	148,468	-	5,886	-
Surplus / Deficit	\$ 24,460	\$ 10,027	\$ (14,433)	-143.94%	\$ -		\$ 5,444	\$ -	\$ 6,252

Child Development revenues are \$59,800 under budget or 20.2%. At this time, grant monies make up for lost revenues. The regional childcare tax is intended to offset staff expenses in the toddler and infant rooms. Operating expenses are \$74,200 under budget due primarily to scholarship costs and personnel expenses, which are affected by the closure. The program has required \$0 in funding from the General Fund in 2020.

**Town of Mountain Village Monthly Revenue and Expenditure Report
May 2020**

	2020						2019	2018	2017
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Water & Sewer Fund									
Revenues									
Mountain Village Water and Sewer	\$ 1,083,337	\$ 1,070,474	\$ 12,863	1.20%	\$ 2,919,609	\$ 1,836,272	\$ 1,033,012	\$ 1,126,374	\$ 912,886
Other Revenues	1,285	4,720	(3,435)	-72.78%	13,450	12,165	3,470	2,903	4,578
Ski Ranches Water	99,402	90,099	9,303	10.33%	225,085	125,683	75,842	62,145	60,486
Skyfield Water	8,800	9,531	(731)	-7.67%	30,517	21,717	9,488	8,844	9,224
Total Revenues	1,192,824	1,174,824	18,000	1.53%	3,188,661	1,995,837	1,121,812	1,200,266	987,174
Operating Expenses									
Mountain Village Sewer	192,146	205,439	(13,293)	-6.47%	570,784	378,638	178,981	157,257	154,992
Mountain Village Water	375,303	371,892	3,411	0.92%	1,144,787	769,484	338,881	388,943	305,729
Ski Ranches Water	3,078	21,471	(18,393)	-85.66%	42,005	38,927	13,531	7,192	9,427
Contingency	-	-	-	#DIV/0!	35,152	35,152	-	-	-
Total Operating Expenses	570,527	598,802	(28,275)	-4.72%	1,792,728	1,222,201	531,393	553,392	470,148
Surplus / Deficit	622,297	576,022	46,275	8.03%	1,395,933		590,419	646,874	517,026
Capital									
Capital Outlay	21,823	22,000	(177)	-0.80%	1,101,751	1,079,928	102,895	80,432	34,999
Surplus / Deficit	600,474	554,022	46,452	8.38%	294,182		487,524	566,442	482,027
Other Sources and Uses									
Overhead Allocation Transfer	(87,256)	(87,256)	-	0.00%	(174,511)	(87,255)	(85,488)	(63,503)	(60,252)
Mountain Village Tap Fees	-	-	-	#DIV/0!	100,000	100,000	-	47,324	158,168
Grants	-	-	-	#DIV/0!	-	-	-	-	-
Ski Ranches Tap Fees	-	-	-	#DIV/0!	5,000	5,000	-	-	6,320
Skyfield Tap Fees	-	-	-	#DIV/0!	2,000	2,000	-	-	-
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	-	-	-	#DIV/0!	-	-	-	-	-
Total Other Sources and Uses	(87,256)	(87,256)	-	0.00%	(67,511)	19,745	(85,488)	(16,179)	104,236
Surplus / Deficit	\$ 513,218	\$ 466,766	\$ 46,452	9.95%	\$ 226,671		\$ 402,036	\$ 550,263	\$ 586,263

Mountain Village is under budget in excess water fees and snowmaking but base fees and irrigation are over budget, Ski Ranch water is over budget in excess water fees. Other revenues are under in late payment penalties (which have been waived for a few months) and maintenance fees. Sewer expenditures are under budget by 6.5%, primarily for (TOT) regional sewer charges. MV water is under budget in legal and insurance, but over in personnel costs. Ski Ranch operations is under budget with savings in employee costs and repair and maintenance. Capital costs were for Ski Ranches capital and the sewer plant.

**Town of Mountain Village Monthly Revenue and Expenditure Report
May 2020**

	2020					2019	2018	2017	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Broadband Fund									
Revenues									
Cable User Fees	\$ 415,678	\$ 431,726	\$ (16,048)	-3.72%	\$ 1,022,472	\$ 606,794	\$ 419,891	\$ 404,194	\$ 377,927
Internet User Fees	452,905	392,052	60,853	15.52%	946,666	493,761	460,376	429,666	392,999
Other Revenues	16,924	28,290	(11,366)	-40.18%	68,640	52,795	20,107	23,744	24,085
Phone Service Fees	15,845	18,375	(2,530)	-13.77%	43,000	26,076	17,398	17,780	16,038
Total Revenues	901,352	870,443	30,909	3.55%	2,080,778	1,179,426	917,772	875,384	811,049
Operating Expenses									
Cable Direct Costs	345,938	388,516	(42,578)	-10.96%	904,834	558,896	357,751	344,733	336,441
Phone Service Costs	8,596	5,131	3,465	67.53%	12,000	3,404	9,546	9,836	10,072
Internet Direct Costs	88,141	71,912	16,229	22.57%	190,000	101,859	89,046	85,000	98,500
Cable Operations	297,358	298,164	(806)	-0.27%	711,022	413,664	232,261	211,270	222,907
Contingency	-	-	-	#DIV/0!	3,000	3,000	-	2,313	-
Total Operating Expenses	740,033	763,723	(23,690)	-3.10%	1,820,856	1,080,823	688,604	653,152	667,920
Surplus / Deficit	161,319	106,720	54,599	51.16%	259,922		229,168	222,232	143,129
Capital									
Capital Outlay	522,450	525,000	(2,550)	-0.49%	2,181,645	1,659,195	5,338	4,922	31,091
Surplus / Deficit	(361,131)	(418,280)	57,149	-13.66%	(1,921,723)		223,830	217,310	112,038
Other Sources and Uses									
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer from General Fund	-	-	-	#DIV/0!	2,098,973	2,098,973	-	-	-
Transfer (To) From General Fund	-	-	-	#DIV/0!	(10,000)	(10,000)	-	-	-
Overhead Allocation Transfer	(88,625)	(88,625)	-	0.00%	(167,250)	(78,625)	(85,368)	(65,524)	(59,123)
Total Other Sources and Uses	(88,625)	(88,625)	-	0.00%	1,921,723	2,010,348	(85,368)	(65,524)	(59,123)
Surplus / Deficit	\$ (449,756)	\$ (506,905)	\$ 57,149	-11.27%	\$ -		\$ 138,462	\$ 151,786	\$ 52,915
Beginning (Available) Fund Balance	\$ -	\$ -	\$ -						
Ending (Available) Fund Balance	\$ (449,756)	\$ (506,905)	\$ 57,149						

Cable user revenues are under budget 3.7% and less than prior year. Although rates have increased, subscribers are down. Internet revenues are over budget 15.5% and under prior year. Other revenues are under budget 40.1% due primarily to late payment penalties (which were waived for a few months), parts and labor revenues, and equipment rental. Direct costs for cable are under budget and lower than prior year because TV subscribers are down. Internet costs are over budget due to a reciprocal agreement for traded services and a 2019 invoice expensed in 2020. Phone service revenues are under budget by 13.8%, while phone service expenses are over budget by 67.5%.

Broadband operating expenses are on budget at this time. Capital expenses are for continuing system upgrades.

**Town of Mountain Village Monthly Revenue and Expenditure Report
May 2020**

	2020						2019	2018	2017
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Telluride Conference Center Fund									
Revenues									
Beverage Revenues	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Catering Revenues	-	-	-	#DIV/0!	-	-	-	-	-
Facility Rental	-	-	-	#DIV/0!	-	-	-	-	-
Operating/Other Revenues	-	-	-	#DIV/0!	-	-	-	-	-
Total Revenues	-	-	-	#DIV/0!	-	-	-	-	-
Operating Expenses									
General Operations	4,600	4,600	-	0.00%	50,000	45,400	-	2,017	2,500
Administration	59,203	33,000	26,203	79.40%	107,079	47,876	48,378	46,293	46,629
Marketing	25,000	25,000	-	0.00%	100,000	75,000	25,000	50,000	50,000
Contingency	-	-	-	#DIV/0!	-	-	-	-	-
Total Operating Expenses	88,803	62,600	26,203	41.86%	257,079	168,276	73,378	98,310	99,129
Surplus / Deficit	(88,803)	(62,600)	(26,203)	41.86%	(257,079)		(73,378)	(98,310)	(99,129)
Capital Outlay/ Major R&R	-	-	-	#DIV/0!	20,000	20,000	6,471	4,572	5,564
Surplus / Deficit	(88,803)	(62,600)	(26,203)	41.86%	(277,079)		(79,849)	(102,882)	(104,693)
Other Sources and Uses									
Damage Receipts	-	-	-	#DIV/0!	-	-	-	-	-
Insurance Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	88,803	62,600	26,203	41.86%	277,079	188,276	79,849	102,882	104,693
Overhead Allocation Transfer	-	-	-	#DIV/0!	-	-	-	-	-
Total Other Sources and Uses	88,803	62,600	26,203	74.00%	277,079	188,276	79,849	102,882	104,693
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -		\$ -	\$ -	\$ -

Expenses for the year are HOA dues, consulting, and contracted marketing \$'s.

**Town of Mountain Village Monthly Revenue and Expenditure Report
May 2020**

	2020				Annual Budget	Budget Balance	2019	2018	2017
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
Affordable Housing Development Fund									
Revenues									
Contributions	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Rental Income	14,600	12,098	2,502	20.68%	34,630	20,030	11,774	5,420	5,805
Sales Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Total Revenues	14,600	12,098	2,502	20.68%	34,630	20,030	11,774	5,420	5,805
Operating Expenses									
Community Garden	74	-	74	#DIV/0!	750	676	-	-	-
Property Purchase Expenses	-	-	-	#DIV/0!	-	-	-	-	-
Leased Properties	10,200	10,200	-	0.00%	21,600	11,400	9,929	-	-
HA Consultant	-	-	-	#DIV/0!	-	-	-	-	4,900
RHA Funding	46,625	46,313	313	0.67%	92,625	46,000	50,000	50,000	50,000
Town Owned Properties	6,648	6,600	48	0.73%	10,804	4,156	13,741	18,880	10,685
Density Bank	16,475	16,475	0	0.00%	16,475	(0)	14,580	8,856	8,856
Total Operating Expenses	80,023	79,588	435	0.55%	142,254	62,231	88,250	77,736	74,441
Surplus / Deficit	(65,423)	(67,490)	(2,067)	3.06%	(107,624)	(42,201)	(76,476)	(72,316)	(68,636)
Other Sources and Uses									
Transfer (To) From MAP	-	-	-	#DIV/0!	(60,000)	(60,000)	-	-	-
Gain or Loss on Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund - Sales Tax	232,404	277,392	(44,988)	-16.22%	567,814	335,410	273,679	237,295	222,701
Transfer (To) From VCA (1)	-	-	-	#DIV/0!	(2,124,016)	(2,124,016)	-	-	-
Transfer (To) From General Fund Housing Office	-	-	-	#DIV/0!	(21,439)	(21,439)	-	-	-
Total Other Sources and Uses	232,404	277,392	(44,988)	-16.22%	(1,637,641)	(1,870,045)	273,679	237,295	222,701
Surplus / Deficit	\$ 166,981	\$ 209,903	\$ 42,921	20.45%	\$ (1,745,265)	\$ (1,912,246)	\$ 197,203	\$ 164,980	\$ 154,065
Beginning Fund Equity Balance	\$ 2,184,135	\$ 2,091,257	\$ 92,878						
Ending Equity Fund Balance	\$ 2,351,116	\$ 2,301,160	\$ 49,957						

1. For the VCA phase 4 expansion.

Expenses consist of HOA dues, which were increased by 13% from prior year, lease payments for a rental unit, RHA funding, and maintenance and utilities on town owned properties.

**Town of Mountain Village Monthly Revenue and Expenditure Report
May 2020**

	2020				Annual Budget	Budget Balance	2019	2018	2017
	Actual YTD	Budget YTD	Budget Vary (\$)	Budget Var (%)			Actual	Actual	Actual
Village Court Apartments									
Operating Revenues									
Rental Income	\$ 772,243	\$ 942,808	\$ (170,565)	-18%	\$ 2,262,741	\$ 1,490,498	\$ 947,693	\$ 948,148	\$ 1,117,093
Other Operating Income	54,450	39,021	15,429	40%	93,850	39,400	50,551	45,788	48,559
Less: Allowance for Bad Debt	-	-	-	#DIV/0!	-	-	-	-	-
Total Operating Revenue	826,693	981,829	(155,136)	-16%	2,356,591	1,529,898	998,244	993,936	1,165,651
Operating Expenses									
Office Operations	93,159	96,328	3,169	3%	222,205	129,046	85,403	73,925	83,734
General and Administrative	128,266	104,998	(23,268)	-22%	138,181	9,915	95,632	92,502	112,973
Utilities	169,185	92,179	(77,006)	-84%	223,229	54,044	179,532	165,213	196,199
Repair and Maintenance	187,249	262,061	74,812	29%	643,043	455,794	179,034	148,429	200,809
Major Repairs and Replacement	66,784	70,533	3,749	5%	278,300	211,516	129,976	48,043	71,614
Contingency	-	-	-	0%	15,050	15,050	-	-	-
Total Operating Expenses	644,643	626,099	(18,544)	-3%	1,520,008	875,365	669,577	528,112	665,329
Surplus / (Deficit) After Operations	182,050	355,730	(173,680)	-49%	836,583		328,667	465,824	500,322
Non-Operating (Income) / Expense									
Investment Earning	(1,362)	(1,458)	(96)	-7%	(3,500)	(2,138)	(3,551)	(2,044)	(230)
Debt Service, Interest	184,916	190,419	5,503	3%	788,277	603,361	190,419	196,729	202,644
Debt Service, Fees	-	-	-	#DIV/0!	100,000	100,000	-	-	-
Debt Service, Principal	-	-	-	#DIV/0!	378,858	378,858	-	-	-
Total Non-Operating (Income) / Expense	183,554	188,961	5,407	3%	1,263,635	1,080,081	186,868	194,685	202,413
Surplus / (Deficit) Before Capital	(1,504)	166,769	(168,273)	-101%	(427,052)		141,799	271,139	297,909
Capital Spending	5,217	5,000	(217)	-4%	14,684,000	14,678,783	148,828	8,636	1,359
Surplus / (Deficit)	(6,721)	161,769	(168,490)	-104%	(15,111,052)		(7,029)	262,503	296,550
Other Sources / (Uses)									
Transfer (To)/From General Fund	(73,982)	(73,982)	-	0%	(147,964)	(73,982)	(81,480)	(54,641)	(56,082)
New Loan Proceeds	-	-	-	100%	13,135,000	13,135,000	-	-	-
Sale of Assets	-	-	-	0%	-	-	-	-	2,068
Grant Revenues	-	-	-	0%	-	-	-	-	-
Transfer From AHDF	-	-	-	0%	2,124,016	2,124,016	-	-	-
Total Other Sources / (Uses)	(73,982)	(73,982)	-	0%	15,111,052	2,124,016	(81,480)	(54,641)	(54,014)
Surplus / (Deficit)	(80,703)	87,787	(168,490)	-192%	-		(88,509)	207,862	242,536

Rent revenues are under budget and prior year by 18% because of the April rent waiver. Other revenues are over budget 40% due mostly to a dividend check from SMPA, lease break fees, and unit transfer fees. Office operations are over budget 3% which is mainly due to salaries and wages, caused by the departure of the manager's PTO pay out. General and administrative is over budget 22% due to property insurance and legal fees. Utilities are 84% over budget in electricity and cable and over last year in water/sewer. Budget overages are due to unmatched timing of expenses to reimbursements for electric submetering and cable accounts dropping off with lease changes. Maintenance is under budget 29% due to employee costs due primarily to the unfilled Maintenance Manager position. MR&R expenses include carpet, vinyl, and cabinet replacement, appliances, hot water heaters, sidewalk repair, signage, and the bobcat lease.

**Town of Mountain Village Monthly Revenue and Expenditure Report
May 2020**

	2020						2019	2018	2017
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
Debt Service Fund									
Revenues									
Abatements	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ (53,221)	\$ (87)
Contributions	39,800	39,800	-	0.00%	199,600	159,800	41,600	43,325	44,753
Miscellaneous Revenue	-	-	-	#DIV/0!	-	-	-	-	-
Property Taxes	448,381	464,720	(16,339)	-3.52%	548,019	99,638	467,211	467,616	2,889,312
Reserve/Capital/Liquidity Interest	1,390	833	557	66.87%	2,000	610	2,180	1,885	1,845
Specific Ownership Taxes	8,452	13,334	(4,882)	-36.61%	32,000	23,548	11,810	12,687	59,613
Total Revenues	498,023	518,687	(20,664)	140.00%	781,619	283,596	522,801	472,292	2,995,436
Debt Service									
2001/2011 Bonds - Gondola - Paid by contributions from TMVOA and TSG									
2001/2011 Bond Issue - Interest	39,800	39,800	-	#DIV/0!	79,600	39,800	41,600	43,325	44,753
2001/2011 Bond Issue - Principal	-	-	-	#DIV/0!	120,000	120,000	-	-	-
2005 Bonds - Telluride Conference Center - (refunding portion)									
2005 Bond Issue - Interest	-	-	-	#DIV/0!	-	-	-	-	17,000
2005 Bond Issue - Principal	-	-	-	#DIV/0!	-	-	-	-	-
2006/2014 Bonds - Heritage Parking									
2014 Bond Issue - Interest	122,513	122,513	-	#DIV/0!	245,025	122,512	125,363	128,113	134,118
2014 Bond Issue - Principal	-	-	-	#DIV/0!	285,000	285,000	-	-	250,000
2007 Bonds - Water/Sewer (refunding 1997)									
2007 Bond Issue - Interest	-	-	-	#DIV/0!	-	-	-	-	44,756
2007 Bond Issue - Principal	-	-	-	#DIV/0!	-	-	-	-	-
2009 Bonds - Telluride Conference Center (refunding 1998 bonds)									
2009 Bond Issue - Interest	-	-	-	#DIV/0!	-	-	-	-	6,200
2009 Bond Issue - Principal	-	-	-	0.00%	-	-	-	-	-
Total Debt Service	162,313	162,313	-	0.00%	729,625	567,312	166,963	171,438	496,827
Surplus / (Deficit)	335,710	356,374	(20,664)	-5.80%	51,994		355,839	300,855	2,498,609
Operating Expenses									
Administrative Fees	288	3,158	(2,870)	-90.88%	3,158	2,870	328	250	250
County Treasurer Collection Fees	13,455	14,215	(760)	-5.35%	16,763	3,308	14,030	12,444	86,695
Total Operating Expenses	13,743	17,373	(3,630)	-20.89%	19,921	6,178	14,358	12,694	86,945
Surplus / (Deficit)	321,967	339,001	(17,034)	-5.02%	32,073		341,481	288,161	2,411,664
Other Sources and Uses									
Transfer (To) From General Fund	(8,452)	(13,334)	4,882	-36.61%	(32,000)	(23,548)	(11,810)	(12,687)	(59,613)
Transfer (To) From Other Funds (1)	-	-	-	#DIV/0!	-	-	-	-	-
Bond Premiums	-	-	-	#DIV/0!	-	-	-	-	-
Proceeds From Bond Issuance	-	-	-	#DIV/0!	-	-	-	-	-
Total Other Sources and Uses	(8,452)	(13,334)	4,882	-36.61%	(32,000)	(23,548)	(11,810)	(12,687)	(59,613)
Surplus / (Deficit)	\$ 313,515	\$ 325,667	\$ (12,152)	-3.73%	\$ 73		\$ 329,671	\$ 275,474	\$ 2,352,051
Beginning Fund Balance	\$ 405,573	\$ 405,770	\$ (197)						
Ending Fund Balance	\$ 719,088	\$ 731,437	\$ (12,349)						



MEMORANDUM

To: Mayor and Town Councilors

Agenda Item # 7

From: James Mahoney

Date: July 9, 2020

Re: Ordinance Enabling Collection of Sales Tax on Remote Sales

Background: As was discussed in June, the Town of Mountain Village is now able to collect sales tax on remote sellers without a physical location in the Mountain Village or the state of Colorado through the attached ordinance. There were no directed changes from the first reading.

Proposed Motion:

I move to approve on second reading the Ordinance Enabling Collection of Sales Tax on remote sellers as presented.

ORDINANCE NO. 2020-____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE AMENDING CHAPTER 3.04 OF TITLE 3 OF THE MUNICIPAL CODE TO ENABLE THE COLLECTION OF SALES TAX FROM REMOTE SALES

RECITALS:

WHEREAS, the Town of Mountain Village, Colorado, (the “Town”), is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution, and the Town of Mountain Village Charter; and

WHEREAS, pursuant to Article XX, Section 6 of the Colorado Constitution, the right to enact, administer and enforce sales taxes is clearly within the constitutional grant of power to the Town and is necessary to raise revenue with which to conduct the affairs and render the services performed by the Town; and

WHEREAS, pursuant to such authority, the Town has adopted and enacted a Sales Tax Code (the “Sales Tax Code”) codified as Chapter 3.04 of the Town of Mountain Village Municipal Code, under which Town sales tax is levied on all sales and purchases of tangible personal property or taxable services at retail unless prohibited, as applicable to the provision of this Ordinance, under the Constitution or laws of the United States; and

WHEREAS, the United States Supreme Court in *South Dakota v. Wayfair*, 138 S.Ct. 2080 (2018), overturned prior precedent and held that a State is not prohibited by the Commerce Clause from requiring a retailer to collect sales tax based solely on the fact that such retailer does not have a physical presence in the State (“Remote Sales”); and

WHEREAS, based upon such decision, the retailer’s obligation to collect Remote Sales is no longer based on the retailer’s physical presence in the jurisdiction by the Constitution or law of the United States, and the Town’s Sales Tax Code needs to be amended to clearly reflect such obligation consistent with said decision; and

WHEREAS, the delivery of tangible personal property, products, or services into the Town relies on and burdens local transportation systems, emergency and police services, waste disposal, utilities and other infrastructure and services; and

WHEREAS, the failure to tax remote sales creates incentives for businesses to avoid a physical presence in the State and its respective communities, resulting in fewer jobs and increasing the share of taxes to those consumers who buy from competitors with a physical presence in the State and its municipalities; and

WHEREAS, it is appropriate for Colorado municipalities to adopt uniform definitions within their sales tax codes to encompass marketplace facilitators, marketplace sellers, and multichannel sellers that do not have a physical presence in the Town, but that still have a taxable connection with the Town;

WHEREAS, the goal of adopting this ordinance is to join in on the simplification efforts of all the self-collecting home rule municipalities in Colorado; and

WHEREAS, this Ordinance provides a safe harbor to those who transact limited sales within the Town; and

WHEREAS, absent such amendment, the continued failure of retailers to voluntarily apply and remit sales tax owed on remote sales exposes the municipality to unremitted taxes and permits an inequitable exception that prevents market participants from competing on an even playing field; and

WHEREAS, the Town adopts this ordinance with the intent to address tax administration, and, in connection with, establish economic nexus for retailers or vendors without physical presence in the State and require the retailer or vendor to collect and remit sales tax for all sales made within the marketplace.

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

Section 1. Amendment of Title 3, Chapter 3.04 of the Municipal Code

The Town Council hereby approves the amendments to Chapter 3.04 of Title 3 of the Town of Mountain Village Municipal Code as set forth in Exhibit A.

Section 2. Ordinance Effect

This Ordinance shall not have any effect on existing litigation 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.

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 the Ordinance.

Section 4. Effective Date

This Ordinance shall become effective thirty (30) days after passage of this Ordinance on Second Reading.

Section 5. Public Hearing

A public hearing on this Ordinance was held on the 16th day of July, 2020, via virtual meeting held via phone and the zoom conferencing platform due to the Coronavirus Pandemic.

INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado, on the 18th day of June, 2020.

TOWN OF MOUNTAIN VILLAGE

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

By: _____
Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this 16th day of July, 2020.

TOWN OF MOUNTAIN VILLAGE

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

By: _____
Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

Approved as To Form:

Jim Mahoney, Town Attorney

I, Susan Johnston, 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 June 18, 2020, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton				
Patrick Berry				
Natalie Binder				
Peter Duprey				
Jack Gilbride				
Marti Prohaska				

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 _____, 2020 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 July 16, 2020. 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
Laila Benitez, Mayor				
Dan Caton				
Patrick Berry				
Natalie Binder				
Peter Duprey				
Jack Gilbride				
Marti Prohaska				

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 _____, 2020.

Susan Johnston, Town Clerk

(SEAL)

DRAFT

TITLE 3
REVENUE AND FINANCE

<u>CHAPTER</u>		<u>SUBJECT</u>
3.01		Fiscal Year
3.04		Sales Tax
3.08		Real Property
3.12		Accommodations
3.14		Restaurant and Bar Sales Tax
3.16		Use Tax
3.17		Road Impact Fee
3.20		Revenue and Spending
3.24	Pay	Payment of Fees Relating to Issuance of Approvals

CHAPTER 3.04
SALES TAX

Sections:

- 3.04.010 Purpose
- 3.04.020 Definitions
- 3.04.030 Property and Services Taxes
- 3.04.040 Exclusions
- 3.04.050 Tax on Tangible Personal Property
- 3.04.060 Place of Sale
- 3.04.070 Collection, Administration and Enforcement
- 3.04.080 Amendments
- 3.04.090 Severability
- 3.04.100 Authorization to Act
- 3.04.110 Sales Tax Registration
- 3.04.120 Audit of Record
- 3.04.130 Tax Information Confidential
- 3.04.140 Overpayment
- 3.04.150 Underpayment on Returns
- 3.04.160 Tax Deficiencies and Penalties
- 3.04.170 Notice of Assessment and Protest
- 3.04.180 Hearings and Appeals
- 3.04.190 Lien for Tax Due
- 3.04.200 Civil Action
- 3.04.210 Jeopardy Assessment
- 3.04.220 Distraint and Sale
- 3.04.230 Violations, Enforcement and Penalty
- 3.04.240 Statute of Limitations
- 3.04.250 Enforceability

3.04.010 Purpose

Pursuant to Ordinance 98-07, Section 1: The purpose of this Chapter is to impose a Sales Tax upon the sale at retail of tangible personal property and the furnishing of certain services in the Town, pursuant to its powers as a home- rule Town under the Colorado Constitution, in the same manner as they are taxable pursuant to Article 2 of Title 29, C.R.S. as amended, except as hereafter provided. (Ord. 98-07 § 1).

The purpose of this Chapter is to establish certain rules, regulations and procedures and to delegate the authority for the establishment of additional rules, regulations and procedures for the collection of the sales tax imposed by Chapter 3.04 of the Town's Municipal Code (the "Sales Tax"). This Chapter specifically repeals and replaces Section 3.04.070 of the Town's Municipal Code authorizing collection of the Sales Tax by the Colorado Department of Revenue. (Ord. No. 2011-08 §1(A)).

3.04.020 Definitions

For the purpose of this Chapter, the following words and phrases as used in this chapter shall have the following meaning:

- A. **"Auction"** means any sale where tangible personal property is sold by an auctioneer who is either the agent for the owner of such property or is in fact the owner thereof.
- B. **"Automotive Vehicle"** means any vehicle or device in, upon, or by which any person or property is or may be transported or drawn upon a public highway, or any device used or designed for aviation or flight in the air. Automotive Vehicle includes, but is not limited to, motor vehicles, trailers, semi-trailers, or mobile homes. Automotive Vehicle shall not include devices moved by human power or used exclusively upon stationary rails or tracks.
- C. **"Business"** means all activities engaged in or caused to be engaged in with the object of gain, benefit, or advantage, direct or indirect.
- D. **"Candy"** means a preparation of sugar, honey, or other natural or artificial sweeteners in combination with chocolate, fruit, nuts, or other ingredients or flavorings in the form of bars, drops, or pieces. Candy does not include any preparation containing flour, products that require refrigeration or marijuana infused products.
- E. **"Carrier Access Services"** means the services furnished by a local exchange company to its customers who provide telecommunications services which allow them to provide such telecommunications services.

- F. **“Charitable Organization”** means any entity which: (1) has been certified as a nonprofit organization under Section 501(c)(3) of the Internal Revenue Code, and (2) is an organization which exclusively, and in a manner consistent with existing laws and for the benefit of an indefinite number of persons or animals, freely and voluntarily ministers to the physical, mental, or spiritual needs of persons or animals, and thereby lessens the burden of government.
- G. **“Town”** or **“Town”** means the Town of Mountain Village, Colorado.
- H. **“Coins”** means monetized bullion or other forms of money manufactured from gold, silver, platinum, palladium or other such metals now, in the future or heretofore designated as a medium of exchange under the laws of this State, the United States or any foreign nation.
- I. **“Coin Operated Device”** means any device operated by coins or currency or any substitute therefor.
- J. **“Collection Costs”** shall include, but is not limited to, all costs of audit, assessment, bank fees, hearings, execution, lien filing, distraint, litigation, locksmith fees, auction fees and costs, prosecution and attorney fees.
- K. **“Commercial Packaging Materials”** means containers, labels, and/or cases, that become part of the finished product to the purchaser, used by or sold to a person engaged in manufacturing, compounding, wholesaling, jobbing, retailing, packaging, distributing or bottling for sale, profit or use, and is not returnable to said person for reuse. Commercial Packaging Materials does not include Commercial Shipping Materials.
- L. **“Commercial Shipping Materials”** means materials that do not become part of the finished product to the purchaser which are used exclusively in the shipping process. Commercial Shipping Materials include but are not limited to containers, labels, pallets, banding material and fasteners, shipping cases, shrink wrap, bubble wrap or other forms of binding, padding or protection.
- M. **“Community Organization”** means a nonprofit entity organized and operated exclusively for the promotion of social welfare, primarily engaged in promoting the common good and general welfare of the community, so long as: (1) No part of the net earnings of which inures to the benefit of any private shareholder or individual; (2) No substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation; and (3) Which does not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

- N. **“Construction Equipment”** means any equipment, including mobile machinery and mobile equipment, which is used to erect, install, alter, demolish, repair, remodel, or otherwise make improvements to any real property, building, structure or infrastructure.
- O. **“Construction Materials”** means tangible personal property which, when combined with other tangible personal property, loses its identity to become an integral and inseparable part of a structure or project including public and private improvements. Construction Materials include, but are not limited to, such things as: asphalt, bricks, builders' hardware, caulking material, cement, concrete, conduit, electric wiring and connections, fireplace inserts, electrical heating and cooling equipment, flooring, glass, gravel, insulation, lath, lead, lime, lumber, macadam, millwork, mortar, oil, paint, piping, pipe valves and pipe fittings, plaster, plumbing fixtures, putty, reinforcing mesh, road base, roofing, sand, sanitary sewer pipe, sheet metal, site lighting, steel, stone, stucco, tile, trees, shrubs and other landscaping materials, wall board, wall coping, wallpaper, weather stripping, wire netting and screen, water mains and meters, and wood preserver. The above materials, when used for forms, or other items which do not remain as an integral and inseparable part of completed structure or project are not construction materials.
- P. **“Consumer”** means any person in the Town who purchases, uses, stores, distributes or otherwise consumes tangible personal property or taxable services, purchased from sources inside or outside the Town.
- Q. **“Contract Auditor”** means a duly authorized agent designated by the taxing authority and qualified to conduct tax audits on behalf of and pursuant to an agreement with the municipality.
- R. **“Contractor”** means any person who shall build, construct, reconstruct, alter, expand, modify, or improve any building, dwelling, structure, infrastructure, or other improvement to real property for another party pursuant to an agreement. For purposes of this definition, Contractor also includes subcontractor.
- S. **“Cover Charge”** means a charge paid to a club or similar entertainment establishment which may, or may not, entitle the patron paying such charge to receive tangible personal property, such as food and/or beverages.
- T. **“Data Processing Equipment”** means any equipment or system of equipment used in the storage, manipulation, management, display, reception or transmission of information.

- U. **“Digital Product”** means an electronic product including, but not limited to: (1) “digital images” which means works that include, but are not limited to, the following that are generally recognized in the ordinary and usual sense as “photographs,” “logos,” “cartoons,” or “drawings.” (2) “digital audio-visual works” which means a series of related images which, when shown in succession, impart an impression of motion, together with accompanying sounds, if any, (3) “digital audio works” which means works that result from the fixation of a series of musical, spoken, or other sounds, including ringtones. For purposes of the definition of “digital audio works”, “ringtones” means digitized sound files that are downloaded onto a device and that may be used to alert the customer with respect to a communication, and (4) “digital books” which means works that are generally recognized in the ordinary and usual sense as “books”.
- V. **“Distribution”** means the act of distributing any article of tangible personal property for use or consumption, which may include, but not be limited to, the distribution of advertising gifts, shopper’s guides, catalogs, directories, or other property given as prizes, premiums, or for goodwill or in conjunction with the sales of other commodities or services.
- W. **“Dual Residency”** means those situations including, but not limited to, where a person maintains a residence, place of business or business presence, both within and outside the Town. A person shall be deemed to have established a legitimate residence, place of business or business presence outside of the Town for purposes of dual residency if the person has a physical structure owned, leased or rented by such person which is designated by street number or road location outside of the Town, has within it a telephone or telephones in the name of such person and conducts business operations on a regular basis at such location in a manner that includes the type of business activities for which the business (person), as defined in this Code, is organized.
- X. **“Dwelling Unit”** means a building or any portion of a building designed for occupancy as complete, independent living quarters for one (1) or more persons, having direct access from the outside of the building or through a common hall and having living, sleeping, kitchen and sanitary facilities for the exclusive use of the occupants.
- Y. **“Economic Nexus”** means the connection between the Town and a person not having a physical nexus in the State of Colorado, which connection is established when the person or marketplace facilitator makes retail sales into the Town, and (1) in the previous calendar year, the person, which includes a marketplace facilitator, has made retail sales into the state exceeding the amount specified in C.R.S. Section 39-26-102(3)(c) as amended or (2) in the current calendar year, 90 days has passed following the month in which the person, which includes a marketplace facilitator, has made retail sales into the state exceeding the amount specified in C.R.S. Section 39-26-102(3)(c), as amended. This definition does not

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apply to any person who is doing business in this state but otherwise applies to any other person.

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Y.Z. **“Engaged in Business in the Town”** means performing or providing services or selling, leasing, renting, delivering or installing tangible personal property for storage, use or consumption, within the Town. Engaged in Business in the Town includes, but is not limited to, any one of the following activities by a person: (1) Directly, indirectly, or by a subsidiary maintains a building, store, office, salesroom, warehouse, or other place of business within the taxing jurisdiction; (2) Sends one or more employees, agents or commissioned sales persons into the taxing jurisdiction to solicit business or to install, assemble, repair, service, or assist in the use of its products, or for demonstration or other reasons; (3) Maintains one or more employees, agents or commissioned sales persons on duty at a location within the taxing jurisdiction; (4) Owns, leases, rents or otherwise exercises control over real or personal property within the taxing jurisdiction; or ~~(5) Makes more than one delivery into the taxing jurisdiction within a twelve month period by any means other than a common carrier.~~ (5) retailer or vendor in the state of Colorado that makes more than one delivery into the taxing jurisdiction within a twelve month period; or (6) Makes retail sales sufficient to meet the definitional requirements of economic nexus as set forth in _____ (insert section of code).

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Z.AA. **“Factory Built Housing”** means a manufactured home or modular home.

AA.BB. **“Finance Director”** means the Finance Director of the Town of Mountain Village or such other person designated by the municipality; Finance Director shall also include such person's designee.

BB.CC. **“Food For Home Consumption”** means food for domestic home consumption as defined in 7 U.S.C. sec. 2012 (k) (2014), as amended, for purposes of the supplemental nutrition assistance program, or any successor program, as defined in 7 U.S.C. sec. 2012 (t), as amended; except that "food" does not include carbonated water marketed in containers; chewing gum; seeds and plants to grow foods; prepared salads and salad bars; packaged and unpackaged cold sandwiches; deli trays; and hot or cold beverages served in unsealed containers or cups that are vended by or through machines or non-coin-operated coin-collecting food and snack devices on behalf of a vendor.

CC.DD. **“Garage Sales”** means sales of tangible personal property, except automotive vehicles, occurring at the residence of the seller, where the property to be sold was originally purchased for use by members of the household where such sale is being conducted. The term includes, but is not limited to, yard sales, estate sales, and block sales.

DD-EE. “**Gross Sales**” means the total amount received in money, credit, property or other consideration valued in money for all sales, leases, or rentals of tangible personal property or services.

EE-FF. “**Internet Access Services**” means services that provide or enable computer access by multiple users to the Internet, but shall not include that portion of packaged or bundled services providing phone or television cable services when the package or bundle includes the sale of Internet Access Services.

FF-GG. “**Internet Subscription Service**” means software programs, systems, data and applications available online through rental, lease or subscription, that provide information and services including, but not limited to, data linking, data research, data analysis, data filtering or record compiling.

GG-HH. “**License**” means a Town of Mountain Village business license.

HH-II. “**Linen Services**” means services involving the provision and cleaning of linens, including but not limited to rags, uniforms, coveralls and diapers.

H-JJ. “**Machinery**” means any apparatus consisting of interrelated parts used to produce an article of tangible personal property. The term includes both the basic unit and any adjunct or attachment necessary for the basic unit to accomplish its intended function.

JJ-KK. “**Manufactured Home**” means any preconstructed building unit or combination of preconstructed building units, without motive power, where such unit or units are manufactured in a factory or at a location other than the residential site of the completed home, which is designed and commonly used for occupancy by persons for residential purposes, in either temporary or permanent locations, and which unit or units are not licensed as a vehicle.

LL. “**Manufacturing**” means the operation or performance of an integrated series of operations which places a product, article, substance, commodity, or other tangible personal property in a form, composition or character different from that in which it was acquired whether for sale or for use by a manufacturer. The change in form, composition or character must result in a different product having a distinctive name, character or use from the raw or prepared materials.

MM. “**Marketplace**” means a physical or electronic forum, including but not limited to, a store, a booth, an internet website, a catalog, or a dedicated sales software application, where tangible personal property, taxable products, or taxable services are offered for sale.

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NN. “Marketplace Facilitator” means a person who (1) Contracts with a marketplace seller or multichannel seller to facilitate for consideration, regardless of whether or not the consideration is deducted as fees from the transaction, the sale of the marketplace seller’s tangible personal property, products, or services through the person’s marketplace; (2) Engages directly or indirectly, through one or more affiliated persons, in transmitting or otherwise communicating the offer or acceptance between a purchaser and the marketplace seller or multichannel seller; and (3) Either directly or indirectly, through agreements or arrangements with third parties, collects payment from the purchaser on behalf of the seller.

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KK. A Marketplace Facilitator does not include a person that exclusively provides internet advertising services or list products for sale and that does not otherwise meet this definition.

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OO. “Marketplace Seller” means a person, regardless of whether or not the person is engaged in business in the city, which has an agreement with a marketplace facilitator and offers for sale tangible personal property, products, or services through a marketplace owned, operated, or controlled by a marketplace facilitator.

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PP. “Medical Marijuana” means marijuana acquired, possessed, cultivated, manufactured, delivered, transported, supplied, sold, or dispensed to a person who qualifies as a patient with a debilitating medical condition(s) under Article XVIII, Section 14, of the Colorado Constitution, and which person holds a valid “registry identification card” issued by the State of Colorado pursuant to Colorado Constitution, Article XVIII, Section 14.

QQ. “Mobile Machinery and Self-Propelled Construction Equipment” means those vehicles, self-propelled or otherwise, which are not designed primarily for the transportation of persons or cargo over the public highways, and those motor vehicles which may have originally been designed for the transportation of persons or cargo over the public highways, and those motor vehicles which may have originally been designed for the transportation of persons or cargo but which have been redesigned or modified by the mounting thereon of special equipment or machinery, and which may be only incidentally operated or moved over the public highways. This definition includes but is not limited to wheeled vehicles commonly used in the construction, maintenance, and repair of roadways, the drilling of wells, and the digging of ditches.

RR. “Modular Home” means any structure that consists of multiple sections fabricated, formed or assembled in manufacturing facilities for installation and assembly at the building site, and is constructed to the building codes adopted by the State Division of

Housing, created in Section 24-32-706, C.R.S., and is designed to be installed on a permanent foundation.

SS. **“Motor Fuel”** means gasoline, casing head or natural gasoline, benzol, benzene and naphtha, gasohol and any other liquid prepared, advertised, offered for sale, sold for use or used or commercially usable in internal combustion engines for the generation of power for the propulsion of motor vehicles upon the public highways. The term does not include fuel used for the propulsion or drawing of aircraft or railroad cars or railroad locomotives.

QQ.TT. **“Multichannel Seller”** means a retailer that offers for sale tangible personal property, commodities, or services through a marketplace owned, operated, or controlled by a marketplace facilitator, and through other means.

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PP.UU. **“Newspaper”** means a publication, printed on newsprint, intended for general circulation, and published regularly at short intervals, containing information and editorials on current events and news of general interest. The term Newspaper does not include: magazines, trade publications or journals, credit bulletins, advertising inserts, circulars, directories, maps, racing programs, reprints, newspaper clipping and mailing services or listings, publications that include an updating or revision service, or books or pocket editions of books.

QQ.VV. **“Online Garage Sales”** means sales of tangible personal property, except automotive vehicles, occurring online, where the property to be sold was originally purchased for use by the seller or members of the seller’s household.

RR.WW. **“Parent”** means a parent of a student.

SS.XX. **“Person”** means any individual, firm, partnership, joint venture, corporation, limited liability company, estate or trust, receiver, trustee, assignee, lessee or any person acting in a fiduciary or representative capacity, whether appointed by court or otherwise, or any group or combination acting as a unit.

TT.YY. **“Photovoltaic System”** means a power system designed to supply usable solar power by means of photovoltaics, a method of converting solar energy into direct current electricity using semiconducting materials that create voltage or electric current in a material upon exposure to light. It consists of an arrangement of several components, including solar panels to absorb and convert sunlight into electricity, a solar inverter to change the electric current from DC to AC, as well as mounting, cabling, metering systems and other electrical accessories to set up a working system.

~~UU~~ZZ. **“Precious Metal Bullion”** means any precious metal, including but not limited to, gold, silver, platinum, palladium, that has been put through a process of refining and is in such a state or condition that its value depends upon its precious metal content and not its form.

~~VV~~AAA. **“Prepress Preparation Material”** means all materials used by those in the printing industry including, but not limited to, airbrush color photos, color keys, dies, engravings, light-sensitive film, light-sensitive paper, masking materials, Mylar, plates, proofing materials, tape, transparencies, and veloxes, which are used by printers in the preparation of customer specific layouts or in plates used to fill customers' printing orders, which are eventually sold to a customer, either in their original purchase form or in an altered form, and for which a sales or use tax is demonstrably collected from the printer's customer, if applicable, either separately from the printed materials or as part of the inclusive price therefor. Materials sold to a printer which are used by the printer for the printer's own purposes, and are not sold, either directly or in an altered form, to a customer, are not included within this definition.

~~WW~~BBB. **“Preprinted Newspaper Supplements”** shall mean inserts, attachments or supplements circulated in newspapers that: (1) are primarily devoted to advertising; and (2) the distribution, insertion, or attachment of which is commonly paid for by the advertiser.

~~XX~~CCC. **“Prescription Drugs for Animals”** means a drug which, prior to being dispensed or delivered, is required by the federal Food, Drug, and Cosmetic Act, 21 U.S.C. Sect. 301, et. seq., as amended, to state at a minimum the symbol “Rx Only”, and is dispensed in accordance with any order in writing, dated and signed by a licensed veterinarian specifying the animal for which the medicine or drug is offered and directions, if any, to be placed on the label.

~~YY~~DDD. **“Prescription Drugs for Humans”** means a drug which, prior to being dispensed or delivered, is required by the federal Food, Drug, and Cosmetic Act, 21 U.S.C. Sect. 301, et. seq., as amended, to state at a minimum the symbol “Rx Only”, and is dispensed in accordance with any written or electronic order dated and signed by a licensed practitioner of the healing arts, or given orally by a practitioner and immediately reduced to writing by the pharmacist, assistant pharmacist, or pharmacy intern, specifying the name and any required information of the patient for whom the medicine, drug or poison is offered and directions, if any, to be placed on the label.

~~ZZ~~EEE. **“Price”** or **“Purchase Price”** means the aggregate value measured in currency paid or delivered or promised to be paid or delivered in consummation of a sale, without any discount from the price on account of the cost of materials used, labor or service cost,

and exclusive of any direct tax imposed by the federal government or by this article, and, in the case of all retail sales involving the exchange of property, also exclusive of the fair market value of the property exchanged at the same time and place of the exchange, if: (1) Such exchanged property is to be sold thereafter in the usual course of the retailer's business, or (2) Such exchanged property is a vehicle and is exchanged for another vehicle and both vehicles are subject to licensing, registration, or certification under the laws of this state, including, but not limited to, vehicles operating upon public highways, off-highway recreation vehicles, watercraft, and aircraft. Any money or other consideration paid over and above the value of the exchanged property is subject to tax.

Price or Purchase Price includes:

- (1) The amount of money received or due in cash and credits.
- (2) Property at fair market value taken in exchange but not for resale in the usual course of the retailer's business.
- (3) Any consideration valued in money, whereby the manufacturer or someone else reimburses the retailer for part of the purchase price and other media of exchange.
- (4) The total price charged on credit sales including finance charges which are not separately stated at the time of sale. An amount charged as interest on the unpaid balance of the purchase price is not part of the purchase price unless the amount added to the purchase price is included in the principal amount of a promissory note; except the interest or carrying charge set out separately from the unpaid balance of the purchase price on the face of the note is not part of the purchase price. An amount charged for insurance on the property sold and separately stated at the time of sale is not part of the purchase price.
- (5) Installation, applying, remodeling or repairing the property, delivery and wheeling-in charges included in the purchase price and not separately stated.
- (6) Transportation and other charges to effect delivery of tangible personal property to the purchaser.
- (7) Indirect federal manufacturers' excise taxes, such as taxes on automobiles, tires and floor stock.
- (8) The gross purchase price of articles sold after manufacturing or after having been made to order, including the gross value of all the materials used, labor and service performed and the profit thereon.

Price or Purchase Price shall not include:

- (1) Any sales or use tax imposed by the State of Colorado or by any political subdivision thereof.
- (2) The fair market value of property exchanged if such property is to be sold thereafter in the retailers' usual course of business. This is not limited to exchanges in Colorado. Out of state trade-ins are an allowable adjustment to the purchase price.
- (3) Discounts from the original price if such discount and the corresponding decrease in sales tax due is actually passed on to the purchaser, and the seller is not reimbursed for the discount by the manufacturer or someone else. An anticipated discount to be

allowed for payment on or before a given date is not an allowable adjustment to the price in reporting gross sales.

~~AAA.FFF.~~ **“Private Communications Services”** means telecommunications services furnished to a subscriber, which entitles the subscriber to exclusive or priority use of any communication channel or groups of channels, or to the exclusive or priority use of any interstate inter-communications system for the subscriber's stations.

~~BBB.GGG.~~ **“Prosthetic Devices for Animals”** means any artificial limb, part, device or appliance for animal use which replaces a body part or aids or replaces a bodily function; is designed, manufactured, altered or adjusted to fit a particular patient; and is prescribed by a licensed veterinarian. Prosthetic devices include, but are not limited to, prescribed auditory, ophthalmic or ocular, cardiac, dental, or orthopedic devices or appliances, and oxygen concentrators with related accessories.

~~CCC.HHH.~~ **“Prosthetic Devices for Humans”** means any artificial limb, part, device or appliance for human use which replaces a body part or aids or replaces a bodily function; is designed, manufactured, altered or adjusted to fit a particular patient; and is prescribed by a licensed practitioner of the healing arts. Prosthetic devices include, but are not limited to, prescribed auditory, ophthalmic or ocular, cardiac, dental, or orthopedic devices or appliances, and oxygen concentrators with related accessories.

~~DDD.III.~~ **“Purchase” or “Sale”** means the acquisition for any consideration by any person of tangible personal property, other taxable products or taxable services that are purchased, leased, rented, or sold. These terms include capital leases, installment and credit sales, and property and services acquired by:

- (1) Transfer, either conditionally or absolutely, of title or possession or both to tangible personal property, other taxable products, or taxable services;
- (2) A lease, lease-purchase agreement, rental or grant of a license, including royalty agreements, to use tangible personal property, other taxable products, or taxable services. The utilization of coin operated devices, except coin-operated telephones, which do not vend articles of tangible personal property shall be considered short term rentals of tangible personal property.;
- (3) Performance of taxable services; or
- (4) Barter or exchange for other tangible personal property, other taxable products, or services.

The terms Purchase and Sale do not include:

- (1) A division of partnership assets among the partners according to their interests in the partnership;

- (2) The transfer of assets of shareholders in the formation or dissolution of professional corporations, if no consideration including, but not limited to, the assumption of a liability is paid for the transfer of assets;
- (3) The dissolution and the pro rata distribution of the corporation's assets to its stockholders, if no consideration including, but not limited to, the assumption of a liability is paid for the transfer of assets;
- (4) A transfer of a partnership or limited liability company interest;
- (5) The transfer of assets to a commencing or existing partnership or limited liability company, if no consideration including, but not limited to, the assumption of a liability is paid for the transfer of assets;
- (6) The repossession of personal property by a chattel mortgage holder or foreclosure by a lienholder;
- (7) The transfer of assets from a parent company to a subsidiary company or companies which are owned at least eighty percent by the parent company, which transfer is solely in exchange for stock or securities of the subsidiary company;
- (8) The transfer of assets from a subsidiary company or companies which are owned at least eighty percent by the parent company to a parent company or to another subsidiary which is owned at least eighty percent by the parent company, which transfer is solely in exchange for stock or securities of the parent corporation or the subsidiary which received the assets;
- (9) The transfer of assets between parent and closely held subsidiary companies, or between subsidiary companies closely held by the same parent company, or between companies which are owned by the same shareholders in identical percentage of stock ownership amounts, computed on a share-by-share basis, when a tax imposed by this article was paid by the transferor company at the time it acquired such assets, except to the extent that there is an increase in the fair market value of such assets resulting from the manufacturing, fabricating, or physical changing of the assets by the transferor company. To such an extent any transfer referred to in this paragraph (11) shall constitute a sale. For the purposes of this paragraph (11), a closely held subsidiary corporation is one in which the parent company owns stock possessing or membership interest at least eighty percent of the total combined voting power of all classes of stock entitled to vote and owns at least eighty percent of the total number of shares of all other classes of stock.

EEE,JJJ. “**Recreation Services**” means all services relating to athletic or entertainment participation events and/or activities including but not limited to pool, golf, billiards, skating, tennis, bowling, health/athletic club memberships, coin operated amusement devices, video games and video club memberships.

FFF,KKK. “**Renewable Energy**” means any energy resource that is naturally regenerated over a short time scale and derived directly from the sun (such as thermal, photochemical, and photoelectric), indirectly from the sun (such as wind, hydropower, and photosynthetic energy stored in biomass), or from other natural movements and mechanisms of the environment (such as geothermal and tidal energy). Renewable Energy does not include

energy resources derived from fossil fuels, waste products from fossil sources, or waste products from inorganic sources.

~~GGG.LLL.~~ **“Resident”** means a person who resides or maintains one or more places of business within the Town, regardless of whether that person also resides or maintains a place of business outside of the Town.

~~HHH.MMM.~~ **“Retail Sales”** means all sales except wholesale sales.

~~HH.NNN.~~ **“Retailer or Vendor”** means any person selling, leasing, renting, or granting a license to use tangible personal property or services at retail. Retailer shall include, but is not limited to, any: (1) Auctioneer; (2) Salesperson, representative, peddler or canvasser, who makes sales as a direct or indirect agent of or obtains such property or services sold from a dealer, distributor, supervisor or employer; (3) Charitable organization or governmental entity which makes sales of tangible personal property to the public, notwithstanding the fact that the merchandise sold may have been acquired by gift or donation or that the proceeds are to be used for charitable or governmental purposes; (4) Retailer-Contractor, when acting in the capacity of a seller of building supplies, construction materials, and other tangible personal property; ~~(5) Marketplace Facilitator, Marketplace Seller, or Multichannel Seller.~~

~~JJ.OOO.~~ **“Retailer-Contractor”** means a contractor who is also a retailer of building supplies, construction materials, or other tangible personal property, and purchases, manufactures, or fabricates such property for sale (which may include installation), repair work, time and materials jobs, and/or lump sum contracts.

~~KKK.PPP.~~ **“Return”** means any form prescribed by the Town/town administration for computing and reporting a total tax liability.

~~LLL.OOO.~~ **“Sale that Benefits a Colorado School”** means a sale of a commodity or service from which all proceeds of the sale, less only the actual cost of the commodity or service to a person or entity as described in this Code, are donated to a school or a school-approved student organization.

~~MMM.RRR.~~ **“Sales Tax”** means the tax that is collected or required to be collected and remitted by a retailer on sales taxed under the Town of Mountain Village Municipal Code.

~~NNN.SSS.~~ **“School”** means a public or nonpublic school for students in kindergarten through 12th grade or any portion thereof.

~~000~~.TTT. **“Security System Services”** means electronic alarm and/or monitoring services. Such term does not include non-electronic security services such as consulting or human or guard dog patrol services.

~~PPP~~.UUU. **“Soft Drink”** means a nonalcoholic beverage that contains natural or artificial sweeteners. “Soft drink” does not include beverages that contain milk or milk products, soy, rice, or similar milk substitutes, or greater than fifty percent of vegetable or fruit juice by volume.

~~000~~.VVV. **“Software Program”** means a sequence of instructions that can be measured, interpreted and executed by an electronic device (e.g. a computer, tablets, smart phones) regardless of the means by which it is accessed or the medium of conveyance. Software program includes: (1) Custom software program, which is a software program prepared to the special order or specifications of a single customer; (2) Pre-written software program, which is a software program prepared for sale or license to multiple users, and not to the special order or specifications of a single customer. Pre-written software is commonly referred to as “canned,” “off-the-shelf (“COTS”),” “mass produced” or “standardized;” (3) Modified software, which means pre-written software that is altered or enhanced by someone other than the purchaser to create a program for a particular user; and (4) The generic term “software,” “software application,” as well as “updates,” “upgrades,” “patches,” “user exits,” and any items which add or extend functionality to existing software programs.

~~RRR~~.WWW. **“Software as a Service”** means software that is rented, leased or subscribed to from a provider and used at the consumer’s location, including but not limited to applications, systems or programs.

~~SSS~~.XXX. **“Software License Fee”** means a fee charged for the right to use, access, or maintain software programs.

~~FFF~~.YYY. **“Software Maintenance Agreement”** means an agreement, typically with a software provider, that may include (1) provisions to maintain the right to use the software; (2) provisions for software upgrades including code updates, version updates, code fix modifications, enhancements, and added or new functional capabilities loaded into existing software, or (3) technical support

~~UUU~~.ZZZ. **“Solar Thermal Systems”** means a system whose primary purpose is to use energy from the sun to produce heat or cold for: (1) Heating or cooling a residential or commercial building; (2) Heating or cooling water; or (3) Any industrial, commercial, or manufacturing process.

~~VVV-AAAA.~~ **“Sound System Services”** means the provision of broadcast or pre-recorded audio programming to a building or portion thereof. Such term does not include installation of sound systems where the entire system becomes the property of the building owner or the sound system service is for presentation of live performances.

~~WWW-BBBB.~~ **“Special Fuel”** means kerosene oil, kerosene distillate, diesel fuel, all liquefied petroleum gases, and all combustible gases and liquids for use in the generation of power for propulsion of motor vehicles upon the public highways. The term does not include fuel used for the propulsion or drawing of aircraft, railroad cars or railroad locomotives.

~~XXX-CCCC.~~ **“Storage”** means any keeping or retention of, or exercise dominion or control over, or possession of, for any length of time, tangible personal property not while in transit but on a stand still basis for future use when leased, rented or purchased at retail from sources either within or without the Town from any person or vendor.

~~YYY-DDDD.~~ **“Student”** means any person enrolled in a school.

~~ZZZ-EEEE.~~ **“Tangible Personal Property”** means personal property that can be one or more of the following: seen, weighed, measured, felt, touched, stored, transported, exchanged, or that is in any other manner perceptible to the senses.

~~AAAA-FFFF.~~ **“Tax”** means the use tax due from a consumer or the sales tax due from a retailer or the sum of both due from a retailer who also consumes.

~~BBBB-GGGG.~~ **“Tax Deficiency” or “Deficiency”** means any amount of tax, penalty, interest, or other fee that is not reported and/or not paid on or before the date that any return or payment of the tax is required under the terms of this Code.

~~CCCC-HHHH.~~ **“Taxable Sales”** means gross sales less any exemptions and deductions specified in this Town of Mountain Village Municipal Code.

~~DDDD-IIII.~~ **“Taxable Services”** means services subject to tax pursuant to this Town of Mountain Village Municipal Code.

~~EEEE-JJJJ.~~ **“Taxpayer”** means any person obligated to collect and/or pay tax under the terms of this Town of Mountain Village Municipal Code.

~~FFFF-KKKK.~~ **“Telecommunications Service”** means the service of which the object is the transmission of any two-way interactive electronic or electromagnetic

communications including but not limited to voice, image, data and any other information, by the use of any means but not limited to wire, cable, fiber optical cable, microwave, radio wave, Voice over Internet Protocol (VoIP), or any combinations of such media, including any form of mobile two-way communication.

~~GGGG~~LLLL. **“Television & Entertainment Services”** means audio or visual content, that can be transmitted electronically by any means, for which a charge is imposed.

~~HHHH~~MMMM. **“Therapeutic Device”** means devices, appliances, or related accessories that correct or treat a human physical disability or surgically created abnormality.

~~HH~~NNNN. **“Toll Free Telecommunications Service”** means a Telecommunications Service that allows a caller to dial a number without incurring an additional charge for the call.

~~JJJJ~~OOOO. **“Total Tax Liability”** means the total of all tax, penalties and/or interest owed by a taxpayer and shall include sales tax collected in excess of such tax computed on total sales.

~~KKKK~~PPPP. **“Transient / Temporary Sale”** means a sale by any person who engages in a temporary business of selling and delivering goods within the Town for a period of no more than seven consecutive days.

~~LLLL~~QQQQ. **“Transient / Temporary Vendor”** means any person who engages in the business of Transient / Temporary Sales.

~~MMMM~~RRRR. **“Wholesale Sales”** means a sale by wholesalers to retailers, jobbers, dealers, or other wholesalers for resale and does not include a sale by Wholesalers to users or consumers not for resale; latter types of sales shall be deemed to be Retail Sales and shall be subject to the provisions of this chapter.

~~NNNN~~SSSS. **“Wholesaler”** means any person doing an organized wholesale or jobbing business and selling to Retailers, jobbers, dealers, or other Wholesalers, for the purpose of resale, and not for storage, use, consumption, or distribution.

3.04.030 Property and Services Taxes

There is hereby levied and there shall be collected and paid a Sales Tax in an amount herein provided on the sale at retail or personal property and the furnishing of certain services, as provided in “The Emergency Retail Sales Tax Act of 1935,” as set forth in Article 26 of Title 39,

C.R.S. (the “State Sales Tax Act”), which provisions are incorporated by this reference. The tangible personal property and services taxable pursuant to Section 39-26-104, C.R.S., and subject to the same exemptions as those specified in Section 39-26-114, C.R.S., except the exemption allowed for purchase of machinery or machine tools by Section 39-26-114(11), C.R.S. (Ord. 98-07 § 11).

3.04.040 Exclusions

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

3.04.050 Tax on Tangible Personal Property

There is hereby imposed upon all sales of tangible personal property at retail and the furnishing of other certain services, as specified in Section 3.08.050 of this Code, a four and one half percent (4.5%) Sales Tax. The imposition of the Sales Tax on the sale at retail of tangible personal property and the furnishing of certain services subject to this tax shall be in accordance with schedules set forth in the rules and regulations of the Department of Revenue of the State of Colorado as amended from time to time. (Ord. 2003-06 § 4).

3.04.060 Place of Sale

A. Place of Sale. For the purpose of this Chapter, all retail sales, except Marketplace Sales as set forth below are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to the destination outside the limits of the Town or to a common carrier for delivery to a destination outside the limits of the Town. In the event that the retailer has no permanent place of business in the Town, or has more than one place of business, the place or places at which the retail sales are consummated for the purpose of the Sales Tax imposed by this Chapter shall be determined by the provisions of the State Sales Tax Act and by the rules and regulations promulgated by the Department of Revenue of the State of Colorado. (Ord. 98-07 § 17).

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B. Marketplace Sales. Marketplace Sales are required to remit the Sales tax as follows:

1. A Marketplace facilitator engaged in business in the Town, is required to collect and remit Sales Tax on all taxable sales made by the Marketplace Facilitator, or facilitated by it for Marketplace Sellers or Multichannel Sellers to customers in the Town, whether or not the Marketplace Seller for whom sales are facilitated would have been required to collect Sales Tax had the sale not been facilitated by the Marketplace Facilitator.
2. A Marketplace Facilitator shall assume all the duties, responsibilities, and liabilities of a Retailer or Vendor. Marketplace Facilitators shall be liable for the taxes collected from Marketplace Sellers or Multichannel Sellers. The Town may recover any unpaid taxes, penalties, and interest from the Marketplace Facilitator that is responsible for collecting on behalf of Marketplace Sellers or Multichannel Sellers.
3. The liabilities, obligations, and rights set forth under this section are in addition to any duties and responsibilities of the Marketplace Facilitator has under this chapter if it also offers for sale tangible personal property, products, or services through other means.
4. A Marketplace Seller, with respect to sales of tangible personal property, products, or services made in or through a Marketplace Facilitator's marketplace, does not have the liabilities, obligations, or rights of a Retailer under this chapter if the Marketplace Seller can show that such sale was facilitated by a Marketplace Facilitator:
 - a. With whom the Marketplace Seller has a contract that explicitly provides that the Marketplace Facilitator will collect and remit sales tax on all sales subject to tax under this article; or
 - b. From whom the Marketplace Seller requested and received in good faith a certification that the Marketplace Facilitator is registered to collect sales tax and will collect sales tax on all sales subject to tax under this chapter made in or through the Marketplace Facilitator's marketplace.
5. A sale a Marketplace Seller makes that is not facilitated by a licensed Marketplace Facilitator in a marketplace, then the Marketplace Seller is subject to all of the same licensing, collection, remittance, filing and record keeping requirements as any other Retailer.

C. Auditing of Marketplace Facilitator. With respect to any sale the Town shall solely audit the Marketplace Facilitator for sales made by Marketplace Sellers or Multichannel Sellers but facilitated by the marketplace. The Town will not audit or otherwise assess tax

against Marketplace Sellers or Multichannel Sellers for sales facilitated by a marketplace facilitator.

D. No Retroactive Obligations. No obligation to collect sales tax as required by this the provisions of Section 3.04.060.B may be applied retroactively. Responsibilities, duties and liabilities described in Section 3.04.060.B of a Marketplace Facilitator, Marketplace Seller, or Multichannel Seller begin on the earlier of when they become licensed to collect the Town's Sales Tax or when they become legally obligated to collect the Town's Sales Tax under this Chapter 3.04.

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3.04.070 Collection, Administration and Enforcement

- A. Trust Status of Tax. All Sales Tax collected by any retailer shall be the property of the Town and remain public monies in the hands of such retailer, who shall hold the same in trust for the sole use and benefit of the Town until paid to the Town. (Ord. No. 2011-08 §3(A)).
- B. Retailer Responsible for Collection and Payment of Tax. Every retailer engaged in business in the Town shall be liable and responsible for payment of an amount equivalent to the taxable sales multiplied by the Sales Tax rate established by Section 3.04.08 of the Municipal Code. Retailers shall add the tax imposed, showing such tax as a separate and distinct item. Except as provided in this Section, no retailer shall advertise, hold out or state to the public or to any consumer, either directly or indirectly, that the sales tax or any part thereof shall be assumed or absorbed by the retailer, or that it will not be added to the price or, if added, that it or any part thereof shall be refunded.
1. Tax constitutes debt. Any tax added to the price by a retailer shall constitute a debt from the purchaser to the retailer until paid and shall be recoverable at law in the same manner as other debts.
 2. Excess tax. No retailer shall retain any Sales Tax collected in excess of the tax computed, but shall report such excess collections on the return for the period in which it was collected, and include it in the calculation of tax due.
 3. Disputed tax. When a dispute arises between a retailer and a purchaser who claims that the sale is exempt from the tax, the retailer shall collect, and the purchaser shall pay, such tax. The purchaser may submit a claim for refund to the Town within sixty (60) days of the date of purchase. Any such tax refunded by the Town will be paid directly to the purchaser.
 4. Vendor Fee. The Finance Director may establish a vendor fee, which shall be calculated as a percentage of the sales tax, to be established by the Finance Director which may be retained by the retailer for Sales Tax payments paid on time. (Ord. No. 2011-08 §4).
- C. Filing Returns, Due Date. Every taxpayer shall file a return on the forms and according to the procedures prescribed by the Finance Director pursuant to Section 3.04.100 herein, whether or not a tax is due, and remit any tax due to the Town on or before the twentieth day of the month following the reporting period. Failure to receive a return does not relieve a taxpayer of its legal responsibility for filing a return on or before the due date.

1. A retailer engaged in business in the Town at two (2) or more locations, whether inside or outside the Town, who collects Sales Tax, may file one (1) return for all such locations, when accompanied by a supplemental schedule showing the gross sales and net taxable sales for each location.
2. For good cause shown in a written request of a taxpayer, the Finance Director may extend the time for making returns and paying the tax due. Such good cause shall not include the retailer's inability to pay taxes due to the Town due to other debts incurred by the retailer or his or her business.
3. No person shall make any false statement in connection with a return.
4. The Town Council may require every taxpayer to complete all sections relevant to the type of business operated by the taxpayer, on an economic impact form, which shall include but not be limited to, average daily rate, occupancy rate, total number of rooms, occupied rooms, total lodging revenue, lodging revenue rounding variance, actual lodging revenue, retail sales revenue, other revenue and restaurant revenue. The Finance Director shall designate any reporting periods or period within a reporting period where the economic impact form is required to be filed by a vendor by designating such reporting period as requiring an economic impact form at least thirty (30) days prior to such reporting period. (Ord. No. 2011-08 §5).

D. Reporting Periods

1. Unless otherwise approved by the Town Council by Resolution, taxpayers must file returns and pay taxes as follows:
 - a. Upon approval of the Finance Director, a taxpayer whose yearly tax is Three Hundred Dollars (\$300.00) or less may file returns and pay tax annually or monthly.
 - b. A taxpayer whose yearly tax is more than Three Hundred (\$300.00) or more shall file returns and pay tax monthly.
 - c. For the purpose of the timing of the filing of returns, the amounts considered in Paragraphs (1) through (2) must be consistent for a period of three (3) consecutive months to be approved for any schedule other than reporting monthly.
2. The reporting period for a final return shall end on the date of the transfer of ownership or cessation of the business.
3. The reporting period for a vendor selling tangible personal property at a temporary location or site of a special event within the Town shall end on the day the temporary location closes or special event concludes.
4. If any taxpayer who has been granted permission to file returns and pay tax on other than a monthly basis becomes delinquent, authorization for such alternate method of reporting may be revoked by the Finance Director, and immediately following notice of such revocation, the taxpayer shall file returns and pay tax on a monthly basis as if the alternate method of reporting and paying the tax had never been granted. (Ord. No. 2011-08 §6).

- E. Duty to Keep Books and Records. Every person engaged in business in the Town for which the Sales Tax is required to be collected shall keep and preserve for at least three (3) years after the date of the taxable transaction suitable records, which allow the accurate

determination of the tax due. Every person shall provide all such records for audit by the Town during normal business hours. (Ord. No. 2011-08 §7).

3.04.080 Amendments

Town of Mountain Village hereby reduces the Sales Tax rate to 4.5%. Notwithstanding the foregoing, nothing herein shall be construed to limit or reduce voter authority for the levy of a full 6% Sales Tax, should the Town Council determine it to be necessary in the future. (Ord. 03-06 § 1).

3.04.090 Severability

If any portion of this Chapter is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Chapter. The Town Council hereby declares that it would have passed this Chapter and each part hereof irrespective of the fact that any one part be declared invalid. (Ord. No. 2011-08 §37) (Ord. No. 98-07 §22)).

3.04.100 Authorization to Act

- A. Administration. The administration of this Article is hereby vested in the Finance Director, except where otherwise noted. The Officers of the Town be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Chapter. (Ord. No. 2011-08 §11(A) (Ord. 98-07 § 23)).
- B. Forms and procedures. The Finance Director shall prescribe forms and administrative procedures for the ascertainment, assessment and collection of tax, which may include online forms for the ascertainment, assessment and collection of tax. (Ord. No. 2011-08 §11(B)).
- C. Fees. The Finance Director shall recommend fees, including but not limited to, a convenience fee for payment by credit card, automatic clearing house (ACH) fees and other similar fees, to the Town Council, which shall adopt such fees by resolution. (Ord. No. 2011-08 §11(C)).
- D. Regulations. The Finance Director may formulate and promulgate appropriate and additional regulations to effectuate the purpose of this Article. (Ord. No. 2011-08 §11(D)).
- E. Additional information. The Finance Director may require any person to make additional returns, render statements, furnish records or make informational reports to determine whether or not such person is liable for payment or collection of the tax. (Ord. No. 2011-08 §11(E)).
- F. Subpoenas. The Finance Director may issue a subpoena to command a person to attend and give testimony or to produce books, records or accounts.
 - 1. Any subpoena issued under the terms of this Article shall be served as set forth in the Colorado Rules of Civil Procedure, including payment of witness fees. When the witness is subpoenaed at the insistence of the Town, such fees shall be paid by the Town. When a witness is subpoenaed at the insistence of the taxpayer, the Finance Director may require that the cost of the service of the subpoena and the fee be paid by the taxpayer. In the discretion of the Finance Director, a deposit to cover the cost of the subpoena and witness fees may be required.
 - 2. If a subpoena issued by the Finance Director is duly served and the respondent fails to attend, give testimony or produce books, accounts or records as commanded, the Finance Director may request the Town Attorney to file a motion with the Municipal Court for an order enforcing the subpoena. (Ord. No. 2011-08 §11(F)).
- G. Oaths. The Finance Director is authorized to administer oaths and take testimony at the hearing. (Ord. No. 2011-08 §11(G)).
- H. Agents. The Finance Director may designate agents to assist in the performance of the duties and responsibilities set forth in this Article. (Ord. No. 2011-08 §11(H)).

- I. Partial payments. The Finance Director may accept any partial payment made and apply such payments toward the tax due. Deposit of such payments shall not in any way imply that the remaining balance is or has been abated. (Ord. No. 2011-08 §11(I)).
- J. Notices. Notices required by this Article, excepting the first notice of assessment, shall be in writing and delivered in person by the Finance Director or his or her agent, or sent postage paid by certified mail to the last known address of the taxpayer or served in person by an officer of the Town Police Department. (Ord. No. 2011-08 §11(J)).

3.04.110 Sales Tax Registration

- A. Except as provided in this Article, any person engaged in business in the Town must first register on the forms provided by the Town. No sales tax license shall be required for any governmental agency or charitable organization which is exempt from the Sales Tax under this Article. Governmental agencies or charitable organizations which are exempt from the Sales Tax on the purchases of tangible personal property, the collection, reporting and payment of appropriate Sales Taxes to the Town is required on the sale or auction of tangible personal property even when used for the purpose of not-for-profit fundraising, whether or not a sales tax registration has been performed. (Ord. No. 2011-08 §8(A)).
- B. When business is transacted by one (1) person at two (2) or more separate locations inside the Town, a single registration may occur, but shall list all locations for each place of business. (Ord. No. 2011-08 §8(B)).
- C. Persons for whom registration is required shall first submit to the Finance Director an application on forms to be provided by the Town, providing the name and address of the person requesting such license; the name of the business being licensed and the character thereof; the location, including the physical address and mailing address of such business; and such other information as the Finance Director may require. (Ord. No. 2011-08 §9(A)).
- D. Registration shall be in effect for one (1) year and shall be renewed upon renewal of the general business license or upon completion of a license renewal registration process. (Ord. No. 2011-08 §9(B)).
- E. No registration shall be transferable. After any sale or acquisition of a business, the new owner shall complete a new registration. (Ord. No. 201-08 §9(C)).
- F. Cancellation. The Finance Director may cancel any license for the following reasons:
 - 1. Upon receipt of a written notice that the taxpayer is no longer engaged in business in the Town.
 - 2. Upon the taxpayer's failure to respond to three (3) consecutive notices of delinquency. (Ord. No. 2011-08 §10(A)).

- G. The Finance Director shall give notice to the taxpayer that the license has been cancelled. Notice shall be in writing, served on the taxpayer in person by an officer of the Town Police Department, or delivered by certified mail or any combination of those notification procedures. (Ord. No. 2011-08 §10(B)).
- H. Revocation. The Finance Director may, after a reasonable notice and a full hearing, issue a finding and order to revoke the license of any person found to have violated any provision of this Article. (Ord. No. 2011-08 §10(C)).
- I. Appeal. Any person may appeal a finding and order revoking their license in District Court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure. (Ord. No. 2011-08 §10(D)).
- J. No taxpayer shall continue engaging in business in the Town after his or her license has been cancelled or revoked. (Ord. No. 2011-08 §10(E)).

3.04.120 Audit of Record.

- A. For the purpose of ascertaining the correct amount of tax due from any person engaged in business in the Town, the Finance Director may authorize his or her agent to conduct an audit by examining any relevant books, records and accounts of such person.
 - 1. All books, accounts and records shall be available at any time during regular business hours for examination by an authorized agent of the Finance Director. If any taxpayer refuses to voluntarily furnish any of the foregoing information when requested by the Finance Director, the Finance Director may issue a subpoena to require that the taxpayer or his or her representative attend a hearing or produce any such books, accounts or records for examination.
 - 2. Any tax deficiency or overpayment ascertained through audit shall be computed by one (1) or more of the following methods as the Finance Director deems appropriate:
 - a. By comparing the tax reported and paid on returns to the actual tax due.
 - b. By identifying transactions on which the tax was not properly or accurately collected or paid.
 - c. By identifying other irregularities in the calculation of tax due.
 - 3. Any charitable organization claiming exemption under the provisions of this Article is subject to audit in the same manner as any other person engaged in business in the Town. (Ord. No. 2011-08 §12(A)).
- B. Coordinated Audit. Any taxpayer licensed in the Town pursuant to this Article and holding a similar sales tax license in at least four (4) other Colorado municipalities that administer their own sales tax collection may request a coordinated audit as provided herein.
 - 1. Within fourteen (14) days of receipt of notice of an intended audit by any municipality that administers its own sales tax collection, the taxpayer may provide to the Finance Director, by certified mail, return receipt requested, a written request for a coordinated audit indicating the municipality from which the notice of intended audit was received

and the name of the official who issued such notice. Such request shall include a list of those Colorado municipalities utilizing local collection of their sales tax in which the taxpayer holds a current sales tax license and a declaration that the taxpayer will sign a waiver of any passage of time-based limitation upon the Town's right to recover tax owed by the taxpayer for the audit period.

2. Except as provided in Subsection (F) below, any taxpayer who submits a complete request for a coordinated audit and promptly signs a waiver of any statute of limitations may be audited by the Town during the twelve (12) months after such a request is submitted only through a coordinated audit involving all municipalities electing to participate in such an audit.
 3. If the Town desires to participate in the audit of a taxpayer who submits a complete request for a coordinated audit pursuant to Subsection (a) above, the Finance Director shall so notify the Finance Director or other proper authority of the municipality whose notice of audit prompted the taxpayer's request for a coordinated audit. The Finance Director shall cooperate with other participating municipalities in arranging the time in which the coordinated audit will be conducted, the period of time to be covered by the audit and a coordinated notice to the taxpayer of those records most likely to be required for completion of the coordinated audit.
 4. If the taxpayer's request for a coordinated audit was in response to a notice of audit issued by the Town, the Finance Director shall facilitate arrangements between the Town and other municipalities participating in the coordinated audit, unless and until an official from some other participating municipality agrees to assume this responsibility. The Finance Director shall cooperate with other participating municipalities to, whenever practical, minimize the number of auditors that will be present on the taxpayer's premises to conduct the coordinated audit on behalf of the participating municipalities. Information obtained by, or on behalf of, those municipalities participating in the coordinated audit may be shared only among such participating municipalities.
 5. If the taxpayer's request for a coordinated audit was in response to a notice of audit issued by the Town, the Finance Director shall, once arrangements for the coordinated audit between the Town and other participating municipalities are completed, provide written notice to the taxpayer of which municipalities will be participating, the period of time to be audited and the records most likely to be required by the participating municipalities for completion of the coordinated audit. The Finance Director shall also propose a schedule for the coordinated audit. (Ord. No. 2011-08 §13).
- C. The coordinated audit procedure set forth in this Section shall not apply:
1. When the proposed audit is a jeopardy audit.
 2. To audits for which a notice of audit was given prior to the effective date of the Chapter codified herein.
 3. When a taxpayer refuses to promptly sign a waiver of any pertinent statutes of limitations.
 4. When a taxpayer fails to provide a timely and complete request for a coordinated audit as provided for in Subsection (B) above. (Ord. No. 2011-08 §13(F)).

3.04.130 Tax Information Confidential.

- A. All specific information gained under the provisions of this Article which is used to determine the tax due from a taxpayer, whether furnished by the taxpayer or obtained through an audit, shall be treated by the Town and its officers, employees, agents or legal representatives as confidential. The Town shall require all officers, agents and employees who are directly involved with such confidential information to sign an acknowledgment and/or agreement regarding the confidentiality of such information. (Ord. No. 2011-08 §14(A)).
- B. Except as directed by judicial order or as provided in this Section, no Town officer, employee, agent or legal representative shall divulge any confidential information. Nothing contained in this Section shall be construed to prohibit the delivery to a taxpayer or his or her duly authorized representative of a copy of such confidential information relating to such taxpayer, the publication of statistics so classified as to prevent the identification of particular taxpayers or the inspection of such confidential information by an officer, employee, agent or legal representative of the Town. (Ord. No. 2011-08 §14(B)).
- C. If directed by judicial order, the officials charged with the custody of such confidential information shall be required to provide only such information that is directly involved in the action or proceeding. (Ord. No. 2011-08 §14(C)).

3.04.140 Overpayment

- A. Overpayment from Returns. If the amount remitted with the return is more than the tax due as computed from information in such return, the taxpayer shall be notified.
 - 1. If the overpayment is at least fifteen dollars (\$15.00), a notice of overpayment will be issued. After examining such notice, the taxpayer may either submit a claim for a refund or report the correct tax due by filing an amended return. No refund of such overpayment shall be paid unless a signed claim for a refund is submitted on or before the thirtieth day after the date of notice of overpayment.
 - 2. If the overpayment is less than fifteen dollars (\$15.00), it shall be credited to the tax due for the next reporting period. (Ord. No. 2011-08 §15).
- B. Overpayment Determined Through Audit. If the Town ascertains through audit of a taxpayer's records that the tax due is less than the full amount paid, a notice of overpayment shall be issued. Such notice will serve as documentation for a claim of refund, if such claim is signed and submitted by the taxpayer within thirty (30) days of the date of the notice of overpayment. (Ord. No. 2011-08 §16).

C. Claim for Refund. No tax overpayment except as provided in Section 3.04.160 above shall be refunded unless a claim for refund is signed and submitted to the Town by the taxpayer.

1. An application for refund of tax shall:
 - a. Be made on a claim for refund form furnished by the Town.
 - b. Be signed by the taxpayer.
 - c. Include adequate documentation of the claim.
2. The Finance Director shall examine the claim for refund and give written notice to the taxpayer of the amount to be refunded or denied.
3. The right of any person to obtain a refund pursuant to this Article shall not be assignable.
4. No person shall make any false statement in connection with a claim for refund. (Ord. No. 2011-08 §18).

3.04.150 Underpayment on Returns.

- A. If the amount remitted with a return is less than the tax computed from information in such return, the taxpayer shall be notified.
1. If the underpayment is at least fifteen dollars (\$15.00), a notice of assessment shall be issued.
 2. If the underpayment is less than fifteen dollars (\$15.00), it shall be added to the tax due for the next reporting period. (Ord. No. 2011-08 §19).

3.04.160 Tax Deficiencies and Penalties

- A. If any taxpayer neglects or refuses to obtain a license, the amount of tax due shall be estimated, based upon such information as may be available, and a notice of assessment shall be issued. (Ord. No. 2011-08 §20(A)).
- B. If any taxpayer neglects or refuses to file a return by the date due, the tax due shall be estimated, based on such information as may be available, and a notice of assessment shall be issued. (Ord. No. 2011-08 §20(B)).
- C. Estimated tax due shall be adjusted if a return reporting actual tax due is filed on or before the payment date of the notice of assessment. (Ord. No. 2011-08 §20(C)).
- D. If the Town determines through an audit of the taxpayer's records that the tax due has not been fully reported or paid by the applicable due date, a notice of assessment shall be issued. (Ord. No. 2011-08 §21(A)).
- E. Penalties. A penalty shall be levied for any tax deficiency.
1. Penalty for late payment. For transactions consummated after the effective date of the Chapter codified herein, the penalty for late payment shall be ten dollars (\$10.00) or ten percent (10%) of the tax deficiency, whichever is greater. Additionally, one percent

(1%) of the tax deficiency per month from the date when due, not exceeding eighteen percent (18%) in the aggregate, shall be assessed.

2. Penalty for fraud. If any tax deficiency is due to fraud or intent to evade the tax, the penalty shall be one hundred percent (100%) of the total tax deficiency.
 3. Abatement of penalty. Any penalty assessed under this Section may be abated by the Finance Director, with the approval of the Town Manager, if the taxpayer submits a written request for such abatement on or before the payment date of the applicable notice of assessment, and if the Finance Director and the Town Manager find good cause thereof. (Ord. No. 2011-08 §22).
- F. Interest. Interest shall be levied on any tax deficiency at a rate to be set by the Town from time to time. Interest shall be calculated for each month or portion of a month from the due date that a tax deficiency remains unpaid.
1. When a timely protest is made to a notice of assessment, no additional interest shall be assessed on any tax upheld by the Finance Director for the period between the due date of such assessment and the payment date established in an informal meeting or thirty (30) days after the date of a finding of fact, conclusion or a decision issued after a hearing.
 2. Interest properly assessed on any tax deficiency shall not be abated. (Ord. No. 2011-08 §23).

3.04.170 Notice of Assessment and Protest

- A. The Finance Director or his or her agent shall issue a notice of assessment for any tax deficiency, penalties or interest due. (Ord. No. 2011-08 §24(A)).
- B. The first notice of assessment shall be made electronically to the email address provided by the vendor. All further notices of assessment shall be in writing and delivered in person or sent postage paid by first-class mail to the last known address of the taxpayer. (Ord. No. 2011-08 §24(B)).
- C. The payment due date for the tax due pursuant to a notice of assessment shall be twenty-one (21) days after the date of the notice of assessment. (Ord. No. 2011-08 §24(C)).
- D. The Finance Director, with the consent of the Town Manager, may abate a portion of any tax deficiency if good cause therefore exists. (Ord. No. 2011-08 §24(D)).
- E. Any notice of assessment may be protested by the taxpayer to whom it is issued. (Ord. No. 2011-08 §25(A)).
- F. A protest of a notice of assessment issued to a vendor or taxpayer for failure to file a return, underpayment of tax owed or as a result of an audit shall be submitted in writing to the Finance Director within twenty (20) calendar days from the date of the notice of assessment.

Any such protest shall identify the amount of tax disputed and the basis for the protest. (Ord. No. 2011-08 §25(B)).

- G. When a timely protest is made, no further enforcement action will be instituted by the Town for the portion of the assessment being protested unless the taxpayer fails to pursue the protest in a timely manner. (Ord. No. 2011-08 §25(C)).
- H. Any denial of a claim for a refund may be protested by the taxpayer who submitted the claim. A protest of a denial of a refund shall be submitted in writing to the Finance Director within twenty (20) calendar days from the date of the denial of the refund and shall identify the amount of the refund requested and the basis for the protest. (Ord. No. 2011-08 §25(D)).
- I. Any timely protest entitles a taxpayer to a hearing under the provision of this Article. (Ord. No. 2011-08 §25(E)).
- J. If, in the opinion of the Finance Director, the issues involved in such protest are not a matter of interpretation or may be resolved administratively, the Finance Director may recommend an informal meeting with the taxpayer to resolve the issues. (Ord. No. 2011-08 §25(F)).
- K. Participation in such an informal meeting does not prevent either the taxpayer or the Town from holding a formal hearing if the dispute cannot be resolved by such meeting. (Ord. No. 2011-08 §25(G)).

3.04.180 Hearings and Appeals

- A. The Town shall commence a hearing within ninety (90) days after the Town's receipt of the taxpayer's written protest, except that the Town may extend such period if the delay is requested by the taxpayer. The Finance Director shall notify the taxpayer in writing of the time and place of such hearing. (Ord. No. 2011-08 §26(A)).
- B. Every hearing shall be held within the Town and before the Finance Director and/or the Town Manager. (Ord. No. 2011-08 §26(B)).
- C. The taxpayer may assert any facts, make any arguments and file any briefs and affidavits which, in the opinion of the taxpayer, are pertinent to the protest. The filing of briefs shall not be required. (Ord. No. 2011-08 §26(C)).
- D. Based on the evidence presented at the hearing, the Finance Director shall issue a finding of fact, conclusions and decision which may modify or abate in full the tax, penalties and/or interest protested at the hearing, approve a refund or uphold the assessment. (Ord. No. 2011-08 §26(D)).
- E. After such hearing, the taxpayer shall not be entitled to a second hearing on the same notice of assessment or denial of refund. (Ord. No. 2011-08 §26(E)).

- F. Unless the decision of the Finance Director is appealed as provided in this Article, the remaining tax due, if any, shall be paid on or before thirty (30) days after the date of the finding of fact, conclusions and decision. (Ord. No. 2011-08 §26(F)).
- G. Subsequent to a hearing, the taxpayer may appeal the decision of the Finance Director to District Court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure. (Ord. No. 2011-08 §27(A)).
- H. Upon appeal to the District Court, the taxpayer shall either file with the Finance Director a bond for twice the unpaid amount or deposit the unpaid amount with the Finance Director. (Ord. No. 2011-08 §27(B)).
- I. An appeal of a final decision of the Finance Director in a hearing held pursuant to this Article shall be commenced within thirty (30) days of such decision. (Ord. No. 2011-08 §27(C)).

3.04.190 Lien for Tax Due

- A. Issuance. If any tax due is not paid by the payment date of a notice of assessment, the Finance Director may issue a notice of lien on the real and personal property of the taxpayer. Such lien shall specify the name of the taxpayer, the tax due, the date of accrual thereof and the location of the property, and shall be certified by the Finance Director. (Ord. No. 2011-08 §28(A)).
- B. Filing. The notice of lien shall be filed in the office of the Clerk and Recorder of any county in the State in which the real and personal property of the taxpayer is located. Such filing shall create a lien on such property in that county and constitute a notice thereof. (Ord. No. 2011-08 §28(B)).
- C. Priority. The attachment and priority of such lien shall be as follows:
 - 1. Such lien shall be a first and prior lien upon the goods and business fixtures owned or used by any taxpayer, including those under lease, installment sale or other contract agreement, and shall take precedence on all such property over all other liens or claims of whatsoever kind or nature.
 - 2. Such lien on the real and tangible personal property of the taxpayer that is not goods, stock in trade and business fixtures shall be a first and prior lien except as to pre-existing claims or liens of a bona fide mortgagee, pledge, judgment creditor or purchaser whose rights have attached and been perfected prior to the filing of the notice of lien.
 - 3. The personal property of an owner who has made a bona fide lease to a taxpayer shall be exempt from the lien created in this Sub-section if such property can reasonably be identified from the lease description and if the lessee is given no right to become the owner of the property leased. This exemption shall be effective from the date of the

execution of the lease if the lease is recorded with the Clerk and Recorder of the county where the property is located or based.

4. Motor vehicles which are properly registered in this State, showing the lessor as owner thereof, shall be exempt from such lien except that such lien shall apply to the extent that the lessee has earned reserve, allowance for depreciation not to exceed the fair market value or similar interest, which is or may be credited to the lease.
5. Where a lessor and lessee are blood relatives or relatives by law or have twenty-five percent (25%) or more common ownership, a lease between such lessee and such lessor shall not be considered as bona fide for the purposes of this Section. (Ord. No. 2011-08 §28(C)).

D. Enforcement against real property. If a notice of lien is filed against any real property, the Finance Director may direct the Town Attorney to file a civil action to enforce such lien. The court may determine the interest in the property of each party, decree a sale of the real property and distribute the proceeds according to such findings. Procedure for the action and the manner of sale, the period for and manner of redemption from the sale and the execution of deed of conveyance shall be in accordance with the law and practice relating to foreclosures of mortgages upon real property. In any such action, the court may appoint a receiver of the real property involved in such action if equity so requires. (Ord. No. 2011-08 §28(D)).

E. Any lien filed pursuant to this Section shall include the costs of the Town, including reasonable attorney's fees. (Ord. No. 2011-08 §28(E)).

F. Performance of Lien. Any lien for tax due shall continue until a release of lien is filed by the Finance Director. Any person who purchases or repossesses real or personal property upon which a lien has been filed by the Finance Director for tax due shall be liable for the payment of such tax due up to the value of the property taken or acquired. (Ord. No. 2011-08 §29).

G. Release of Lien. Upon payment of the tax due or enforcement of the lien, the Finance Director shall file a release of the lien with the Clerk and Recorder of the county in which the lien was filed. (Ord. No. 2011-08 §30(A)).

3.04.200 Civil Action

A. Any unpaid tax due shall constitute a debt of the taxpayer to the Town, and the Finance Director or Town Manager may direct the Town Attorney to file a civil action in the Town's Municipal Court to collect such taxes due. (Ord. No. 2011-08 §31(A)).

B. The return filed by a taxpayer or the notice of assessment issued by the Finance Director shall be prima facie proof of the tax due. (Ord. No. 2011-08 §31(B)).

C. If a judgment is obtained by the Town, collection of the tax due may be made by attachment, garnishment or other means established by law. When attachment is sought, no bond shall be

required of the Finance Director, nor shall any sheriff require of the Finance Director an indemnity bond for executing the writ of attachment or writ of execution upon any judgment. (Ord. No. 2011-08 §31(C)).

- D. In any such civil action filed by the Town Attorney, the Town shall be entitled to recover its costs incurred therein, including reasonable attorney's fees. (Ord. No. 2011-08 §31(D)).

3.04.210 Jeopardy Assessment.

- A. Issuance. If the collection of any tax due from a taxpayer, whether or not previously assessed, will be jeopardized by delay, the Town Manager may declare the taxable period immediately terminated, require the Finance Director to determine the tax and issue a jeopardy assessment and demand payment. Any tax so assessed shall be due and payable immediately. (Ord. No. 2011-08 §32(A)).
- B. Security for payment. Enforcement of a jeopardy assessment and demand for payment may be stayed if the taxpayer gives security for payment which is satisfactory to the Town Manager. (Ord. No. 2011-08 §32(B)).
- C. If, in the opinion of the taxpayer, the jeopardy assessment is not for the correct amount of the tax due, the taxpayer shall pay the tax due as assessed and submit a claim for refund to the Town. (Ord. No. 2011-08 §32(C)).

3.04.220 Distrain and Sale.

- A. Unless such property is exempt by state statute from distraint and sale, the Town Manager may sign and issue a warrant directed to any employee or agent of the Town, or any sheriff of any county in the State, commanding the distraint and sale of personal property of the taxpayer on which a lien has been attached for payment of the tax due. (Ord. No. 2011-08 §33(A)).
- B. Such warrant may be issued if such tax due is not paid on or before twenty-one (21) days from the payment date of a notice of assessment, and no protest of such assessment has been timely filed. (Ord. No. 2011-08 §33(B)).
- C. Such warrant may be issued immediately if a jeopardy assessment and demand for payment has been issued. (Ord. No. 2011-08 §33(C)).
- D. If the taxpayer does not volunteer entry into the premises, the Town Manager may apply to the Municipal Court for a warrant authorizing any employee of the Town to search for and

distrain property located within the Town to enforce the collection of the tax due. (Ord. No. 2011-08 §33(D)).

- E. The Town Manager shall demonstrate to the Municipal Court that the premises to which entry is sought contains property that is subject to distraint and sale for tax due. (Ord. No. 2011-08 §33(E)).
- F. If a jeopardy assessment and demand for payment has been issued, the Town Manager shall specify to the Municipal Court why collection of the tax will be jeopardized. (Ord. No. 2011-08 §33(F)).
- G. The procedures to be followed in issuing and executing a warrant pursuant to this Subsection shall comply with Rule 241 of the Colorado Municipal Court Rules of Procedure. (Ord. No. 2011-08 §33(G)).
- H. Disposal of distrained property:
 - 1. A signed inventory of the property distrained shall be made by the Town or its agent. Prior to the sale, the owner or possessor shall be served with a copy of said inventory, a notice of the sum of the tax due and related expenses incurred to date and the time and place of sale.
 - 2. A notice of time and place of the sale, together with a description of the property to be sold, shall be published in a newspaper of general circulation within the Town where distraint is made or, in lieu thereof and in the discretion of the Finance Director, the notice shall be posted at the courthouse of the county where the distraint is made and in at least two (2) other places of general public view within such county.
 - 3. The time fixed for the sale shall not be less than ten (10) days nor more than sixty (60) days from the date of distraint. The sale may be postponed by the Town or its agent for no more than ninety (90) days from the date originally fixed for the sale.
 - 4. The property shall be sold at public auction for not less than a fair minimum price, and if the amount bid for the property is less than the fair minimum price so fixed, the property may be declared to be purchased by the Town, and the Town shall file a release of lien thereon. If the property is purchased by the Town, such property may be disposed of in the same manner as other Town property, and the lien thereon shall be released.
 - 5. The property may be offered first by bulk bid, then subsequently for bid singularly or by lots, and the Town or its agent may accept the higher bid.
 - 6. The property offered for sale may be redeemed if the owner or possessor or other person holding an unperfected chattel mortgage or other right of possession pays the tax due and all collection costs no less than twenty-four (24) hours before the sale.
 - 7. The Town or its agent shall issue to each purchaser a certificate of sale, which shall be prima facie evidence of its right to make the sale and transfer to the purchaser of all right, title and interest of the taxpayer in and to the property sold.
 - a. When the property sold consists of certificates of stock, the certificate of sale shall be notice to any corporation, company or association to record the transfer on its books and records.

- b. When the property sold consists of securities or other evidence of debt, the certificate of sale shall be good and valid evidence of title.
 - 8. Any surplus remaining after satisfaction of the tax due, plus any costs of making the distraint and advertising the sale, may be distributed by the Town, first to other jurisdictions which have filed liens or claims of sales and use or personal property ad valorem taxes, and second, to the owner or other person having a legal right thereto.
 - 9. The Finance Director shall submit a written account of the sale to the Town Manager. (Ord. No. 2011-08 §33(H)).
- I. Exempt property. Property of the taxpayer subject to distraint shall include the personal property of the taxpayer and the goods, stock in trade and business fixtures owned or used by any taxpayer, including those used under lease, installment sale or other contract arrangement. (Ord. No. 2011-08 §33(I)).
- J. Return of the property. The taxpayer or any person who claims an ownership interest or right of possession in the distraint property may petition the Town Manager, or the Municipal Court if the property was seized pursuant to warrant issued by the Court, for return of the property.
- 1. The grounds for return of the property shall be that the person has a perfected interest in such property that is superior to the Town's interest, or that the property is exempt from the Town's lien.
 - 2. The finder of fact shall receive evidence on any issue of fact necessary to the decision of the petition. If the finder of fact determines by a preponderance of the evidence in favor of the taxpayer or other petitioner, the property shall be returned. (Ord. No. 2011-08 §33(J)).
- K. Status of Tax in Bankruptcy and Receivership. Whenever the business or property of any taxpayer is subject to receivership, bankruptcy or assignment for the benefit of creditors or distrained for property taxes, all tax due shall be a prior and preferred lien against all the property of the taxpayer. No sheriff, receiver, assignee or other officer shall sell the property of any such taxpayer under process or order of the Finance Director or Town Manager for less than the amount of the tax due. The officer shall pay any tax due before making payment to any judgment, creditor or other claimant. (Ord. No. 2011-08 §34(A)).

3.04.230 Violations, Enforcement and Penalty.

- A. It shall be a violation of this Chapter to fail to perform any applicable affirmative duty specified in this Chapter, including but not limited to:
- 1. The failure of any person engaged in business in the Town to obtain applicable licenses.
 - 2. The failure of any taxpayer to file a timely return or to make timely payment of any tax due.
 - 3. The making of any false or fraudulent statement by any person in any return, claim for refund or hearing.

4. The evasion of collection of any sales or use tax by any person or the aiding or abetting of any other person in an attempt to evade the timely payment of tax due. (Ord. No. 2011-08 §35(A)).
- B. The Finance Director or the Town Manager may direct the issuance of a summons and complaint to appear before the Municipal Court to any person who may be in violation of this Chapter or of the rules and regulations promulgated by the Finance Director or the Town Manager, to enforce this Chapter. (Ord. No. 2011-08 §35(B)).
- C. Violations of this Chapter shall be punishable by a fine of not less than \$100 and not more than \$1000. The Town shall also be entitled to a judgment, which includes its costs and reasonable attorney's fees for the enforcement of this Chapter. Each and every 24-hour continuation of any violation shall constitute a distinct and separate offense. (Ord. No. 2011-08 §35(C)).

3.04.240 Statute of Limitations

- A. Unless the limitation period has been extended as provided in this Section, the statute of limitations for provisions contained herein shall be as follows:
 1. Refunds.
 - a. Any claim for refund for disputed tax shall be submitted to the Town Manager or Finance Director on or before sixty (60) days from the date of such purchase.
 - b. Any claim for refund resulting from a notice of overpayment shall be submitted to the Town Manager or Finance Director on or before thirty (30) days after the date of such notice of overpayment.
 - c. Any other claim for refund shall be filed on or before three (3) years after the date such overpayment was paid to the Town.
 2. Assessments. No notice of assessment shall be issued more than three (3) years after the due date of such tax due.
 3. Liens. No notice of lien shall be issued more than three (3) years after the due date of the tax due. If the limitation period is extended, a notice of lien may be filed on or before thirty (30) days from the date of the notice of assessment issued for each extended period.
 4. Returns.
 - a. When a taxpayer fails or refuses to file a return, the tax due may be assessed and collected at any time.
 - b. In the case of a false or fraudulent return filed with intent to evade tax, the tax due may be assessed, or proceedings for the collection of such tax due may begin at any time.
 5. Protests. No protest of a notice of assessment or denial of a claim for refund shall be valid if submitted to the Finance Director or the Town Manager in other than written form or after the period allowed in this Section(Ord. No. 2011-08 §36(A)).
- B. The period of limitation may be extended before its expiration.

1. The taxpayer and Town Manager may agree in writing to extend the period.
 2. If the Town provides written notice to the taxpayer prior to the expiration of the period of limitation that the latter's records will be audited pursuant to this Chapter, such period of limitation shall be extended for the audit period until thirty (30) days after the date of the notice of assessment or notice of overpayment issued as a result of such audit. Audit period means the 36-month reporting period preceding the date of the notice of audit. (Ord. No. 2011-08 §36(B)).
- C. Performance of an audit does not constitute a waiver or exemption from the statute of limitations or preclude additional audits of the same period within the parameters of this Section. (Ord. No. 2011-08 §36(C)).

3.04.250 Enforceability

- A. The repeal or modification of any portion of this Chapter of the Town of Mountain Village shall not release, extinguish, alter, modify or change in whole or in part any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions for the enforcement of the penalty, forfeiture or liability, as well as for the purpose of sustaining any judgment, decree or order, which can or may be rendered, entered or made in such actions, suits, proceedings or prosecutions. (Ord. No. 2011-08 §38).
- B. All other Chapters or portions thereof inconsistent or conflicting with this Chapter or any portion hereof is hereby repealed to the extent of such inconsistency or conflict. (Ord. No. 2011-08 §39).



MEMORANDUM

To: Mayor and Town Councilors

Agenda Item # 8

From: James Mahoney

Date: June 2, 2020

Re: Consideration of Approval of Sales and Use Tax Software Agreement with the Colorado Department of Revenue for Collection of Remote Sales Tax

Background: In connection the ability to collect sales tax from remote sellers, the state of Colorado has created with the help of MuniRevs, a one stop online portal for the collection of sales tax from remote sellers. This portal is a key component in complying with the legal requirements for collection for remote sellers as if every jurisdiction had their own payment system it may not comply with the limitations expressed in the Wayfair Supreme Court case which enabled collection from remote sellers.

In order to use this collection portal each jurisdiction will have to enter into the attached form Sales and Use Tax Software Agreement developed by the State with input from CML and jurisdictions. Therefore, finance and I recommend Town Council move to approve execution of the attached agreement.

Proposed Motion:

I move to approve the Sale and Use Tax Software Agreement with the Colorado Department of Revenue for the Collection of Remote Sales Tax.



Colorado Sales & Use Tax Software System (SUTS) Operating Procedures

Definition of Terms:

- ACH = Automated Clearing House (e-check)
- NACHA = National Automated Clearing House Association is the regulating body that oversees ACH Rules and Regulations.
- VCI = VeriCheck

Daily Settlement Process

1. Taxpayer Payment is deposited into MUNIRevs SUTS escrow account.
 - a. Each tax remittance and payment is marked with a local jurisdiction ID to produce tax returns and settlements to jurisdictions.
 - b. Commercial Account Controls prohibit all withdrawals from the account except to fund outgoing ACH credits to local jurisdictions.
2. SUTS automatically reviews taxpayer payments for settlement.
 - a. System uses NACHA settlement rules (i.e. three days for ACH Debit).
3. SUTS automatically creates a batch of all tax returns to be settled to the jurisdiction.
4. SUTS automatically initiates the ACH Credit for the batch in #3 above and transmits to each jurisdiction.
5. Home Rule Jurisdiction can log into MUNIRevs SUTS to download the tax returns that match the ACH Credit Payment received.
 - a. Can be downloaded via PDF or Excel for import into external systems of record that are not directly integrated into SUTS.

ACH Returns and Credit Card Chargebacks

Dispute Process:

- All unauthorized returns come into VCI as Proof of Authorization (POA) Requests from the bank.
- Per NACHA rules, customers have 60 days after the date of the originating transaction to make the claim that the transaction is unauthorized.
- This POA request must be responded to in 10 business days from the time it is received by processor.
- MUNIRevs receives notice from the processor, pulls the affidavit on the tax form including the language authorizing payment; and sends it to the processor.
- Notice is given concurrently to the appropriate jurisdictions when the rebuttal is sent to the processor.
- Jurisdictions will pay applicable amounts back to the SUTS System within five banking days of notification of return.

AGREEMENT REGARDING DEPARTMENT OF REVENUE SALES AND USE TAX SOFTWARE (“SUTS SYSTEM”)

This agreement regarding the SUTS System (“**Agreement**”) is entered between the Colorado Department of Revenue (“**CDOR**”) and the undersigned home rule local taxing jurisdiction (“**Jurisdiction,**” collectively, “**the Parties**”) for the purposes of permitting access to the SUTS System and its related tax information look up tool as described in this Agreement. The SUTS System permits the acceptance of returns and processing of payments for the sales and use tax levied by the state and any local taxing jurisdictions in accord with the objectives of SB19-006. To further those objectives here, the Parties agree to the following:

AGREEMENT

CDOR grants Jurisdiction access to the SUTS System for Jurisdiction’s use in the collection and payment of Sales and Use tax under the terms set forth in this Agreement.

A. Purpose of Agreement

Pursuant to Senate Bill 19-006, CDOR has contracted with vendors, including at this time, MUNIREvs, Inc. and Transaction Tax Resources, Inc., Fast Enterprises, LLC, and others, which may change from time to time (collectively, “Vendors”) to provide a sales and use tax simplification system that allows taxpayers to look up and remit sales and use taxes through a single portal managed by Vendors and held in trust for the benefit of the Jurisdiction.

B. Definitions

- 1) “Confidential Information” means any information derived from the SUTS System, including but not limited to taxpayer information, return information, and “personally identifiable information,” as defined in section 24-73-101(4) (b), C.R.S.
- 2) A "Security Incident," has the meaning set forth in section 24-37.5-402(10), C.R.S., which is “an accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of communication and information resources. Security incidents include but are not limited to: a) detection of a virus, worm, malware, etc; b) unauthorized use of an information resource; c) unauthorized modification of an information resource; d) theft or diversion of an information resource; e) theft or diversion of property using an information resource, and f) vandalism or other damage to an information resource.”

- 3) “Taxpayer” means any individual or business required to remit sales or use taxes to a taxing jurisdiction.
- 4) “Sales and Use Tax” means sales and use tax collected by Taxpayers and remitted to a jurisdiction by Taxpayers. Sales and Use Tax does not include excise taxes or other taxes or fees that a jurisdiction requires taxpayers to pay.

C. Confidentiality.

- 1) CDOR agrees to continually maintain a secure place in which Confidential Information will be stored, regardless of whether Confidential Information is in physical or electronic form and will restrict access to Confidential Information to persons whose duties and responsibilities require such access. All third-party contractors who need such access for purposes consistent with this Agreement shall sign confidentiality agreements with CDOR or Jurisdiction no less restrictive than the confidentiality terms of this Agreement.
- 2) Except as may be ordered by a court of competent jurisdiction, no Confidential Information obtained pursuant to this Agreement shall be disclosed by CDOR or Jurisdiction to any person or entity not authorized to receive such information by the laws of the Jurisdiction or the State of Colorado.
- 3) If CDOR or Jurisdiction is served with a request for Confidential Information, CDOR or Jurisdiction shall use reasonable efforts to provide notice to the other Party within such time that CDOR or Jurisdiction may intervene and seek a protective order or other relief if it so chooses.
- 4) The information obtained pursuant to this Agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the Jurisdiction or the State of Colorado.
- 5) Nothing in this agreement shall prevent a Jurisdiction from contacting their Taxpayers for auditing or other purposes.
- 6) If either party becomes aware of any Security Incident, they shall notify the other immediately and cooperate with one another regarding recovery, remediation, and the necessity to involve law enforcement.

D. Payments of Taxes to Jurisdiction.

- 1) All funds deposited by a Taxpayer shall be and shall remain the property of Jurisdiction held in trust until transferred to Jurisdiction. Deposited remittances

shall be transferred to Jurisdiction as soon as the funds have settled with the SUTS bank following NACHA guidelines.

2) If any Taxpayer payment is returned via an ACH or credit card charge-back against the account past the settlement process above, that Jurisdiction will pay applicable amounts back to the SUTS System within five banking days of notification of return.

E. Data and Reports.

1) Jurisdiction will have access to all information from tax forms processed in the SUTS System that involve transactions within the Jurisdiction via CSV file downloads, PDF files or some other manner that is mutually acceptable.

2) The following reports will be available to Jurisdiction with the SUTS System:

- a) Assessment Report: This report shows all assessments, by business and includes several filters.
- b) Form Data Report: The form data report provides the ability to see all data for a taxpayer's form (e.g., gross sales through all deductions).
- c) Business Comparison Reports by Month: Allows review of trends over time for particular businesses, or an audience of businesses.
- d) Business Contact Report.
- e) Missing Account Number Report for validating Jurisdiction's Local Account Number for each registered account in the SUTS System.

F. Support.

CDOR will provide Taxpayer user support during regular, published State business hours. Support to Jurisdiction's administrative users for system questions is provided by Vendor specialists who will be available by email and phone Monday through Friday from 8:00 am to 5:00 pm Mountain Time, excluding Federal and State Holidays.

G. Retention of Data.

The SUTS System will retain, for a minimum of three years, all data, records, returns, and information: a) submitted by Taxpayers to the SUTS System, b) derived from Taxpayer submissions, and c) transferred to Jurisdiction.

H. System Failure.

If the SUTS System becomes disabled, CDOR will use good faith and reasonable

efforts to recover the system and all Jurisdiction data not already in the possession of Jurisdiction This recovery of the SUTS System and data will be conducted at no additional cost to Jurisdiction.

I. Reservation of Rights.

The software, workflow processes, user interface, designs, know-how and other services and technologies which are the sole property provided by Vendors as part of the SUTS System and CDOR's agreements with Vendors will remain with Vendors and Jurisdiction will not have any right, title or interest in or to such items, including all associated intellectual property rights.

J. Restrictions on Use of The SUTS System.

1) Jurisdiction *may not* a) sell, resell, rent or lease the SUTS System, b) use the SUTS System to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, c) interfere with or disrupt the integrity or performance of the SUTS System, or d) attempt to gain unauthorized access to the SUTS System or its related systems or networks.

2) Jurisdiction may allow its third-party contractors to use the SUTS System solely on behalf of and for the benefit of Jurisdiction and only in compliance with the terms and conditions of this Agreement. Jurisdiction is responsible for compliance with the terms of this Agreement by its contractors.

K. Initial Setup.

Jurisdiction shall furnish the following items in order to use the SUTS System:

1) Jurisdiction Depository Information: Jurisdiction will provide bank deposit information (routing & account number) to CDOR's appropriate Vendors within 5 days of signing this Agreement. This information will be utilized for the deposits of taxes, penalties, and interest from the SUTS System. It is the responsibility of Jurisdiction to provide updated depository information should this account need to be changed at any point in time.

2) Initial Account Number Validation: Jurisdiction will upload their local account numbers for their Taxpayers to the SUTS System using the SUTS standard upload format (e.g. Excel, CSV) as soon as is reasonable after signing this Agreement. CDOR will use this information to validate account numbers for businesses registering on the SUTS System with actual account numbers for each jurisdiction for accurate account information on SUTS System tax returns.

3) The local account numbers will include the Taxpayer's account number, business name, dba, FEIN#, address and any other contact information or the SUTS System to validate and match the registered account to Jurisdiction's account number.

4) The SUTS System will not activate for Jurisdiction for tax receipts until the Existing Account Number Data File has been provided to CDOR, imported to the SUTS System and validated by Vendor.

5) It is the responsibility of Jurisdiction to update the account numbers that need to be added or edited in the SUTS System in order to display the local account number on future tax returns generated from the SUTS System.

L. Use Tax Purchase Details.

Taxpayers filing tax returns through the SUTS System are not required to include use tax purchase details. Purchase details are typically required on Schedule B to tax returns required by local jurisdictions. However, nothing in this Agreement prevents Jurisdiction from requesting these use tax details directly from the Taxpayer.

M. Business Licenses.

The SUTS System will not require any Taxpayer to obtain separate Jurisdiction business licenses or any other license. Jurisdiction may, at Jurisdiction's discretion, use the information provided by the Taxpayer in the SUTS System to reach out separately and independently to their Jurisdiction's Taxpayers for licenses or any other requirements from the Jurisdiction that is not included in the SUTS System.

N. Frequency of Tax Filings.

Taxpayers may file tax returns via the SUTS System at the frequency which is required of Taxpayer for State taxes under CDOR regulations; however, Jurisdiction may request from CDOR that the Taxpayer may be moved to a more frequent filing, which will not be unreasonably denied.

O. Jurisdiction New Account Review.

When a Taxpayer submits a new registration with the SUTS System and does not have a Colorado Account Number, the SUTS System will require that the Taxpayer submit an online Sales Tax License Application and pay the State of Colorado license fee. The application and fee shall be sent to the CDOR for license issuance and account number creation for the Colorado Account Number. It is the

responsibility of the Jurisdiction to use the SUTS reports to include any new businesses in their external system of record and to update their local account number in the SUTS System using the procedures set forth above.

P. Jurisdiction Rate Validation.

- 1) Jurisdiction will provide written confirmation to Vendors of its sales and use tax rates, rules, and boundaries. Jurisdiction will use due care and make best efforts to provide accurate rates, rules, and boundaries.
- 2) Jurisdiction agrees to specify to Vendors authorized Jurisdiction users who are allowed to propose changes within the SUTS System administrative tools.
- 3) Jurisdiction will use best efforts to email Vendors or use the SUTS System administrative tools to notify Vendors of any tax rates, rules, boundaries, or other needed data changes 30 days before they are effective for them to be updated in the system. All notifications must include details on the changes and the period for which changes are effective.

Q. Tax Data Integration.

This Agreement does not provide a direct interface or integration to Jurisdiction's system of record for sales and use tax. If a direct interface or custom format is desired by Jurisdiction to better integrate to Jurisdiction's system of record, Jurisdiction may contact Vendor to discuss custom options, which may entail programming fees to be paid directly to the Vendor by the Jurisdiction.

R. Licensed Documentation.

All SUTS System user guides, sample data, marketing, training and other items provided through the SUTS System or by Vendors ("Licensed Documentation") may be used and copied by Jurisdiction via a non-exclusive license for the duration of the Agreement for Jurisdiction's use solely with the SUTS System according to the terms of this Agreement.

S. Payment and Merchant Fees.

Taxpayer pays credit, debit or any other merchant processor or bank fee associated with Taxpayer's remittance payment, and the Jurisdiction agrees to pay the ACH Credit or Debit *transfer* fees from the SUTS System to Jurisdiction's bank account, which is currently one dollar (\$1) per banking day, or approximately twenty dollars (\$20) per month for a Jurisdiction that gets a payment every banking day. The Jurisdiction will Pre-pay an amount of two hundred and sixty dollars (\$260) during

the SUTS onboarding process as a credit towards the transfer fees. Jurisdiction will replenish any funds used, paying in advance of each CDOR fiscal year on or before July 1 after receiving a notice of account and balance due by June 1.

T. Additional Terms.

- 1) **Governing Law.** This Agreement is governed by Colorado law without regard to conflicts of law principles.
- 2) **Survival of Terms.** Any terms that by their nature survive termination or expiration of this Agreement, will survive.
- 3) **Entire Agreement and Changes.** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Agreement is effective unless in a written instrument signed by both Parties.
- 4) **No Assignment.** Neither Party may assign or transfer this Agreement to a third party.
- 5) **Enforceability:** If any term of this Agreement is determined to be invalid or unenforceable, the other terms remain in effect.
- 6) **Notices:** All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (a) by hand with receipt required, (b) by certified or registered mail to such Party’s principal representative at the address set forth below or (c), as an email with read receipt requested addressed as given herein. This contact information may be changed by notice submitted in accordance with this section.

For CDOR:
Name: Scott McKimmy
Title: Director, Business Information Group
Email: Scott.McKimmy@state.co.us
Address: 1707 Cole Blvd., Lakewood, CO 80401
Phone: 720-793-8117

For Jurisdiction:
Name: _____
Title: _____
Email: _____
Address: _____
Phone: _____

7) **Counterparts, Facsimiles and E-Mail.** This Agreement may be signed in any number of counterparts, which together shall constitute one and the same instrument. Original signatures of the Parties on copies of this Agreement transmitted by facsimile or electronically/scanned and e-mailed copies shall be deemed originals for purposes of this Agreement, and such copies shall be binding on all Parties.

8) **Authority to Execute Agreement.** Each person executing this Agreement on behalf of each Party represents, warrants, assures, and guarantees that s/he has full legal authority to execute this Agreement on behalf of the Jurisdiction and CDOR, respectively, and to bind Jurisdiction and CDOR, to all the terms, conditions, provisions, and obligations of this Agreement.

9) **Termination of Agreement:** CDOR or Jurisdiction may terminate this Agreement for any reason on 90 days written notice to the other Party. In the event of a breach of contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach of contract, at its sole expense, within 30 days after the delivery of written notice, the Party may terminate the contract. Notwithstanding any provision of this Agreement to the contrary, both Parties retain any statutory rights they may have to immediately terminate this Agreement in whole or in part in order to protect the public interest of their citizens.

10) **Limited Financial Obligation.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of either party not performed during the current fiscal year is subject to annual appropriation, so the obligation shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

11) **Limitation of Liability for CDOR.** CDOR, its employees, agents, including Vendors and assignees shall not be liable for any costs, expenses, claims, damages, liabilities, court fees and other amounts (including attorneys' fees and related costs) including but not limited to cost of delay, loss of data or information, failure of the SUTS system, loss of moneys remitted to SUTS, direct losses, consequential, special, indirect, incidental, punitive or exemplary loss incurred by Jurisdiction in relation to any services, including database access in connection with this Agreement.

12) **Governmental Immunity.** Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions, committees, bureaus, offices, employees and officials, or of the Jurisdiction, its departments, boards, commissions, committees, bureaus, offices, employees and officials, shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this

Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

Jurisdiction Approval	
By	Title
*Signature	Date
Municipality or County of	Date
Jurisdiction Mailing Address	Appointee Phone Number
Appointee Name	Title
Appointee Signature	Appointee Email
Name of Chief Administrative Officer or Designee	Title
Chief Administrative Officer or Designee Signature	Chief Administrative Officer or Designee Email
* <input type="checkbox"/> By checking this box and signing above, I hereby represent, warrant, assure, and guarantee that I have full legal authority to execute this Agreement on behalf of the Jurisdiction and to bind Jurisdiction to all the terms, conditions, provisions, and obligations of this Agreement.	
Colorado Department of Revenue Approval	
By	Title
Signature	Date



PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT

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

Item No. 9

TO: Town of Mountain Village, Town Council

FROM: Drew Harrington, Building Official & Michelle Haynes, Planning and Development Services Director

FOR: Meeting of July 16, 200

RE: Consideration of a First Reading of an Ordinance of the Town Council of the Town of Mountain Village, Colorado Regarding Amendments to the Community Development Code to Chapter 17.7 Sections 17.7.2-17.7.21, Building Regulations, Adopt the 2018 Editions of the International Building Code, International Residential Code, International Energy Conservation Code, International Mechanical Code, International Fuel Gas Code, International Property Maintenance Code, the 2018 Edition of the International Plumbing Code (as Adopted by the State with Local Exceptions), the 2020 National Electrical Code (as Adopted by the State with Local Exceptions) the 2018 Edition of the International Fire Code (as Adopted by the Telluride Fire Protection District with Local Exceptions), and the 2018 Existing International Building Code

Attachments

- 1) Exhibit A. Ordinance
 - o Redline Building Code Amendments
- 2) Exhibit B. Building Official observations related to building costs
- 3) Exhibit C. An Explanation of Prescriptive versus Performance Methods

Overview

It is typical for communities to update building codes every six years. The Town of Mountain Village is bringing forth building code amendments consistent with the six-year timeframe. We last updated our building codes in 2012.

The Town of Telluride, San Miguel County and the Town of Mountain Village have been working towards adopting the same building codes for the past few years. The Town of Telluride just adopted the 2018 code, San Miguel County intends to adopt 2018 codes within the next 12 months, and we are bringing code amendments through consistent with the building department's 2020 work plan. By regional adoption of the same codes (with specific jurisdictional amendments), we will make code compliance, review and submittals easier for the building community. The building community will only have to reference one 2018 code rather than multiple codes, as was the case for all prior years if performing work in Mountain Village, the Town of Telluride and/or San Miguel County.

The Town Council held a worksession on the topic on June 18, 2020 with direction to move forward with the adoption process. The Design Review Board provided a unanimous

recommendation to approve the building code amendments as written at their July, 2, 2020 regular meeting.

Review

The Building Official, Planning and Development Services Director and Attorney have collectively reviewed the proposed code updates for your review. Drew Harrington, the MV Building Official, has also shared the proposed redline for feedback with members of the Building Board of Adjustment and Appeals and regional professionals with positive support.

Approach

Drew's three-part approach to the building code amendments addresses sensitivity to construction costs, life safety issues, and better-addressing customer and builder complaints with the current adopted codes. We are also capitalizing on the opportunity to have all the western slope building departments on the same code cycle. As referenced above, this has never happened before and will promote consistency and efficiency with local contractors.

Highlighted Proposed Amendments

Home Energy Rating System (HERS) Requirements

We recommend small changes that could improve construction costs without affecting the energy efficiency of our local homes. Our current adopted HERS ratings are as follows:

- 7000 sq. ft. or less: HERS rating of 60 or lower
- 7000 sq. Ft. to 13,000 sq. ft.: HERS rating of 55 or lower
- 13,000 sq. Ft. and larger: HERS rating of 50 or below

Our suggested edit is as follows:

A prescriptive method may be used for homes 3600 square feet or less with no (HERS) verification prior to issuance of a Certificate of Occpancy (CO). The prescriptive or performance (HERS) method shall be confirmed prior to issuing a building permit. Please see exhibit C that explains the difference between prescriptive and performance method requirements. Performance methods must meet the ratings below:

- (a) 3601 sq. ft to 7000 sq.: HERS rating 60 or lower.
- (b) 7,000 to 13,000 sq. ft.: HERS rating of 55 or lower
- (c) 13,000 feet and larger: HERS rating of 50 or below.

This change will allow the smaller home builder to use the 2018 energy code prescriptive method if they choose too. This would save the cost of a (HERS) rater and if their boiler is under the 200,000 BTU threshold, they would avoid the need for an engineered mechanical system.

The currently adopted 2012 Energy Code had no minimum requirement for Energy Rating Index (HERS), the 2018 Energy Code has added a minimum Energy Rating Index (HERS) which is 61 for climate zone 6 our area.

The Mountain Village has been a leader in Energy Rating Index (HERS) since our 2012 adoption and we are still above the required HERS per the 2018 Energy Code requirements. My hope is that this small reduction in HERS rating requirements will not be viewed as if we do not care about the environment, instead that it be viewed as a way to help the smaller home builders because they can build per the 2018 codes and achieve the necessary rating.

Below are two additions related to the Energy Code:

- 1- We will require two sources of control for all exterior snowmelt systems, and they will be able to choose from Moisture, Temperature, or Time clock controls - this requirement is for Mountain Village and Telluride area.
- 2- We will require timers on all exterior fireplaces or fire pits 60-minute time maximum.

Life safety: My suggested changes as follows:

- 1- International Mechanical Code: All sealed combustion venting must be pressure tested prior to concealment. This change addresses new and remodel construction, there have been boiler replacements in our area and telluride that revealed the couplings joining flue piping had never been glued, this has some very serious consequences such as CO being release into homes.
- 2- International fuel and Gas code: Gas fireplaces in sleeping areas must have either a timer, or permanent thermostat to control the main burner operation, shall have a maximum operating time of 1 hour or a maximum temperature setting of 85 degrees. This requirement was added due to an unfortunate incident involving a toddler.
- 3- National Electrical Code: A disconnecting means must be installed no higher than 8' AFF for all exterior deicing systems, the disconnect must be within site of the equipment. This requirement was added for the safety of workers doing snow removal or fire department.
- 4- National Electrical Code: Lighting fixtures located in Bunk Bed areas or furniture sleeping areas must be a completely enclosed light source with non- interchangeable lamps. This code was added due the proximity to combustible linens.

Addressing customer and builder complaints with current adopted codes:

We have had multiple complaints related to the requirement for fire treated timber for all exterior projections such as decks. The fire treated wood is very difficult to source and very expensive. To address this issue have amended the requirement as follows:

Appendages and Projections. Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be protected by one of the following methods: Constructed with either non-combustible materials , heavy timber as specified in the (2018 IBC section 2304.11) or exterior grade ignition resistant materials as specified in the (2018 IBC section 2303.2). Constructed so that all exposed structural members are enclosed with an approved one-hour assembly approved by the Building Official or constructed in coordination with the Planning Department upon approval of a wildfire mitigation plan addressing defensible space criteria provided in CDC Section 17.6.1(A) – Fire Mitigation and Forestry Management. All appendages and projections regardless of method of construction shall provide a cleanable ground surface, as applicable. The fire mitigation approach will require a planning department sign off on the inspection record prior to framing inspection. . ~~Constructed as either non-combustible, heavy timber or exterior grade ignition resistant materials such as those listed as WUIC (Wildland Urban Interface Code) approved products."~~

This gives the contractors and architects several options to comply.

ICC requirements

We have received multiple complaints asking to allow Handyman to do small projects, the bigger contractors did not have time and were too expensive. To address this issue, I have

allowed these non- ICC certified contractors to do small jobs on a limited basis. This program will be watched and adjusted as need be.

PROPOSED MOTION

I move to approve on first reading amendments to the Community Development Code, Chapter 17.7 Sections 17.7.2-17.7.21, Building Regulations, to Adopt the 2018 Editions of the International Building Code, International Residential Code, International Energy Conservation Code, International Mechanical Code, International Fuel Gas Code, International Property Maintenance Code, the 2018 Edition of the International Plumbing Code (as Adopted by the State with Local Exceptions), the 2020 National Electrical Code (as Adopted by the State with Local Exceptions) the 2018 Edition of the International Fire Code (as Adopted by the Telluride Fire Protection District with Local Exceptions), and the 2018 Existing International Building Code.

/dh & mh

ORDINANCE NO. 2020-_____

CONSIDERATION OF A FIRST READING OF AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN FO MOUNTAIN VILLAGE, COLORADO REGARDING AMENDMENTS TO THE COMMUNITY DEVELOPMENT CODE TO CHAPTER 17.7 SECTIONS 17.7.2-17.7.21, BUILDING REGULATIONS, TO ADOPT THE 2018 EDITIONS OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL ENERGY CONSERVATION CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL FUEL GAS CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE, THE 2018 EDITION OF THE INTERNATIONAL PLUMBING CODE (AS ADOPTED BY THE STATE WITH LOCAL EXCEPTIONS), THE 2020 NATIONAL ELECTRICAL CODE (AS ADOPTED BY THE STATE WITH LOCAL EXCEPTIONS) THE 2018 EDITION OF THE INTERNATIONAL FIRE CODE (AS ADOPTED BY THE TELLURIDE FIRE PROTECTION DISTRICT WITH LOCAL EXCEPTIONS), AND THE 2018 EXISTING INTERNATIONAL BUILDING CODE

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 including but not limited to building regulations and to adopt ordinances and regulations in furtherance thereof.
- C. The Town Council may amend the CDC from time to time due to changing circumstances or to update any chapter such as the building codes from time to time which the Town Council has deemed necessary at this time Such an update of the CDC has become necessary.
- D. The Town Council held a worksession on June 18, 2020 and provided direction to staff process with adoption of the building code update.
- E. The Design Review Board provided a unanimous recommendation to approve as presented the building code update on July 2, 2020.
- F. The Town Council held public meeting on July 16, 2020 to consider a first reading of an ordinance.
- G. The Town Council held a public hearing on August 20, 2020 to consider a second reading of an ordinance.

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, Title 17 is hereby amended and replaced 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 and the Clerk’s office is directed to codify the amended CDC into the Town of Mountain Village Municipal Code.
- C. The Planning Division may correct typographical and formatting errors in the amendments or the adopted CDC.

Section 2. Ordinance Effect

- A. 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.
- B. 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 thirty days after the public hearing which is September 19, 2020

Section 5. Public Hearing

A public hearing on this Ordinance was held on the 20th day of August, 2020 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 16st day of July, 2020

TOWN OF MOUNTAIN VILLAGE:

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

ATTEST:

By: _____
Laila Benitez, Mayor

Susan Johnston, Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this 20th day of August, 2020.

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

Approved As To Form:

Jim Mahoney, Town Attorney

I, Susan Johnston, 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. 2020-__ ("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 July 16, 2020, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Martinique Davis Prohaska				
Peter Duprey				
Patrick Berry				
Natalie Binder				
Jack Gilbride				

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 August 20, 2020 in accordance with Section 5.2b of the Town of Mountain Village Home Rule Charter.

4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held via virtual Zoom meeting, Mountain Village, Colorado, on August 20, 2020. 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
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Martinique Davis Prohaska				
Peter Duprey				
Patrick Berry				
Natalie Binder				
Jack Gilbride				

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 ___rd day of _____ 2020.

Susan Johnston, Town Clerk

(SEAL)

Chapter 17.7 BUILDING REGULATIONS

17.7.1. GENERAL

- A. All property within the Town of Mountain Village shall comply with the Building Regulations as set forth in this chapter.
- B. The following administrative provisions shall supplement and unless otherwise provided for, supersede the administration and enforcement section, as noted herein, in each of the following codes as adopted in the Building Regulations: The 2018 Editions of the International Building Code (“IBC”), International Residential Code (“IRC”), International Energy Conservation Code (“IECC”), International Mechanical Code (“IMC”), International Fuel Gas Code (“IFGC”), International Property Maintenance Code (“IPMC”), the 2020 Edition of the National Electric Code, NFPA70, (“NEC”), - as adopted by the State of Colorado, International Plumbing Code (“IPC”), as adopted by the State of Colorado, the International Existing Building Code (“IEBC”), and the International Fire Code (“IFC”) as adopted by the Telluride Fire Protection District, (collectively referred to as the “codes”). In instances where the State of Colorado adopts subsequent code updates or amendments to the plumbing or electrical codes, the Town of Mountain Village also adopts the State Codes and exceptions and amendments found with the Building Regulations will survive. Further, the Town of Mountain Village reserves the right to amend and except as needed.

17.7.2. ADMINISTRATIVE PROVISIONS

- A. **Referenced Codes and Standards.** The codes shall be considered part of the requirements of the Building Regulations. Local amendments to the codes are set forth in these Building Regulations.
- B. **Rules of Construction.** Where conflicting regulations exist between the Building Regulations and one of the adopted codes, ~~the most stringent shall apply as determined by the Building Official.~~ the Building Regulations shall apply.
 - 1. Where enforcement of a codes provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing and manufacturer's instructions shall apply.
 - 2. Where the codes or the Building Regulations specify differing materials, methods of construction or other requirements, the ~~most restrictive, applicable requirement~~ Building Official shall reasonably determine which applicable requirement shall govern.
 - 3. Where there is a conflict between the codes’ requirements and/or the Building Regulations, the Building Official is authorized to render interpretations and adopt policies and procedures ~~in order to~~ clarify the application of the Codes' provisions in order to bring the codes into conformance with the Building Regulations. Such interpretations and policies shall not have the effect of waiving requirements specifically provided for in the Building Regulations.
- C. **Building Division** (The following replaces Section R-103.1 of the IRC and IBC, and related sections of the codes)

1. **Administration.** Administration of the Building Regulations falls under the Planning and Development Services Department, Building Division, with the Building Official designated as the code official under these regulations.
2. **Building Official Appointment.** The Building Official shall be appointed by the Community Planning and Development Services Director or its designee in consultation and with the consent of the Town Manager and consultation with the Human Resources Director.
3. **Deputies.** In accordance with the proscribed procedures of this Town and with the concurrence of the appointing authority, the Building Official shall have the ability to recommend to the Community Development Planning and Development Services Director and the Town Manager that the Town appoint inspectors, plan examiners and other employees. Such employees shall have the powers as delegated by the Town.
- ~~3.4.~~ In the absence of the Building Official, the Planning and Development Services Director will appoint a designee and/or will otherwise perform the duties of the Building Official.

D. Building Official Roles and Responsibilities

1. **Duties and Powers of the Building Official.** The Building Official is hereby authorized to:
 - a. Enforce the provisions of the codes and Building Regulations;
 - b. Render interpretation of these codes. Render major interpretations of these codes after consultation with the Planning and Development Services Director and the Town Attorney;
 - c. Adopt policies and procedures ~~in order to~~ clarify the application of the codes and Building Regulations provisions;
 - i. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of the codes.
 - ii. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in the adopted codes.
 - d. Require that hazardous conditions in violation of the codes be corrected when the Building Official has found that conditions are hazardous to life or property;
 - e. Investigate the cause, origin, and circumstances of any fire, flood, explosion, or any other hazardous condition;
 - f. Require and review plans to ensure compliance with codes;
 - g. Require that whenever any installation is covered or concealed without first obtaining the required permits and inspection the Building Official shall be authorized to require that such work be exposed for inspection;
 - h. Order the immediate evacuation of any building deemed unsafe when such building has hazardous conditions that present imminent danger to building occupants;
 - i. Order any electrical, mechanical or plumbing system or portion thereof, that has become hazardous to life, health, property, or has become unsanitary, ~~the Building Official may order that such system either~~ to be removed or restored to a safe condition;
 - j. A person shall not use or maintain a defective electrical, mechanical or plumbing system after receiving such notice;
 - k. Waive specific requirements of the Building Regulations or permit alternative methods when it is assured that equivalent objectives can be achieved.
2. **Non-Interference.** Persons shall not interfere with the Building Official carrying out any

duties or functions.

3. **Right of Entry.** When the Building Official or his authorized representative has reasonable cause to believe that a violation of the Building Regulations is likely to exist in a structure or upon a premises and that entry into the structure or upon the premises is necessary to verify the violation, the Building Official or his authorized representative shall first make a reasonable effort to locate the owner or other person having charge or control of the structure, or premises, or portion thereof desired to be inspected, and request consent to enter and inspect. If such person cannot be located or if entry is refused, the Building Official or his authorized representative may seek entry by submitting a sworn affidavit to the proper court of Town, setting forth facts sufficient to support a reasonable belief that the violation is likely to exist, and that further investigation of the structure or premises is warranted. Any subsequent entry and inspection shall be conducted in accordance with an administrative search warrant if issued by the court. The foregoing provisions of this subsection, notwithstanding, consent to enter or administrative search warrant shall not be required in the following circumstances:
 - a. To conduct inspections during regular business hours under an applied for issued building permit;
 - b. To make observations of the structure or premises in plain view from public property, public rights-of-way, public easements or from portions of the structure or premises which are open or accessible to the public, ~~or~~ in which the owner or occupant otherwise lacks a reasonable expectation of privacy; or when conducting inspections or
 - c. In emergency situations in which the Building Official or his authorized representative has reason to believe that the public health or safety is in imminent danger and could be jeopardized by any delay in securing entry.
4. **Cooperation of Other Officials and Law Officers.** The Building Official may request, and shall receive, the assistance and cooperation of other officials of the Town so far as is required in the discharge of the duties required by the Building Regulations or other pertinent law or ordinance.
5. **Stop Work Orders.**
 - a. If the Building Official finds that work or activity taking place on or within a project is contrary to the Building Regulations, the CDC CDCCommunity Development Code (“CDC”), the Municipal Code, an adopted Town ordinance (collectively “Town laws”), or in an unsafe or dangerous manner, such work shall be immediately stopped until the situation is resolved and permission is obtained from the Building Official to continue.
 - b. Stop work orders shall require the payment of fees as set forth in the Town Council fee resolution.
 - c. The third issuance of a stop work order due to a violation of the Town laws may result in a suspension or revocation of a Town issued license, including but not limited to the required town issued business license and/or contractor’s license as set forth in these Building Regulations.

17.7.3. PERMITS

- A. Permits.** Where a permitted project involves more than one trade, a licensed general contractor shall be required to obtain the permit, supervise and or employ a qualified individual to supervise the project in accordance with Contractor Licensing Regulations. All licensed subcontractors must otherwise also be listed on the building permit.
- B. Expiration.** Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within ~~90-180~~ days after issuance. The Building Official is authorized to grant, in writing, extensions of time, for periods not more than ~~90-180~~ days each. The extension shall be requested in writing and justifiable cause demonstrated. The Town encourages only one extension; however, an additional extension may be granted at the discretion of the Building Official for good cause shown. For the purpose of this section, work shall be considered suspended or abandoned if the authorized work is not being diligently pursued and advanced to completion. A permit will expire if an inspection was not requested 180 days from the date of the last inspection date approved by the Building Division.
- C. Time Limitation of Permit Application.** An application for a permit for any proposed work shall be deemed to have been abandoned 90 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant, in writing, one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.
- D. Validity of Permit.** The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any provisions the Building Regulations or of any other ordinance of the Town. Permits presuming to give authority to violate or cancel the provisions the Building Regulations, the CDC or other ordinance of the Town shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the Building Official from requiring the correction of errors in the construction documents and other data. The Building Official is also authorized to prevent occupancy or use of the structure when in violation of the Building Regulations, the CDC, the Municipal Code or of any other ordinances the Town.
- E. Revocation of License or Permit.** The Building Official shall have the authority to revoke any license, permit or approval issued if any violation of the codes is found upon re-inspection. In the case of any false statements or misrepresentations submitted in the application or plans on which the permit or approval was based and or any attempt to defraud or otherwise deliberately or knowingly falsify records, reports, or applications, or other related activity in violation of the Town of Mountain Village Building Regulations, the CDC, the Municipal Code and ordinances shall be cause for suspension or revocation of all any related licenses, including but not limited to required Town business licenses or contractor licenses, certificates or permits issued by the Town. In addition, any such violation shall be subject to any other criminal or civil penalties.
- F. Open Permits.** If a contractor has failed to call for final inspection to complete the permit process and ~~90-180~~ days has passed without activity then the permit may either be revoked or in the judgment of the Building Official the contractor's license may be put on probation and no further permits allowed for this individual or company until this outstanding permit is completed.

17.7.4. FEES

- A. Building Permit Valuations.** The applicant for a permit shall provide an estimated permit value at the time of work, for which the permit is being issued. Permit valuations shall be based on the use tax valuations set forth in Chapter 3 of the Municipal Code.

B. Payment of Fees. A permit shall not be valid until the fees and use taxes described by law have been paid, nor shall an amendment to a permit be released until the additional fee and use taxes, if any, has been paid. Any payment returned as insufficient funds or cancelled credit card transaction shall be considered unpaid and the applicant shall repay the fees in cash or certified funds prior to any work commencing. Failure to repay fees shall result in a stop work order if a project has already commenced.

C. Plan Review Fees

1. When submittal documents are required by the Building Regulations, a nonrefundable plan review fee deposit shall be paid at the time of submitting the submittal documents for plan review.
2. The plan review fees specified in this section are separate fees from the permit fees and are a document processing fee and are in addition to the permit fees.
3. When submittal documents are incomplete or changed to require additional plan reviews or when the project involves deferred submittal items, an additional plan review fee shall be charged at the rate set forth by the CDC, and/or the Municipal Code, Planning and Development Services Department Fee Schedule (“Fee Schedule”) as applicable.~~additional plan reviews, as it is amended from time to time.~~

D. Investigation Fees for Work Without a Permit

1. **Investigation.** Whenever any work for which a permit is required by the Building Regulations has commenced without first obtaining said permit, a special investigation shall be made by the Building Official before a permit may be issued for such work.
2. **Fee.** An investigation fee, in addition to the permit fee or stop work order fee, may be collected whether or not a permit is then or subsequently issued at the discretion of the Building Official. The investigation fee shall be equal to the amount of the permit fee required by the Building Regulations. The minimum investigation fee shall be set forth in the ~~fee resolution~~Fee Schedule.
3. **Compliance with Building Regulations and Refunds.** The payment of such investigation fee shall not exempt any person from compliance with all other provisions of the Building Regulations or from any penalty prescribed by law.

E. Stop Work Order Fees ~~(Violation)~~

Stop work order fees shall be as set forth in the ~~fee resolution~~Fee Schedule and or CDC Section 17.1.18, Violations and Penalties, as deemed appropriate by the Building Official.

F. ~~TFPD-Telluride Fire Protection District (“TFPD”) Fees~~

The Telluride Fire Protection District (~~“TFPD”~~) administration and enforcement fees associate with the International Fire Code (IFC) are set forth by the TFPD.

17.7.5 INSPECTIONS

A. All construction or work for which a permit is required shall be subject to inspection by the Building Official or its designee, and all such construction or work shall remain accessible and exposed for inspection purposes until approved. In addition, certain types of construction shall have continuous inspection as specified in the International Building Code Chapter 16, Structural Tests and Special Inspections. Inspections that take place outside normal hours of operation shall pay a fee as set forth in the fee resolution. To avoid inspection delays the permit holder shall post

the inspection card where visible from the street and post the job site address as required by the IFC. The permit holder is responsible for supplying ladders and safe access to the work for inspection.

- B. If, due to excessive workload and manpower limitations, the Building Official is unable to perform a requested inspection during scheduled work hours on the working day following the inspection request, the Building Official may approve, in writing, special inspection reports, contractor certifications, or other satisfactory evidence of the work being completed substantially in compliance with the Building Regulations ~~may be accepted~~ in lieu of the required inspections ~~noted below~~. When approved by the Building Official, trenches, footings or pads inspections of foundation walls and/or grade beams steel reinforcement inspections may be performed by ~~a qualified architect or the~~ engineer of record or an approved third party inspector serving as a special inspector. The Building Official may approve in writing the allowance for written, signed certifications from the contractor performing the work in lieu of the required inspections for damp-proofing, perimeter drain, insulation, and lath and/or wallboard fastening if all or a portion of the work cannot be inspected during scheduled work hours on the working day following the day of the inspection request. In addition to the called inspections specified above, the Building Official may make or require other inspections of any construction work to ascertain compliance with the provisions of the Building Regulations.
- C. A re-inspection fee will be assessed for each inspection or re-inspection when such portion of work for which an inspection is called on is not complete or at time of re-inspection the required correction was not made. This subsection is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of the Building Regulations, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection. Re-inspection fees may be assessed when the inspection card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the Building Official. To obtain a re-inspection, the applicant shall pay the re-inspection fee as set forth in the fee resolution. In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.
- D. Work requiring a permit shall not commence until the permit holder or an agent of the permit holder has as to allow the Inspector/Building Official to conveniently make the required entries thereon regarding inspection of the work. -
- E. A site-specific soil and/or geologic investigation is required prior to the issuance of a building permit where any new foundations are to be placed. ~~When, in the opinion of the Building Official, certain geologic hazards or constraints, including but not limited to, landslides, rock falls, flash flooding, mudslides, avalanches, subsidence and/or soil creep exist or may exist with respect to a specific building proposal, a soil and/or geologic investigation may be required prior to the issuance of a building permit.~~ Such investigation, when required, shall be documented by submittal to the Building Official of an acceptable written report, which is stamped and signed by a soils engineer and/or an engineering geologist within his field of expertise. Said report(s) shall contain specific recommendations regarding the building location and design. The relationships of: (1) site grading, structural integrity, drain designs and septic drain fields and (2) geologic hazards or constraints, shall be considered in the report.

A geohazard analysis written report shall be prepared and stamped by a licensed engineer when geohazards are found on the property including and not limited to: slopes over 30%, landslide areas, avalanche areas, potential unstable slopes, rockfall hazard, expansive soils or rock, or floodplain hazard. The Building Official may waive these requirements as warranted, consistent with Section 17.7.11.D.1.(k).

17.7.6 EPLANS REVIEW AND REQUIRED CONSTRUCTION DOCUMENTS

- A. The Building ~~Department~~ Division shall receive all building permit submittal documents electronically, preferably in pdf format ~~pdf~~ or other electronic plans and submittal requirements in accordance with posted e-Plans process submittal requirement and submitted through the Town permitting website ~~Meritage permitting website~~ as set forth by the Building Official.
- B. When the Building Official issues a permit, the reviewed red lined construction documents shall be issued electronically to the permit applicant.
- C. The permittee shall be responsible for providing an official approved plan set on the site of work and shall be open to inspection by the Building Official or his authorized representative. The red-lined job site plan set shall be full size easily legible paper documents.

17.7.7 CERTIFICATE OF OCCUPANCY

- A. **Use and Occupancy.** No building or structure shall be used or occupied, and no permitted change in the existing occupancy classification of a building or structure or portion thereof shall be made until the Building Official has issued a Certificate of Occupancy ("CO") therefor as provided herein.
- B. **Occupancy**
 - 1. **Certificate of Occupancy.** A CO shall be issued by the Building Official as set forth in the codes upon completion of the project and compliance with the Building Regulations, the CDC, and other applicable Town laws.
 - a. ~~The A~~ CO shall may be withheld/revoked by the Building Official for projects that fall under the Building Regulations that make the structure uninhabitable ~~during the course of~~ during the course of construction.
 - 2. **Temporary Occupancy.** The Building Official is hereby authorized and may elect to issue a temporary certificate of occupancy ("TCO") before the completion of the entire work covered by the permit, provided that such portion or portions structure (or portion thereof as in the instance of a multi-family or mixed use building) shall be occupied safely, ~~and~~ there will be no danger to the public, and the applicable provisions of the Building Regulations and CDC are met. The Building Official, in conjunction with the Planning Division staff, shall set a time period during which the TCO is valid. The full CO must be obtained prior to the expiration of the TCO. If the conditions of the TCO are not met and a CO obtained, the right to occupy immediately ceases and the premises shall be vacated. The Building Official require a completion bond to be posted in the amount of one hundred twenty five percent (125%) of the cost of completion in order to ensure completion prior to issuing a TCO. The full CO must be obtained prior to the expiration of the TCO. If the conditions of the TCO have not been met by the set expiration date, the CO may be issued if all life safety related inspections are addressed and a bond is posted in the amount of one hundred twenty five percent (125%) of the cost of completion in order to ensure completion if approved by the Planning Director and the Building Official.
 - 2.3. **Certificate of Compliance.** A certificate stating that materials and products meet specified standards or that work was done in compliance with approved construction documents. A certificate of compliance shall be issued in lieu of a CO when such work permitted is not designed for occupancy.
 - 3.4. **Completion Certificate.** A completion certificate is issued ~~by request~~ at project completion involving additions, remodels or repair from flood, fire or natural disasters.

17.7.8 BUILDING BOARD OF APPEALS

- A. Name.** The name of this board shall be the Town of Mountain Village Building Board of Appeals (the “Board of Appeals”).
- B. Authority.** The authority of the Board of Appeals is strictly limited to hearing and deciding appeals of administrative orders, decisions or determinations made by the Town of Mountain Village (“Town”) Building Official (“Building Official”) relative to the application and interpretation of all duly adopted Building Codes and Regulation (collectively the “Building Regulations”) . The Building Official shall be an ex officio member of and shall act as secretary but shall have no vote on any matter. The Board of Appeals bylaws for conducting its business are hereby created by Town of Mountain Village Town Council (“Town Council”). The Board of Appeals shall render all decisions in writing with findings in accordance with the adopted bylaws and Building Regulations.
- C. Appeal Procedures.** All appeals of decisions of the Building Official shall be filed in accordance with the applicable Building Regulation and shall be made in writing within seven (7) calendar days of the decision of the Building Official. Failure to file a written appeal within seven calendar days shall preclude the Board of Appeals from hearing any appeal and the decision of the Building Official shall stand as the final administrative decision of the Town.
- D. Appointments and Terms of Office.** The Board of Appeals shall be appointed by the Town Council and shall hold office at its pleasure. Appointments shall serve until they either (a) resign; (b) are no longer qualified; (c) are removed by the Town Council or (d) the Town Council elects to make new appointments to the Board of Appeals. Any member may be removed with or without cause by a majority vote of the Town Council. Any vacancy shall be filled by the Town Council. The Board of Appeals shall consist of five regular members and two alternates. Advertising for appointments will be consistent with the Town Council adopted policy.
- E. Attendance.** To ensure the orderly conduct of business, member attendance is vital. Except for emergency absences, medical condition absences and absences resulting from military leave of less than two continuous months, no current member shall miss more than three meetings in any twelve-month period upon any fourth absence within 12 months, other than for an emergency, medical condition or military leave of less than two months, as determined by the chair, the member shall be deemed to have resigned, and the Town Council shall appoint a replacement.
- F. Qualifications.** The Board of Appeals shall strive to consist of a minimum of one Colorado licensed electrical contractor, one Colorado licensed plumbing contractor. Preference is given to applicants who have the following types of professional experience: an ICC certified general contractor; certified architect; construction project manager; design professional or engineer. Qualifications include a minimum of five (5) years professional experience in their respective fields.
- G. Officers.** The Board of Appeals shall annually elect a chair from its number who shall preside over all hearings and proceedings. The elected chair shall not serve successive terms. A vice-chair elected annually by the Board of Appeals shall assume the chair's duties in the chair's absence.
- H. Quorum and Voting.** Quorum shall consist of three members, and a decision of a majority of the members shall control. Any absent member may join in a decision after he or she has considered

the evidence presented in any hearings conducted during his or her absence. All decisions are final, subject only to appeal to a court of competent jurisdiction.

I. Duties.

- 1. Chair.** The chair shall preside at all meetings and shall perform all duties usually incident to the office of Chair and such other duties as may be assigned to him or her from time to time by the Task Force. The Chair shall see to the execution of resolutions, procedures and policies approved by the Task Force.
- 2. Vice Chair.** In the absence or disability of the Chair, the Vice Chair shall have all powers of and shall be subject to all restrictions upon the Chair. The Vice Chair shall perform such duties as shall from time to time be assigned by the Task Force.
- 3. Secretary.** Secretarial duties will be maintained by the Town staff. Secretary responsibilities are as follows 1) to keep minutes of Board meetings and to keep records of the Board.

J. Meetings. The Board of Appeals shall hold an initial organization meeting as called by the chair. Further meetings shall be held as necessary in order to timely hear appeals as called by the Chair or the Building Official.

K. Rules of Order. Unless otherwise specified in these bylaws, the Board of Appeals will follow procedures outline in Robert's Rules of Order, Newly Revised.

L. Meeting Notices. The appointed staff member shall furnish advance notice of all meetings. Staff shall deliver, by the close of business the Friday before the next meeting, minutes of the previous meetings and copies of material to be studied or acted upon, including an agenda, and other items necessary for discussion. Meeting notices may be delivered via email. Meeting notices are also posted at town approved posting areas and on the town's website consistent with town adopted public meeting posting location requirements.

M. Agenda. The appointed staff shall prepare the agenda with input from the Chair, and copies distributed in advance of the meeting. Other items of the agenda shall include but not be limited to disposition of minutes of the previous meeting, which may be distributed and approved via email by the board members due to the potential for long periods between meetings. The minutes and agenda shall be delivered to Board members as needed no later than 7 days in advance of the meeting.

N. Open to the Public. All meetings shall be open to the public, except for executive session as authorized in the Colorado Open Meetings law, C.R.S. 24-6-402.

A. Authority

~~In order to To hear and decide appeals of administrative orders, decisions or determinations made by the Building Official relative to the application and interpretation of the Building Regulations, there shall be and is hereby created a Board of Building Appeals ("Board"). The Building Official shall be an ex-officio member of and shall act as secretary to said Board but shall have no vote on any matter before the Board. The Board bylaws for conducting its business shall be created by Town Council. The Board shall be appointed by the Town Council and shall hold office at its pleasure. The Board shall render all decisions in writing with findings in accordance with the adopted bylaws and Building Regulations.~~

B. Membership Qualifications

~~The Board shall consist of five members, who shall be appointed by the Town Council. To the extent practicable, four members shall be persons qualified by experience and training to judge on matters pertaining to building construction. The Board shall consist of a minimum of, one Colorado Licensed Electrical Contractor, one Colorado Licensed Plumbing Contractor, and three ICC Certified General Contractors. Each shall have a minimum of 5 years of documented experience in their respective area of expertise. Candidates with equivalent experience and education in Design or Construction Management will also be considered.~~

C. ~~Appointments and Terms of Office~~

~~Of those initially appointed, two shall be for a term of three years, two shall be for a term of two years, and one shall be for a term of one year. Thereafter, appointments shall be for a three year term. Any member of the Board may be removed with or without cause by a majority vote of the Town Council. Any vacancy occurring on the Board shall be filled for the unexpired term by the Town Council. The Board shall consist of five regular members and two alternates. Applications shall be received, reviewed and appointments made to the Board by the Town Council. Appointments shall serve until they either (a) resign; (b) are no longer qualified; (c) are removed by the Town Council or (d) the Town Council elects to make new appointments to the Board. Any member of the Board may be removed with or without cause by a majority vote of the Town Council. Any vacancy occurring on the Board shall be filled by the Town Council.~~

D. ~~Attendance~~

~~To ensure the orderly conduct of business, member attendance is vital. Except for emergency absences, medical condition absences and absences resulting from military leave of less than two continuous months, no Board member shall miss more than three meetings in any twelve month period upon any fourth absence within 12 months, other than for an emergency, medical condition or military leave of less than two months, as determined by the chair, the Board member shall be deemed to have resigned from the Board, and the Town Council shall appoint a replacement.~~

Quorum and Voting

~~Quorum shall consist of three members, and a decision of a majority of the members of the Board shall control. Any absent member may join in a decision of the Board after he or she has considered the evidence presented in any hearings conducted during his or her absence. All decisions are final, subject only to appeal to a court of competent Town law.~~

E. ~~Officers~~

~~The Board shall annually elect a chair from its number who shall preside over all hearings and proceedings of the Board. The elected chair shall not serve successive terms. A vice chair elected annually by the Board shall assume the chair's duties in the chair's absence.~~

F. ~~Meetings~~

~~The Board shall hold meetings at regularly scheduled intervals, but shall meet at a minimum of two times a year. Minutes shall be kept of all Board proceedings.~~

G. Appeal Procedures

~~All appeals of decisions of the Building Official shall be filed in accordance with the applicable building regulation and shall be made in writing within (7) calendar days of the decision of the Building Official. Failure to file a written appeal within seven calendar days shall preclude the board from hearing any appeal and the decision of the Building Official shall stand as the final administrative decision of the town.~~

~~ALL APPEALS OF ADMINISTRATIVE DECISIONS SHALL BE FILED IN WRITING WITHIN 7 CALENDAR DAYS OF THE DECISION.~~

17.7.9 CONTRACTOR LICENSING REGULATIONS

A. Adoption of Contractor Licensing Regulations: The Town hereby adopts the following standards as the Contractor Licensing Regulations. The purpose of adopting the Contractor Licensing Regulations is to establish regulations that ~~mandate govern~~ and regulate the contracting community in Mountain Village, with the following ~~main primary~~ purposes:

1. Ensure that construction trades produce high quality buildings and structures;
2. Ensure safe and energy efficient buildings and structures that are built in accordance with the Town adopted International Code Council series of codes and the National Electrical Code;
3. Protect property owners and developers from fraudulent, corrupt and under qualified contractors; and
4. Create a pool of trained and qualified contractors to provide a high level of building service for property owners and developers.

B. Applicability.

The scope of this regulation excludes State of Colorado Plumbing and Electrical Contractors that are licensed and regulated through ~~the state the State of Colorado.~~ Every business, sole proprietor, corporation, building company or individual performing or providing construction related services that is required to obtain a permit by the Building Regulations shall be required to obtain and maintain the required contractor certifications and Town building licenses as set forth in these Contractor Licensing Regulations.

C. Required Contractor Certifications and Building License.

1. The following trades are required to obtain an International Code Council ("ICC") Certification ~~in order for~~ for the Building Official to issue a Town building license to such contractor. Only licensed contractors shall be eligible to submit for and obtain a permit as required by the Building Regulations.
 - a. General Contractor (A) Exam ~~in order to~~ to be issued permits for structures covered under the IBC;
 - b. General Contractor (B) Exam for light commercial and residential permits issued under the IBC and IRC;
 - c. Residential General Contractor (C) Exam for one-and two-family dwellings permits issued under the IRC;

- d. Master Mechanical Exam for all types of mechanical permits; and
- e. Roofing Contractor Exam for all roofing contractors or subcontractors or roofing permits.

It is the general contractor's and its firm's responsibility to ensure it is obtaining the correct ICC certification prior to applying for any permit. The Building Official may provide guidance on which certification is needed.

2. General Contractor. The following general contractor requirements shall be met:

- a. The general contractor shall be required to be certified and licensed as set forth herein.
- b. Each company must have at least one license holder with the currently adopted ICC Certification that matches their ~~particular trade~~ trade.
- c. All trades are required to have the current corresponding building code book on site as adopted by the Town which regulates that ~~particular trade~~ trade.
- d. The Town building license shall be renewed after the Town adopts the updated ICC codes by either ~~(i)~~ (i) re-taking the applicable ICC test on the current code(s); or ~~(ii)~~ (ii) achieving .8 hours (equivalent to an ~~8-hour~~ eight (8)-hour class) of continuing education credit, ("CEU") for each code referenced ~~in~~ in the Town building license. Previously licensed individuals who are current with their license at the time the new codes are adopted have one (1) year from that date the new code adoption date to obtain the required CEU's to update their Contractors License.

~~3. **Renewal Fee.** The fee to renew a contractor's license as required herein shall be set forth in the fee resolution. The fees shall be used by the Town to offset costs for contractor training classes that may count as a CEU.~~

4.3. **Required Town Business Licenses.** All contractors are required to have an active business license with the Town.

5.4. **Owner-Builder.** ~~Home Owner~~ Homeowner—Builders that are conducting the building activities ~~themselves, and~~ themselves and subcontracting out small portions of the work are exempt from obtaining a Town building license.

- a. An owner-builder shall sign and follow the understand the Town approved Homeowner permit-Contractor Affidavit prior to obtaining a building permit.

a-b. An owner-builder is a ~~deed to be a person that will inhabit the SFD home~~ Single Family or detached condominium dwelling as their ~~main~~ main primary residence for ~~Two (2) or~~ Two (2) or more years after issuance of a CO. The home may not be for sale or lease. The Town approved homeowner permit affidavit shall include a certification of the same and such affidavit shall be recorded in the records of the clerk and recorder's office for San Miguel County, Colorado. ~~may only obtain permits for their primary residence and verification the property is primary is required. They shall be present at each inspection and schedule an onsite consultation with the building department at least once a month to keep the permit active.~~ is deemed to be a person that will inhabit the SFD home as their main residence Two (2) or more years. The home may not be for sale or lease for a minimum of 2 years from issue of final CO.. The Town approved homeowner permit affidavit shall include a certification of the same and such affidavit shall be recorded in the records of the clerk and recorder's office for San Miguel

County, Colorado.

c. ~~The owner-builder shall be on site on a regular and consistent basis (minimum of oneetwice a week) in order to supervise the project and shall be present for all inspections, required under these Building Regulations and or Codes. No inspections shall occur without the owner-builder on site.~~

d. ~~Contractors and The owner-builders shall not use this section to circumvent these contractor licensing regulations.~~

~~b.c.~~ **Revoking of Building and or Business License.** Notwithstanding any other provision of the Municipal Codethe CDC, ~~the t~~Town may revoke a ~~T~~town building, and/or general ~~T~~town business license due to two or more violations of the Building Regulations. Upon a first and second offense, the Building Official shall notify the offending business and/or individual in writing of the violation. On the third offense, within a ~~five-year~~two-year period, the Building Official may permanently or temporarily revoke the Town building and/or general business license.

D. Insurance requirements of contractors: Each Contractor, tree removal service or landscaping business, doing business in the Ttown shall have the following minimum insurance coverage:

\$1,000,000 in Employers Liability

~~\$~~2,000,000 General Liability

\$1,000,000 Each Occurrence the Town must be listed as an additional insured on the certificate of issuance.

17.7.10 INTERNATIONAL BUILDING CODE

A. Adoption. The Town of Mountain Village ("Town") hereby adopts and incorporates herein by reference the International Building Code ("IBC"), 201~~82~~ Edition, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478.

B. Amendments, Additions and Modifications. The IBC 201~~82~~ Edition is hereby amended ~~in~~ sections: 17.01.030 through 17.01.200 as follows:

1. **Section 101.** Section 101 of the 2018 IBC is hereby amended as follows:

a. **“Section 101.1, Title.** These regulations shall be known as the ~~IBC~~ "Town of Mountain Village Building Code" and may be cited as such and will be referred to herein as “this code” or "the IBC””

~~2. b. “Section 101.4.6.1, Energy.~~ The provisions of the 2012 IECC as set forth herein shall apply to all matters governing the design and construction of building for energy efficiency. If a prescriptive method of compliance is chosen, then the prescriptive requirements of the 2012 IECC shall be followed. If there are conflicts between the codes the more stringent provision will prevail.”

~~2. Section 103.1, Creation of Enforcement Agency.~~ Section 103.1 is hereby amended to read:

~~“The Building Division is hereby charged with enforcing the IBC, with the Building Official acting as the code official.”~~

2. **Section 103.2, Appointment.** Section 103.2 is hereby deleted in its entirety due to the

- administrative provisions set forth herein.
3. **Section A103.3, Deputies.** Section 103.3 is hereby deleted in its entirety due to the administrative provisions set forth herein.
 4. **Section A 107.2.5 Exterior balconies and elevated walking surfaces.** Delete in its entirety.
 5. **Section 110.3 Required Inspections:** This section shall be supplemented by adding any required inspections not listed in the IBC with all required inspections posted and requested by the Town of Mountain Village Building Official.
 6. **Section 113 Board of Appeals: –:** Delete and replace with section 17.1.8 of the Building Regulations.
 7. **Section 114 Violations:** Delete in entirety and replace with The Town of Mountain Village adopted Building Regulations, CDC Regulations, CDC Section 17.1.18 Violations and Penalties, Section 17.7.9.D Revoking of Building and or Business License, and the Fee Schedule.
- 4.8. **Definitions, Section 202.** Section 202 of the IBC is amended by inserting the following definitions:
- a) **General Contractor:** The general contractor shall be the main firm or person that contracts with the property owner or developer to undertake a project covered by the Building Regulations that is responsible for ~~and~~ all work on each job site and oversees the subcontracting trades ~~not licensed~~. The General Contractor acts as the agent of the owner, signs all required applications and forms with the Town and grants access ~~access~~ for building inspections. ~~pursuant to the Building Regulations.~~
 - a)b) **High Rise Building.** Amend by replacing with “A building with an occupied floor located more than 65 feet above the lowest level of fire department vehicle access.”
 - b)c) **Qualified Individual:** An individual who has passed the International Code Council test which covers the applicable currently adopted code or has achieved ongoing training updates to the currently adopted codes in the form of a minimum of 8 classroom hours or 8 CEU’s to update their license in accordance with the Contractor Licensing Regulations.”
 - e)d) **Plan Review Fee:** The plan review fee is a document preparation fee applicable to all permits.”
 - e) **Detached:** ~~any~~ A structure ~~removed~~ separated from another structure by separate foundation and exterior siding material ~~from the primary structure by a minimum of six feet (6’) or applicable code required exterior wall separations, whichever is most restrictive.~~ ~~Most stringent shall apply.~~

9. Roofing.

Section 1507.4.3 Metal sheet roof coverings installed over structural decking shall comply with 1507.4.3. The materials used for metal sheet roof coverings shall be amended by deleting: “naturally corrosion resistant or provided with corrosion resistance in accordance with the standards and minimum thicknesses shown in Table 1507.4.3 (2).”

Table 1507.4.3(1) Metal Roof Coverings: insert: “~~Rusted-Aged~~ metal roofing and flashing shall be allowed with no corrosion protection.”

Section 1507.5.7 Flashing: Roof valley flashing shall be amended by deleting “corrosion resistant metal”.

5.10. Section 1601 General;

~~Insert~~**Section 1601.2** is hereby adopted by inserting the ~~following~~following local climatic design conditions:

- a. Ground snow load is 130 lbs. min standard plus elevation per SEAC Guide
- b. Wind speed is 90 MPH 3 sec. wind gust exposure C
- ~~b-c.~~ Climate zone 6B
- ~~e-d.~~ Seismic design class C
- ~~d-e.~~ Frost line depth is 48 inches
- ~~e-f.~~ Weathering is:is severe
- ~~f-g.~~ Termites are slight to moderate, decay is slight
- ~~g-h.~~ Winter design temp is-is-15 degrees F
- ~~h-i.~~ Mean annual temperature is 40 deg. F

~~6.11.~~**Section 1603.** Section 1603 is ~~hereby deleted~~ adopted by inserting the following:

- ~~a. **Section 1603.** Section 1603 is hereby adopted by inserting the following:
“Section 1609, Wind Loads. Buildings, structures and parts thereof shall be designed to withstand a minimum wind load of 90 mph with 3 second gust exposure. Section 1609.1.1 is only for reference since the minimum wind load is established herein.”~~
- ~~b. **Section 1609, Wind Loads.** Buildings, structures and parts thereof shall be designed to withstand a minimum wind load of 90 mph with 3 second gust exposure. Section 1609.1.1. is only for refernce since the minimum wind load is established herein.”~~
- ~~14. **Section 1613.** Section 1613 of the IBC is hereby adopted by inserting the following:
“Section 1613.1. Add: Town of Mountain Village is seismic design class C.”~~**Section 1800.** Section 1800 of the IBC is hereby amended by inserting the following:

7.12. Section 1800. Section 1800 of the IBC is hereby amended by inserting the following:

“Section 1801.3, Design Water Tables. The design water table shall be the measurement or prediction of the highest potential elevation of the water table at the building site where such measurement or prediction is based upon a report by a soils engineer or other qualified professional and where the accuracy of such measurement or prediction considers the average annual rain fall or other sources or factors which may influence fluctuations in the water table for the area in which the subject building site is located. In cases where the water table may be artificially lowered, the design water table must be determined subsequent to the sub drain system, funds for maintenance, and individual or group responsibility for on-going maintenance.”

“Section 1805.4.2 Foundation Drain. Amend by inserting: Foundation drains are part of the foundation system. When required by the Building Official, foundation drains shall be designed and / or inspected by a Colorado registered professional engineer, the engineer of record is preferred, or an approved third-party inspector.

8.13. Appendix A, Employee Qualifications. Section A101 is hereby amended as follows:

“Section A101.4, Termination of Employment. Employees in the position of Building Official, Inspector or Inspector shall be removed from office in accordance with the procedures for removal of employees as set forth by the Town of Mountain Village Employee Handbook.”

9.14. Section Appendix F, Rodent Proofing. Appendix F is a reference standard hereby adopted into the 2018~~2~~ IBC.

~~+1. Appendix I – Patio Covers. Appendix I is a reference standard hereby adopted into the 2012 IBC.~~

~~12. Other Appendices. All other appendices of the IBC not adopted herein are hereby deleted in their entirety.~~

17.7.11 INTERNATIONAL RESIDENTIAL CODE

A. Adoption. The Town of Mountain Village ("Town") hereby adopts and incorporates herein by reference the International Residential Code for One- and Two-Family Dwellings, 2018~~2~~ Edition, ("IRC") published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478.

1. The 2018 IPC, IMC, ~~NEC~~, IFGC, IFC, and ~~other the currently adopted NEC adopted codes under these Building Regulations~~ shall also apply to construction covered by the IRC.

B. Amendments, Additions and Modifications. The IRC 2012~~8~~ edition is hereby amended as follows:

1. **Section R101.** Section R101 of the ~~2012-2018~~ IRC is amended as follows.

a. **Section 101.1, Title.** These regulations shall be known as the "Town of Mountain Village Building Code" may be cited as such and will be referred to herein as "this code" or as the "IRC".

b. **Section 101.4.6.1, Energy.** The provisions of the 2012~~8~~ IRC shall apply to all matters governing the design and construction of buildings for energy efficiency. The "local energy savings measures" shall be applicable to building or activities covered under the IRC. If a prescriptive method of compliance is ~~chosen~~chosen, then the prescriptive requirements of the 2018~~2~~ IRC must be followed. If there are conflicts between the ~~codes~~codes, the more stringent provision will prevail."

c. **Section R IO1.4.1, Appendages and Projections.** Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be ~~constructed as either non-combustible, heavy timber or exterior grade ignition resistant materials such as those listed as WUIC (Wildland Urban Interface Code) approved products.~~ protected by one of the following methods: Constructed with either non-combustible materials, heavy timber as specified in the (2018 IBC section 2304.11) or exterior grade ignition resistant materials as specified in the (2018 IBC section 2303.2). They shall be constructed so that all exposed structural members are enclosed with an approved one hour assembly by the Building Official, or constructed in coordination with the Planning Department upon approval of a wildfire mitigation plan addressing defensible

space criteria provided in CDC Section 17.6.1(A) – Fire Mitigation and Forestry Management. All appendages and projections regardless of method of construction shall provide a cleanable ground surface, as applicable. The fire mitigation approach will require a planning department sign off on the inspection record, prior to the framing inspection.

2. **Section 103.1, Creation of Enforcement Agency.** Section 103.1 is hereby amended to read:

“Section 103.1, Creation of Enforcement Agency. The Planning and Development Services Department, Building Division, is hereby charged with enforcing the IRC, with the Building Official acting as the code official.”

3. **Section 103.2, Appointment.** Section 103.2 is hereby deleted in its entirety due to the administrative provisions set forth herein.

4. **Section A103.3, Deputies.** Section 103.3 is hereby deleted in its entirety due to the administrative provisions set forth herein.

4. ~~Chapter 11, Energy Efficiency Section.~~ NI1 of the IRC is hereby amended by adding the following section:

“Section NI101.2.2 International Energy Conservation Code. All IRC regulated heated buildings must be built to the IRC chapter 11 energy efficiency requirements and Local Energy Saving Measures as set forth herein. Where conflicts exist the most stringent requirement shall apply.”

5. ~~Chapter 14, Part 8 Chapters 34-43, Electrical.~~ Delete chapters 14 34-43 in entirety.

- 5.6. ~~M1901.2, Cooking Appliances.~~ Delete in entirety.

7. ~~1901.3, Prohibited Location.~~ Delete in entirety.

6. ~~Section G2415, Trenches.~~ Section G2415.13 is hereby amended as follows:

“Section G2415, Trenches. The trench shall be graded so that the pipe has a firm, substantially continuous bearing on the bottom of the trench. Utility lines shall be located 3 feet horizontally away from any other utility lines. Each utility shall be bedded with 6 inches of pea gravel above and below the service line. Trenches shall have warning tape and or tracing wire as required by the Building Official.”

8. ~~Section 107 Inspections and Testing.~~

Section 107.2 Required inspections and testing: This section shall be supplemented by adding with all required inspections posted and requested by the Town of Mountain Village Building Official. Some of which are:

DWV pressure test may be by a 10’ head of water or with 5 pounds of air pressure for 15 minutes.

Gas pipe shall be tested with 15 pounds of air pressure for 20 minutes.

Water service line shall be tested with working pressure or 60 lbs. of air for 20 minutes.

Hydronic heat shall be tested with 60 lbs. of air.

9. ~~Section R112 Board of Appeals: See -section 17&1.8 of the Building Regulations.~~

10. ~~Chapter 2 Definitions: Replace the definitions below with the following:~~

a) “Fire separation distance: The distance measured from the exterior building face to one of the following the following.

1. The closest interior lot line.

2. To the centerline of a street, alley, or public way. Adjacent zoned Active or Passive Open Space parcels will be interpreted as a public way for the purposes of determining fire separation distance.”
 3. The required fire separation between two buildings as determined by the fire code as exercised by minimum distance between buildings on the same lot OR executing “no build” easements as necessary when on separate lots.
 - b) **“General Contractor”:** The general contractor shall be the main firm or person that contracts with the property owner or developer to undertake a project covered by the Building Regulations that is responsible for all work on each job site and oversees the subcontracting ~~trades~~-trades. The General Contractor acts as the agent of the owner and signs all required applications and forms with the Town with authority to bind the owner to the terms and conditions of such applications and forms.
 - c) **“Heavy Timber”.** Wood Columns shall be sawn or glued laminated and shall not be less than 8” in any dimensions. Wood beams and girders shall be of sawn or glued ~~laminated~~laminated timber and shall be not less than 6” nominal in width and not less than 10’ nominal in depth.”
 - d) **“High Rise Building.** Amend by replacing with “A building with an occupied floor located more than 65 feet above the lowest level of fire department vehicle access.”
 - e) **“Qualified Individual:** An individual who has passed the International Code Council test which covers the applicable currently adopted code or has achieved ongoing training updates to the currently adopted codes in the form of a minimum of 8 classroom hours or 8 CEU’s to update their license in accordance with the Contractor Licensing Regulations.
 - f) **Plan Review Fee:** The plan review fee is a document preparation fee applicable to all permits.”
 - g) **Detached:** A structure separated from another structure by separate foundation and exterior siding material by a minimum of six feet (6’) or applicable code required exterior wall separations, whichever is most restrictive.
- 7.11. Amend by inserting: R302.4.1.1.1 Waste and or linen. A shaft enclosure containing a recycling, or waste or linen chute shall not be used for any other purpose and shall be 1-hour fire rated with self-closing doors. Where passing through more than 1 floor an NFPA 13d sprinkler head shall be installed at the top of the shaft. Doors into chutes shall be self-closing. Discharge doors shall be self- or automatic-closing upon the actuation of a smoke detector, except that heat-activated closing devices shall be permitted between the shaft and the discharge room.
12. R302.7 Under-stair protection. Shall be amended to read, Enclosed accessible space under stairs shall have walls, under-stair surface and any soffits protected on the enclosed side with 5/8” gypsum board. “Whenever plumbing or mechanical equipment located below a stairway the minimum headroom below the stair shall be 48” and” the walls and soffits within enclosed usable spaces under stairways shall be protected by 1-hour fire-resistance -rated construction or the current fire-resistance rating -of the stairway enclosure.
13. R311.7 Stairways. Amend by inserting decorative or portable ladders such as for built in bunk beds are excluded from any requirements.
14. R313.1 Townhouse automatic fire sprinkler systems. An automatic residential fire

sprinkler system shall be installed in townhouses.

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.

15. R313.1.1 Design and installation. Automatic residential fire sprinkler systems for townhouses shall be designed and installed in accordance with, amend by deleting “Section P2904” amend by inserting “inserting “NFPA 13D.”

16. R313.2 One- and two-family dwellings automatic fire systems. An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings where the finished habitable space exceeds 3600 square feet, feet and includes conditioned habitable basement area.

Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential sprinkler system.

17. R313.2.1 Design and installation. Automatic residential fire sprinkler systems shall be designed and installed in accordance with, amend by deleting “P2904” amend by inserting “NFPA 13 D.”

18. R904.3 Material specifications and physical characteristics. Roof covering materials shall conform to the applicable standards listed in this chapter. Amend by inserting, “Metal roofing and all associated metal roofing products shall not be required to be corrosion resistant or listed by any agency in the Town of Mountain Village. Where installed, they shall be a minimum of 22 gauge.”

19. “Table N1102.1.2 shall be amended in Climate Zone 6B under wood framed wall R value.

20. Insert: R 29 cavity insulation shall equal the prescriptive requirement of R5+20.

21. N1103.5.1 Circulation Systems. Heated water circulation systems shall be provided with a means of circulation. The system return pipe shall be a dedicated return pipe or a cold water supply pipe. Delete “Gravity and thermosyphon circulation systems shall be prohibited.” And insert “Gravity circulation systems shall be allowed and encouraged.”

22. N1103.5.3 Hot Water Pipe Insulation.

Exception 3. Piping. Piping amend by inserting, “shall not be” located outside the conditioned space excluding properly mixed heating systems mixed with Glycol or approved anti-freeze compound installed in heated flooring.

23. M1502.4.6 Length Identification. Where the exhaust duct equivalent length exceeds 35 feet, the equivalent length of the exhaust duct shall be identified on a permanent label or tag. “Delete this section in entirety.”

24. M1503.3 Exhaust Discharge. Domestic cooking exhaust equipment shall discharge to the outdoors through a duct. The duct shall have a smooth interior surface, shall be

airtight, shall be equipped with a backdraft damper and shall be independent of all other exhaust systems. Ducts serving domestic cooking equipment shall not terminate in an attic or crawl space or areas inside the building.

Exception: This exception shall be deleted in entirety.

25. Chapter 22 Special piping and Storage Systems. Delete in entirety

26. Section 1805.4.2 Foundation Drain. Amend by inserting: Foundation drains are part of the foundation system. The design professional shall state in a report whether the foundation drain shall be ~~When required by the Building Official, foundation drains shall be~~ designed and / or inspected by a Colorado registered professional engineer of record.

27. Section G2447 Cooking Appliances. Delete section G2447.2 Prohibited Location and Section G2447.3 Domestic Appliances in entirety.

27.28. Plumbing

a. Section ~~P2303~~P2503.5.1, Rough Plumbing. Insert the words “Building Sewer and” Delete the words “for piping other than plastic.”

b. Section P2603.5 Freezing. Delete the words “by insulation or heat or both.” Delete the words “12 inches” and insert “48 inches”.

~~a-c.~~ P2603.5.1 Sewer Depth. Insert the number “48” regarding burial depth.

~~b-d.~~ Section P2706.1, Waste Receptors. Add: “Waste Receptors used for condensate disposal are permitted in any readily accessible location.”

e. Section P2903.9.3, Fixture Valves and Access. Add: Wall mounted sinks.

f. Section P2904 Dwelling Unit Fire Sprinkler Systems. The design and installation of residential fire sprinkler systems shall be in accordance with NFPA 13D. Amend by Inserting, “no P2904 systems shall be allowed in the Town of Mountain Village.”

g. Section P2911 On Site Non-Potable Water Reuse Systems. Delete in its entirety.

h. Section P2912 Non-Potable Rainwater Collection and Distribution Systems. Delete in its entirety.

i. Section P2913 Reclaimed Water Systems. Delete in its entirety.

j. Section P3001.2 Protection from freezing. Delete the words “by insulation or heat or both.”

~~e-k.~~ Section P3009 Subsurface Landscape Irrigation Systems. Delete this section in entirety.

~~d-l.~~ Section P3009, Gray Water Recycling Add: “Gray water may only be used as an effluent for flushing fixtures.”

m. Section P3303.1.3 Electrical. Delete the words “Chapters 34 through 43 and insert the currently adopted NEC”.

n. Chapter 44 Referenced Standards. Insert Current edition of the “NRCA” National Roofing Contractors Association.

28.29. Appendix A. Sizing Capacities of Gas Piping Appendix A is a reference standard hereby adopted into the 2018~~2~~ IRC.

~~Appendix B. Sizing of Venting Systems Serving Appliances Equipped with Draft hoods, Category 1 Appliances, and Appliances Listed for use and Type B Vents. Appendix B is a reference standard hereby adopted into the 2012 IRC.~~

- 30. **Appendix C.** Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems: Appendix C is a reference standard hereby adopted into the 201~~8~~² IRC.
- ~~29.~~ ~~**Appendix E.** Manufactured Housing Used as Dwellings: Appendix E is a reference standard hereby adopted into the 2012 IRC~~
- 31. **Appendix G.** Swimming Pools, Spas and Hot Tubs: Appendix G is a reference standard hereby adopted into the 201~~2~~⁸ IRC.
- ~~30.~~ ~~**Appendix H.** Patio Covers: Appendix H is a reference standard hereby adopted into the 2012 IRC~~
- ~~31.~~ ~~**Appendix J.** Existing Buildings and Structures: Appendix J is a reference standard hereby adopted into the 2012 IRC~~
- ~~32.~~ ~~**Appendix K.** Sound Transmission: Appendix K is a reference standard hereby adopted into the 2012 IRC.~~
- 33.~~32.~~ All other appendices of the IRC not adopted herein are hereby deleted in their entirety.

17.7.2 INTERNATIONAL ENERGY CONSERVATION CODE

- A. **Adoption.** The Town of Mountain Village ("Town") hereby adopts and incorporates herein by reference as the energy code of the Town of Mountain Village the International Energy Conservation Code, 201~~8~~² Edition, ("IECC") published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478.
- B. **Alternative Methodologies.** A developer may propose to meet LEED Gold or higher certification as an alternative methodology to meeting the requirements of this section.
- C. **Amendments, Additions and Modifications.** The IECC 201~~8~~² edition is hereby amended as follows:
 - 1. **Section 103.1, Creation of Enforcement Agency.** Section 103.1 is hereby amended to read:

“Section 103.1, Creation of Enforcement Agency. The Building Division is hereby charged with enforcing the IECC, with the Building Official acting as the code official.”
 - 2. **Section 103.2, Appointment.** Section 103.2 is hereby deleted in its entirety due to the administrative provisions set forth herein.
 - 3. **Section A103.3, Deputies.** Section 103.3 is hereby deleted in its entirety due to the administrative provisions set forth herein.
 - 4. **Section C101.1, Title.** Section C101.01, Title is hereby amended as follows:

“Section C101.1, Title. This Code shall be known as the International Energy Conservation Code of the Town of Mountain Village and shall be cited as “this code” or the “IECC”
 - ~~5.~~ ~~**C402.1.1 Low-energy buildings. C402.1.2 Equipment buildings. Insert: These sections shall apply to all buildings regardless of zoning as applicable in the Town of Mountain Village.**~~
 - ~~6.~~ ~~**C402.5.7 Vestibules. Amend by inserting” This section shall only apply to new commercial buildings.”**~~
 - 2.~~7.~~ **Local Energy Saving Measures**

a) **Scope.** The following requirements apply to all new residential construction, remodels, or additions, including without limitation single-family dwellings, multi-family dwellings, and ~~mixed~~-mixed-use developments.

a)b) **Mandatory Requirements.** All projects shall comply with the local energy savings measures as set forth herein.

b)c) **HERS Ratings.**

i. All new detached single-family or detached condominium dwellings shall achieve one of the following Home Energy Rating System (“HERS”) ratings prior to the issuance of a building permit based on the gross floor area of the home. A prescriptive method may be used for homes 3,600 square feet or less with no HERS verification prior to a Certificate of Occupancy. The prescriptive or performance (HERS) method shall be confirmed prior to issuing a building permit. Performance methods must meet the follow HERS ratings outlined below.

- (a) 3,601 sq. ft. to 7,000 sq. ft. : HERS rating of 60 or lower.
- (b) 7,000-001 to 13,000 sq. ft.: HERS rating of 55 or lower
- (c) 13,000-001 feet and larger: HERS rating of 50 or below.

A confirmed HERS rating is required at or before CO_.

Where no exterior snowmelt is included on the project either electrical or gas, the lowest required HERS rating shall be 60.

e)d) **Smart Building Program. (Ordinance 2015-02)** The intent of the Smart Building Program (“Program”) is to reduce the amount of energy and greenhouse gas emissions produced in the community through the promotion of energy efficient designs and building practices.

i. The following incentives are provided to accomplish the intent of the Program:

- (a) **Renewable Energy.** A renewable energy 20% building permit fee discount shall be provided when (1) there is no exterior energy use; and (2) at least 20% of the estimated energy use is offset by a renewable energy source.
- (b) Roof Design. Roofs are designed to function in this climate without the need for snowmelt systems and with snow and ice fall safety measures (protected entries)Roofs free of snowmelt systems are eligible for a 20% building permit fee discount. This would apply to new buildings and additions only (the rebate only applies to the portion of the permit that includes new square footage), and designs that meet this requirement must be approved by the Building Official.
- (c) **Exterior Energy Use:** Buildings designed with no exterior energy use elements other than lighting are eligible for an additional 15% building permit fee discount. When this rebate is awarded, a covenant shall be recorded for the property with the

town, acknowledging the acceptance of the owner's forfeit of right to install any exterior energy use items after obtaining the CO for a period of fifty years. If during this period after CO it is found that exterior energy use items are desired by the owner and installed, the awarded rebate pertaining to exterior energy use shall be returned to Mountain Village per the terms of the agreement.

(d) Interior Energy Use HERS Rating: Buildings designed with a HERS rating below 50 are eligible for ~~another building~~ a building permit fee discount. The discount calculation begins at a HERS rating of 50. A new building with a HERS rating of 50 would pay 100% of the building permit fee. The building permit fee would be reduced proportionately with the percentage reduction in the HERS rating. For ~~instance~~ instance, a HERS score of 25 is a 50% reduction in the building permit fee. A HERS score of ~~0~~ 53 would result in a 100% building permit fee discount. HERS ratings can be lowered by either on-site or off-site solar photovoltaic systems.

These ~~three-four~~ (43) owner incentives can be used collectively toward a building permit fee discount. Maximum collective building permit fee discount available with the Program efficient home design is 100% of the building permit fee.

ii. **Exterior Energy Use.** The IECC or accepted performance compliance methods do not address exterior energy use. However, it is the intent of the Program to include all energy use on site in the evaluation of the building's performance regarding energy use. Therefore, the energy required of exterior snowmelt systems, as well as site-built pools and spas must also be offset with renewable energy via the Offset Program (see below).

iii. **Program Scope.** The Program shall apply to site built outdoor, spas, pools and all exterior energy used for snowmelt.

a. **Snowmelt**

(a) All snowmelt ~~systems anywhere~~ on the property shall be offset via the Renewable Energy Mitigation Program (REMP)~~Program~~ except for:

(i.) Single-family Development: 1,000 square feet of exempt hydronic snow melt that shall be allowed without mitigation located only on the main drive and/or code required exit walkways, decks, stairs and landings.

(ii.) Multi-family, Mixed Use and Commercial Development: 1,000 sq. ft. plus 50 square feet per dwelling unit of exempt hydronic snow melt that shall be allowed without mitigation located only on the main drive(s) decks, amenity areas and/or code required exit walkways, stairs and landings.

(iii) Attached single family units reviewed from the IRC (Duplex and Townhomes). 500 square foot of exempt

per dwelling unit hydronic snowmelt shall be allowed without mitigation located only on the main drive and/or code required exit walkways, decks stairs and landings.

- (iv.) ~~Town-owned Pp~~ Pedestrian routes and plaza areas in the Village Center and other public use areas. ~~provided such areas meet the Design Regulations.~~
- (v.) Pool deck areas for multi-family or mixed-use hotbed development sites as envisioned in the Comprehensive Plan.

- ~~(b) — **Definition of Exempt Snow Melt Area:** Tubing installed to melt snow on a deck etc. where the intent is to remove snow from the walkable or drivable area shall be measured per the size of the entire potentially snow melted area. For example if a 10' x 20' deck only has perimeter snow melt tubing, the entire area shall be counted toward the snow melt exemption.~~
- ~~(c) — All snow melt systems shall be equipped with both moisture and temperature sensors to control operation per the IECC and IRC.~~
- ~~(d) — Hydronic snow melt systems shall have a minimum of R-15 insulation on the non-snow melt side.~~

- v. **Spas.** Factory built spas (hot tubs) that are in compliance with the current California Energy Commission requirements in section 1604 of title 20 and have a maximum standby energy use of 205 watts per hour are exempt. Spa energy uses above 205 watts per hour adjusted for local climatic conditions are included in renewable energy mitigation offset requirements. Proof that the ~~site built~~site-built spa meets this requirement may be provided by a Town engineering consultant, if needed, and will be at the expense of the owner. The owner of said property shall have the option of providing energy from a Town approved renewable energy system, or making payment in lieu, or a combination of both, in order to offset energy used by exterior energy use equipment with renewable energy sources.

- vi. **Exterior Pools.** Exterior heated swimming pools must prove compliance with the currently adopted Energy Codes. The Council may waive the need to offset exterior pool heating for projects that are envisioned in the Comprehensive ~~Plan, or~~Plan or may use a portion of the project revenues to pay for part of or ~~all of~~all the energy offset.

- vii. **Heated Garages.** Heated garages must prove compliance with the currently adopted Energy Codes. This can be accomplished with a free program known as RES-Check. The garage would be included in the Res-Check calculation with the heated home. The blower door test required as per R402.4.1.2 shall apply only to the homes habitable space and the air sealing for the garage shall be visually inspected.

- ~~vi-viii.~~ **Exterior Energy Use Calculation.** The total exterior energy use that must be offset with renewable energy, or payment made as a payment in-lieu as allowed in these regulations, will be calculated by the Town Building Official using the Build Smart Exterior Energy Calculation Spreadsheet (“Spreadsheet”) (Appendix 17-2). The Spreadsheet calculations were developed using the standard amount of energy used by the exterior systems and adjusted for local climatic conditions.

Alternate and creative engineering solutions to reduce exterior energy use are encouraged and may be accepted as an offset method, when approved by the Building Official. The Spreadsheet will be updated regularly according to market fluctuations and may be amended and adopted by the annual Fee Resolution.

ix. **Renewable Energy Credit Calculation.** Renewable mitigation offsets may be produced on-site or off-site and must be approved by the town. On site renewable energy methods receive double credit for offset purposes. For ~~exampleexample~~, if a town approved renewable energy source such as solar, geothermal heat pump, etc. installed on site produces 4KW then it will get credit for offsetting 8KW of exterior energy use. As new technology or other offsite renewable energy projects come on-line, they may also be considered as approved systems by the Building Official. Where the necessary amount of renewable energy is unattainable on-site, a combination of renewable energy methods may be used.

viii-x. **Payment In-lieu.** The town has the resources and ability to install renewable energy systems on public property or invest in offsite renewable energy systems that will offset exterior energy used in the community. If preferred by the property owner, the Town may accept payment from the owner of the affected property, in lieu of providing energy produced by a Town approved renewable energy system, Or, the town may accept partial payment in lieu from the affected property owner that provides only partial energy produced by a Town approved on-site or off-site renewable energy mitigation system. The owner shall make payment prior to receiving the building permit. The payment in lieu shall be calculated using the Spreadsheet.

viii-xi. **Approved Renewable Energy Systems.** All renewable energy systems proposed as part of the Build Smart Renewable Mitigation Program must be approved in advance by the Building Official. An engineering analysis may be required for calculating the renewable energy mitigation credit produced by an on- or off –site system. Review of the system by a Town engineering consultant, if needed, will be at the expense of the owner.

(a) On-site renewable energy systems provided to offset exterior energy use will be required to be maintained and operated for the lifetime of the property, through a written agreement with the property owner and a covenant on the property.

(a)(b) Off-site renewable mitigation shall only be approved by the Building Official if, through a written agreement: (1) the system is legally tied to the property using exterior energy use with the inability to transfer to another property; and (2) the Town can easily verify at any time the offsite renewable energy system continues to provide renewable energy as provided for herein, with no restrictions on the Town’s ability to access renewable energy utility information.

xii. **Shut-off Timers.** Exterior energy use such as outdoor firepits and exterior gas illumination fixtures shall be required to have timers with a

~~maximum of 60 minutes and shall not have continuously burning pilots. items not mentioned shall be supplied with automatic shutoff timers.~~

~~viii. **Appropriation of funds.** All ~~renewable mitigation program~~ REMP payments in lieu received by the town shall be deposited into a separate account with the Town to be used for energy reducing town projects and programs that benefit the community. Carbon reducing town projects and programs may be considered an appropriate use of REMP funds with Town Manager approval. ~~offset exterior energy consumption for the benefit of the towns citizens.~~~~

e) **Engineered Heating Systems.** All detached single-family dwellings with equipment that meets the requirements for commissioning per sub-section N must have engineered heating systems. Where mechanical ventilation is required high efficiency energy recovery ventilators or heat recovery units shall be utilized for this purpose.

f) **Direct Vent Furnace.** When the scope of the work of an addition to a dwelling or a remodel of a dwelling requires replacement of a furnace, the furnace shall be replaced with a direct vent unit that has a minimum 92 percent AFUE.

g) **Direct Vent Boiler.** When the scope of the work of an addition to a dwelling or a remodel of a dwelling requires replacement of a boiler, the boiler shall be a direct vent unit that has a minimum 90 percent AFUE.

h) **Prohibition on Electric Heating.** Electric resistance heating shall not be used as the buildings primary heating source.

i) **Fireplaces.** Fireplaces must be EPA or California certified, and have tight fitting gasketed doors. Wood burning fireplaces shall meet the Solid Fuel Burning Device Regulations.

j) **Programmable Thermostats.** Programmable thermostats are required for forced air central heating and cooling systems.

k) **Automatic Exhaust Fan Switches.** Timers, humidistats or motion sensors are required for bath exhaust fans.

l) **Local Insulation Requirements.**

- i. Headers shall be insulated full open depth.
- ii. Framed corners must be capable of being insulated.
- iii. Shaft and knee walls for skylights shall be insulated as exterior walls and provided with adequate backing to support the insulation.

m) **Range Hood Ducting.** Range hoods are required and must be ducted to the exterior.

n) **Mechanical Systems Commissioning and Completion Requirements.** Engineering and commissioning of the mechanical and hot water heating systems shall be required on all residential where any of the following apply:

- i. The equipment input rating exceeds 200,000 btu.
- ii. The heated water exceeds 210 deg. F
- iii. The heated water or water glycol storage capacity exceeds 120 gallons
Prior to the approval of the final mechanical inspection, the registered design professional shall provide evidence of mechanical systems commissioning and completion of the mechanical system installation to the Building Official.

~~f) o)~~ **Systems Adjusting and Balancing.** HVAC systems shall be balanced in accordance with generally accepted engineering standards. Air and water flow rates shall be measured and adjusted to deliver final flow rates within the tolerances provided in the product specifications.

~~g) p)~~ **Air Systems Balancing.** Each supply air outlet and zone terminal device shall be equipped with a means for air balancing in accordance with the International Mechanical Code. Discharge dampers are prohibited on constant volume fans and variable volume fans with motors of 10 hp (7.35 kW) and larger. Air systems shall be balanced in a manner to first minimize throttling losses then, for fans with system power of greater than 1 hp (735 W), fan speed shall be adjusted to meet design flow conditions.

Exception: Fans with fan motor horsepower of 1 hp (735 W) or less.

~~h) q)~~ **Hydronic Systems. Balancing.** Individual hydronic heating and cooling coils /zones shall be equipped with means for balancing and measuring flow. Hydronic systems shall be proportionately balanced in a manner to first minimize throttling losses, then the pump impeller shall be ~~trimmed~~ trimmed, or pump speed shall be adjusted to meet design flow conditions. Each hydronic system shall have either the capability to measure pressure or temperature across the ~~pump, or pump or~~ shall have test ports at each side of each pump.

Exceptions: pumps with pump motors of 5 hp (3677 W) or less where throttling results in not greater than 5 percent of the nameplate horsepower draw above that required if the impeller were trimmed.

~~i) r)~~ **Functional Performance Testing.** Functional performance testing shall be in accordance with the requirements of this section.

~~j) s)~~ **Equipment.** Equipment functional performance testing shall demonstrate the installation and operation of components, systems, and system-to-system interfacing relationships in accordance with approved plans and specifications so that operation, function, and maintenance serviceability for each of the commissioned systems is confirmed. Testing shall include all specified modes of control and sequence of operation, including under full-load, part-load and all of the following emergency conditions:

- i. Each mode as described in the sequence of operation.
- ii. Redundant or automatic backup mode.
- iii. Performance of alarms.
- iv. Mode of operation upon a loss of power and restoration of power.

~~t)~~ **Controls.** HVAC control systems shall be tested to document that control devices, components, equipment, and systems are calibrated, adjusted and operated in accordance with the approved plans and specifications. Sequences of

operation shall be functionally tested to document that they operate in accordance with the approved plans and specifications.

- u) **Economizers.** Air economizers shall undergo a functional test to determine that they operate in accordance with the manufacturer's specifications.
- v) **Acceptance.** Buildings, or portions thereof, shall not pass the final mechanical inspection until such time as the code official has received a final commissioning report from the design professional.
- w) **System Balancing Report.** A written report describing the activities and measurements completed shall be provided.
- x) **Final Commissioning Report.** A complete report, signed and sealed by the registered design professional, documenting that the mechanical and service water heating systems comply with the International Energy Conservation Code, the approved plans and manufacturer's specifications shall be provided to the Building Official.
- y) **Site Built Spas and Pools.** Site built pools and Spas shall be insulated equivalent to current California Energy compliant factory built hot tubs and spas or be offset by a Town approved renewable energy source.

17.7.13 INTERNATIONAL MECHANICAL CODE

- A. **Adoption.** The Town of Mountain Village ("Town") hereby adopts and incorporates herein by Reference as the mechanical code of the Town of Mountain Village the International Mechanical Code, 201~~82~~ Edition, ("IMC") published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478.
- B. **Amendments, Additions and Modifications.** The IMC 201~~28~~ Edition is hereby amended as follows:

- 1. **Section 101.** Section 101 of the IMC is hereby amended as follows:

“Section 101.1, Title. These regulations shall be known as the Mechanical Code of the Town of Mountain Village, Colorado, hereinafter referred to as "this code" or the “IMC.”

- 1. **Section 101.2 Scope.** Delete the following exception in entirety. “Exception: Detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the international Residential Code.”

- 2. **Section 103.1, General.** Section 103.1 is hereby amended to read:

“Section 103.1, General. “Section 103.1 is hereby amended to read: The Building Division is hereby charged with enforcing the IMC, with the Building Official acting as the code official.”

- 3. **Section 103.2, Appointment.** Section 103.2 is hereby deleted in its entirety due to the administrative provisions set forth herein.
- 4. **Section A103.3, Deputies.** Section 103.3 is hereby deleted in its entirety due to the administrative provisions set forth herein.
- 5. **Section 106.** Section 106 of the IMC is hereby amended as follows:

Section 106.3.1, Construction documents. “A Colorado Licensed Professional Mechanical Engineer shall provide stamped drawings for approval to the Building Official. Exceptions may be allowed at the discretion of the Building Official.”

- 6.** Section 106.6.2, Fee Schedule. Insert, “All fees shall be per the Planning and Development Services Fee Schedule.”
- 7.** Section 107.2 Required inspections and testing. Amend by adding to item 2. “Hydronic piping shall be tested at 60 lbs. air pressure. Amend by adding item 3. Sealed combustion. Amend by adding item 4. PVC vent piping both intake and exhaust installations must be pressure tested with air at 5 PSI for 15 minutes.”
- 8.** Section 109 Means of Appeal. Board of Appeals: Delete and replace with section ~~18.1.8~~17.7.8 of the Building Regulations.
- 9.** Section 306.2 Appliances in rooms. Delete “30” from the exception and insert “not less than 48” high.”
- 10.** Section 505.3 Exhaust ducts. Delete exception 1. “Exception 1. In other than groups I-1 and I-2 where installed in accordance with the manufacturer’s instructions and where mechanical and or natural ventilation is otherwise provided in accordance with chapter 4, listed and labeled ductless range hoods shall not be required to discharge to the outdoors.”
- 11.** Section 805.6 Decorative Shrouds. Amend by inserting, “decorative shrouds shall be 3rd party special inspection approved by the appliance installer that the shroud is used on. The installer shall verify the shroud works properly with the appliance.”
- 12.** Section 917.2 Domestic appliances. Delete this section in entirety. “Cooking appliances installed within dwelling units and within areas where domestic cooking operations occur shall be listed and labeled as household appliances for domestic use.”
- 13.** Section 1203.3.4 Solvent-cemented joints. Amend by inserting, An approved “visible” primer.
- 14.** Section 1208 Test.1208.1 General. Shall be amended to read “Hydronic piping shall be tested at 60 PSI. The duration of each test shall be not less than 15 minutes.”
- 15.** Section 1209.5 Thermal barrier required. Amend by inserting “Where used as snow melt a minimum of R-15 insulation is required beneath and alongside.”
- 16.** Appendix A Chimney Connector Pass-Through. Appendix A is a reference standard hereby adopted into the 2018~~2~~ IMC.
- ~~**6.** Other Appendices. All other appendices of the IMC not adopted herein are hereby deleted in their entirety.~~

17.7.12 INTERNATIONAL FUEL GAS CODE

A. **Adoption.** The Town of Mountain Village hereby adopts and incorporates herein by reference as the Fuel Gas Code of the Town, the International Fuel Gas Code, 2018~~2~~ Edition ("IFGC") as published by the International Code Council, Inc. 4051 West Flossmoor Road, Country Club Hills, IL 60478.

B. **Amendments, Additions and Modifications.** The IFGC, is hereby amended as follows:

1. **Section 101.** Section 101 of the IFGC is hereby amended as follows:

Section 101.1, Title. ~~“These regulations shall be known as the Town of Mountain Village Fuel Gas Code, hereinafter referred to as "this code" or the “IFGC”.”~~

2. Section 101.2 Scope. ~~Delete the following exception in entirety. “Exception: Detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the International Residential Code.”~~

3. Section 103.1, General. Section 103.1 is hereby amended to read:

Section 103.1, General. The Building Division, is hereby charged with enforcing the IFGC, with the Building Official acting as the code official.”

~~2.4. Section 103.2, Appointment.~~ **Section 103.2** is hereby deleted in its entirety due to the administrative provisions set forth herein.

5. Section A103.3, Deputies. Section 103.3 is hereby deleted in its entirety due to the administrative provisions set forth herein.

6. Section 106.6.2 Fee schedule. ~~Insert, “All fees shall be per The Town of Mountain Village the Planning and Development Services Fee Schedule.”~~

7. Section 107.2 Inspections and Testing. ~~Amend by inserting under item 2, “gas pipe shall be tested with 15 PSI for 20 minutes. A category 3 or 4 appliance exhaust vent shall be tested at 5 PSI for 15 minutes.”~~

~~3.8. Section 109 Means of Appeal.~~ **Board of Appeals:** ~~Delete and replace with section 18.17.7.8 of the Building Regulations.~~

9. **Section 401.** Section 401 of the IFGC is hereby amended by inserting the following section:

Section 401.1.2, Underground Installation. Gas service lines shall be separated by 3 feet horizontally of undisturbed or compacted earth from other service lines such as water, sewer, electric and gas.

Exception: The required separation distance shall not apply within the first five feet of the foundation and if the services lines are encased.”

10. **Section 406.4.1 Test pressure.** ~~Amend by inserting, “The test pressure for gas piping shall be 15 PSI air for 20 minutes”. Where the design gas pressure inside the building is greater than 5PSI the pipe shall be welded and tested at 60 PSI for 20 minutes. Category 3 and 4 appliance exhaust pipes shall be tested at 5 pounds for 15 minutes.”~~

11. ~~Insert new “Section 409.5.0 Gas Fireplace in Sleeping Room Areas.~~ **Timers.** ~~A timer, or permanent thermostat shall be provided to control the main burner operation, shall have a maximum operating time of 1 hour and a maximum temperature setting of 85~~

degrees Fahrenheit. The control for the timer or thermostat shall be in the same room as the gas fireplace.”

12. Section 501.8 Appliances not required to be vented. Delete item 1, “Ranges.”

~~12.13.~~ Appendix A, Sizing and Capacities of Gas Piping. Appendix A is a reference standard hereby adopted into the 20182 IFGC.

~~13.~~ Appendix B, Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category I Appliances and Appliances Listed for Use and Type B Vents. ~~Appendix B is a reference standard hereby adopted into the 2012 IFGC~~

14. Appendix C, Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems. Appendix C is a reference standard hereby adopted into the 20182 IFGC.

~~14. Other Appendices. All other appendices of the IFGC not adopted herein are hereby deleted in their entirety.~~

17.7.15 INTERNATIONAL PROPERTY MAINTENANCE CODE

A. Adoption. The Town of Mountain Village hereby adopts and incorporates herein by reference as the Property Maintenance Code of the Town, the International Property Maintenance Code 20182 Edition, ("IPMC") as published by the International Code Council, Inc. 4051 West Flossmoor Road, Country Club Hills, IL 60478.

B. Amendments, Additions and Modifications. The IPMC is hereby amended as follows:

1. Section 101.1, Title. These regulations shall be known as the Town of Mountain Village Property Maintenance Code, hereinafter referred to as "this code" or the "IPMC".

10.2. Section 103.1, General. Section 103.1 is hereby amended to read:

“Section 103.1, General. The Building Division is hereby charged with enforcing the IPMC, with the Building Official acting as the code official.”

~~11.3.~~ Section 103.2, Appointment. Section 103.2 is hereby deleted in its entirety due to the administrative provisions set forth herein.

~~12.4.~~ Section A103.3, Deputies. Section 103.3 is hereby deleted in its entirety due to the administrative provisions set forth herein.

5. Section 505.4. Water Heating Facilities. Delete the words “unless adequate combustion air is provided.”

6. Section 505.5 Non-potable water reuse systems. Delete 505.1 and 5.5.5.1 in entirety.

7. Section 604 Electrical Facilities. Amend by inserting, “and the latest adopted edition of the NFPA 70 the National Electrical Code.”

8. Section 111 Means of Appeal. Board of Appeals: Delete and replace with section 187.47.8 of the Building Regulations.

~~13. Section 103.5, Fees.~~ ~~Section 103.5 is hereby deleted in its entirety due to the administrative provisions set forth herein.~~

17.7.16 NATIONAL ELECTRIC CODE

A. Adoption: The Town of Mountain Village hereby adopts and incorporates herein by reference as the Electrical Code of the Town, the 2020 National Electrical Code (“NEC”) “also known as NFPA

70 “as published by the National Fire Protection Association Inc, and adopted as the electrical code of the State of Colorado.

- B.** The NEC shall be reviewed to be re-adopted as the electrical code for the Town of Mountain Village when the State of Colorado adopts such updated versions as the electrical code for the State of Colorado.
- C.** Amendments, Additions and Modifications. “Previous editions and amendments of the National Electrical Code are replaced with the 2017-2020 National Electrical Code which includes” amendments as follows:

1. The Building Division is charged with administering and enforcing the provisions of the NEC.

2. New Section -Fees. Permit fees shall be based on the Planning and Development Services adopted Fee Schedule and shall supersede and replace any fee schedule adopted by the International Electrical Code or the state of Colorado.

2.3. 200.6 Means of Identifying Grounded Conductors

Amend by inserting:

(A) Sizes 6 AWG or Smaller. An insulated grounded conductor of 6 AWG or smaller shall be identified by one of the following means:

Amend by deleting items 1-3 and replacing with:

- (1) A continuous white outer finish “for 120-volt ground to ungrounded single phase and three phase systems.”
- (2) A continuous gray outer finish “for 277-volt ground to ungrounded 3 phase systems.”
- (3) Three continuous white “for 120 volts” or gray stripes “for 277 volts” along the conductor’s entire length on other than green insulation or 3 wraps of corresponding phase tape at each termination point.

(B) Sizes 4 AWG or Larger. An insulated grounded conductor 4 AWG or larger shall be identified by one of the following means:

Amend by deleting items 1-4 and replacing with:

- (1) A continuous white outer finish “for 120-volt ground to ungrounded single phase and three phase systems.”
- (2) A continuous gray outer finish “for 277-volt ground to ungrounded 3 phase systems.”
- (3) Three continuous white “for 120-volt” or gray stripes “for 277-volt” along the conductor’s entire length on other than green insulation or 3 wraps of corresponding phase tape at each termination point.

3. 210.5 Identification for Branch Circuits

Amend by deleting section (a) and replace with the following text.

(a) *Means of Identification.* The means of identification shall be by separate color coding, marking tape, tagging, or other approved means. 120 volts to ground shall be color coded Black and Red for single phase and Black, Red, and Blue for 3 phase. 277 volts to ground shall be color coded Brown, Orange, Yellow. The coding shall be top to bottom or left to right.

4. 215.12 Identification for Feeders

Amend by deleting section (a) and replace with the following text.

(a) Means of Identification. The means of identification shall be by separate color coding, marking tape, tagging, or other approved means. 120 volts to ground shall be color coded Black and Red for single phase and Black, Red, and Blue for 3 phase. 277 volts to ground shall be color coded Brown, Orange, Yellow. The coding shall be top to bottom or left to right.

5. Section 300.5 C. Underground Cables and Conductors Under Buildings. Insert, “or manmade structures of concrete, wood etc.

6. **Section 334.40 (B)**

Shall be amended by inserting the following:

(B) Devices of Insulating Material. Self-contained switches, self-contained receptacles, and nonmetallic-sheathed cable interconnector devices of insulating material that are listed “specifically for use in the occupancy group and type of construction installed and installed per installation instructions” shall be permitted to be used without boxes in exposed cable wiring and for repair wiring in existing buildings where the cable is concealed.

Section 408.4B Source of Supply. Amend by deleting.” In other than one-or-two- family dwellings.” All switchboards, switchgear, and panelboards supplied by feeder(s) in other than one-or-two family- dwellings shall be permanently marked to indicate each device or equipment where the power originates and voltage. The label shall be permanently affixed, of sufficient durability to withstand the environment involved, and not be ~~hand~~ written~~handwritten~~.

~~7. **Section 426.13** Amend by inserting the following: The presents of outdoor electric deicing and snow melting equipment shall be evident by the posting of appropriate caution signs or markings where clearly visible, labeling must include manufacturer of deicing equipment, wattage per foot, location on structure, length per zone. Labeling must be in location of over current devices.~~

~~7.87. **Section 410.16 Luminaires in Clothes Closets** ~~amend~~ Amend by inserting: “Bunk bed and furniture sleeping area locations are required to have completely enclosed light source, with non-interchangeable bulbs.”~~

~~426.21 Amend by inserting the following: Heating element assemblies shall be secured to the surface being heated by identified manufacturer straps. Exposed deicing cables must be secured within 12 inches of power junction box.~~

8. **Section 426.4 Continuous Load.**

Fixed outdoor electric deicing and snow-melting equipment shall be considered as a continuous load. Amend by inserting: “Overcurrent selection - shall be based on manufacturer installation instructions for minimum overcurrent device required to zero-degree-start-up at 0 degrees F and on developed length of heat tape per zone.”

~~9. **Section 426.13** Amend by inserting the following: The presents of outdoor electric deicing and snow-melting equipment shall be evident by the posting of appropriate caution signs or markings where clearly visible, labeling must include manufacturer of deicing equipment, wattage per foot, location on structure, length per zone. Labeling must be in location of over-current devices.~~

10. 426.21 Amend by inserting the following: Heating element assemblies shall be secured to the surface being heated by identified manufacturer straps. Exposed deicing cables must be secured within 12 inches of power junction box.

11. 426.50 Amend by inserting the following: Where accessible to the user of the equipment, no more than 8 'AFF and within site of the equipment.

12. Section 695.1 Scope (A) Covered.

Amended by inserting the following:

“(C) NFPA 13 D Residential water pump motors where amended.”

13. —Section 695.6 (A) Supply Conductors Section (1)

Shall be amended by adding the following:

“Supply Conductors for residential on site NFPA 13d sprinkler system pumps shall be physically routed outside the building. The conductors’ pumps and associated equipment shall be protected from potential damage by fire and protected from physical damage. Raceways where entering the building into the water pump room shall be EMT, IMC, or GRC and installed no higher than 3’ above the finished floor. All Boxes shall have threaded hubs. Motor whips shall be flexible metal conduit, liquid tight flexible metal conduit or type MC Cable.”

17.7.17 INTERNATIONAL PLUMBING CODE

A. Adoption. There is hereby adopted and incorporated herein by reference as the plumbing code of the Town of Mountain Village, the International Plumbing Code ("IPC"), 2018~~2~~ Edition, published by the International Code Council, Inc. 4051 West Flossmoor Road, Country Club Hills, IL 60478.

B. Amendments, Additions and Modifications. The International Plumbing Code, 2018~~2~~ Edition is hereby modified as follows:

1. Section 101. Section 101.1 of the IPC is hereby modified to read as follows:

“**Section 101.1, Title.** Section 101.1 of the IPC is hereby modified to read as follows:
“These regulations shall be known as the International Plumbing Code of the Town of

Mountain Village, hereinafter referred to as "this code" or the “IPC”

2. “Section 103.1, General. The Building Division is hereby charged with enforcing the IPC, with the Building Official acting as the code official.”

3. Section 103.2, Appointment. Section 103.2 is hereby deleted in its entirety due to the administrative provisions set forth herein.

4. Section A103.3, Deputies. Section 103.3 is hereby deleted in its entirety due to the administrative provisions set forth herein.

5. Section 106.6 Fees. Permit fees shall be based on the Planning and Development Services adopted Fee Schedule and shall supersede and replace any fee schedule adopted by the International Plumbing Code or the state of Colorado.

6. Section 109 Means of Appeal. Board of Appeals: Delete and replace with section-17.7.8 of the Building Regulations.

- ~~7.~~ **Section 305.4 Freezing.** Amend by deleting “by insulation”.
- ~~8.~~ Amend by inserting “Heating piping shall not be located outside the conditioned space excluding properly mixed heating systems mixed with Glycol or approved anti-freeze compound installed in heated flooring or grade level snowmelt.”
- ~~3.9.~~ **Section 305.** Section 305 of the IPC is hereby amended as follows:

“~~Section 305.6.1 Sewer~~**305.6.1 Sewer Depth.** Private sewage disposal systems are prohibited in the town. Building sewers shall be a minimum of 6 feet below grade.”
- ~~10.~~ **Section 312.3, Drainage and Vent Air Test.** Section 312.3 of the IPC is hereby amended as follows:
- ~~11.~~ “**Section 312.3 Drainage and Vent Air Test.** The sentence “Plastic piping shall not be tested using air” shall be deleted.
- ~~12.~~ **Section 312.5 Water Supply system test.** Amend by deleting the sentence “for piping systems other than plastic,” delete “50 PSI” and insert “60 PSI.”
- ~~13.~~ **Section 502.5 Clearances for maintenance and replacement.** Shall be amended to read, “Appliances shall be provided with access for inspection, service, repair and replacement without disabling the function of a fire-resistance-rated assembly or removing permanent construction, other appliances or any other piping or ducts not connected to the appliance being inspected, serviced, repaired or replaced. A level working space not less than 36” in length, 30 inches in width and 48” in height shall be provided in front of the control side to service an appliance.”
- ~~14.~~ **Section 603.2 Separation of Water Service and Sewer.** Delete the following, “Where water service piping is in the same trench with the building sewer, such sewer shall be constructed of materials listed in Table 702.2. Where the building sewer piping is not constructed of materials listed in Table 702.2.”
- ~~15.~~ **Section 606.2 Location of shutoff valves.** Amend by inserting, 1. On the fixture supply to each plumbing fixture other than “wall hung sinks”, bathtubs and showers.

Section 607.2 Hot or tempered water supply to fixtures. Shall be amended to read, “The developed length of hot or tempered water piping, from the source of hot water to the fixtures that require hot or tempered water, shall not exceed 200 feet where minimum of R-3 insulation is installed to insulate the piping. Recirculating system piping and heat-traced piping shall be sources of hot or tempered water.”
- ~~4.~~ **Section 708.** Section 708 of the IPC is hereby amended as follows:

“~~Section 708.3 Where Required.~~ A minimum of one clean out shall be located outside the building within 10 feet of the outside foundation wall and in accordance with Sections 708.3.1 through 708.3.6.”
- ~~5.~~ **Section 904.** Section 904 is hereby amended as follows:

~~“Section 904.1, Roof Extension. All open vent pipes that extend through a roof shall be terminated at least 36 inches above the roof.”~~

6.16. **Appendix E, Sizing of Water Piping.** Adopt entire Appendix E.

17. **Appendix F, Structural Safety.** Adopt entire Appendix F.

~~7. All other appendices of the IPC not adopted herein are hereby deleted in their entirety.~~

15.01.180 INTERNATIONAL EXISTING BUILDING CODE

A. **Adoption.** There is hereby adopted and incorporated herein by reference as the Existing Building Code of the Town of Mountain Village, the International Existing Building Code ("IEBC"), 201~~28~~ Edition, published by the International Code Council, Inc. 4051 West Flossmoor Road, Country Club Hills, IL 60478.

B. **Amendments, Additions and Modifications.** The International Existing Building Code, 201~~28~~ Edition is hereby modified as follows:

1. 101. Section 101 of the IEBC is hereby modified to read as follows:

“Section 101.1, Title. these regulations shall be known as the International Existing Building Code of the Town of Mountain Village, hereinafter referred to as "this code" or the “IEBC”

2. **“Section 103.1, General.** The Planning and Development Services Department, Building Division, is hereby charged with enforcing the IEBC, with the Building Official acting as the code official.”

~~2.3.~~ **Section 103.2, Appointment.** Section 103.2 is hereby deleted in its entirety due to the administrative provisions set forth herein.

~~3.4.~~ **Section A103.3, Deputies.** Section 103.3 is hereby deleted in its entirety due to the administrative provisions set forth herein.

~~5.~~ **106.2.5 Exterior balconies and elevated walking surfaces.** Delete this section in its entirety.

~~6.~~ **Section 108, Fees.** Section 103.5 is hereby deleted in its entirety due to the administrative provisions set forth herein.

~~7.~~ **Section 109.3.6 Weather-exposed balcony and walking surfaces waterproofing.** Delete this section in entirety.

~~2.~~ **Section 112 Board of Appeals.** Board of Appeals: Delete and replace with section 178.74.8 of the Building Regulations.

~~3.~~ **Section 103.1, General.** Section 103.1 is hereby amended to read:

~~“Section 103.1, General. The Building Division is hereby charged with enforcing the IEBC, with the Building Official acting as the code official.”~~

~~4.~~ **Section 103.2, Appointment.** Section 103.2 is hereby deleted in its entirety due to the administrative provisions set forth herein.

~~5.~~ **Section A103.3, Deputies.** Section 103.3 is hereby deleted in its entirety due to the administrative provisions set forth herein.

6.8. **Section 116.** Section 116 of the IEBC is hereby amended to read as follows:

“Section 116.1, Emergency Measures 116.1. Shall be amended to read, “When the Building Official has reason to believe and upon inspection found in the opinion of the Building Official there is imminent danger of snow or ice falling from a building in a public area endangering the public or of failure or collapse of a building that endangers life, or when any building or a part of a building has fallen and life is endangered by the occupation of the building, or when there is actual or potential danger to the building occupants or those in proximity of any structure due to explosives, explosive fumes or vapors, or the presents of toxic fumes or vapors, or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official shall cause to be posted at each entrance to such structure a notice reading as follows: “This Structure is Unsafe-, ~~No Occupancy Allowed and Its Occupancy Has Been Prohibited by the Code Official.~~” It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition, or of demolishing the same.” In the case of the Building Official having reason to believe and upon inspection found there is imminent danger of snow or ice falling from a building in a public area endangering the public, the Building Official will require the building owner remedy the danger within 24 hours of the danger being identified and ask that the public area be coned off in the interim for public safety purposes.”

17.7.19 INTERNATIONAL FIRE CODE

- A. Adoption.** The Town hereby adopts and incorporates herein by reference the International Fire Code (“IFC”) 201~~8~~2 Edition, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478 as adopted by Resolution from time to time by the San Miguel County Fire Protection District.
- B. Amendments, Additions and Modifications.** The IFC 2012 Edition is hereby amended as follows:

1. Section 103.1 General. Section 103.1 is hereby amended to read as follows:

ADD 103.1.1 The term fire code official shall be changed to read Fire Marshal throughout this code.

“Section 103.1 General. The Telluride Fire Protection District (“TFPD”) is hereby appointed by the Town to act as the department of fire prevention. The Building Division may also serve as the department of fire prevention as circumstances warrant.” The department of fire prevention shall be under the direction of the fire code official.”

2. Section 103.2 Appointment. Section 103.2 is hereby amended to read as ~~follows:~~

~~“Section follows: “Section~~ **103.2 Appointment.** “The fire code official shall be the TFPD appointed Fire Marshal. The Building Official may also act as the fire code official as circumstances warrant.”

3. Right of Entry. Section 104.3 is hereby amended to read as follows:

“104.3 Right of Entry. “Whenever it is necessary to make an inspection to enforce the provisions of this code, or whenever the Fire Marshal has reasonable cause to believe that there exists in a building or upon any premises any conditions or violations of this code which make the building or premises unsafe, dangerous or hazardous, the Fire Marshal shall have the authority to enter the building or premises at all reasonable times to inspect or to perform the duties

imposed upon the Fire Marshal by this code. If such building or premises is occupied, the Fire Marshal shall present credentials to the occupant and request entry. If such building or premises is unoccupied, the Fire Marshal shall first make a reasonable effort to locate the building owner or other person having charge or control of the building or premises and request entry. If entry is refused, the Fire Marshal has recourse to every remedy provided by law to secure entry. Said person who refuses entry is in violation of Section 18-8-106 of the Colorado Revised Statutes.”

4. **104.10.1 Assistance from Other Agencies.** Section 104.10.1 is hereby amended to read as follows:

“**104.10.1 Assistance from Other Agencies** Police and other enforcement agencies shall have the authority to render necessary assistance in the investigation of fires and the enforcement of this code when requested to do so by the Fire Marshal.”

5. **104.11.2. Obstructing Operations.** Section 104.11.2 is hereby amended to read as follows:

“**104.11.2 Obstructing Operations.** No person shall obstruct the operations of the fire department in connection with the extinguishment or control of any fire, or actions relative to other emergencies, or disobey any lawful command of the fire chief or officer of the fire department in charge of the emergency, or any part thereof, or any lawful order of a police officer assisting the fire department. Said person shall be in violation of Section 18-8-104 of the Colorado Revised Statutes.”

6. **105.1.1. Permits Required.** Section 105.1.1 is hereby amended to read as follows:

“**105.1.1 Permits Required.** Any property owner or authorized agent who intends to conduct an operational business or install or modify systems and equipment which is regulated by this code, or to cause any such work to be done, shall first make application to the Fire Marshal and obtain the required permits. Permit fees, if any, shall be paid prior to the issuance of the permit. Issued permits shall be kept on the premises designated therein and shall be readily available for inspection by the Fire Marshal.”

7. **105.4.1 Submittals.** Section 105.4.1 is hereby amended to read as follows:

“**105.4.1 Submittals.** Construction documents and supporting data shall be submitted with each application for a permit and in such form and detail as required by this code, nationally recognized standards, and the Fire Marshal. The construction documents shall be prepared by a registered design professional where required by the statutes of the State and or the jurisdiction in which the project is to be constructed.”

8. **105.4.2.1 Fire Protection System Shop Drawings.** Section 105.4.2.1 is hereby amended to read as follows:

“**105.4.2.1 Fire Protection System Shop Drawings.** Shop drawings for the fire protection system(s) shall be submitted to indicate compliance with this code and the construction ~~documents, and documents and~~ shall be approved prior to the start of installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9 and the appropriate NFPA standard.”

9. **105.4.2.1 Fire Protection System Shop Drawings.** Section 105.4.2 is hereby amended

to add a new section 105.4.2.2 as follows:

“105.4.2.2 Fire Alarm and Detection System Shop Drawings. “Shop drawings for the fire alarm and detection system(s) shall be submitted to indicate compliance with this code, the TFPD Fire Alarm Policy, the construction documents, and the appropriate NFPA standard and shall be approved prior to the start of installation. Shop drawings shall contain all information as required by Section 907 of this code, the TFPD Fire Alarm Policy, and the appropriate NFPA Standard.”

10. **105.6.3 Aviation Facilities.** Section 105.6.3 is hereby deleted in its entirety.
11. **105.6.11 Cutting and Welding.** Section 105.6.11 is hereby deleted in its entirety.
12. **105.6.13 Exhibits and Trade Shows.** Section 105.6.13 is hereby deleted in its entirety.
13. **105.6.16 Flammable and Combustible Liquids.** Section 105.6.16 is hereby amended to delete sections 10 and 11 in their entirety.
14. **105.6.23 Hot Work Operations.** Section 105.6.23 is hereby amended by deleting section number 3 in its entirety. All other sections remain in effect.
15. **105.6.25 Lumber Yards and Woodworking Plants.** Section 105.6.25 is hereby deleted in its entirety.
16. **105.6.27 LP-Gas.** Section 105.6.27 is hereby deleted in its entirety.
17. **105.6.32 Open Flames and Candles.** Section 105.6.32 is hereby deleted in its entirety.
18. **105.6.34 Places of Assembly.** Section 105.6.34 is hereby deleted in its entirety.
19. **105.6.39 Repair Garages and Motor Fuel Dispensing Facilities.** Section 105.6.39 is hereby deleted in its entirety.
20. **105.6.43 Temporary Membrane Structures and Tents.** Section 105.6.43 is hereby deleted in its entirety.
21. **105.6.45 Waste Handling.** Section 105.6.45 is hereby deleted in its entirety.
22. **105.6.46 Wood Products.** Section 105.6.46 is hereby deleted in its entirety.
23. **105.7.13 Solar Photovoltaic Power Systems.** Section 105.7.13 is hereby deleted in its entirety.
24. **105.7.16 Temporary Membrane Structures and Tents.** Section 105.6.16 is hereby deleted in its entirety.
25. **Section 106.2.1 Inspections.** Section 106.2.1 is hereby amended to read as follows:

“~~106.2.1~~107.2.1 Inspection requests. It shall be the duty of the permit holder or their duly authorized agent to notify the Fire Marshal when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code. A minimum of 24 ~~hours notice~~hours’ notice is required for all inspections.”

26. **107.2 Testing and Operation.** Section 107.2 is hereby amended to read as follows:

“107.2 Testing and Operation. Equipment requiring periodic testing or operation to ensure maintenance shall be tested or operated as specified in this code, or other nationally recognized standards. The more stringent of the testing or operational requirements shall apply.”

27. **108.1 Board of Appeals Established.** Section 108.1 is hereby amended to read as follows:

“108.1 Board of Appeals Established. In order to hear appeals of orders, decisions or determinations made by the TFPD Fire Marshal relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The Board of Directors of the TFPD shall act as the board of appeals. The TFPD Fire Marshal shall be an ex officio member of

the board of appeals but shall have no vote on any matter before the board. The board shall adopt bylaws and rules of procedure for conducting its ~~business, and~~ business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the Fire Marshal and the Town Building Official.

108.1.1 Variances to the Provisions for Driveways and Fire Department Access. The board may, at its discretion, grant variances to the provisions of this code as it relates to driveways and fire department access, if in the determination of the Fire Marshal in consultation with the Community Development Department, the variance complies with the intent of the code. Variances may only be requested if the TFPD Fire Marshal determines, in consultation with the Community Development Department, that special conditions exist with the applicant's site conditions."

28. 108.3 Qualifications. Section 108.3 is hereby deleted in its entirety.

29. 109.4 Violation Penalties. Section 109.4 is hereby amended to read as follows:

"109.3 Violations and Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in direct violation of the approved construction documents or directive of the TFPD Fire Marshal, Building Official or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than \$3,000.00, or by imprisonment not exceeding 30 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense."

30. 111.4 Failure to Comply. Section 109.4 is hereby amended to read as follows:

"111.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$3,000.00 or more than \$10,000.00."

31. Section 202 General Definitions. Section 202 is hereby amended to:

- a. Add a definition of Driveway as follows: ~~“;~~ **“Driveway.** Shall provide access to Group R-3 occupancies only and shall meet the requirements of Section 503.7 of this code.
- b. Amend the definition of Fire Chief as follows: ~~“;~~ **“Fire Chief.** The Chief of the department of fire prevention, or its duly authorized representative. A.K.A. Fire Marshal”
- c. Amend the definition of fire code official as follows: ~~“;~~ **“Fire Code Official.** The TFPD Fire Marshal or other designated authority charged with the administration and Enforcement of the code, or a duly authorized representative. In the absence of the TFPD Fire Marshal or a TFPD duly authorized representative, the Building Official may act as the fire code official.
- d. Amend the definition of high rise building as follows: ~~“;~~ **“High Rise Building.** A building with an occupied floor located more than 65 feet ~~(19812(19812mm~~ mm) above the lowest level of fire department vehicle access.”

32. 307.1.1 Prohibited Open Burning. Section 307.1.1 is hereby amended to read as follows:

“307.1.1 Prohibited Open Burning. Open Burn Regulations are found at CDC Section 16.6.9 and permitted in limited situation. Prescribed burning for the purpose of reducing the impact of wildland fire.”

33. 307.2 Permit Required. Section 307.2 is hereby amended to read as follows:

“307.2 Permit Required. A permit shall be obtained from the Fire Marshal, for areas within incorporated town limits within the TFPD in accordance with Section 105.6 of this code and Ordinance #2012-1 San Miguel County Colorado, prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.”

34. 308.1.4 Open Flame Cooking Devices. Section 308.1.4 is hereby amended to add one additional exception in sections 4 as follows:

4. Permanently installed and piped gas grill operating on natural gas that are installed and maintained per manufactures directions.”

35. 314.3 Highly Combustible Goods. Section 314.3 is hereby amended to read as follows:

“314.3 Highly Combustible Goods. The display of highly combustible goods, including but not limited to fireworks, flammable or combustible liquids, liquefied flammable gasses, oxidizing materials, pyroxylin plastics and agricultural goods, in main exit access aisles, corridors, covered and open malls, or within 5 feet (1524mm) of entrances to exits and exterior exit doors is prohibited when a fire involving such goods would rapidly prevent or obstruct egress. The display and retail sale of fireworks shall comply with State of Colorado Statutes.”

36. 401.3.3 Delayed Notification. Section 401.3.3 is hereby amended to read as follows:

“401.3.3 Delayed Notification. A person shall not, by verbal or written directive, require any delay in the reporting of a fire to the fire department. Said person is in violation of Colorado Revised Statute Section 18-8-111.

37. 401.5 Making False Report. Section 401.5 is hereby amended to read as follows:

“401.5, Making False Report. A person shall not give, signal or transmit a false alarm. Said person is in violation of Colorado Revised Statute Section 18-8-111.”

38. 401.8 Interference with Fire Department Operations. Section 401.8 is hereby amended to read as follows:

“401.8 Interference with Fire Department Operations. It shall be unlawful to interfere with, attempt to interfere with, conspire to interfere with, obstruct or restrict the mobility of or block the path of travel of a fire department emergency vehicle in any way, or to interfere with, attempt to interfere with, conspire to interfere with, obstruct or hamper any fire department operation. Said person is in violation of Colorado Revised Statute Section 18-8-104.”

39. 405.2 Frequency. Section 405.2 is hereby amended to read as follows:

405.2 Frequency. Required emergency evacuation drills shall be held at the intervals specified in Table 405.2 or more frequently where necessary to familiarize all occupants with the drill procedure. Occupancies regulated by the State of Colorado shall comply with the state requirements as a minimum.”

40. 407.1 General. Section 407.1 is hereby amended to read as follows:

407.1 General. The provisions of Sections 407.2 through 407.7 shall be applicable where hazardous materials subject to permits under Section 5001.5 are located on the premises or where required by the Fire Marshal or by State or Federal regulations.”

41. 407.6 Hazardous Materials Management Plan. Section 407.6 is hereby amended to read as follows:

407.6 Hazardous Materials Management Plan. Where required by this code, State or Federal regulations, each application for a permit shall include a Hazardous Materials Management Plan (HMMP) in accordance with Section 5001.5.1. The Fire Marshal is authorized to accept a similar plan required by other regulations.”

42. 408.3.1 First Emergency Evacuation Drill. Section 408.3.1 is hereby amended to read as follows:

408.3.1 First Emergency Evacuation Drill. The first emergency evacuation drill of each school year shall be scheduled and conducted per state regulations or within 10 days of the beginning of classes, whichever is more stringent.”

43. 408.7 Group I-3 Occupancies. Section 408.7 is hereby amended to read as follows:

408.7 Group I-3 Occupancies. Group I-3 occupancies shall comply with the requirements of Sections 408.7.1 through 408.7.4 and Sections 401 through 406 or State and or Federal regulations, whichever is more stringent.”

44. 503.1 Where Required. Section 503.1 is hereby amended to read as follows:

503.1 Where Required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3 and resolution 88-1 as adopted by the TFPD, and or the regulations of the local jurisdiction, whichever is more stringent.”

503.1.1 Buildings and Facilities. Section 503.1.1, Exception opening sentence only is hereby amended to read as follows:

45. 503.1.1 Buildings and Facilities. Exception: The Fire Marshal is authorized to increase the dimension of 150 feet (45720mm) to 225 feet (~~68580~~(68580 mm) ~~where---~~where”, with no change to the three criteria.”

46. 503.2.3 Surface. Section 503.2.3 is hereby amended to read as follows:

503.2.3 Surface. “Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced to provide all weather driving capabilities.

At a ~~minimum fire apparatus access roads~~ minimum fire apparatus access road shall be compacted to withstand a ~~20-ton~~ 20-ton point load anywhere along its length and width.”

47. 503.2.4 Turning radius. Section 503.2.4 is hereby amended to read as follows:

“**503.2.4 Turning Radius.** The inside turning radii for a fire apparatus access road shall not be less than 32 feet (~~9753~~9753.8mm).”

48. 503.2.5 Dead Ends. Section 503.2.5 is hereby amended to read as follows:

“**503.2.5 Dead Ends.** Dead-end fire apparatus access roads in excess of 150 feet (45720mm) in length shall be provided with an approved area for turning around fire apparatus. See Appendix D for approved apparatus turnarounds.”

49. 503.2.7 Grade. Section 503.2.7 is hereby amended to read as follows:

“**503.2.7 Grade.** The grade of fire apparatus access roads shall be: Normal grades shall not exceed 8 percent. Transitional sections not exceeding 500 feet (152400 mm) in length may be allowed a maximum of 10 percent if approved by the Fire Marshal. Transitional sections exceeding 8 percent shall not be within 500 feet (152400 mm) of each other. Curves with a centerline radius of less than 250 feet (76200 mm) shall not exceed 8 percent grade.

EXCEPTION: Transitional sections may be allowed a maximum grade up to 12 percent with the approval of the Fire Marshal, providing all structures served by the fire apparatus access road other than Group U are equipped with a fire sprinkler system meeting the requirements of Sections 903.3.1.1, 903.3.1.2 or 903.3.1.3 as determined by the occupancy.”

50. 503.2.8, Angles of Approach and Departure. Section 503.2.8 is hereby amended to read as follows:

“**503.2.8 Angles of approach and departure.** The angles of approach and departure for fire apparatus access roads shall be no more than a maximum of a 5 percent grade for a minimum of 20 feet (6096mm).”

51. 503.6 Security Gates. Section 503.6 is hereby amended to read as follows:

“**503.6 Security gates.** The installation of security gates across a fire apparatus access road shall be approved by the Fire Marshal. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200. Security gates shall not encroach into the required fire apparatus access road width as stated in Section 503.2.1 and Section D105 for aerial fire apparatus access roads.”

52. 503.7 Driveways. Section 503.7 is hereby d established as a new section to read as follows:

“**503.7 Driveways.** Driveways shall be provided and maintained in accordance with Sections 503.7.1 through 503.7.2.

503.7.1 Driveways for R-3 Occupancies. An approved driveway shall be provided for every structure, or portion of a structure hereafter constructed or moved into or within the jurisdiction. The driveway shall comply with the requirements of this section and shall extend to within 150 feet (45720 mm) of all portions of the exterior walls of the first story of a structure as measured by an approved route around the exterior of the structure. A driveway shall serve no more than 3 R-3 structures.

EXCEPTION: The Fire Marshal is authorized to increase the dimension of 150 feet (45720mm) to 225 feet (68580mm) where:

1. The structure is equipped throughout with an approved automatic fire sprinkler system installed in accordance with Section 903.3.1.3; and
2. Driveway cannot be designed and installed per Section 503.7 because of the location on property, topography, waterways, non-negotiable grades or other similar conditions and the structure is equipped throughout with an approved, automatic fire sprinkler system installed in accordance with Section 903.3.1.3.

503.7.2 Specifications. Driveways shall be installed and arranged in accordance with Sections 503.7.2.1 through 503.7.2.10.

503.7.2.1 Dimensions. Driveways shall have an unobstructed width of not less than 12 feet (4876.8mm) and an unobstructed height of not less than 13 feet 6 inches (4114.8mm), with shoulders measuring 2 feet (609.6mm) on each side of a ~~12-foot~~12-foot (3657.6mm) drive surface. The shoulders shall be compacted to withstand a ~~20-ton~~20-ton load minimum. The ~~shoulders shall~~shoulders shall pitch at no more than a 2 percent grade from the edge of the normal drive surface.

503.7.2.1.1 Authority. The Fire Marshal, in consultation with the Community Development Department, shall have the authority to require an increase in the minimum width of driveways where they are inadequate for fire or rescue operations.

503.7.2.2 Surface. Driveways shall be designed and maintained to support the imposed loads of fire apparatus, 20 tons minimum, and shall be surfaced so as to provide all-weather driving capabilities.

503.7.2.3 Turning Radius. The inside turning radii of a corner shall not be less than 32feet (9753.6mm).

503.7.2.4 Dead end Driveways. Dead end driveways in excess of 150 feet (45720mm) shall be provided with an approved fire apparatus turnaround. See Figure D 103.1 for approved fire apparatus turnarounds.

503.7.2.5 Driveways in Excess of 200 Feet (60960mm) in Length. Driveways in excess of 200 feet (60960mm) in length and less than 20 feet (6096mm) in width shall be provided with turnouts in addition to an approved fire apparatus turnaround.

503.7.2.6 Turnouts. ~~Driveway turnouts~~Driveway turnouts shall be an all-weather driving surface at least 10 feet (3048mm) wide and 40 feet (12192mm) long and be compacted to withstand a ~~20-ton~~20-ton load minimum. Driveway turnouts shall be located as required by the Fire Marshal.

503.7.2.7 Bridges and Elevated Surfaces. See Section 503.2.6.

503.7.2.8 Grades. Normal grades shall not exceed 8 percent. Transitional sections not exceeding 500 feet (152400mm) may be allowed a maximum of 10 percent if approved by the Fire Marshal. Transitional sections exceeding 8 percent grade shall not be within 500 feet (152400mm) of each other. Curves with a centerline radius of less than 250 feet (76200mm) shall not exceed 8 percent.

EXCEPTION: Transitional sections may be allowed a maximum grade up to 12 percent providing all Group R-3 structures are equipped with an approved automatic fire sprinkler system meeting the requirements of Section 903.1.3.

503.7.2.9 Angles of Approach and Departure. The angles of approach and departure for driveways shall be no more than a maximum of a 5 percent grade for a minimum of 20 feet (6096mm).

503.7.2.10 Security Gates. The installation of security gates across a driveway shall be approved by the Fire Marshal. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and emergency operation shall be maintained operational at all times. Security gates shall no encroach into the required driveway width or height.”

[503.7.2.12 Clearance of brush or vegetative growth from fire apparatus access roads. Fire apparatus access roads built in locations with wildland fire hazard rating of high to extreme, as defined in the San Miguel County Community Wildfire Protection Plan, should have non-fire-resistive vegetation within 10 feet \(3048 mm\) of both sides of the road-cleared road.](#)

53. **505.1 Address Identification.** Section 505.1 is hereby amended to read as follows:

“**505.1 Address Identification.** “New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background and be approved consistent with the Design Regulations found in the CDC. Where required by the Fire Marshal address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or English alphabetical letters. Numbers shall be a minimum of 4-6 inches (101.6mm)-high with a stroke width of 0.5 inch (12.7mm). Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole of other sign or means shall be used to identify the structure. Address numbers shall be maintained. If local design requirements are more stringent~~stringent~~, they shall apply, however in no case shall less stringent requirements apply.

54. **507.1 Required Water Supplies.** Section 507.1 is hereby amended to read as follows:

“**507.1 Required Water Supplies.** An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction. Water supply systems in service at the time of the adoption of this code shall not be required to meet the distance requirement for hydrant spacing contained herein. However, installation of new

hydrants on a pre-existing system, whether due to maintenance or expansion of the system, shall meet the distance requirements contained herein.”

55. 508.1.1 Location and Access. Section 508.1.1 is hereby amended to read as follows:

“**508.1.1 Location and Access.** The location and accessibility of the fire command center shall be approved by the Fire Marshal.”

56. 510.2 Emergency Responder Radio Coverage in Existing Buildings. Section 510.2 is hereby amended to read as follows:

“**510.2 Emergency Responder Radio Coverage in Existing Buildings.** Existing buildings that do not have approved radio coverage for emergency responders within the building, shall be equipped with such coverage when existing wired communication system cannot be repaired or is being replaced, or where not approved in accordance with section 510.1 Exception 1.”

57. 603.1 Installation. Section 603.1 is hereby amended to read as follows:

“**603.1 Installation.** The installation of non-portable fuel gas appliances shall comply with the International Fuel Gas Code or the appropriate NFPA standard, whichever is more stringent. The installation of all other fuel-fired appliances, other than internal combustion engines, oil lamps and portable devices such as blow torches, melting pots and weed burners, shall comply with this section, the International Mechanical Code or the appropriate NFPA standard, whichever is more stringent.”

58. 603.1.2 Approval. Section 603.1.2 is hereby amended to read as follows:

“**603.1.2 Approval.** The design, construction and installation of fuel-fired appliances shall be in accordance with the International Fuel Gas Code, the International Mechanical Code, or the requirements of the appropriate NFPA standard, whichever is more stringent.”

59. 603.3 Fuel Oil Storage Systems. Section 603.3 is hereby amended to read as follows:

“**603.3 Fuel Oil Storage Systems.** Fuel oil storage systems shall be installed in accordance with this code, state and federal EPA regulations or the appropriate NFPA standard, whichever is more stringent. Fuel oil piping systems shall be installed in accordance with the International Mechanical Code, state and federal EPA regulations or the appropriate NFPA standard, whichever is more stringent.”

60. 603.3.1 Fuel Oil Storage in Outside, Above-Round Tanks. Section 603.3.1 is hereby amended to read as follows:

“**603.3.1 Fuel Oil Storage in Outside, Above-Round Tanks.** Where connected to a fuel oil piping system, the maximum amount of fuel oil storage allowed outside above ground without additional protection shall be 660 gallons (2498L). The storage of fuel oil above ~~ground~~ inground in quantities exceeding 660 gallons (2498L) shall comply with NFPA 31 or state and federal EPA regulations, whichever is more stringent.”

61. 603.3.3 Underground Storage of Fuel Oil. Section 603.3.3 is hereby amended to read as follows:

“603.3.3 Underground Storage of Fuel Oil. The storage of fuel oil in underground storage tanks shall comply with NFPA 31 or state and federal EPA regulations, whichever is more stringent.”

62. 603.8 Incinerators. Section 603.8 is hereby amended to read as follows:

“603.8 Incinerators. Commercial, industrial and residential-type incinerators and chimneys shall be constructed in accordance with the International Building Code, the International Fuel gas code and the International Mechanical Code or state and federal EPA regulations, whichever is more stringent.”

63. 604.2.14 High-Rise Buildings. Section 604.2.14 is hereby amended to read as follows:

“604.2.14 High-Rise Buildings. Standby power, light and emergency systems in high-rise buildings shall comply with the requirements of Sections 604.2.14.1 through 604.2.14.3, and Sections 403.4.8 through Section 403.3.9.1 of the IBC.”

ADD. 605.8.2 Detection Devices. Detection devices shall be connected to an alarm system(s) utilizing listed fire alarm signaling devices capable of generating a sound level of at least 15db above the ambient sound pressure level of the space in which they are installed and providing a distinctive audible and visual alarm.

-ADD. 605.8.3 Power and supervision. Detection and alarm system(s) shall be powered and supervised as required for fire alarm systems in accordance with Section 907 of this code, NFPA 72, and the Telluride Fire Protection District Alarm Policy.

ADD. 605.8.4 Monitoring and annunciation. Detection and alarm system(s) shall be remotely annunciated at an approved constantly attended location as required for fire alarm systems in accordance with Section 907 of this code, NFPA 72, and the Telluride Fire Protection District Fire Alarm Policy.

64. 606.8 Detection Devices. Section 606.8 is hereby amended to add three new subsections as follows:

“606.8.1 Detection Devices. Detection devices shall be connected to an alarm system(s) utilizing listed fire alarm signaling devices capable of generating a sound level of at least 15db above the ambient sound pressure level of the space in which they are installed and providing a distinctive audible and visual alarm.

606.8.2 Power and Supervision. Detection and alarm system(s) shall be powered and supervised as required for fire alarm systems in accordance with Section 907 of this code and the TFPD Alarm Policy.

606.8.3 Monitoring and Annunciation. Detection and alarm system(s) shall be remotely annunciated at an approved constantly attended location as required for fire alarm systems in accordance with Section 907 of this code, NFPA 72 and the TFPD Fire Alarm Policy.”

607 COMMERCIAL KITCHEN HOODS

607.3.3.2 Grease Accumulation. ADD or NFPA 96, whichever is more stringent

607.3.4 Extinguishing system service. ADD or NFPA 96, whichever is more stringent

65. Section 607.4 Elevator Key Location. Section 607.4 is hereby amended to read as follows:

“607.4 Elevator Key Location. Keys for the elevator car doors and fire-fighter service keys shall be kept in a Knox Box key box which shall be located as directed by the Fire Marshal or his designee.”

66. 608.1 Scope. Section 608.1 is hereby amended to read as follows:

“608.1 Scope. Stationary storage battery systems having an electrolyte capacity of more than 50 gallons (189L) for flooded lead-acid, nickel cadmium (Ni-Cd) and valve regulated lead-acid (VRLA), or more than 1,000 pounds (454kg) for lithium-ion and lithium metal polymer, used for facility standby power, emergency power or uninterruptable power supplies shall comply with this section, Table 608.1, and all pertinent state and federal regulations whichever is more stringent.”

67. 608.10 Hydrogen Sulfide Detection. Section 608.10 is hereby amended to add a new section as follows:

“608.10 Hydrogen Sulfide Detection. An approved hydrogen sulfide detection system shall be installed in rooms containing a stationary battery system(s). The detection system shall be annunciated through the automatic fire alarm system and shall also be supervised by an approved central station service.”

68. 806.1.1 Exceptions: Section 806.1.1, Exception 1 is hereby amended to read as follows:

Exception 1:

1. “Trees located in areas protected by an approved automatic sprinkler system installed in accordance with Section 903.1.1 or 903.3.1.2 and the appropriate NFPA standard, and having a smoke detection system installed in accordance with Section 907, the TFPD Fire Alarm Policy and the appropriate NFPA standard, shall not be prohibited in Groups A, E, M, R-1 and R-2 occupancies.”

69. 807.1.2 Exceptions: Section 807.1.2, Exception 1, is hereby amended to read as follows:

“Exception: 1.

1. “In auditoriums in Group A, the permissible amount of decorative material meeting the flame propagation criteria of NFPA 701 shall not exceed 75 percent of the aggregate wall area where the building is equipped throughout with an approved automatic sprinkler system meeting the requirements of Section 903.1.1, the appropriate NFPA standard, and has a smoke detection system installed in accordance with Section 907, the TFPD Fire Alarm Policy, and the appropriate NFPA standard and where the decorative material is installed in accordance with Section 803.11 of the IBC.”

70. 807.4.3.1 Exceptions: Section 807.4.3.1, Exceptions section, is hereby amended to read as follows:

“Exceptions:

1. Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 and the appropriate NFPA standard, and the corridor is also protected by an approved smoke detection system installed in accordance with Section 907, the TFPD Alarm Policy and the appropriate NFPA standard.
2. Storage in metal lockers, provided the minimum egress width is maintained.”

71. 901.1 Scope. Section 901.1 is hereby amended to read as follows:

“901.1 Scope. The provisions of this chapter shall specify where fire protections systems are required and shall, along with the latest editions of the appropriate NFPA standard, apply to the design, installation, inspection, operation, testing and maintenance of all fire protection systems. All design, installation testing and maintenance of said systems shall be performed by qualified and if required, by licensed personnel.”

72. 901.2 Construction Documents. Section 901.2 is hereby amended to read as follows:

“**901.2 Construction Documents.** Construction documents and calculations, meeting the requirements of this chapter and the appropriate NFPA standard, shall be required for all fire protection systems. Permits shall be issued for the installation, rehabilitation and or modification of any fire protection system. Fees for said permits shall be per the fee resolution. Construction documents shall be submitted for review and approval prior to system installation.”

73. 901.6.2 Records. Section 901.6.2 is hereby amended to read as follows:

“**901.6.2 Records.** Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of 3 years and shall be copied to the Fire Marshal.”

74. 903.2.8 Group R. Section 903.2.8 is hereby amended to read as follows:

“**903.2.8 Group R.** An automatic sprinkler system installed in accordance with Section 903.3 and the appropriate NFPA standard shall be provided throughout all buildings with Group R fire area to include all Group R 3 occupancies over 3600 gross square feet. This section shall be superseded by Section P2904 of the International Residential Code upon its adoption, however at no time shall a multipurpose fire sprinkler system be accepted.”

75. 903.3.1.1.1 Exempt Locations. Section 903.3.1.1.1 is hereby amended to read as follows:

“**903.3.1.1.1 Exempt locations.** If approved by the Fire Marshal, automatic fire sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room or area merely because it is damp, of fire-resistance rated construction or contains electrical equipment.”

76. 903.3.1.2.1 Balconies and Decks. Section 903.3.1.2.1 is hereby amended to read as follows:

“903.3.1.2.1 Balconies and decks. Sprinkler protection shall be provided for exterior balconies, decks and ground floor patios of dwelling units where the building is of Type V construction, provided there is a combustibile roof or deck above. Sidewall sprinklers that are used to protect such areas shall be permitted to be located such that their deflectors are within 1 inch (25mm) to 6 inches (152mm) below the structural members and a maximum distance of 14 inches (356mm) below the deck of the exterior balconies and decks that are constructed of open wood joist construction.”

77. 903.4 Sprinkler System Supervision and Alarms. Section 903.4, Exceptions section, is hereby amended to read as follows:

“Exceptions:

1. Automatic sprinkler systems protection ~~one and two family~~one- and two-family dwellings may have control valves sealed or locked in the open position.
2. Limited area systems serving fewer than 20 sprinklers may have control valves seals or locked in the open position.”

78. 903.4.1 Monitoring. Section 903.4.1 is hereby amended to read as follows:

“903.4.1 Monitoring. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved central station, as defined by NFPA 72, or when approved by the Fire Marshal, shall sound an audible signal at a constantly attended location.”

79. 906.1 Where Required. Delete Exception under Section 906.1, first criterion (No. 1) in its entirety.

Exception: In Group R-2 occupancies, portable fire extinguishers shall be required only in locations specified in Items 2 through 6 where each dwelling unit is provided with a portable fire extinguisher having a minimum rating of 1-A:10-~~B:C~~B: C. **DELETE EXCEPTION ENTIRELY**

80. 907.2 Where Required- New Buildings and structures. Section 907.2 is hereby amended to read as follows, with the Exceptions deleted in their entirety:

“907.2 Where Required-New Buildings and Structures. An approved fire alarm system installed in accordance with the provisions of this code, NFPA 72, and the TFPD Fire Alarm Policy shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.”

- 81. 907.2.1 Group A.** Section 907.2.1 Exception is hereby deleted in its entirety.
- 82. 907.2.2 Group B:** Section 907.2.2 Exception is hereby deleted in its entirety.
- 83. 907.2.2.1 Group B Ambulatory Health Care Facilities:** Section 907.2.2.1 Exception is hereby deleted in its entirety.
- 84. 907.2.3 Group E Exception:** Section 907.2.3 Exceptions 1 through 3 are hereby deleted in their entirety.
- 85. 907.2.4 Group F.** Section 907.2.4 Exception is hereby deleted in its entirety.
- 86. 907.2.6.1 Group I-1:** Section 907.2.6.1 Exceptions 1 is hereby deleted in its entirety.
- 87. 907.2.6.3.3 Automatic Smoke Detection Units.** Section 907.2.6.3.3 Exception 3 is hereby deleted in its entirety.
- 88. 907.2.7 Group M. Exception:** Section 907.2.7 Exception 2 is hereby deleted in its

entirety.

- 89. **907.2.8.1 Manual Fire Alarm System.** Section 907.2.8.2 Exception 2 is hereby deleted in its entirety.
- 90. **907.2.8.2 Automatic Smoke Detection System.** Section 907.2.8.1 Exception is hereby deleted in its entirety.
- 91. **907.2.8.3 Smoke alarms.** Section 907.2.8.3 is hereby amended to read as follows:

“**Smoke alarms.** Single- and multiple-station smoke alarms shall be installed in accordance with Section 907.2.11, NFPA 72, and the TFPD Fire Alarm Policy. Smoke alarms shall sound throughout the guest rooms only while heat detectors shall activate the occupant notification appliances.”

- 92. **907.2.9.1 Manual Fire Alarm System.** Section 907.2.9.1 Exception 2 and 3 are hereby deleted in their entirety.
- 93. **907.2.9.2 Smoke Alarms.** Section 907.2.9.2 is hereby amended to read as follows:

“**907.2.9.2 Smoke alarms.** Single- and multiple station smoke alarms shall be installed in accordance with Section 907.2.11, NFPA 72, and the TFPD Fire Alarm Policy. Smoke alarms shall sound throughout the dwelling unit only, while heat detectors shall automatically activate the occupant notification appliances.”

- 94. **907.2.9.3 Group R-2 College and University Buildings.** Section 907.2.9.3 is hereby amended to read as follows:

“**907.2.9.3 Group R-2 College and University Buildings.** An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5, The TFPD Fire Alarm Policy, and NFPA 72 shall be installed in Group R-2 college and university buildings in the following locations:

1. Common spaces outside of dwelling and sleeping units.
2. Laundry rooms, mechanical equipment rooms, and storage rooms.
3. All interior corridors serving sleeping units or dwelling units.

Required smoke alarms in dwelling units and sleeping units in Group R-2 college and university buildings shall be interconnected with the fire alarm system in accordance with NFPA 72 and the TFPD Fire Alarm Policy.”

- 95. **907.2.10.1 Manual Fire Alarm System.** Section 907.2.10.1 Exception 2 is hereby deleted in its entirety.
- 96. **907.2.10.2 Automatic Smoke Detection System.** Section 907.2.10.2 Exceptions are hereby deleted in their entirety.
- 97. **907.2.10.3 Smoke Alarms.** Section 907.2.10.3 is hereby amended to read as follows:

“**907.2.10.3 Smoke alarms.** Single- and multiple-station smoke alarms shall be installed in accordance with Section 907.2.11, NFPA 72, and the TFPD Fire Alarm Policy.”

- 98. **907.2.11 Single- and Multiple-Station Smoke Alarms.** Section 907.2.11 is hereby amended to read as follows:

“**907.2.11 Single- and Multiple-Station Smoke Alarms.** Listed single- and multiple-station smoke alarms complying with UL 217 shall be installed in accordance with Sections 907.2.11.1 through 907.2.11.4, NFPA 72, and the TFPD Fire Alarm Policy.”

99. 907.2.13 High-Rise buildings. Section 907.2.13 is hereby amended to read as follows:

“**907.2.13 High-Rise Buildings.** High rise buildings shall be provided with an automatic smoke detection system in accordance with Section 907.2.13.1, NFPA 72, and the TFPD Fire Alarm Policy, a fire department communications system in accordance with Section 907.2.13.2, NFPA 72, and the TFPD Fire Alarm Policy, an emergency voice/alarm communications system in accordance with Section 907.5.2.2, NFPA 72, and the TFPD Fire Alarm Policy.”

100. 907.2.13.1 Automatic Smoke Detection. Section 907.2.13 is hereby amended to read as follows:

“**907.2.13.1 Automatic smoke detection.** Automatic smoke detection in high rise buildings shall be in accordance with Sections 907.2.13.1.1, 907.2.13.1.1, NFPA 72, and the TFPD Fire Alarm Policy.”

101. 907.2.13.1.1 Area Smoke Detection. Section 907.2.13.1.1 is hereby amended to read as follows:

“**907.2.13.1.1 Area smoke detection.** Area smoke detectors shall be provided in accordance with this section, NFPA 72, and the TFPD Fire Alarm Policy. Smoke detectors shall be connected to an automatic fire alarm system. The activation of any detector required by this section shall activate the emergency voice/alarm communication system in accordance with Section 907.5.2.2. In addition to smoke detectors required by Sections 907.2.1 through 907.2.10, smoke detectors shall be located in each mechanical equipment, electrical, transformer, telephone equipment or similar room.”

102. 907.2.13.2 Fire Department Communication System. Section 907.2.13.2 is hereby amended to read as follows:

“**907.2.13.2 Fire Department Communication System.** Where a wired communication system is approved in lieu of an emergency responder radio coverage system in accordance with Section 510, the wired fire department communication system shall be designed and installed in accordance with NFPA 72 and the TFPD Fire Alarm Policy and shall operate between a fire command center complying with Section 508, elevators, elevator lobbies, emergency and standby power rooms, fire pump rooms, areas of refuge, and inside enclosed exit stairways. The fire department communications device shall be provided at each floor level within the enclosed exit stairway.”

103. 907.2.14 Atriums Connecting More than Two Stories. Section 907.2.14 is hereby amended to read as follows:

“**907.2.14 Atriums Connecting More Than Two Stories.** A fire alarm system shall be installed in occupancies with an atrium that connects more than two stories, with smoke detection installed throughout the atrium. The system shall be activated in accordance with Section 907.5, NFPA 72, and the TFPD Fire Alarm Policy. Such occupancies in Group A, E, or M shall be provided with an emergency voice/alarm communication system complying with the requirements of Section 907.5.5.5, NFPA 72, and the TFPD Fire Alarm Policy.”

104. 907.2.18 Underground Buildings with Smoke Control Systems. Section 907.2.18 is hereby amended to read as follows:

“907.2.18 Underground Buildings with Smoke Control Systems. Where a smoke control system is installed in an underground building in accordance with the International Building Code, automatic smoke detectors shall be provided in accordance with Section 907.2.12.1, NFPA 72, and the TFPD Fire Alarm Policy.”

105. 907.3 Fire Safety Functions. Section 907.3 is hereby amended to read as follows:

“907.3 Fire Safety Functions. Automatic fire detectors utilized for the purpose of performing fire safety functions shall be connected to the building’s fire alarm control unit where a fire alarm system is required by Section 907.2, NFPA 72 and the TFPD Fire Alarm Policy. Detectors shall, upon activation, perform the intended function and activate the alarm notification appliances and shall also notify the monitoring company’s signaling service. In buildings not equipped with a fire alarm system, the automatic fire detector shall be powered by normal electrical service and, upon activation, perform the intended functions. The detectors shall be located in accordance with NFPA 72 and the TFPD Fire Alarm Policy.”

106. 907.3.1 Duct Smoke Detectors. Section 907.3.1 is hereby amended to read as follows:

“907.3.1 Duct Smoke Detectors. Smoke detectors installed in ducts shall be listed for the air velocity, temperature and humidity present in the duct. Duct detectors shall be connected to the building’s fire alarm control unit when a fire alarm system is required by Section 907.2, NFPA 72, and the TFPD Fire Alarm Policy. Activation of a duct smoke detector shall initiate a signal to the monitoring company’s signaling service and shall perform the intended fire safety functions in accordance with this code and the IMC. Duct smoke detectors shall not be used as a substitute for required open air detection.”

107. 907.3.1 Duct Smoke Detectors. Section 907.4.1 is hereby amended to delete Exception 2 in its entirety.

108. 907.3.3 Elevator Emergency Operation. Section 907.3.3 is hereby amended to read as follows:

“907.3.3 Elevator Emergency Operation. Automatic fire detectors installed for elevator emergency operation shall be installed in accordance with ASMA A 17.1, NFPA 72, and the TFPD Fire Alarm Policy.”

109. 907.3.4 Wiring. Section 907.3.4 is hereby amended to read as follows:

“907.3.4 Wiring. The wiring to the auxiliary devices and equipment used to accomplish the above fire safety functions shall be monitored for integrity in accordance with NFPA 72, and the TFPD Fire Alarm Policy.”

110. 907.4.3.1 Automatic Sprinkler System. Section 907.4.3.1 is hereby deleted in its entirety.

111. 907.5 Occupant Notification Systems: Section 907.5 Exception is hereby deleted in its entirety.

112. 907.5.2.1 Audible Alarms: Section 907.5.2.1 Exception is hereby deleted in its entirety.

113. 907.5.2.2 Emergency Voice/Alarm Communication Systems. Section 907.6.2.2 is hereby amended to read as follows:

“907.5.2.2 Emergency Voice/Alarm Communication Systems. Emergency voice/alarm communication systems required by this code shall be designed and installed in accordance with

NFPA 72 and the TFPD Fire Alarm Policy. The operation of any automatic fire detector, sprinkler water flow device, or manual fire alarm box shall automatically sound an alert tone followed by voice instructions giving approved information for a general or staged evacuation in accordance with the building's fire safety and evacuation plans required by Section 404. In high-rise buildings, the system shall operate on a minimum of the alarming floor, the floor above and the floor below. Speakers shall be provided throughout the building by paging zones. At a minimum, paging zones shall be provided as follows: 1. Elevator groups, 2. Exit stairways, 3. Each floor, 4. Areas of refuge as defined in Chapter 2."

114. 907.6 Installation. Section 907.6 is hereby amended to read as follows:

"**907.6.1 Installation.** The fire alarm system shall be installed in accordance with Sections 907.6.1 through 907.6.5.2, NFPA 72, and the TFPD Fire Alarm Policy."

115. 907.6.1 Wiring. Section 907.7.1 is hereby amended to read as follows:

"**907.6.1 Wiring.** Wiring shall comply with NFPA 70 and 72 as to wiring size and installation of the wire, and the TFPD Fire Alarm Policy with regard to class/style of wiring to all devices in the system. Wireless protection systems utilizing radio-frequency transmitting devices shall comply with the special requirements for supervision of low-power systems in NFPA 72."

116. 907.6.3 Zones. Section 907.7.3 is hereby amended to read as follows:

"**907.6.3 Zones.** Each floor shall be zoned ~~separately~~separately, and a zone shall not exceed 22,500 square feet (2092m²). The length of any zone shall not exceed 300 feet (91,440mm) in any direction. Additional requirements for zoning shall be as specified in the TFPD Fire Alarm Policy."

117. 907.6.5 Monitoring. Section 907.6.5 is hereby amended to read as follows:

"**907.6.5 Monitoring.** Fire alarm systems required by this chapter or by the IBC shall be monitored by an approved supervising station in accordance with NFPA 72, and the TFPD Fire Alarm Policy."

118. 907.6.5, Monitoring. Section 907.7.5 Exception 3 is hereby deleted in its entirety.

119. 907.7 Acceptance Tests and Completion. Section 907.7 is hereby amended to read as follows:

"**907.7 Acceptance Tests and Completion.** Upon completion of the installation, the fire alarm system and all fire alarm components shall be tested in accordance with NFPA 72, and the TFPD Fire Alarm Policy."

120. 907.7.2 Record of Completion. Section 907.7.2 is hereby amended to read as follows:

"**907.7.2 Record of Completion.** A record of completion in accordance with NFPA72 verifying that the system has been installed and tested in accordance with the approved plans and specifications shall be provided to the Fire Marshal and owner or owners representative at final inspection."

121. 907.8.2 Testing. Section 907.8.2 is hereby amended to read as follows:

“907.8.2 Testing. Testing shall be performed annually unless required more frequently by NFPA 72. A copy of the test results shall be forwarded to the Fire Marshal’s office.”

122. 907.8.3 Smoke Detector Sensitivity. Section 907.8.3 is hereby amended to read as follows:

“907.8.3 Smoke Detector Sensitivity. Smoke detector sensitivity shall be checked within one year after installation and every alternate year thereafter unless required more frequently by the detector manufacturer or NFPA 72. Where the frequency is extended, records of detector-caused nuisance alarm and subsequent trends of these alarms shall be maintained. In zones or areas where nuisance alarms show an increase over the previous year, calibration tests shall be performed.”

123. 907.8.5 Maintenance, Inspection and Testing. Section 907.9.5 is hereby amended to read as follows:

“907.8.5 Maintenance, Inspection and Testing. The building owner shall be responsible to maintain the fire and life safety systems in an operable condition at all times. Service personnel shall meet the qualification requirements of NFPA 72 for maintaining, inspecting and testing such systems. A written record of such tests and inspections shall be maintained on the premises. A tag showing, at a minimum, the date of inspection, the company doing the inspection, and contact numbers for the company shall be affixed to the fire alarm control panel after each inspection.”

124. 909.20.1 Schedule. Section 909.20.1 is hereby amended to read as follows:

“909.20.1 Schedule. A routine maintenance and operational testing program shall be initiated immediately after the smoke control system has passed the acceptance tests. A written schedule for routine maintenance and testing shall be established. At a minimum routine testing and maintenance shall be performed annually.”

912.5 Backflow protection. AMEND TO READ The potable water supply to automatic sprinkler and standpipe systems shall be protected against backflow as required by the International Plumbing Code, the appropriate NFPA standard, local water department requirements and or state health department requirements, whichever is more stringent.

125. 913.4 Valve supervision. Section 913.4 is hereby amended to delete method number 2 in its entirety.

126. 914.2.3 Emergency Voice/Alarm Communication System. Section 914.2.3 is hereby amended to add the following subsection:

“914.2.3.1 Emergency Responder Radio Coverage. Emergency responder radio coverage shall be provided in accordance with Section 510.”

127. 1024.1 General. Section 1024.1 is hereby amended to read as follows:

“1024.1 General. Approved luminous egress path markings delineating the exit path shall be provided in high-rise buildings of Group A, B, E, I, M, R-1, and R-2 occupancies in accordance with Sections 1024.1 through 1024.5.”

128. Chapter 25 Fruit and Crop Ripening. Chapter25 is deleted in its entirety.

129. Chapter 27 Semiconductor Fabrication Facilities. Chapter27 is deleted in its entirety.

- 130. **Chapter 29 Manufacture of Organic Coatings.** Chapter 29 is deleted in its entirety.
- 131. **Chapter 36 Marinas.** Chapter 36 is deleted in its entirety.
- 132. **Appendix A Board of Appeals.** Appendix A is deleted in its entirety since the TFPD establishes its own rules for the Board pursuant to Section 108.1
- 133. **Appendix D Fire Apparatus Access Roads.** Appendix D is hereby amended as follows:

a. **D103.1 Access Road Width with a Fire Hydrant.** Amend to read as follows:

“**D103.1 Access Road Width with a Fire Hydrant.** Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 20 feet (6096 mm, exclusive of the shoulders.”

b. **Figure D-103.1, Dead End Fire Apparatus Access Road Turnaround.** Figure D103.1 is deleted in its entirety and is replaced by the TFPD designs as set forth in Attachment D.

-D 103.2 Grade AMEND TO READ Fire apparatus roads shall not exceed 8 percent in grade.

Exceptions AMEND TO READ

- 1. Transitional sections not exceeding 500 feet (152400mm) in length may be allowed a maximum of 10 percent if approved by the Fire Marshal. Transitional sections exceeding 8 percent shall not be within 500 feet (152400 mm) of each other. Curves with a centerline radius of less than 250 feet (76200 mm) shall not exceed 8 percent.
- 2. Transitional sections may be allowed a maximum grade up to 12 percent with the approval of the Fire Marshal, providing all structures served by the fire apparatus access road other than Group U are equipped with a fire sprinkler system meeting the requirements of Sections 903.3.1.1, 903.3.1.2 or 903.3.1.3 as required.

c. **D 103.3 Turning Radius.** Amend to read as follows:

“**D103.3 Turning radius.** The minimum inside turning radius shall be 32 feet (9753.6 mm).

d. **D103.4 Dead Ends.** Amend to read as follows:

 D103.4 Dead ends AMEND TO READ Dead end fire apparatus access roads in excess of 150 feet (45720 mm) shall be provided with an approved turnaround in accordance with Figure D103.1

 ADD THIS SECTION ENTIRELY D103.4.1 Cul-de-sacs. Cul-de-sacs or dead-end roads shall not exceed 600 feet (182,880 mm) in length and shall be provided with a turnaround as shown in Figure 103.1

 EXCEPTION Maximum length may be increased to 1200 feet (365,760 mm) in length provided the width is increased to 26 feet (7925 mm) and that all structures except Group U have fire sprinkler and alarm systems meeting the requirements of Chapter 9 installed. A turnaround in accordance with Figure 103.1 shall be provided.

d.e.

e. ~~“**D103.4 Dead Ends.** Dead end fire apparatus access roads in excess of 150 feet~~

~~(45,720 mm) shall be provided with an approved turnaround in accordance with Figure D103.1.”~~

- f. **D103, Minimum Specifications.** Amend to add new subsection 103.7 Cul-du-Sacs as follows:

“**D104.7 Cul-du-Sacs.** Cul-du-sacs or ~~dead-end~~dead-end roads shall not exceed 600 feet (182,880 mm) and shall be provided with a turnaround as shown in Figure D103.1.”

Exception. Maximum length may be increased to 1200 feet (365.760 mm) providing all structures along the road have fire sprinkler and alarm systems meeting the requirements of Chapter 9 installed. A turnaround in accordance with Figure D103 shall be provided.”

C. Geographic Limits

1. That the geographic limits referred to in certain sections of the 2012 International Fire Code are hereby established as follows:
 - a. **Section 5704.2.9.6.1** Storage of Class I and Class II liquids in above ground tanks outside of buildings is prohibited in all areas of the TFPD with a population density of one living unit or greater per acre. In the event of a conflict with Colorado State or Federal regulations, the more stringent regulations shall apply.

EXCEPTION. Tanks legally in existence at the time of the adoption of this resolution, providing they do not pose undo fire or safety hazards.

2. **Section 5706.2.4.4** Storage of Class I and Class II liquids in above ground tanks is prohibited in all areas of the TFPD with a population density of one living unit or greater per acre. In the event of a conflict with Colorado State or Federal regulations, the more stringent regulations shall apply.

EXCEPTION: Tanks legally in existence at the time of the adoption of this resolution, providing they do not pose undo fire or safety hazards.

3. **Section 5806.2** Storage of flammable cryogenic fluids in stationary containers is prohibited in all areas of the TFPD with a population density of one living unit or greater per acre. In the event of a conflict with Colorado State or Federal regulations, the more stringent regulations shall apply.

EXCEPTION: Tanks legally in existence at the time of the adoption of this resolution, providing they do not pose undo fire or safety hazards.

4. **Section 6104.2** The storage of liquefied petroleum gas is restricted for the protection of heavily populated areas of the TFPD with a population density of one living unit or greater per acre. In the event of a conflict with Colorado State or Federal regulations, the more stringent regulations shall apply.

EXCEPTION: Tanks legally in existence at the time of the adoption of this resolution, providing they do not pose undo fire or safety hazards.

17.7.20 CONSTRUCTION MITIGATION

All development within the town shall comply with the Construction Mitigation Regulations

A. CONSTRUCTION MITIGATION REGULATIONS

1. A construction mitigation plan shall be submitted for development that requires storage, scaffolding, parking, trailers, equipment or other exterior development staging.
2. When a construction mitigation plan is required, the following plans and information shall be submitted to the ~~Community Development~~Building Planning and Development Services Department as applicable:
 - a. Site plan showing:
 - i. Perimeter fencing with attached green screening;
 - ii. Tree protection for trees to be saved;
 - iii. Limits of disturbance and fencing at such line;
 - iv. Erosion control and water quality protection measures using best management practices consistent with the Grading and Drainage Design Regulations;
 - ~~iv-v.~~ A temporary right of way encroachment permit for parking, material staging and/or use as applicable with a restoration agreement and timeline.
 - ~~v-vi.~~ Laydown/storage areas;
 - ~~vi-vii.~~ Parking areas;
 - ~~vii-viii.~~ Crane location and swing radius;
 - ~~viii-ix.~~ Portable toilet location(s);
 - ~~ix-x.~~ Construction trailer location(s);
 - ~~x-xi.~~ Dumpster and recycling bin locations;
 - ~~xi-xii.~~ Method to protect any surrounding plaza areas caused by heavy vehicles, construction or development;
 - ~~xii-xiii.~~ Bear-proof trash can location; and
 - b. Other information as required by the ~~Community Development~~Planning and Development Services Building DepartmentServices Department.
3. The construction mitigation plan shall be reviewed and approved by the ~~Community Development~~Building Planning and Development Services Department in consultation with the Police, Public Works and other applicable Town departments.
4. The general easement shall be protected as approved by the Review Authority, with the goal to avoid locating construction activities in the general easement and the need to respect the neighbors and neighboring properties, especially ~~in regard to~~regarding the placement of dumpsters, portable toilets and other more intensive construction infrastructure.
5. Construction projects adjacent to rights-of-ways and pedestrian areas including, but not limited to, walkways, hiking and biking trails, plazas, restaurants, etc., shall provide screened, fencing or hoarding (with appropriate directional signage) and needed lighting to direct pedestrians away from potential hazards related to the construction site. Pedestrian protection adjacent to the construction site shall be the responsibility of the owner and owner's agent. The Building Official has the right to require additional fencing if deemed necessary to protect public safety or screen construction activity. All public pedestrian protection shall be provided per chapter 33 of the IBC.
6. Construction staging in accordance with these regulations may occur on an off-premise

site provided property owners immediately adjacent to the site are provided written notification prior to the ~~Community Development Building Department Division~~ reviewing or approving the plan. The ~~Community Development Building Department~~ Planning and Development Services Department may require large-scale, off-site construction staging areas to be reviewed and approved by the DRB with public notice as required by the public hearing noticing requirements. Such ~~large-scale~~ large-scale staging areas should be evaluated concurrent with the required development review process for efficiencies and a holistic evaluation and mitigation of impacts.

B. CONSTRUCTION HOURS AND NOISE

Blasting, pile driving, jack hammering, heavy equipment operations, and loud noises ~~and in and in~~ in general are permitted between the hours of seven (7) in the morning and six (6) in the evening Monday through Saturday, excluding the holidays listed below. No construction activity may take place on Sundays, Monday through Saturday before seven (7) in the morning or after six (6) in the evening or the following holidays: New year's Day, Memorial Day, The Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, except in case of urgent necessity or an unique situation as determined by the Building Official or its designee. Ensuring a secure site and changing out propane tanks for proper heating are permitted during prohibited construction times. All proposed blasting, jack hammering, pile ~~driving~~ driving, and similar loud construction noises shall be pre-approved by the review authority and scheduled as necessary depending on the site proximity to existing development, anticipated occupancy, surrounding density, and holidays to limit any negative impact. If blasting is required, the owner/owner's agent is required to take all necessary precautions and notify adjacent property owners, TFPD, local traffic, pedestrians, etc. prior to blasting.

C. TEMPORARY STRUCTURES FOR CONSTRUCTION SITES

A small job office or trailer may be located on the site during construction. The location of any job office or trailer will be determined on the construction mitigation plan. The job office shall be removed from the site prior to receiving a CO.

D. ENVIRONMENTAL CONTROLS

Areas defined on the topographical survey that require preservation methods, i.e., natural landforms, vegetation, streams, ponds, wetlands, shall be identified and preserved by the general contractor or person primarily responsible for the construction. These areas and the methods of preservation will be defined during the Design Review Process or other applicable development application applicable to the project. Erosion control measures shall be taken during construction to ensure soil stabilization, sediment control and timely re-vegetation. The general contractor or person primarily responsible for the construction is responsible for the implementation of all preservation techniques.

E. CONSTRUCTION SITE MAINTENANCE

1. Construction Site Maintenance. All construction sites in the Town shall be maintained in a good, clean and safe condition, including, but not limited to, the following minimum requirements:

- a. Every lot for which a construction permit has been issued after the effective date of this section, or lesser part of the lot at the discretion of the Building Official, shall be enclosed by a 6-foot chain link fence faced with green mesh fabric or

similar barrier.

- b. The fence or barrier shall remain in place ~~until such time as~~until the Building Official has determined that the property is sufficiently secured ~~so as to~~ prevent a health or safety risk or danger.
- c. The Building Official has the discretion and authority to modify these requirements, including but not limited to, requiring fencing of a different material, height or configuration if it is deemed necessary for the protection of public health and safety.

2. Material Storage. Construction materials shall be stored, maintained and secured ~~so as~~ to prevent safety risk or danger.

3. Recycling.

- a. To the extent practicable, ~~T~~the following materials shall be recycled for every construction project that requires a building permit:
 - i. Cardboard;
 - ii. Glass;
 - iii. Newspaper;
 - iv. Metal; and
 - v. Recyclable plastics.
- b. The following permits do not need to provide recycling:
 - i. Mechanical permits;
 - ii. Electrical permits;
 - iii. Plumbing permits;
 - iv. Demolition permits; and
 - v. Other similar minor permits that do not generate large amounts of waste.
- c. The construction mitigation plan shall show a comingled recycle bin for plastics, glass, newspaper and cardboard, with palletes or recycling dumpsters utilized for large quantities of cardboard.
- d. Bins, dumpsters or pallets may be used to store recycle metal.
- e. These recycling requirements shall not apply to demolition permits.
- f. For demolition projects, the developer shall provide a ~~two-week~~two-week opportunity for public salvage of building materials by placing a ~~1/8-page~~1/8-page display ad in a newspaper of general circulation for two days in a ~~seven day~~seven-day period. Such public salvage of building materials shall be a ~~one week~~one-week period commencing the day after the second ad is run in the newspaper. The developer may require the public salvaging materials to sign a hold harmless agreement to protect them from legal liability or damages.

4. Waste Disposal. Accumulated construction debris that is not recycled ~~in accordance with these regulations~~ shall be hauled away and disposed of in accordance with all applicable laws, on regular basis when full.

- a. Dumpsters shall be securely covered at the end of each construction day or when high winds will blow material.
- b. Debris from construction sites shall not be disposed of in dumpsters located at any other construction site within the town without the prior approval of the Building Official.

- c. Except as approved as part of a construction mitigation plan, construction staging shall not occur in the public rights-of-way.
 - d. At least one separate bear proof poly cart trash can must be provided for non-construction debris and emptied on a regular basis. Food related garbage shall not be disposed in dumpsters.
 - e. All construction sites shall have a person designated to be regularly present at the subject property as having responsibility to assure that no litter or debris leaves the subject property and that all litter and debris is picked up before the end of every construction day.
 - f. It shall be unlawful to intentionally place, deposit, or otherwise dispose of construction debris in any public sewer. Intentionally placing, depositing, or otherwise disposing of construction debris in any public sewer will result in enforcement as provided.
5. **Portable Toilets.** Portable toilet facilities shall be provided for all new construction, major remodels and other projects when deemed necessary by the Building Official. Portable toilets shall meet the applicable IPC requirements. Any portable toilet facilities shall be located, to the extent possible, at the rear of the construction site or out of plain view of any public right-of-way or neighbor. If the portable toilet facility cannot be located at the rear of the construction site and out of plain view of any public right-of-way or neighbor, the toilet facility must be fully screened from any public right-of-way or neighbor.
6. **Right-of-Way Closures.** A road closure permit shall be obtained prior to closing any sidewalk, street or other public right-of-way. Appropriate safety measures shall be used by the general contractor or owner's agent as applicable.
7. **Parking and Site Access.** The parking of construction vehicles or equipment shall not occur in any manner ~~so as to~~ block access to or through any public sidewalk, or street or rights-of-ways. The parking of construction vehicles on public streets shall be prohibited except as approved as part of a construction mitigation plan. Construction vehicles shall not use private driveways to turnaround. Construction materials shall not be stored on town streets or property unless approved by the Town as a part of the construction mitigation plan, and only after proving that no practicable alternative exists for storage on the development site.
8. **Construction Clean Up of Streets and Sidewalks.** All mud, dirt or debris deposited on any street, crosswalk, sidewalk or other public property ~~as a result of~~because of excavation, construction or demolition shall be broom cleaned to the extent possible at the end of each working day and disposed of in accordance with all applicable laws. When determined by the Building Official to be appropriate and practicable, the applicant shall cause a gravel mat or other mud tracking device to be installed on the subject property, of a size and in a location sufficient to wash down all vehicles used on the subject property and to cause dirt and mud to be removed from the tires of such vehicles. The mud and dirt mitigation shall be located so as not to interfere with any use by the public of public rights-of-way and not to cause any nuisance or inconvenience to adjacent public or private property.
9. **Protection of Public Property.** Every construction site shall be maintained in a manner so as to avoid damage to the public right-of-way, infrastructure or other public property, including but not limited to the village curbs, alleys, streets, crosswalks, sidewalks, signs, ~~street lights~~streetlights, sprinkler systems, sewers or other public infrastructure. At the discretion of the Planning and Development Services ~~Prior to the commencement of construction activities, the developer shall provide to the Town, video or photo documentation of the existing conditions prior to construction for the purpose of~~

~~determining restoration obligations and compliance with this section. Any and all~~All damage to the public right-of-way, infrastructure or other public property caused during the construction activities by the property owner, its contractors or agents shall be repaired, replaced or otherwise remedied by, and at the sole expense of, the property owner prior to the issuance of a CO. If Town infrastructure cannot be inspected during the winter months, a TCO may be issued until such inspection occurs.

10. **Air Quality Protection.** Airborne particles shall be controlled at the subject property ~~at all times~~always during work by means of a water truck and spraying equipment or other water source capable of spraying and thoroughly saturating all portions of the structure and surrounding property affected by the work. Such spraying shall be undertaken ~~at all times~~always as necessary to thoroughly control the creation and migration of airborne particles, including, without limitation, dust, from the subject property.
11. **Permission to Use Adjoining or Intervening Properties.** No permit issued pursuant to this chapter shall authorize or be construed to authorize any entry onto property adjoining or intervening the subject property or any work for which entry onto property adjoining the subject property is or may be necessary, unless a proper right of entry has been secured from the owner of such property and provided to the Building Official.
12. **Vehicle Storage.** Vehicles not being used on-site for construction purposes shall not be left overnight on-site.
13. **Required Utility Locates.** Utility locates must be requested and marked for any work involving earth disturbing activity regardless of depth. Failure to have utilities properly located or any action that disturbs existing utilities, if the utilities were properly located, will result in the action contained in Section 20-6-(h) being taken.

F. PENALTIES

In addition to any violations and penalties set forth in the CDC, ~~any~~any violation of the Construction Mitigation Regulations shall result in the following additional -actions being taken:

1. **1st Violation.** First violation – Documented warning.
2. **2nd Violation.** Second violation – All work must cease until the violation has been cured.
3. ~~2nd Violation of Same Rule.~~ ~~Second violation of the same regulation within a 6 month period – a two (2) construction days stop work order shall be issued. Work may resume at the permitted hour on the third construction day if the violation has been cured.~~
- 4.3. **3rd Violation.** Third regulation violation within a ~~6-month~~6-month period - A two (2) construction-days stop work order shall be issued. Work may resume at the permitted hour on the third construction-day if the violation has been cured.
5. ~~3rd Violation of the Same Rule.~~ ~~Third violation of the same regulation within a 6 month period – A three (3) construction days stop work order shall be issued. Work may resume at the permitted hour on the fourth construction day if the violation has been cured.~~
6. ~~4th Violation.~~ ~~Fourth regulation violation within a 6 month period – A three (3) construction days stop work order shall be issued. Work may resume at the permitted hour on the fourth construction day if the violation has been cured.~~
7. ~~4th Violation of the Same Rule.~~ ~~Fourth or greater violation of the same regulation with a 6 month period – a five (5) construction days stop work order shall be issued. Work may resume at the permitted hour on the sixth construction day if the violation has been cured and after attending a meeting with the Building Official or its designee. At the meeting with the Building Official, a plan detailing how future violations of the Construction Mitigation Regulations will be prevented must be submitted and approved before work may resume.~~
8. ~~5th Violation.~~ ~~Fifth or greater violation within a 6 month period – a five (5) construction~~

~~days stop work order shall be issued. Work may resume at the permitted hour on the sixth construction day if the violation has been cured and after attending a meeting with the Building Official or its designee. At the meeting with the Building Official, a plan detailing how future violations of the Construction Mitigation Regulations will be prevented must be submitted and approved before work may resume.~~

9.4. Stop Work Order Fees and Penalties. In addition, any stop work order shall result in a fee in the amount set by ~~the fee resolution~~ the Planning and Development Department Fee Schedule. ~~After the third violation in a 12-month period, the Building Official may assess penalties and fees as set for in the CDC at Section 17.1.18 in addition to the those set for in the fee schedule.~~

17.7.21 SNOW AND ICE REMOVAL REGULATIONS

- A. Purposes.** The purposes of the Snow and Ice Removal Regulations are to:
1. Protect the public health, safety and welfare by preventing falling snow and/or ice from the roofs of buildings within, adjacent to, or near plaza areas, public areas around buildings by requiring that the owners of such buildings engage in the installation or supplementation of roof-top snow-shed protection systems and regular snow and/or ice build-up inspection activities, and, if necessary, snow and ice removal activities;
 2. Safeguard the Town-owned plazas and overall plaza areas;
 3. Establish procedures under which snow and ice removal activities will occur;
 4. Ensure that a building's roof is not unsafe due to snow or icefall hazard as regulated by Section 116 of the IBC;
 5. Ensure a building does not become unsafe to due roof snow and ice buildup; and,
 6. Set forth rules for the enforcement of such requirements.
- B. Applicability.** These Snow and Ice Removal Regulations shall apply to all multi-family or ~~mixed-use~~ mixed-use buildings.
- C. Roof Snow and Ice Management.** The owner of each building shall ensure that each roof plane of a building does not shed snow or ice onto public area, plaza area sidewalk, or right-of-way. Each roof shall be constructed and maintained as follows:
1. Each roof-plane shall contain a snow and ice retention, snowmelt system and roof drain system ~~snow guard system that is supplemented by a wire mesh retention system, all of which is~~ designed and stamped by a qualified structural engineer or qualified roofing specialist/professional and approved by the review authority which prevents the roof plane from shedding snow and/or ice to areas below the roof plane; or
 2. In the event that ~~it is demonstrated by a qualified structural engineer that~~ a snow and ice retention, snowmelt and roof drain system ~~guard system~~ is not a viable option for preventing snow and ice from shedding into areas below the roof plane, the owner or HOA must demonstration a feasible snow and ice melt mitigation plan that may include each roof plane shall contain heat tape or other heating system that is designed by a qualified engineer or roofing professional, which ~~professional, which~~ prevents the roof plane from shedding snow and/or ice to areas below the roof plane.
 3. If the Town determines that additional snow fences or other snow maintenance controls are required to protect a public area or a public plaza, the Town will require a building owner to arrange for the installation of the additional snow maintenance controls and ice mitigation measures.

D. Requirements for Snow Inspection and Removal. During months that snow accumulates, the owner and any building manager of each building shall ensure that there are regular (not less than weekly) inspections of all eaves and other roof areas of the building that could result in the discharge of snow, and/or ice, and/or roof tiles, to public area, plaza area sidewalk, or right-of-way.

1. Upon identification of an overhead snow/ice safety removal issue ~~as a result of~~because of such inspections, or upon being informed by a representative of the Town that an overhead snow/ice safety removal issue exists on a building, the owner or building manager shall proceed in accordance with the requirements set forth herein.

2. Upon identification of an overhead snow/ice safety removal issue, or upon being informed by a representative of the Town that an overhead snow/ice safety removal issue exists on a building, the owner or building manager of the building shall:

~~a.~~ Immediately cordon off the hazard area and notify the Community Development Planning and Development Services Department of the issue. ~~and cordoned off area...~~

~~b.~~a.

i. ~~The hazard area shall be~~The cordoned off area materials shall use only ~~are using only~~ appropriate fencing and/or Town approved barriers.

ii. ~~In the event that~~If the cordoned off area is an entrance or egress, the building manager shall provide appropriate signage to direct users to alternative entrances or egress areas.

~~e.~~b. Immediately schedule appropriate work crews to remove the identified hazard and ensure that diligent and reasonable efforts are being made to complete the snow removal activity within 24 hours of the identification of the hazard, or within such longer period of time as is necessary for the snow removal in the reasonable judgment of the Building Official or other appropriate Town department, but in no event more than 72 hours.

~~d.~~c. Ensure that all such removal activities are safely completed, including but not limited to ensuring that at all times~~always~~ during the removal activities there is at least one worker posted at ground level to monitor pedestrian safety.

~~e.~~d. Snow and ice removal workers shall use appropriate safety devices as required by OSHA.

~~f.~~e. Snow and ice removal techniques should not damage the roof of buildings or infrastructure surrounding buildings, such as the use of a heavy hammer directly onto the roofing surface or dropping ice blocks onto electric transformers.

~~g.~~f. To the extent practical, snow removal should be planned for times when there is the least activity in public areas and public plazas. This could include early mornings (7am-9 am) and weekdays when the presence of pedestrians is at a minimum.

3. Landscaped areas below a roof plane that can slide shall be blocked off by fencing installed pursuant to the Design Regulations, with appropriate permanent signage warning of the hazard. All signage shall comply with the Sign Regulations.

E. Snow and Ice Removal ~~From~~from Town and Private Property. ~~A building owners~~A building owner, HOA or its property manager shall make arrangements to haul snow and ice removed from a roof or deck onto a plaza area, sidewalk or right-of-way immediately upon the conclusion of removal.

1. Absolutely no snow ~~is allowed to~~can be stored for any length of time on public plazas and public areas.
2. A building owner is liable for any damages caused to Town property, private property or pedestrians from snow and ice falling off your roof.
3. A plaza vehicle access permit is required from the Town Plazas and Environmental Service Department for any equipment needed to access the public plazas for snow removal.
4. Snow and ice may not be stored in a planter located on a public plaza or in planters where the required landscaping may be damaged or destroyed.
5. No vehicles over 10,000 pounds will be allowed in a plaza area. The Town shall require that haul trucks are staged at the perimeter of a plaza area to prevent paver damage. The plaza vehicle access permit will identify exact locations where your vehicles are approved for operation.
6. If your snow is not removed from plaza area in a timely manner, the Town Plazas and Environmental Service Department will remove it for you at a cost of \$200 per hour or the then-in-effect rate as adopted in the fee resolution, to be billed directly to the business or property as applicable.
7. Any damage to Town property (including Plazas, planters, trees, landscaping) or private property resulting from roof snow and ice removal operation is the building owner's responsibility to repair at such owner's sole cost and expense. Care shall be taken to not disturb town property with a snow and ice removal program.

Why are construction costs high? Here are a few observations:

- 1) We are a remote area. This requires special materials to be shipped here, adding shipping costs.
- 2) Fewer contractors are available than in bigger cities.
- 3) New construction materials and methods of construction such as: Closed cell spray foam, Exterior house wrap products and methods of installation, Engineered wood products being used. All these products have shown up in our market in the last 10 years.
- 4) Energy code requirements such as the following list increase costs:
 - a. HERS ratings, process and requirements
 - b. Required engineered mechanical systems
 - c. Boiler controls
 - d. snow- melt controls
 - e. Lighting controls
 - f. LED light fixtures

For example, a single pole light switch costs 60 cents, but a dimmer or motion sensor costs 25 to 35 dollars. Boiler and snow melt controls that interface with other systems are also a measurable expense. These energy requirements are necessary to reduce energy costs and may well demonstrate their value by mitigating costs associated with the use themselves if unchecked. However, there has been increasing costs associated with these requirements since even within the last ten years.

Summary

when all the local building departments change to the 2018 Codes the contractors from other areas will be more comfortable coming up here to work knowing that the codes are consistent with their area requirements. In talking with outside contractors many had concerns about working in the Mountain Village because they were on a different code cycle, this made them reluctant to bid jobs in our area.

- 1- In theory the more demand there is for these new products should bring availability to our area and drive costs down.

Prescriptive Path:

The Prescriptive Path presents a specific list of features and items that have to be met for compliance, with no deviations allowed. At first look, the Prescriptive Path appears to be the easier and simpler route. But the rigid list of mandatory items offers very little flexibility in design approach or material selection to meet the project needs.

Additionally, you, as the contractor, architect or designer need to have an in-depth understanding of each municipality's requirements and amendments.

If you choose to go this route, you must follow all the guidelines outlined in the IECC book (International Energy Conservation Code).

Performance Path:

The Performance Path offers the designer or builder the most flexibility in meeting the energy code requirements. A HERS Rater is involved in the project from the early design stage to model the energy performance of the home and to determine compliance.

This pathway allows for optimal design innovation and integration of energy-efficient technologies. It is often perceived as a more expensive option compared to the Prescriptive Path.

However, design teams often prefer the Performance Path because it allows them to evaluate various combinations of design strategies, components, and technologies until they reach a solution that provides the greatest energy savings for the lowest overall cost, which is usually less than following the Prescriptive Path.

Additionally, you can rely on the HERS Rater to understand the local requirements, leaving you more time to focus on design and construction.

Definition of HERS

HERS means Home Energy Rating System. This is required both in the Town of Mountain Village, San Miguel County and the Town of Telluride. It is the industry standard by which a home's energy efficiency is measured. It is also the nationally recognized system for inspecting and calculating a home's energy performance.



MEMORANDUM

To: Mayor and Town Councilors

Agenda Item # 10

From: James Mahoney

Date: June 2, 2020

Re: Consideration of an Agreement Between Bruin Waste Management and the Town of Mountain Village for Residential Refuse Collection and Disposal Services and Residential Curbside Recycling Services

Background: The Town of Mountain Village contracts with refuse and recycling service providers to provide residential refuse and recycling services to residential properties within the Mountain Village and then each customer is billed directly for such services pursuant to the agreement with the selected provider. The most recent agreement for this service was entered into in November of 2016 and ran for three years and was with Bruin Waste. Since that agreement expired in November of 2019 Bruin continued to serve the Town pursuant to that agreement's terms, while Public Works explored options for getting additional bids.

There are only two refuse and recycling providers in this region in Bruin Waste and Waste Management. Public Works reached out to get bids from both companies, but Waste Management indicated they would not be submitting a bid. Mr. Kjome can expand on that if needed at the meeting. Therefore, the only available provider was Bruin Waste with whom Public Works negotiated the rates set forth in the attached agreement. There were two changes to this agreement versus the prior 2016 agreement other than the rate increases which are (1) removal of the possibility of a composting component and (2) the use of a CPI index to increase the rates at the end of each year during the term of the agreement. The CPI increase was suggested by Bruin to avoid the larger increase after the 3-year term which you see here.

The largest rate increase was 12% in the rate sheet. While that was a substantial percentage increase the rates are still competitive given that only one provider was willing to bid.

Town staff recommends moving forward with this agreement; however, would look to Town Council for final direction.

Proposed Motion:

I move to an Agreement Between Bruin Waste Management and the Town of Mountain Village for Residential Refuse Collection and Disposal Services and Residential Curbside Recycling Services.

Residential Refuse Collection and Disposal Services and Residential Curbside Recycling Services Agreement

This Agreement (“Agreement”) is entered into this ___ day of _____, 2020, by and between the Town of Mountain Village, a home-rule municipality and political subdivision of the State of Colorado, (the “Town”) and Bruin Waste Management, a Colorado corporation, hereinafter referred to as the “Contractor”.

RECITALS

- A. The Town of Mountain Village Municipal Code Chapter 8.01 regulates the collection of refuse and recycling within the Town of Mountain Village and Authorizes the Town to contract with a third party hauler to provide such services to residents of the Town.
- B. the Town has elected to contract with Bruin Waste Management to provide residential refuse and recycling services according to the terms and conditions as set forth in this Agreement.

NOW THEREFORE, in consideration of their mutual promises and obligations, the parties hereto agree as follows:

1. Work to Be Done

The Town hereby retains the services of the Contractor and the Contractor hereby agrees to perform residential refuse collection and disposal services AND residential curbside recycling services for the Town of Mountain Village and its citizens.

The contract work shall consist of furnishing all the expertise, administrative support, labor, materials, equipment, parts, implements and supplies necessary for, or appurtenant to, the provision of:

- (1) Collection and disposal of garbage/refuse/trash from all residential units within the Mountain Village, unless exempt through the submission of a waiver form to the Town and Contractor;
- (2) Collection and appropriate diversion of recyclable materials from all residential units within Mountain Village;
- (3) Contract management, contract administration, customer billing and customer complaint resolution;
- (4) Other incidental and appurtenant work, as listed below, that is required to complete the project within the Town of Mountain Village, Colorado; and
- (5) Expertise to facilitate development and implementation of programs that will move Mountain Village toward a Zero Waste Goal.

Collection shall be at the street, unless the customer notifies the Contractor and contractor accepts such notification for garage side pickup rather than street pickup. Contractor may charge additional fees for garage side pickup.

Cleanup of litter caused by the refuse removal process shall be the responsibility of the Contractor's crew. No litter shall be left on the street by the Contractor.

All recyclable material shall be marketed, sold, or donated as recycling. It is not to be disposed of at any solid waste landfill or otherwise as waste in any manner whatsoever.

The Town may terminate this agreement for any breach of service requirements set forth in this agreement by giving the contractor written notice of such termination.

2. Term

The initial term of this Agreement shall be five (5) years, and shall commence August 1, 2020 and shall expire at midnight on July 31, 2025, subject to annual appropriation by the Town Council, and provided that no determination has been made by the Town that Contractor’s performance of its responsibilities and obligations under this Agreement as set forth in paragraph 4, “Contractor Responsibilities” is inadequate.

The Town may conduct a 6 month review of Contractor's performance in February of 2021 and annually thereafter, to determine whether the Contractor's performance under this agreement is adequate. Town staff or the Town Council may request such a review.

Review of Contractor's performance shall be by public hearing in front of Town Council. Standards to be used to determine adequacy of service shall include (1) customer satisfaction, (2) number of complaints received by the Contractor, (3) complaint and problem resolution record, and (4) Town Staff satisfaction with Contractor's services. Town Council shall determine whether Contractor's performance is satisfactory based on the information provided at the public hearing.

If Town Council determines that Contractor's performance is inadequate, the Town may, at its sole option (1) choose to treat this Agreement as terminated or (2) notify the Contractor of the determination of inadequate performance in writing. If the Town chooses to treat the Agreement as terminated, the Town shall immediately notify Contractor, in writing, that it is exercising its authority to terminate the Agreement, and Contractor shall continue to provide the services set forth in this Agreement in a professional manner until such time as the Town can obtain another contractor willing and able to provide residential refuse and recycling services. If the Town chooses to notify the Contractor that its performance is inadequate, the Town shall specify the areas in which Contractor's performance was determined to be inadequate. Contractor shall have 30 days from receipt of said notice to raise its performance in the specified areas to a level determined by the Town Manager to be adequate. The remedies under this section shall not be exclusive remedies and the Town shall have all remedies available to it under law or equity.

The term of this Agreement is made subject to annual appropriations of the Town. In the event the Town Council does not appropriate the funds required of the Town, the Town may terminate this Agreement without further liability or obligations to the Contractor by giving thirty days written notice to Contractor of such non-appropriation and termination.

3. Schedule for Work

The Contractor shall be required to provide residential trash pick up and residential curbside recycling a minimum of one (1) time per week from 7:30 a.m. through 6:30 p.m. Mountain Standard Time, Monday through Friday, excluding Christmas Day if it falls on a Monday through Friday. Customer pickups of trash and recycling shall occur on the same day every week. The initial pickup days for refuse and recycling shall be on Mondays. This day may be changed by providing notice to the Town and customer of change in days at least fourteen (14) days prior to such change. Routes or individual residences missed, for any reason, shall be collected within 24 hours following notification to the Contractor by either the customer or the Town. The Contractor will notify the residents and the Town of any missed routes or residences as soon as known by the Contractor. The Contractor shall abide by all traffic laws of the Town of Mountain Village include speed limits. Violations of any traffic laws shall constitute a breach of this Agreement.

No service pick-ups shall be made on any Sunday, or Christmas Day. The Contractor may set a holiday schedule different from the normal schedule. If an alternate holiday schedule is adopted, the Contractor must notify all affected residents at least fourteen (14) days prior to the change of service. Notification may occur by publication.

4. Recycling Services

- 4.1. Residential Recycling Containers. The Contractor shall provide original recycling bins and any replacement bins to all residential units. Lids may be provided upon request. Residential curbside recycling containers shall be, at a minimum, 18-gallon standard size and at a maximum 96-gallon standard size. All recycling containers shall be the color blue and shall be labeled with the universal recycling symbol.

The Contractor shall maintain an adequate supply of extra recycling containers. Failure to maintain an adequate supply shall be considered a breach of this Agreement. When recycling containers are provided by the Contractor, they shall remain the property of the Contractor and shall be maintained and replaced by the Contractor as needed for normal wear and tear, except in cases of customer negligence, lost or stolen bins as. Bins that are destroyed as a result of customer negligence, wildlife, lost or stolen shall be replaced by the Contractor at the customer's cost. Recycling Bins shall be blue and clearly labeled with the universal recycling symbol.

- 4.2. Improperly Prepared Materials. When the Contractor encounters improperly prepared materials, in a quantity large enough to disrupt the recycling of such materials, in a recycle container, the Contractor shall leave the improperly prepared materials and complete a door hanger or red tag with the date briefly explaining that the “materials are improperly prepared”, what needs to change to fix the problem, and that the recyclable materials will be thrown away as trash at the next occurrence. The Contractor will leave the door hanger or red tag at the residence on the building door. The Contractor shall not empty the recycle container as refuse without first noticing the customer that the materials are improperly prepared and giving the customer the opportunity to rectify the issue. The Contractor will provide a list of those addresses that were tagged for improperly prepared recycling materials in each Monthly Zero Waste Report.
- 4.3. Recyclable Materials. Recyclable materials, at a minimum, shall include aluminum cans, tin and other metal tops and cans, glass bottles and jars (green, brown, clear), paper (including office, news, and slick paper), plastic containers 1-7, corrugated cardboard and yard waste. All recyclable materials except yard or food waste may be placed in a single recycle bin provided by the Contractor. After an annual review of the materials listed the product list may be amended by the Town Manager or her designee after review of market viability with the Contractor. The Contractor shall sort, weigh and process all collected materials at its site. The Contractor shall market all recyclables collected and shall keep and maintain as part of its compensation, all monies derived from the sale of recyclable materials.
- 4.4. Annual Review of Recyclable Materials Collected. One time each year the Town Manager or his designee(s) shall review with the Contractor the market viability for recyclable materials to determine which additional material(s), if any, shall be added to the Contract. After a letter amendment to the Contract has been completed, the Contractor shall be responsible for collecting and recycling the specified material(s) within thirty (30) days. Established rates may be adjusted through negotiation for any changes to the recyclable materials list.
- 4.5. Warehousing of Recyclables. Should the market for any recycled product listed herein become soft or non-existent, the Contractor shall warehouse the product and notify the Town of the market situation as soon as possible, but in no event less than thirty (30) days after Contractor becomes aware of such market conditions. The Contractor shall continue to collect and warehouse the product until such time as a viable market develops or the Town Manager or his designee agrees in writing that the product may be disposed of as waste or reused in a manner acceptable to the Town. The Contractor shall provide all information requested by the Town for this review.
- 4.6. Specific Approval of Alternative Use of Glass. The Town hereby agrees that the Contractor shall be allowed to use glass or excess that cannot be reasonably recycled as a land fill cover material in accordance with state and local regulations. The Contractor may approach the Town for additional alternative uses of glass recyclables for the Town’s specific approval.
- 4.7. Zero Waste Reports.
- 4.7.1. Monthly Zero Waste Reports. No later than the 10th of each month starting in July of 2020 and continuing throughout the term of this Agreement, the Contractor shall provide a written report to the Town Manager or her designee. This Monthly report shall include (1) a monthly tally and total estimated running tally of residential refuse and recyclable materials collected in the Town by product measured as either tonnage or yardage and (2) any other reporting requirement required by this Agreement.
- 4.7.2. Annual Zero Waste Reports. The Contractor shall provide a written report to the Town Manager or her designee no later than August 1st of each year starting in 2020. In the report, the Contractor shall certify that all specified recyclable materials collected through the Mountain Village Curbside Recycling Program have been, or will be, recycled according to the terms of this agreement. The report shall also include a summary of products and amounts of each stored or sold for the previous year at its central resource recovery facility. Finally, the report shall also include the following:
- 4.7.2.1. The total amount of Town recyclable materials collected during the previous year broken out monthly and by product.
- 4.7.2.2. Total amount of Town refuse collected during the previous year broken out monthly and measured by tonnage or yardage.
- 4.7.2.3. A brief written summary of the financial condition of the recycling market by product.

4.7.2.4. A complete list of all addresses serviced by the Contractor, including all monthly billing charges in order to allow the Town to ensure that all residents are recycling according to Town law.

5. Residential Refuse Collection & Disposal Services

5.1. Refuse Containers. Residential refuse containers shall be either 32, 64 or 96 gallon sizes and shall be green, dark gray, black or dark brown in color. Polycarts shall be wildlife resistant. It is the Town's intent that containers already in use by residents be retained whenever possible. Replacement trash polycarts shall be provided by the Contractor to customers for lease, or for sale at a price not to exceed 10% of actual costs to the Contractor. Lease and purchase charges shall be included in the monthly rate charged to the consumer.

The Contractor will be responsible for repairing or replacing polycarts that are provided to customers as a courtesy or for lease excepting polycarts that are lost, stolen, destroyed as a result of customer negligence or destroyed by wildlife. Customers will be responsible for repairing or replacing privately-owned polycarts up to one time per year due to normal wear, except in cases of customer negligence as determined by the contractor. Polycarts that are lost, destroyed, or stolen shall be replaced by the Contractor with the cost assessed to the customer.

5.2. Improperly Prepared Materials. The Contractor shall have no responsibility or obligation to pick up refuse unless the material is deposited in an authorized container or dumpster and is within the weight standards mandated by federal or local law. The Contractor shall be responsible for notifying customers of improper containers, overfilled containers, and containers exceeding the weight limit by completing a door hanger or red tag explaining the problem and leaving it attached the residence itself. The Contractor shall provide the Town with a list of accounts that were tagged for improperly prepared refuse in the Monthly Zero Waste Report.

5.3. Materials that May be Hazardous. The Contractor may refuse to pick up any waste if s/he believes it may be hazardous to do so. The Contractor must notify the customer and Town by email or telephone within 24 hours when this occurs, providing the name, address, and phone number of the customer in question. The Contractor shall NOT remove any hazardous or toxic wastes from properties unless special arrangements are made between the Contractor and individual customers and these wastes are segregated from other, standard refuse and recycling.

6. Billing

Contractor shall bill customer directly on a monthly basis according to the rates established by this Agreement. The Contractor shall also be responsible for answering all billing questions and providing the billing summary to the Town in the Annual Zero Waste Report. The Town reserves the right to inspect the customer billing documents at any time and audit billing reports.

7. Complaints

The Contractor shall install and maintain either a toll free or local telephone listing for the convenience of the Town's residents. The listing shall be accessible at least from Monday through Friday, from 9 a.m. through 5 p.m. and shall be answered by local staff of the Contractor. Should the Contractor elect to provide collection service on Saturdays, phone service must also be available that day from 9 a.m. to 5 p.m. Contractor shall submit a Customer complaint log with the Monthly Zero Waste Report.

8. Necessary Vehicles

The Contractor shall provide all necessary vehicles and equipment needed for pick-up, transportation, storage and disposal of trash and recyclables in a mountain climate in an efficient and environmentally sensitive manner. Pick-up and transport of all refuse shall be in covered collection vehicles. The Contractor will consider using alternative fuels as they become available and economically feasible.

9. Necessary Personnel

The Contractor shall maintain an adequate and proper staff to affect timely loading, unloading and transportation. The Contractor shall furnish drivers and collectors, who are at all times legally licensed in the State of Colorado to operate the Contractor's vehicles to be used in the program. All drivers/collectors shall be alert, careful, courteous and competent in driving skills and work habits. The Contractor shall provide route maps and shall provide training to all drivers and collectors before initiating collection and before the Contractor permits an employee to begin unsupervised work. All field staff shall carry a cell phone or radio to facilitate contact with the Contractor's administration in order to deal with issues in the field in a timely fashion. The Contractor shall maintain a policy that cell phones not be used when the Contractor's vehicles are moving in a right-of-way or actively collecting materials.

10. Management & Administration

The Contractor shall provide the necessary management and administrative personnel whose expertise will assure efficient operation of the services herein specified. All facilities, equipment, supplies and services required in the operation of services to the Town shall be furnished by the Contractor, unless specifically identified in this document to be contributed by the Town. Services shall be managed by the Contractor within the guidelines and parameters established herein. Supervision of the day-to-day operations shall be vested in the Contractor.

11. Operations

The Contractor shall provide all equipment and personnel necessary to operate and maintain vehicles and to collect all trash and recyclables. The Contractor's drivers shall be knowledgeable of customer service requirements, particularly those listed under sections 4 and 5 of this Agreement and section 3.3 and 3.4 of the bid documents submitted by the Contractor. The Contractor shall be responsible for the mechanical condition and cleanliness of assigned vehicles. The Contractor shall not assign any vehicle to the program where the performance of its component parts is likely to cause damage to other components, jeopardize public safety, or be contrary to Colorado Vehicle Codes. The Contractor agrees to perform all work outlined in such a manner as to meet all accepted standards for safe practices during operations and to safely maintain stored equipment, machine and materials or other hazards consequential or related to the work. The Contractor shall agree additionally to accept the sole responsibility for complying with all local, County, State, Federal or other legal requirements, including, but not limited to, full compliance with the terms of applicable O.S.H.A. safety orders at all times as to protect all persons including employees, agents of the Town, vendors, members of the public or others from foreseeable injury or damage to their property.

12. Customer Education

The Contractor shall make available to the Town any and all materials and expertise it has to educate the public about where trash generated in the Town goes, how to recycle, what to recycle under this Agreement, and where recyclable products typically go under this Agreement. Educational materials may include, but are not limited to, brochures, stickers, website links, Zero Waste information and professional journal articles.

The Contractor shall work with Town staff on an as-needed basis to help develop Town-specific outreach materials and display advertisements about Zero Waste and Trash & Recycling in Mountain Village. The Town shall be responsible for finalizing and distributing the educational materials that are created as part of this collaborative effort.

13. Modifications

The Town may request modifications to the existing program including, but not limited to, levels of service, types of service and any other factors the Town deems necessary to meet the needs of the community. Costs to implement such modifications shall be negotiated with the Contractor.

14. Town Responsibilities

The Town shall be responsible for snow removal and maintenance in all streets and alleys as may be necessary for purposes of refuse and recyclable materials collection. The Town shall notify Contractor in writing, by email,

telephone, or fax of any street and alley closures at least five (5) working days prior to such closure, except in an emergency situation. In emergencies the Town shall attempt to notify the Contractor of closures.

15. Unanticipated Costs

Contractor may petition the Town for rate adjustments on the basis of unanticipated changes in the cost of operations beyond the Contractor's control, such as new or revised laws, ordinances or regulations; changes in the location of disposal sites; changes in disposal fees; and for other unanticipated reasons. The Town has no obligation to approve any petition of the Contractor. The Town reserves the right, as a condition of approval, to inspect by itself or through an independent auditor, pertinent records of the Contractor that demonstrate a need for adjustment in the rates.

16. Certification of Contractor & Subcontractor Employees

Any Potential Contractor must certify, pursuant to Colorado Law, that the Contractor does not knowingly employ or contract with an illegal alien and that the Contractor either has participated or is attempting to participate in the Basic Pilot Program, administered by the U.S. Department of Homeland Security, in order to verify that the Contractor does not employ any illegal aliens.

As used in this agreement, "Basic Pilot Program" means the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security.

- 16.1. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this contract nor shall CONTRACTOR enter into a contract with a subcontractor that fails to certify to CONTRACTOR that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.
- 16.2. CONTRACTOR has verified or attempted to verify through participation in the Basic Pilot Program that CONTRACTOR does not employ any illegal aliens. If CONTRACTOR is not accepted into the Basic Pilot Program prior to executing this contract for service, CONTRACTOR shall apply to participate in the Basic Pilot Program every three (3) months until CONTRACTOR is accepted or this contract has been completed, whichever is earlier. This paragraph shall not be effective if the Basic Pilot Program is discontinued.
- 16.3. CONTRACTOR shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this contract is being performed.
- 16.4. If CONTRACTOR obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, CONTRACTOR shall notify the subcontractor and the TOWN within three (3) days that CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the contract with the subcontractor if within three (3) days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. Except that CONTRACTOR shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. If the contract is terminated for any violation of this Section, Illegal Aliens as Laborers, the Contractor shall be liable for actual and consequential damages to the Town of Mountain Village.
- 16.5. CONTRACTOR shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking.

17. Right to Audit

At any time throughout the term of this agreement the Town shall be permitted to audit the Contractor's books related to the services performed under this Agreement to insure that the Contractor is complying with the terms of this Agreement and to ensure that residents are recycling according to Town laws. The Audit shall occur within forty eight hours of the Contractor receiving written notice of an audit request from the Town.

18. Insurance & Other Policy Requirements

On or before the start date of the contractual agreement between the Town of Mountain Village and Contractor, the Town must receive from the Contractor certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of all insurance policies applicable to the subsections of this paragraph.

The certificate of insurance provided to the Town of Mountain Village shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect during the entire term of this contract, and shall be reviewed and approved by the Town of Mountain Village prior to commencement of the Contract. No other form of certificate shall be used. The certificate shall identify the Contract and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The completed certificate of insurance shall be sent to:

ATTN: Finance Director
Town of Mountain Village
455 Mountain Village Blvd, Suite A
Mountain Village, Colorado 81435

The policies required by this paragraph shall be endorsed to include the Town of Mountain Village and Mountain Village's officers, agents and employees as additional insured. Every policy required above shall be primary insurance, and any insurance carried by Mountain Village, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

Failure on the part of the contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the Town of Mountain Village may immediately terminate the contract, or at its discretion Town may procure or renew any such policy or any extending reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town of Mountain Village may offset the cost of the premiums against any monies due to Contractor from the Town.

The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, agents, or its employees.

18.1. Indemnification. The Contractor shall agree to indemnify and hold harmless the Town, its officers, employees, and insurers from any and all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor of the Contractor, or any which arise out of any workman's compensation claim of any employee of the Contract or of any employee of any subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court

costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

- 18.2. **Insurance.** The Contractor shall agree to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the contractor. Such insurance shall be in addition to any other insurance requirements imposed by contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained to cover all liabilities, claims, demands, and other obligations assumed by the Contractor. In the case of any claims-made on the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- 18.3. **Worker's Compensation.** Contractor shall provide Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employer's Liability Contractor shall provide Worker's Compensation insurance to cover obligations imposed by applicable insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS disease-each employee. Evidence of qualified self-insured status may be substituted for the Workmen's Compensation requirements of this paragraph.

- 18.4. **General Liability.** Contractor shall provide General Liability insurance with the minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests' provision.

- 18.5. **Automobile Liability.** Contractor shall provide Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to each of the Contractor's owned hired or non-owned vehicles assigned to or use in the performance of services. The policy shall contain a severability of interests' provision.

20. Multi Year Contract

Contractor acknowledges that the services and payments set forth in this Agreement will extend beyond one calendar and budget year and that, therefore, payments for services rendered beyond the initial budget year in which services are commenced shall be subject to duly authorized appropriations approved by the Mountain Village Town Council. In the event funds necessary to pay for the services as contemplated to be performed by Contractor under this Contract are not appropriated, then Contractor and /or Town may terminate this Agreement without penalty or further obligation to the Contractor.

21. Default and Termination

Should either party default in the terms or conditions contained herein, and should such default continue after the non-defaulting party gives the defaulting party five (5) days written notice of such default and the defaulting party fails to cure such default within such period of time, this Agreement may at the option of the party not in default be terminated without any further notice except as set forth in paragraph 3 above or in the event of a Contractor default, the Town may impose a fine of \$100 a day on the Contractor until the default is cured. The parties shall thereupon be relieved of any further obligations under the terms of this Agreement, except for the obligation of the Town to remit payment to Contractor for all services properly rendered in accordance with this Agreement up to the date for such termination. All notices of default or any notices required under this Agreement shall be made in writing to the party entitled thereto by United States certified mail, first class postage, return receipt requested. Notice shall be

effective when deposited in the mail in such manner. All remedies set forth herein are not exclusive and each party shall be entitled to all remedies available at law or equity.

In the event that the Contractor is in breach of any Federal, State or local law or regulation it shall be deemed a breach of contract and in addition, the Town may take any other action against contractor outside of the terms of this Agreement as is allowed by law or equity.

22. Notices

All notices and other communications required or permitted to be given or delivered hereunder shall be in writing, and shall be delivered (a) personally, (b) by first class mail, certified with postage prepaid, or (c) by facsimile transmission, addressed to t deemed to have been delivered to and received by the addressee on the third day following the day on which such notice or communication was deposited in the United States mail. All notices and other communications delivered to a party personally, or by email with a receipt of transmission, shall be deemed to have been delivered to and received by such party on the date of such personal delivery or receipt of email transmission, if delivered before the close of business.

Town

Town Manager
Town of Mountain Village
455 Mountain Village Blvd, Suite A
Mountain Village, CO 81435
Email: kmontgomery@mtnvillage.org
Fax: (970) 728-4342

Contractor

Manager
Bruin Waste Management
P.O. Box 630
Naturita, Colorado 81422
Email: bruinwaste@aol.com
Fax:

23. Assignment

Contractor shall not assign this Agreement nor any of Contractor's responsibilities or obligations under this Agreement without the consent of the Town Council, which consent shall not be unreasonably withheld.

24. Entire Agreement

This Agreement constitutes the entire agreement between Town and Contractor. Paragraph captions herein are for convenience only and neither limits nor amplifies the provisions of this Agreement.

25. Binding Contract

The parties agree that the provision by the Town to its citizens of solid waste disposal services and recycling of recyclable materials are proprietary and not governmental. This Agreement shall therefore bind the Town and its successor governing councils, provided that nothing herein shall be construed to limit or interfere with the authority of the present or Council's successor to amend or pass new legislation pertaining in manner to refuse collection and disposal. This Agreement shall also be binding upon Contractor, its successor and assigns.

26. Non-Exclusive Contract

Contractor is not designated and appointed as the sole contractor for recycling or trash collection and disposal services for the Town and its citizens. However, during the term of this Agreement, the Town shall not engage services for residential refuse collection and disposal services or residential curbside recycling other than services of Contractor.

27. Legal Remedies

The parties agree that venue for all disputes arising under the terms of this Agreement shall be in the San Miguel County District Court. Either party who is aggrieved may commence a suitable proceeding for damages or any other remedy available to such party under Colorado law including a specific performance of the terms of this Agreement. The prevailing party in any such suit shall be entitled to an award of reasonable attorney's fees.

28. Independent Contractor

The parties agree that the Contractor shall carry out all of the terms of this Agreement as an Independent Contractor, and not as an agent, servant, employee, or partner of the Town. It is expressly acknowledged and understood by the parties that nothing contained in this Agreement shall result in or be understood as establishing an employer-employee relationship. Rather, the relationship created hereby is strictly that of client-independent contractor for all purposes. Contractor is not entitled to workers' compensation benefits and is additionally obligated to pay federal and state income tax on all moneys earned pursuant to the contract relationship created hereby. Contractor shall also be responsible for workers' compensation benefits and all other benefits and withholding taxes for its employees and such employees shall not, for any reason, be deemed employees, agent or servants of the Town.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

TOWN OF MOUNTAIN VILLAGE
A Municipal Corporation

ATTEST

By: _____
Laila Benitez, Mayor

Susan Johnston, Town Clerk

Approved as to Form:

James Mahoney, Town Attorney

Bruin Waste Management
A Colorado Corporation

ATTEST

By: _____
Chris Trosper, Manager

Fee schedule: The following fee schedule will be adjusted annually by the change in the Consumer Price Index for the previous 12 month period.

Residential Trash & Recycling

Flat rate bid per residential unit x 1 pickup/week	
-32 gallon refuse container	= \$19.47 / unit / month
-64 gallon refuse container	= \$22.90 / unit / month
-96 gallon refuse container	= \$27.75 / unit / month
Charge for garage side pickup rather than street	= \$10.83 / month
Minimum monthly service charge for Part-Time Residents	= \$8.75 / month
Opting Out while not in residence	
Bulk item pickup charge	= \$19.00 / pick up
Excess trash pickup charge	= \$16.60 / pick up
Excess corrugated cardboard charge	= \$15.84 / pick up
18-gallon recycling container x 1 pickup/week	= \$11.54 / unit / month
32-gallon recycling container x 1 pickup/week	= \$19.48 / unit / month
64-gallon recycling container x 1 pickup/week	= \$22.96 / unit / month
96-gallon recycling container x 1 pickup/week	= \$28.77 / unit / month
Electronic disposal/recycling	= \$see below / item/per pickup

Special Bulk Item pickup

E-Waste	
Television and Monitors <19"	\$65.00 per item
19"-32"	\$75.00 per item
>32"	\$85.00 per item
Printers/copiers/computers	\$25.00

All prices will have an additional administrative fee of 10% and a fuel surcharge. This surcharge will be based on the Rocky Mountain Fuel Index for the week's pickups are made. The fuel index can be found at <http://eia.gov/petroleum/gasdiesel/>

Fuel Price	Surcharge
\$2.923	-----
\$3.048	-----
\$3.173	-----
\$3.298	-----
\$3.423	1%
\$3.548	2%
\$3.673	3%



To: Town Council

From: Zoe Dohnal, Business Development and Sustainability Senior Manager

For: Meeting, July 16, 2020

Date: July 8, 2020

Re: Communications and Business Development Biannual Report

SUMMARY:

The department narrative for Business Development and Communications is broken out into three sections: communications and marketing, business development and community engagement, and substantiality. All program goals are broken out into key performance measures. This report summarizes how each measure was accomplished as of July 1, 2020 in comparison to the previous year over year and provides a brief summary of department focuses for the second half of 2020.

SECTION I: COMMUNICATIONS & MARKETING

PROGRAM NARRATIVE

Staff engages and connects with town constituents, businesses, visitors, community stakeholders and media through various tools to communicate all Town of Mountain Village (TMV) programs, events and news. Information is compiled, crafted and disseminated promptly to clearly communicate all TMV messaging. This department develops and implements TMV marketing strategies and manages the town's website, all digital and print advertising, social media channels and email marketing for 12 different town departments. Additionally, staff serves as the Public Information Officer for emergency management under the direction of the Police Chief and the Town Manager.

PROGRAM GOALS AND PERFORMANCE MEASURES

1. Prepare and stay within the department's approved budget, while actively seeking opportunities to optimize financial costs and maintaining a similar scope and community impact of work.
 - a. Year-end expenditure totals do not exceed the adopted budget while meeting all department goals.
 - Total budget for 2020 is \$397,300.00, this does not include any stimulus budget adjustment for Farm to Community (\$32,000.00) or business relief programs (\$107,500.00) or any line item reductions in response to Town's overall budget category (significant, major, or crisis). Spending as of July 1, 2020 is \$204,450.03, variance remaining is **\$192,850.**¹
¹TMV 2020 expense reports
2. Administer, maintain and manage consistent email marketing and media messaging for all Town of Mountain Village programs, projects, meetings and events.
 - a. Maintain a **5% increase** year over year (YOY) of volume of email correspondence sent, with an average open rate of **20%** and click-through rate of **3%**.



- A total of **97** email correspondence were sent as of July 1, 2020, an **increase of 14%** over the 85 emails sent as of July 1, 2019¹.
¹ *TMV Campaign Monitor account insights*
- The average email open rate for correspondence sent as of July 1, 2020 was **36.3%**, an increase from the 29.6% average as of July 1, 2019¹.
¹ *TMV Campaign Monitor account insights*.
- The average email click-through rate for correspondence sent as of July 1, 2020 was **6.2%**, an increase from 2019's 5.6% average over the same date range¹.

A digital communication response was initiated to keep the community informed of COVID-19 public health updates as well as federal, state and local resources. As email communication played a big role in reaching our constituents, a specific newsletter template for Mountain Village COVID-19 updates was created and implemented beginning March 23. As of July 1, 2020, 19 of these specific correspondences were sent, all with top open and click-through rates.

¹ *TMV Campaign Monitor account insights*.

Email Correspondence Highlights of 2020:

Mountain Village COVID-19 Update – March 25, 2020	48.4% open rate 8% click rate
Mountain Village COVID-19 Update – April 8, 2020	48.8% open rate 7.2% click rate
Dine out in Mountain Village	37.5% open rate 7% click rate

- b. Grow business, community and visitor email lists by **5% YOY**, specifically targeted to categorized interests to help drive engagement and segment audiences for better engagement.
 - Email subscribers totaled **7918** as of July 1, 2020, this is a **26% increase** from the 6236 subscribers as of July 1, 2019.¹
¹ *TMV Campaign Monitor account insights*.
3. Provide a timely and informed response to the public, staff and council to inquiries regarding town services, issues and complaints through personal contact, telephone and electronic media.
 - a. Positioning the communications department as the familiar contact for all public, staff and council inquiries by responding within 24 hours during the work week and by Monday for non-emergency weekend issues.
 - Inquiries are received through several platforms including the website's [Contact Us form](#), [COVID-19 questions form](#), [VCA RFP questions and comments form](#), individual phone lines and the general town line, direct and general marketing emails, social platform messages and thread comments on the Town's [Instagram](#), [Twitter](#), [Facebook](#) and [LinkedIn](#) accounts, as well as the [MVPD Twitter](#) and [MVPD Facebook](#) accounts. Town moderated groups such as [Village Court Apartments](#), [Mountain Village Voices](#) and the [Mountain Village Merchant groups](#) and external social media accounts and groups are also monitored, including [Telluride Sweet Deals](#) and [Telluride Sweet Rants](#), and responses are provided when appropriate and necessary.

Inquiry Highlights of 2020:
Website Contact Forms



During this year of uncertainty and fluid operations, the communications staff ensured the Town was positioned to be a resource of information. As of July 1, 2020, **99** website question submissions were received and promptly answered within 24 hours.¹

¹*Formstack submission history*

- 66 *Contact Us* submissions
- 27 *COVID-19* question submissions
- 6 *VCA RFP* question submissions

Social Media

Many social media users reach out with questions via Facebook or Instagram to ask questions regarding scheduling of events, parks and rec openings, Gondola dates, and SMC/Antibody testing questions.

- b. Serve as the Public Information Officer for emergency management under the direction of the Police Chief and the Town Manager, communicating all emergency messaging within 10 minutes of receiving.

- In the first half of 2020, we communicated approximately **89** public service announcements (PSA) across TMV platforms. This is a **700% increase** over the 11 sent over the same time frame in 2019. Instances include power and internet outages, gondola closures, road construction, etc. March-June, the majority of these items have been COVID019 related. In addition, more than **45** PSAs were shared from partner entities during emergency communication situations¹, a **28% increase** over the 35 sent in the first half of 2019. San Miguel County, CDOT and regional agencies are closely monitored for news and information Mountain Village constituents and followers will find important or useful.

¹ *TMV Sprout Social account cross-channel report*

- Communications staff member Kathrine Warren assisted the San Miguel County PIO as back-up in the COVID emergency operation center during the antibody testing process and has participated in all EOC logistics meetings in March through May.

- c. Manage ReadyOp communication system.

- ReadyOp subscribers total **1983** as of July 1, 2020. This is an **18% increase** over the 1678 as of EOY 2019.¹

¹*Westreg ReadOp Roster Summary* Note: There is no YOY comparison as Ready Op was initiated in the second half of 2019.

- ReadyOp sent **35** alert SMS and **39** emails as of July 1, 2020.¹

¹*Westreg ReadOp History Report*

ReadyOp Highlights

GONDOLA TO CLOSE TONIGHT (3/18/20)	Emailed 1287/Alert SMS 802
County testing to begin Saturday (3/27/20)	Emailed 1284/Alert SMS to 796
Smoke from Montezuma County fires (6/15/20)	Emailed 1309/Alert SMS to 859
Chip and Seal Road Construction (6/23-6/29)	Sent multiple targeted messages based on street address as project progressed.



4. Develop, create and execute campaigns to promote town-related amenities, events, programs, public works, policies and significant developments for 12 departments through all appropriate TMV channels (digital and print).
- a. Respond to all [internal departmental communication requests](#) within 24 hours during the work week and by Monday for non-emergency weekend issues and, depending on the scope, completing projects within 72 hours.

- As of July 1, 2020, **94** internal departmental communication requests were received and completed. This is compared to the **93** requests received over the same time frame in 2019
¹ Each request involves one to all of the following: social media creation and posting, eBlast creation and scheduling, press release creation and distribution, newspaper advertisement creation and placement, print collateral creation and posting, website event and/or blog creation, webpage creation or edits. ¹*Airtable MARCOM Project Tracker* Note: numbers are approximate because not all requests have gone through the project tracker.

- b. Grow all Town social media platforms (Facebook, Twitter, LinkedIn and Instagram) by a steady **5% increase** in posts and an average **20% increase** in followers YOY.

- As of July 1, 2020, twitter posts totaled **402**, an **36% decrease** over the totals as of July 1, 2019 total of 636. Facebook posts totaled **599**, a **5% increase** over the 2019 July totals of 572. LinkedIn posts totaled **36**, a **52% decrease** over the July 2019 totals of 75. Instagram posts totaled **108**, a **59% decrease** over the 2019 July totals of 264.

This brings the total volume of social media posts as of July 1, 2020 to **1,145**, a **25% decrease** over the YOY totals for July 2019 of 1,547. The decrease in post volume can be attributed to a shifted communication strategy to focus efforts more on town news, amenities and issues. In light of the COVID-19 pandemic, our strategy shifted again, and we spent much of April and May sharing content from other jurisdictions, primarily San Miguel County Public Health, and promoting fewer Mountain Village amenities and programs during this time. Additionally, with the cancellation of most events after March 14, our volume has decreased with fewer events and notices to release in conjunction with festivals/events. However, total social media followers increased over 20%, as shown below, and post link clicks **increased by 27.2%** over last year’s comparison period. This leads us to believe our followers find our content relevant and click to read more information. This could also be attributed to our new website which is better suited for social media integration. Overall, metrics support the Town’s decision to focus efforts and be a reliable source of information to the public during the pandemic, and beyond. It also

¹*TMV Sprout Social account cross-channel report*

- The total for social media followers across all TMV platforms as of July 1, 2020 was **10,875**, a **23% increase** over 2019’s YOY total of 8810 followers¹.

¹ *TMV Sprout Social account cross-channel report*

Social Media Highlights of first half of 2020:

Facebook

March 14 COVID-19 Gondola Changes	11,602 impressions
Gondola Graduation Ceremony	7,634 impressions
March 18 Gondola Closure	4,979 impressions

Instagram



Sculptfest Post	4,808 impressions
Summer Scenic Photo	3262 impressions
8" of snow	3225 impressions

Twitter

March 14 COVID19 Gondola Changes	14,591 impressions
March 18 Gondola Closure	6,350 impressions
Gondola opens for the summer	4,465 impressions

- c. Grow public relations outreach with a **20% increase** in press releases sent YOY, tracking publications and media reach.

- A total of **17** press releases were sent as of July 1, 2020, a **39% decrease** over the 28 sent in 2019's YOY comparison¹. As many local events (FirstGrass and Sunset Concert Series and town programming/initiatives (incentive programs) were halted or cancelled in 2020 in response to the pandemic, fewer press releases were generated and needed as of July. During Shelter In Place, email newsletters volume increased to share information from other jurisdictions through our channels.

However, we still saw **121 media articles mentioning the Town of Mountain Village** as of July 2020, a huge leap from 2019's YOY total of 47 media articles.¹

¹Airtable MARCOM Media Tracker

Media Highlights of 2020:

Forbes	5 Great Reasons to Ski Telluride This Winter
Telluride Watch	Beyond the bag ban
Business Insider	High School Graduation
CBS Channel 4 Denver	Reopening Colorado: Gondola Now Back in Service
Telluride Daily Planet	Restaurants Reopening
Telluride Daily Planet	Mountain Village lodging sector opens
Telluride Daily Planet	Mountain Village to consider selling VCA
Telluride Daily Planet	Mountain Village Market on the Plaza returns

- 5. Develop and maintain the Town's website with a focus on site navigation, responsive design and relevant information for website visitors.

- a. Launch the upgraded website with an improved search function and user-friendly layout.
 - The [upgraded website](#) was launched on November 25, 2019. Each department performed an in-depth website audit in December, providing edits for webpage content, documents and forms. All updates were implemented.

- b. Manage and oversee website content and development for all Town departments, driving traffic and maintaining website optimization with a growth visitation (website users) by **10% YOY**.

- As of July 1, 2020, the TMV website saw **52,779** users, unique visitors who come to the site. This is a **12% increase** from the YOY user count of 47,104. Website sessions, or visits, saw a **16% increase** over the YOY 2019 total going from 63,568 total sessions to **73,870** as of July 1, 2020.¹ Of these visitations, 84.2% were from new users and 15.8% were returning.²

Reference **Exhibit R-S**

¹Google Analytics townofmountainvillage.com Audience Overview



²Google Analytics townofmountainvillage.com Demographics

- c. Train a representative from several Town departments in the first quarter of 2020 on [Processwire](#) (the new content management system), so document uploads and simple edits can be made by in real-time.
 - A member of the Clerk's department is trained to assist in document uploads and minor edits. A member of the Planning department has been trained on document uploads as well.
- d. Create an online form capability for all current downloadable pdf forms currently on our website by end of year 2020.
 - Following the departmental website audit, **65** out of 100 website forms have been converted into an online form per the department's preference.¹
¹*Airtable Website Audit Database*
 - Additionally, the Town has helped several internal departments adapted to the work from home structure through the use of online forms. This creates a touch free and more efficient process.
 - The Town has also assisted a handful of external entities to help streamline their processes through online form and data management systems in 2020.

Online Form Highlights of 2020:

[Mountain Munchkins Daily Staff and Student Health Screening Form](#)

[VCA Lease Renewal Form](#)

[San Miguel, Telluride and Mountain Village Field Service Registration Form](#)

[Short Term Rental Verification Form](#)

6. Develop and drive marketing strategy for the retention and growth of the Town's broadband customers.
 - a. Refine the Broadband customer database for more targeted marketing efforts.
 - The Broadband department has provided an up-to-date and refined customer list for communication efforts. Contact information will be updated on a regular basis at the discretion of the Broadband department.
 - b. Assist the Broadband department and Broadband consultant Uptown with development of the communication and marketing campaign for Town's Broadband and Cable including messaging of new fiber and cable options and costs.
 - As fiber and cable options and costs are set and available, the communications team has assisted with resident door hangers, website updates and direct email marketing campaigns.

LOOKING INTO THE SECOND HALF OF 2020

As the past six months have shown, 2020 has provided us with many unexpected challenges and our department will continue to be ready to adapt and respond to the continuing pandemic acting as the town's Public Information Officer. We will continue to grow social media follows and effectiveness. We will continue to provide concise, targeted messaging to help keep our subscribers, followers and users informed. Our message will remain focused on supporting the health and safety of our community and also assisting our local economy.



SECTION II: BUSINESS DEVELOPMENT & COMMUNITY ENGAGEMENT PROGRAM NARRATIVE

Staff creates, implements and manages vitality efforts to organically drive Mountain Village's economic development, including, but not limited to, Market on the Plaza, special events and plaza use. An active Mountain Village center, community vitality, regional cooperation, and community resiliency are all achieved by managing and administering town programs, events, policies, outreach and regulations. The focus is to engage the community at-large, fostering relationships and offering Town expertise and resources when necessary. In response to the economic hardship brought on by the COVID-19 pandemic, attention has gone to planning for potential impacts to local businesses, helping with the strategic allocation of resources to aid in recovery, and guiding communication around specific decisions and actions.

PROGRAM GOALS AND PERFORMANCE MEASURES

1. Manage the quarterly meetings of [Business Development Advisory Committee \(BDAC\)](#), which shall advise and make recommendations to Town Council on matters related to economic development.
 - a. Set the BDAC meeting dates, agendas and packets as necessary.
 - Currently BDAC meeting dates are set for 11:00 a.m. to 12:00 p.m. every other Tuesday. The next meeting will take place July 21. As of July 7, the BDAC committee has had 12 meetings this year in order to stay on top of business relief and assistance opportunities.
 - b. Focus meetings on additional enhanced vitality efforts, economic development incentives through state and town resources, current business climate, business attraction and retention, marketing opportunities and other initiatives that may promote economic development.
 - Given the complexities facing the Town of Mountain Village and the local business community, the committee is working to prioritize any feasible project Town Council deems effective in assisting local businesses in a fiscally responsible way.
 - The 2020 workplan quickly shifted in March to focus on a response to the economic effects of COVID-19.

BDAC Highlights of 2020:

Mountain Village business communication guide and assets	<i>TMVOA collaboration</i>
Village Center outdoor enhancement and dine-outside	<i>TMVOA collaboration</i>
Customer Incentive Program – weekly Sunset Stroll event	<i>TMVOA collaboration</i>
Marketing Assistance Fund	
PPE inventory shortage assistance	

2. Develop, maintain and advance relationships and collaborations between businesses and the Town, helping them navigate government policies and processes.
 - a. The development and management of a comprehensive business database, including up-to-date business amenities/offering, media/information channels and contact details.
 - A dynamic database of **166** Mountain Village center business^{1,2} is used to track annual one-on-one check-ins, as well as keeping up-to-date contact information for each business entity. The data is constantly updated through business interactions, a [business directory](#)



[submission form](#), and semi-annual cross checks with the TMV MUNIRevs business license system.

¹*Airtable Mountain Village Business Directory Database*

²*Mountain Village MUNIRevs*

- b. Annual one-on-one check-ins with individual business owners, as well as responding to all inquiries within 24 hours during the workweek and by Monday for non-emergency weekend issues.
 - As the Town's business development representative and point-of-contact, Zoe Dohnal has been attentive to the needs of all local businesses, preemptively reaching out to business as well as responding to all inquiries well within 24 hours. During the uncertain times of COVID-19, businesses requested more one-on-one explanations for federal, state or local economic programs and health orders. As of July 1, 2020, **121** out of 166 business received a one-on-one check in.¹ In addition, consistent communication has been provided to all Mountain Village business license holders providing federal, state and local funding resources, information and other assistance.
 - c. Maintain constant communication with TMVOA and TSG to understand collaboration opportunities and planning efforts.
 - Attending TMVOA board meetings maintains a constant stream of communication with both entities. In addition, attendance at the county's Economic Recovery Committee allows for the timely updates from all key regional business sectors and municipalities.
 - d. Attend monthly TMVOA hosted [merchant meetings](#).
 - The Town's business development representative has attended all 2020 TMVOA merchant meetings and provided a current TMV update to all participants.
3. Create and maintain a user-friendly and robust [online business directory](#) through the improved Town of Mountain Village website.
 - a. Directory mimics wayfinding business categories, additional filters are offered for a targeted search. Each listing comprises an eye-catching photo, business summary, contact information, hours of operation, menu (if applicable), location and links to any appropriate external sites.
 - **162** Town of Mountain Village business are represented on the online business directory¹. These are businesses who are located on the [wayfinding business directories](#) as well as any business who holds a Town of Mountain Village business license and submitted the [business directory submission form](#). This form is sent to business license holders multiple times throughout the year. It can also be found on the [Town's business license webpage](#).
¹*TMV ProcessesWire website backend business list*
² *TMV Campaign Monitor campaign history.*
 - The newly launched [Dine-Outside webpage](#) also offers another user-friendly platform to drive business to our local restaurants with an average of 120 unique visits a day.
¹*Google Analytics townofmountainvillage.com Page Overview*



4. Create, implement and manage [Market on the Plaza](#), [special event permitting](#) and [plaza use](#) contracts, continuing to grow permitting revenues and Market sales tax revenues.
 - a. Maintain a **10 % growth** in Market on the Plaza revenues YOY.
 - In response to the current pandemic, the Market on the Plaza prioritized the health and safety of vendors and visitors. In order to do so, vendor selection was limited to 24 participants, compared to the 38 of 2019. Despite the 36% reduction in vendors, June sales only **decreased by 14%** over last year and the average June sales per vendor went from \$229.81 to \$311.68, a **36% increase**. Total revenues **decreased by 25%** when looking at the comparison period of 2019, encompassing application and booth fees, fines, and sales tax collection¹.
¹*Airtable Market on the Plaza Revenue Tracking*
²*TMV revenue reports*
 - b. Maintain executed three-year plaza license agreements (PLA) with a 100% completion of new/renewal requests.
 - All 2020 new/renewal requests were executed, including **3** active long-term plaza license agreements and **2** busking agreements. With a total of **42** active agreements in 2020.^{1,2}
¹*Airtable Plaza Use Application Tracking*
²*PaperVision Contract Management*
 - c. Responsibly grow plaza vending permits in line with demand, focusing on summer vending.
 - As of 2020, the [Plaza Vending Committee](#) as received no additional vending cart applications. The Town is working with current vending carts who are experiencing staff and resource hardships. Contract commitments remain flexible throughout the summer.
 - d. Grow special event permitting by **10%** annually. Creating a streamlined approval process and marketing Mountain Village as an event destination.
 - As of July 1, 2020, TMV permitted **26** special events, this is a **18% decrease** over the **32** permitted events through July 1 of last year¹. At this time, many events are working on how and if they can operate and maintain financial stability given state health restrictions and in turn canceling for the year.
¹*Airtable Special Event Application Tracking*.
5. Continue implementation of strategic signage and wayfinding program for the Town of Mountain Village, working to maintain wayfinding design standards throughout all aspects of Mountain Village communication.
 - a. Manage summer and winter wayfinding business directory updates.
 - The wayfinding directories are updated bi-annually for the [summer](#) and [winter](#) season. Directory listings are cross checked through Munirevs business license listings, the Airtable Business Directory database, and direct outreach to business license holders.
 - b. Continue to incorporate wayfinding design in all internal and external communication and marketing collateral when appropriate.



- The comprehensive wayfinding design guide is referenced in the creation of any applicable communication collateral. As additional signage was needed this summer to educate the public on new operations, regulations, and in certain situations, take the place of staff interactions, wayfinding signage was incorporated in a broader sense.

Signage Highlights

- 5 commitments of containment and mask ordinance
- Gondola operations and line expectations
- Dine-outside operations
- Market on the Plaza rules and regulations

6. Offer three to four Lunch and Learn events annually to business owners and/or the community-at-large, offering relevant educational and developmental opportunities.
 - a. Work with TMV departments and external experts to provide quality information to the public/business owners, fostering educational opportunities and growth.
 - In 2020 thus far, **1** Lunch and Learn was provided to TMV merchants and constituents. By leveraging the ongoing partnership with [Region 10](#), the Town utilized experts to provide a workshop through the Small Business Resource Center (SBRC) on how to start a business in Colorado. As resources shifted, Town staff partnered with the Telluride Foundation in encouraging business owners to take part in their weekly seminars through the [Western Slope Business Recovery Group](#) related to recovery in the time of COVID-19.
7. Continue to assist merchants by utilizing Region 10 and Colorado's West Central Small Business Development Center (SBDC) resources.
 - a. Attend Region 10 board meetings and utilize SBDC resources when assisting local businesses.
 - While on the Region 10 Board, Zoe Dohnal attends monthly meetings providing updates and positioned to assist in Region 10's regional efforts and utilize the organization's tools to the benefit of the Town.
 - The SBDC consulting services have been recommended to our local business in need of financial, marketing or resource guidance.

LOOKING INTO 2020

Through BDAC, staff will continue to react and adapt to the fluid economic environment and create relief programs and assistance as needed. Staff will participate in all relevant economic recovery and merchant meetings, as well as remain in constant communication with our businesses owners to stay abreast to all timely information.



SECTION III: SUSTAINABILITY

PROGRAM NARRATIVE

Staff manages an action-driven [Green Team](#) (GT) and oversees implementation of the TMV's [sustainability efforts](#). Additionally, staff oversees TMV's Green House Gas (GHG) inventory reporting and works with various departments to apply recommendations in order to reach the Town's zero-waste goals.

PROGRAM GOALS AND PERFORMANCE MEASURES

1. Prepare and stay within the committee's approved budget while actively seeking opportunities to optimize financial costs and maintaining a similar community impact of work.
 - a. Year-end expenditure totals do not exceed the adopted budget while accomplishing the annual committee workplan.
 - Total GT budget for 2020 is \$50,000, current spending as of July 1, 2020 is \$18,040.37, variance remaining is **\$31,959.63**.¹
¹ *TMV 2019 expense reports*
2. Serve as the Town representative on regional sustainability groups including Carbon Neutral Coalition, Sneffels Energy Board and Green Team.
 - a. Attend monthly meetings to update regional organizations on TMV's sustainability efforts. Contribute to regional efforts when appropriate.
 - As of July 1, staff attended all Green Team meetings, as well as the subcommittee meetings for the [Community Clean Up Day](#), [Compost](#), and [Plant over Plastics](#) initiatives. Staff also participates in [Carbon Neutral Coalition](#), [Sneffels Energy Board](#), and the [Telluride Ecology Commission](#) when requested or appropriate.
 - As staff time has become more limited due to more responsibilities brought on by the pandemic, meeting attendance will only be on an availability basis for the remainder of the year. Staff will still act as the Town contact for any questions or procedural clarifications.
3. Manage Green Team agenda and committee meetings.
 - a. Work with Green Team committee chair and Clerk staff to set meeting agendas.
 - As of June, this responsibility has been taken over by the committee chair. Staff provides suggestions when necessary.
 - b. Ensure all efforts are in line with the yearly workplan focusing on three attainable goals which ultimately reduces TMV's greenhouse gas emissions.

Workplan Highlights of 2020:

In-home composting unit

Planet over Plastics Coalition – Market on the Plaza booth

GHG reporting and data collection with [Lotus Engineering and Sustainability](#)

[Green Tips program](#)

4. Assist in directing and facilitating the Town's sustainability efforts, offering Green Team staff support.
 - a. Help in the execution of TMV sustainability efforts.

Sustainability Staff Support Highlights of 2020:



- [Farm to Community](#) program facilitation, serving 85 families (174 people) distributing a weekly CSA share for 23 consecutive weeks.
Engaging in all aspects of GHG reporting with Lotus, analyzing all data point and sources.
5. Exhaust incentive funds for all Town incentive programs including, compost, solar, cedar shake, defensible space and farm to community program. Additionally, educate constituents on fee waivers for smart building and deed-restricted housing incentives.
 - a. At this time all incentive programs, except for the farm to community program, have been paused in response to Town’s pandemic budgetary adjustments.
 6. Maintain efforts to reach the Town’s greenhouse gas (GHG) reduction targets as more than a **26% reduction** by 2025 by overseeing GHG inventory reporting for the Town government, Mountain Village community, and region. Look into utility consumption, waste, flow, sources and efficiency and work with various departments to apply improvement recommendations.
 - a. Work with the Public Works department to ensure monthly data tracking in order to access real time energy use.
 - Staff has provided Lotus with required data for the 2019 report. They will train on the excel reporting tool and provide data monthly for 2020.
 - b. Use consultant recommendations to set departmental environmental goals.
 - The 2019 Town’s corporate GHG report will break out GHG emissions by department. This will help guide departments in their inefficiencies and provide recommendations on environmental goals for 2020.
 - [Lotus Engineering and Sustainability](#) began collaboration with staff for the collection 2019 data for the corporate and community GHG reports under the Global Convent of Mayors reporting standards. Already these efforts have educated staff on better ways to collect and organize data. Lotus has also provided a compressive excel spreadsheet to input data and receive real time GHG emission analytics, as well as forecasting potential for future emissions.

LOOKING INTO 2020

Staff will continue to assist the Green Team in a limited capacity, focusing on communication efforts and Town procedures. The Farm to Community program will continue to operate through staff facilitation and volunteer support. In partnership with Lotus, staff will also oversee GHG reporting and data collection.



**TOWN OF MOUNTAIN VILLAGE
TOWN MANAGER
CURRENT ISSUES AND STATUS REPORT
JULY 2020**

1. Great Services Award Program

▪ **Great Services Award Nominations – JUNE**

- **Brett Button, Cory Cook, Caley Davis and Brad Wilson**, nominated by Zoe Dohnal and JD Wise, these guys have been rock stars and an integral part in the plaza enhancements and lighting. Without going into all the details, they were able to take whatever was thrown at them and find a work around to make all the furniture look and function great. We cannot express our gratitude for their perseverance and patience. Every single thing that came in for plaza enhancements needed modification to make it work in the field, and there's not a problem that comes up that these guys can't fine a workable solution for.
WINNER FOR JUNE
- **Dawn Katz and Mountain Munchkins staff**, nominated by Susan Johnston, they are being pulled in so many ways. Dawn has been able to keep her key staff through all of the COVID issues and the reality is that they are putting themselves at risk everyday with other people's children providing a critically needed service for the community. Her staff have shown a true devotion to the job that they do.
- **Julie Vergari**, nominated by Susan Johnston, she is behind the scenes but is cranking out all of the budget information as well as dealing with the everchanging needs in this COVID reality. She facilitated an unprecedented virtual audit, provides COVID data and is now jumping into 2021 budgeting.
- **JD Wise**, nominated by Finn Kjome, he really has stepped up by participating in the BDAC committee, pushing hard to implement all the new ideas for the business community as well as doing all of this with reduced staff.
- **Jim Loebe, Rob Johnson and Lori Britt**, nominated by Christina Lambert, they are SO short staffed right now that they are personally having to work the front lines. They are non-stop and yet they keep on going. They really deserve this award!
- **Zoe Dohnal**, nominated by Michelle Haynes, communications, village center vibrance, special events, BDAC and farm to community program. She was nominated before but didn't get the win because it was during the construction monitoring period and Drew was the winner. She has been working double duty, including helping the County with their forms.

2. Broadband

- Update provided in the bi-annual report at the June 9, 2020 Special Town Council meeting

3. IT Updates

- Updates provided in the bi-annual report at the June 9, 2020 Special Town Council meeting

4. COVID-19

- Continue Monday COVID-19 Director's meetings with Mayor and Mayor pro-tem participating to provide information and updates

- Attending Wednesday COVID-19 special and regular San Miguel County Board of County Commissioners meetings (BOCC).
- Continue Monday Manager's check in meeting including San Miguel County, Town of Telluride, Ophir and Norwood
- Continue attending bi-weekly special and monthly regular TMV Town Council meetings to address any and all issues related to COVID-19 and any other agenda items necessary
- Attending weekly Town of Telluride special meetings
- Attend the weekly Economic Recovery Committee to discuss emergence and recovery from the COVID-19 pandemic

5. Status of RFP for Legal Services/Town Attorney

- The deadline for preliminary letters of interest from respondents to the RFP and applicants for the Town Attorney position was June 6, 2020
- We received six letters of interest from five Colorado firms for the RFP and six applications for the Town Attorney position
- Questions relating to either were due June 6, 2020 and I received only one which was answered and forwarded to all interested potential bidders
- As a reminder, below is the timeline for the RFP and Town Attorney position:
 - June 15, 2020 Issue Request for Proposal
 - July 6, 2020 Deadline for Statement of Preliminary Interest
 - July 6, 2020 Deadline for Questions
 - July 13, 2020 Q & A Posted
 - July 24, 2020 4:00 p.m. Deadline to Submit Proposals & Opening of Proposals
 - Week of July 27, 2020 Review Proposals Check References
 - Week of August 10, 2020 Town Council and Staff Interviews
 - August 20, 2020 Town Council Selection of Attorney or Firm
 - September 1, 2020 Execution of Agreement or Hire of Town Attorney

6. Miscellaneous

- Met with the Employee Development Committee (Patrick Berry was not in attendance) and the Budget and Finance Committee to develop recommendations for leave of absence employees for Council consideration at their July 9, 2020 special meeting
- Offer was made and accepted for the Human Resources Coordinator position. That department is now fully staffed



**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

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

Item No. 12

TO: Town Council

FROM: Michelle Haynes, Planning and Development Services Director, Luke Adamson, Property Manager & Finn Kjome, Public Works Director

FOR: Meeting of July 16, 2020

DATE: July 6, 2020

RE: Village Court Apartments Update, July

Introduction

During the budget worksessions, Town Council requested monthly check-ins regarding Village Court Apartments (VCA).

Village Court Apartments Update

Finn Kjome, Public Works Director has been assisting at VCA as it relates to assessing maintenance, repair and personnel.

General Information. The parking lot chip seal project is complete. Parking lot striping is scheduled to occur within the next two weeks.

2020 Work Plan. Village Court Apartments continues to implement the 2020 work plan as able, including and not limited to the following:

- Sidewalk safety repair. We intend to complete another section of sidewalk recently identified, in August.
- Deep cleaning and acid wash of concrete and exterior hallways of buildings 1 through 9. Buildings 1-7 completed. Buildings 8-9 completed.
- Migration to cellular / internet based alarm system is in progress. (Our alarm system was previously based on centurylink land lines which with the transition to a cellular based system, provides cost savings and a more reliable alarm notification system).
- VCA Capital Reserve Study. 80% complete.
- Roof repair identified with drone flight. Roof repairs are in process and almost complete.
- Grills. We identified six grill locations. Grills are being ordered. We will begin installation as soon as grills are received.
- VCA Resident Satisfaction Survey is completed, and shared as exhibit A. to this memo.
- Superior Alarm inspections were complete last week of June for every building at VCA.
- The Excel Fire Suppression Inspection was completed in June.
- Irrigation has been turned on. Landscape maintenance is delayed due to staffing limitations.
- Our next monthly community clean up day is scheduled for mid-July.

Projects moving forward yet with undetermined completion projections due to staffing limitations and delays due to COVID:

- Common area lighting project – Buildings 8 & 9 are complete. As time allows maintenance staff is working on this project.
- Programmable Thermostats – These are being installed in vacant units as they turn over. We will begin to install in otherwise occupied units beginning in mid-July.
- Cubby doors
- Parking enforcement software – suspended the research and expense

Miscellaneous COVID-19 related updates

- We are re-advertising for the maintenance manager position. Our last candidate who accepted the position, to begin on July 6, 2020, had emergency family issues and will not be accepting the position after all.
- We have approved ten hardship applications to date.
- We have 178 people on the wait list down from 180 last month.

/mbh



**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**
455 Mountain Village Blvd.
Mountain Village, CO 81435
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Village Court Apartments Resident Satisfaction Survey - Summary

INTRODUCTION

In cooperation with the VCA Resident Committee, staff launched the VCA resident satisfaction survey in mid-May and closed the survey on June 19th consistent with the Mountain Village Housing Authority 2020 Workplan. We received 27 responses. A link to the active survey data can be found [here](#). Below is a general breakdown in category and type of survey question. The comments are unfiltered in most cases, but generally grouped under COVID-19 response because they were so similar and consistent.

AVERAGE RATING RESPONSES

Question	Average Rating
1 – not satisfied 5 – very satisfied	
How satisfied have you been with VCA's response to Covid-19?	4.4
How satisfied are you with VCA Management?	4.1
How satisfied have you been with the TMV response to Covid-19?	4.0
How satisfied are you with your overall living experience at VCA?	3.9
How satisfied are you with the cleanliness of the VCA hallways and laundry room?	3.6
1 – not very concerned 5 – very concerned	
How concerned are you about rent increases in the future?	4.0
How concerned are you about the safety of your apartment?	2.5
How concerned about parking lot safety/walking through the parking lot at night?	2.4
How concerned are about safety in the hallways/entrances of the buildings?	2.4
1 = not very often 5 = very often	
How often are you able to find parking near your building?	3.8
1 – strongly disagree 5 = strongly agree	
Do you think more upgrades/amenities will justify rent increases in the future?	2.9
1 – very unhelpful 5 – very helpful	
How helpful have you found VCA's response to safety measures related to Covid-19 in your particular situation?	4.4

TOP 10 PRIORITIES RESPONSES

Of the survey respondents, the top twelve (12) priorities are listed below in descending order. . . The list of priorities was provided by the VCA Resident Committee to receive resident feedback as part of the survey.

- 1) Public Wi-fi
- 2) More quiet hour signs on the grounds
- 3) Monthly Clean Up Days
- 4) Designated place for visitors to park
- 5) Improve bike rack and locations
- 6) Formal Path down to the new parking area behind the basketball court
- 7) Additional trash house in front of 8 & 9

- 8) Lids on dog waste cans
- 9) Ball rack installed near basketball court
- 10) Parking Lot charging stations
- 11) Garden/hanging baskets program under buildings 11,12, & 14
- 12) Emergency phone/lights installed

A LIST OF AMENITIES OR UPGRADES NOT LISTED THAT YOU WOULD LIKE TO SEE.

Below is a free form list of survey responses regarding amenities or upgrades residents would like to see. There was little redundancy in responses except where noted.

- Common BBQ grills (2 responses) grill with a provided propane tank on the deck by building 10, upgrades to playgrounds (2 responses), family areas for exterior living.
- Patio/porch areas outside in the sun for buildings 2 especially
- More decks, small boat storage (kayaks, canoes, sup), discounted cable internet, pesticide free landscaping, composting, security cameras in lieu of lights/phones.
- More handicap spaces, improvement to building entry doors
- Option for additional parking pass (with fee of course)
- Storage units outside of apartments
- Locks on the front doors of the buildings
- Having the option to install plumbing and a stackable washer/dryer if the rent is going to be increased because I am not paying for electricity in my 2 bedroom unit. Balconies installed in building 8 and 9 off the living rooms
- Credit card operated laundry machines
- Cameras on the parking lot. My car has been hit twice now and no one left info.
- New windows on older buildings
- More no smoking signs near the studio area walkways
- Inside apartment doors upgraded
- Carpet change with reasonable advance notice, upgrade blinds, resurface tubs and showers, racks for skis outside of the unit, sweep the parking area and covered parking weekly
- Regulation regarding car stereo noise upon entering the VCA driveway. Culvert redesign/cleanup. A direct link to public safety officers to report property abuses of behavior and noise. Noise on deck past 10 pm is a nuisance, I'd like to be able to report these abuses efficiently without having to bother the county sherriff's office and wait 30-40 minutes for someone to arrive. More installation of wifi access points closer to buildings 11-14. An additional dog poop bag station at the bottom of the gondola stairs. Incentivize community cleanup. Cultivate common respect and civic pride.
- Pool
- Jacuzzi

TOP THREE THINGS YOU LOVE MOST ABOUT LIVING AT VCA IN ORDER HIGH TO LOW

Top Things You Love About Living at VCA	Responses
Location, access and convenience	23
Affordability	12
Views	6
Community, good neighborhood/family oriented	6
Nice well-maintained apartments	6
Peacefulness	2
Housing Security/reliability	2
Everything	2
Laundry in the units	1
Ski Access	1

WHAT ARE THE TOP 3 THINGS YOU WOULD LIKE TO SEE IMPROVE AT VCA?

These are singular responses except where noted.

Exterior

- Grounds/landscaping/flowers and exterior maintenance (3 responses)
- Install BBQ grills (2 responses)
- Cleanliness (2 responses)
- Ice removal
- Public wi-fi
- Covered safe storage for bikes
- Balconies off of buildings 8 & 9 and a general comment about decks on the units (2 responses)
- Daycare access moved
- Softer lighting at night outside buildings
- Roof
- Improve dog park
- Ski in and out
- Access to trash enclosures

Interior

- In unit washer and dryer hook up for 2 bedroom units
- Better insulated windows
- Operable windows
- Address squeaky floors
- Cleanliness (2 responses)
- Sinks with detachable spray nozzles
- Thicker walls

Common Areas

- Laundry room upgrades/cleanliness (2 responses)
- Entry doors
- Washing machines
- Nicer hallways and common spaces
- Quieter common spaces
- Security coded doors on the front of common hallways
- More storage
- Playground improvements

Management

- New manager/better trust of management (2 responses)
- Online rent pay fee reduced
- Rule enforcement
- Noise regulations
- More visual patrolling by police and public safety
- Enforce dog waste clean up – esp. near the ski slope
- Cameras
- Credit card option to pay for laundry
- Glass recycling

Maintenance

- Quicker response to maintenance requests

General

- Town council stop micromanaging our lives

- Respect for residents from town and all staff
- Internet in lieu of cable
- Nothing (2 responses)
- Housing prices

MANAGEMENT RELATED QUESTIONS

How could we improve your experience with VCA Management staff?

These are singular comments from all respondents.

- No improvements needed at this time. Management has been great (3 responses)
- Communication is improving. A neighbors helping neighbors forum seems like a logical next step. Over the years I have received unsigned notes outside my door voicing no relevant complaints. I discard those yet an issue such as digs in building 12- I feel sensitive to this issue and have been denied the pleasure of a dog. A relevant issue-suddenly building 12 is a dog building and these are clearly not service dogs. Parking and handicap parking has gone to non-qualified residents and led to more notes! It divides tenants. Looking for solutions !
- Housing price (Not affordable for a mountain village employee)
- We feel like some decisions are made and very little background or explanation into why the decision was made if ever offered. But overall, you do a great job managing the different personalities at VCA. It's not a job I could do
- Cleaning snow walker after snow. From Cecilia here it is a disaster with snow sidewalks
- Be more un top of the Token machine
- Communication and responsiveness via Resident Committee. Even if we can't meet in person it would be great to do a Zoom or such
- More diverse community events
- Have a manager that is willing to listen and not give attitude when trying to address a problem or situation.
- I feel like now that Luke is in charge the experience will be somewhat better. I just felt there were certain things that didn't happen as they should have with [the former manager]
- Faster response to fire alarms
- Having a more open mind when tenants have concerns, questions and requests. Especially pertaining to needing new appliances and having things fixed or replaced
- Have more information online- lease, renewal, rent, etc. Lower the cost of paying rent electronically- the fee is too high
- under [prior manager's] leadership i have lived in constant fear of losing my apartment. I have felt many times that vca was looking for an excuse to kick me out. I was falsely accused of things that took substantial time and money for me to prove my innocence and never received an apology. no tenant should have to live in constant fear. it is appalling how vca has been run. I do not feel I can trust management and do not feel they have ever had my best interest in mind; in fact, quite the opposite. the only reason I have not pursued further action and publicity on this is that i still constantly fear losing my apartment, though i pay rent on time and follow all rules and always have
- Communication
- Don't be so cheap about fixing broken things due to normal wear and tear
- I would encourage at least one staff member to do a daily (walking) assessment of the entire property, noticing things like illegal parking, litter, reckless dumping of used furniture, generic disorder of VCA property, conditions of property features, illegal

storage of items on building stairwells and decks, etc. I just want to know there is someone actually connected to the property as a conscientious manager/leader

MAINTENANCE RELATED QUESTIONS

Has maintenance entered your apartment to complete work within the last 12 months?

Yes 74%

No 25%

Were you satisfied with the work?

Yes 85%

No 15%

Was the work completed in a professional and timely manner?

Yes 82%

No 17%

How can we improve your experience with VCA maintenance? *There was little redundancy in responses below unless where noted.*

- No complaint, maintenance is great (5 responses)
- Online request
- Portal for work orders
- Management social and professional skills
- More quality jobs
- Grounds and exteriors need better care
- The baseboard/drywall was damaged while replacing flooring never was repaired.
- Would like to see things assessed and fixed/replaced in a more fair manner. Instead of looking at replaced timelines
- There is not enough staff to keep up with all the improvements, etc. More staff needed I'm afraid to ask them to fix all the broken things, they say its not allowed
- Address property cleanliness more often. I am happy to contribute energy to cleaning my immediate space, limited parking lot space, etc. But I'd like to see better attention given to litter, noise pollution, common space disturbances, carelessness of residents and general maintenance of these common spaces

COVID 19 RESPONSES

Please give an explanation of why you found VCA's response and safety measures relating to Covid-19

General summary:

Good communication, witnessed enhanced cleaning, appreciated the rent waiver.

STAFF ANALYSIS AND REVIEW

Overall, the residents who responded to the survey were satisfied with VCA management, VCA maintenance and the town's Covid-19 response.

Primary talking points include the following:

- 1) The VCA residents' value the free wifi and would like it enhanced.
- 2) The VCA residents would like both snow removal in the winter and landscaping improved in the summer.

- 3) Staff can look at the resident priorities and comments and incorporate requests into future work plans.
- 4) Some items can be immediately addressed.

The largest assets expressed by residents are the location (including walkability and access), affordability then a three-way tie between views, community and nice well-maintained apartments.

/mbh



Telluride Regional Airport Authority

Town of Mountain Village Update

July 16, 2020

Airport Highlights

- ▲ Airline Update
 - Denver Air Connection (DAC)
 - 1 Daily Flight to DEN - resumed June 27th.
 - CFA continues to evaluate and enhance additional flights and airlines into TEX.

- ▲ Financial Update – TEX is maintaining financial performance within the approved budget. TRAA is a 100% self-sustaining operation.

- ▲ Airport Authority – Town of Mountain Village Appointees:
 - Richard Child – Vice Chair
 - Gary Bash – Finance Committee
 - Tom Richards
 - Banks Brown – Alternate

<u>Airport Statistics: January – June YTD</u>	TRAA 2020	TRAA 2019	Percent Change
AIRCRAFT OPERATIONS			
General Aviation:	4,762	4,746	0.34%
Airlines:	334	728	-54.12%
AVIATION FUEL SALES (GALLONS)			
General Aviation:			
100LL AvGas:	9,292	10,567	-12.07%
Jet-A	287,359	261,577	9.86%
Airlines:	1,245	15,914	-92.18%
Total Fuel:	297,896	288,058	3.42%
 GA Passenger Enplanements:	 5,783	 8,247	 -29.88%
 Airline Enplanements	 2,012	 1,718	 17.11%

FAA Report: KTEX Air Carrier Enplanements during the 2019 Calendar Year = 5,519 pax

*Denver Air Connection partner with United Airlines and operates a Dornier 328Jet - 30 passengers



Mountain Village Green Team

2nd Quarter Report

The Goal for the Team is to work the following items to completion.

1. COVID-19 Workplan

The team has decided to utilize the 2008 Zero Waste Plan (attached). Each member of the team has been asked to select three actionable items that they would like to see accomplished this year. The items that receive the top three votes will be the items that we develop specific plans for.

2. Community and Government Greenhouse Gas Report and Climate Action Plan

We had a great meeting with Lotus Engineering in May. Prior to the meeting, they presented the team with a survey on strategy prioritization. An interesting discussion took place and they were able to flesh out details for the team to begin creating a Green House Gas Reduction program.

Because staff support was cut after our May meeting, the Chair and Vice-Chair shall be copied on all communication with Lotus Engineering. This will be shared with the entire Green Team to develop additional strategies.

This program was paid for with 2019 funds and work will continue.

Lotus will present the Climate Action Plan at the July Green Team meeting.

3. Regional Greenhouse Gas Report and Programs

EcoAction Partners worked with Staff and Lotus Engineering to coordinate existing data. This will help develop the Climate Action Plan (mentioned above).

4. Mountain Village Clean-Up Day

We are planning on having a no-cost, socially distanced event. We would also like to coordinate with the Town and TSG to plan for a common day next year.

All Council and staff members are invited to participate in future meetings and to be part of the event.

The date for this year's event is August 22nd

5. Composting Program

16 units have been ordered and 6 have arrived and are reporting data. COVID-19 delayed the shipment of several units. All data tracking, problem-solving, and training are being managed by Jonathan Greenspan.

We are also looking to set up an email chain/phone tree for questions or issues that users may have.

129.27 pounds have been diverted from the waste stream as of July 9th. Some units have been experiencing quality control issues which we hope to have resolved soon.

6. Voluntary Single-Use Plastics Resolution Implementation and Education

We are working with County and Grace Franklin looking at a new policy of reductions of single-use plastics during COVID-19.

We are also working with TVMOA to change from single-use cups to compostable cups for the Common Consumption Area. Their attorney has given us some options on how to maneuver through state law. There are also approximately 10,000 cups from last year that need to be used first.

Volunteers are in a holding pattern until further state and local policy changes regarding COVID-19.

Planning is still happening.

7. Meetings with Telluride's Ecology Commission

Our first planned meeting for March was postponed because of the virus. Our focus will be to flesh out common programs between the towns and bringing them into the budget process.

Items for consideration are:

- Idling
- Water Conservation
- COVID-19 Work plan

The next joint meeting is planned for July 1st at 4:00 pm.

8. Green Tips

We have received Green Tips from members of the committee through June. Green Tips are posted on the Town's website as well as in communication with residents.

Inga Johansson has also been contributing to the Town's blog in her Planet Over Plastics efforts. Thank you, Inga!

9. Farm to Community Program

We are in the process of finalizing volunteers for the program. Please remember to sign up for a time slot.

10. Green Team Dues and Fees

CC4CA membership dues have been paid for 2020.

The Team feels that it is important to offer letters of support for CC4CA bills. Requests for additional letters will go through Patrick if bills are not on CC4CA's current lobbying list.

The Team is considering other no-cost memberships that would benefit the Town.

11. REMP Funds Allocation

We will continue to recommend to Council any changes or updates that need to happen.

13. Solar Rebate Initiative

The program needs to be revamped, reorganized, and promoted in preparation for 2021.

14. Meadows Beaver Solutions

There is concern about the proposed beaver solutions by Town Staff in their quarterly report to Town Council. There has been discussion with TSG, members of the Green Team, and Town to come up with an alternate solution to removing the dam. Some of the concerns from residents are the mud lats that will be left after the destruction of the dam and how that can be mitigated. There is also concern that if the dam were eradicated, even more trees would be taken down in the neighborhood. There is also concern regarding the habitat that is currently supported including birds like Canada Geese, Eagles, Red Wing Blackbirds, Mallard Ducks, etc.

Jeff Proteau will meet with Town Staff to develop a program to create a Beaver Deceiver

A communication strategy for Meadows Residents needs to be developed.

There is concern that the remaining mud lats will be an eyesore for the residents. This is similar to the Boulevard Trail wall that had to be rebuilt by Town Staff.

Items for consideration

- Prepare and discuss ideas for the Environment and Sustainability of the Mountain Village Master Plan.
- Review and discuss Mountain Village's efforts to carbon neutrality.
- Zero Waste Initiative updates regarding regional approaches to reduce, repurpose, reuse, and recycle specific waste streams to increase landfill diversion.
- Regional and local composting efforts and measurables on the carbon footprint.
- Quantitative data on recycling and waste for service contracts.
- Eliminate the use of most newsprint and be paperless.
- Help staff find alternative mechanized equipment that is less polluting and more efficient. Such as vehicles, landscape equipment, and other related items.
- Review franchise fees with SMPA and Black Hills to offset green energy projects.
- Create a credit for large hotels that create energy systems that reduce their carbon footprint
- Update building codes to 2018. Draft created by staff prior to departure
- Present Work Plan in December to the council. We would adopt in November.
- Where are we with Forest Health? There are questions regarding pine beetle infestation and where that currently is. Some residents have noticed tent caterpillars in aspen trees this spring. How are blowdowns from the wind events being handled?



Zero Waste Action Plan

For Mountain Village, Telluride
and San Miguel County, CO

The Zero Waste Economy Designing a Full-Cycle System—Upstream AND Downstream



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www.ecocycle.org/zerowaste/zwsystem

August 8, 2008

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Acknowledgements

Gary Liss & Associates (GLA) wrote this Plan, with funding provided by the Town of Mountain Village and The New Community Coalition. GLA would like to acknowledge the leadership of Kris Holstrom and The New Community Coalition, who recognized the need for this Plan. Kris made all the arrangements to engage our firm, showed us all the existing facilities and services for solid waste, reuse and recycling in the area, and convened meetings with Town Councils of both Telluride and Mountain Village and with the community and stakeholders in the area. Through this extensive engagement process in February 2008, GLA obtained the information needed to develop this Plan. In addition, GLA obtained significant information from the San Miguel County Sustainability Inventory Prepared by ICLEI (Local Governments for Sustainability U.S.A.) in 2006.

Partners for a sustainable future...

The success of this Plan will depend upon effective communication and active engagement with each of the stakeholders to harness their interest and energy to turn local solid waste problems into solutions about pressing problems such as climate change.

The New Community Coalition is committed to identifying, coordinating, and implementing sustainability projects in Telluride, Mountain Village, and San Miguel County. The Coalition recognizes community as the key ingredient in our quest for a positive vision of the future. The quality of interactions among all members of the community — businesses, governments, individuals, and organizations — will define the region's ability to adapt to an energy-constrained future and the unpredictable nature of global climate change. By stimulating interest and dialogue in the pressing issues of our time, the



Coalition hopes to herald a new paradigm of interactions among all members of the community. The Coalition envisions community collaborations to increase our energy efficiency, re-localize our economy and food sources, develop a greener built environment, reduce our carbon footprint, and expand educational resources. For more information, go to: <http://www.newcommunitycoalition.org/index.html>.

1 Executive Summary

In 2007, Telluride, the Town of Mountain Village, and San Miguel County signed an intergovernmental agreement to fund a Sustainability Coordinator that would identify, coordinate and implement projects and ideas that promote regional sustainability. As a result, The New Community Coalition (Coalition), a 501(c)(3) nonprofit, was formed to oversee the Sustainability Coordinator and projects. A Resource Recovery/Recycling Working Group and action plan have since been created with the goal of reducing the amount of waste leaving the community, creating new jobs and business opportunities by using “wastes” as resources, and managing hazardous wastes in a responsible manner.

One of the Resource Recovery/Recycling Working Group’s first tasks was to create a Zero Waste Action Plan for the community. The Coalition and the Town of Mountain Village hired Gary Liss & Associates (GLA), a Zero Waste consultant, to develop this Plan. GLA looked at existing services, garbage rate structures, and services needed for expanding reuse, recycling and composting in the region.

After review of the local solid waste, reuse and recycling system, there are a number of services that stand out as critical to moving forward with the Zero Waste goal in this region:

- ◆ **Composting** - A composting facility is needed to compost all organics, including yard trimmings, food scraps and food-soiled paper
- ◆ **Resource Recovery Park** - More efficient recycling operations are needed to process reusables and recyclables from the region, including recyclables from construction and demolition debris, ideally in a Resource Recovery Park design
- ◆ **Solid Waste System Redesign** - Garbage contracts, rate structures and services provided need to be revised to provide incentives to all involved to move to Zero Waste (as detailed above).

To move forward to implement the Zero Waste Plan, the region needs to address these issues as priorities. The purchase of a baler and composter for the Sunrise Resource Recovery Park would enable the Telluride region to dramatically address two of these key challenges. This would reduce the region’s carbon footprint by not only reducing volumes of waste but by reducing the miles traveled to haul waste to the closest landfills in Montrose County. The third challenge needs to be addressed by leadership provided by TNCC, working with staff at the Towns of Telluride and Mountain Village and San Miguel County. This will require someone full-time at TNCC to work on these and outreach and education functions identified for TNCC in this Plan.

In March 2008, TNCC and Sunrise LLC jointly applied to the State of Colorado for a grant from the Recycling Resources Economic Opportunity Grant Program. In May 2008, the State notified TNCC and Sunrise that they had been awarded the grant. As a result, a majority of the funding to initially implement this Plan has already been arranged by TNCC

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Properly designed avoided collection and disposal costs can become the economic engine that drives the system to Zero Waste. Direct disposal cost savings alone at \$50/ton could generate up to \$450,000 each year for the region to offset expanded costs of Zero Waste initiatives, once those savings are factored into economic evaluations. The value of the materials currently disposed is over \$330,000 each year¹. If each of the materials were recovered completely and not thrown away, the benefit to the region would be the combination of the value and avoided disposal costs, or close to \$780,000 each year. This represents the budget for implementing Zero Waste in the region.

If the region could implement all the programs and policies recommended in this ZWAP for less than \$780,000 per year, it would be environmentally and economically much more sustainable.

The policies and programs recommended will make it more economic to eliminate, reuse, recycle or compost waste, than to dispose of it in landfills. This ZWAP has sought to find homes for all materials generated, with a focus on local solutions. As some wastes are more challenging to eliminate, reuse, recycle, or compost than others; options are proposed to work with the producers of those products and packaging for them to assume responsibility for them, or to ban them from sale or disposal in Telluride, Mountain Village and San Miguel County.

By adopting policies as recommended, the Towns of Telluride and Mountain Village and San Miguel County can help everyone benefit that eliminates and recycles waste, and let those who choose to waste pay higher fees for those services. The local governments can have major impacts in defining what is economic, through the policies adopted in Ordinances, contracts, permits, zoning, and rate structures.

This ZWAP also calls upon retailers and producers to assume responsibility to reuse, recycle or compost difficult to recycle products and packaging that they sell in the area. Once the costs of reuse, recycling and/or composting are incorporated within the purchase price of the products, this becomes a self-funding system, and is one of the most powerful opportunities to move towards Zero Waste.

Businesses also need to know that the City is committed to the goal of Zero Waste before they invest substantial resources in their operations. Therefore, the most critical policy of all is for the Towns and County to adopt the Zero Waste goal, and to ask all stakeholders in the community to participate in working towards the goal. This ZWAP proposes that striving for Zero Waste means that The region will work strategically and diligently to get to *Zero Waste or Darn Close*², by 2025. This ZWAP proposes the adoption of interim goals of 50% diversion of solid waste from landfills and incinerators by 2011 and 75% diversion by 2018. These dates were selected to be one year after the Towns of Telluride and Mountain Village and San Miguel County implement their next solid waste and recycling contracts.

With vision and commitment, this region could become a leader of sustainability and enhance the region's ability to attract those who value the environment in this way.

¹ See Table 1.

² Diverting over 90% of the region's waste from landfills and incinerators compared to the base year in which the Plan was adopted.

2 Existing Services

2.1 Background

Established in 1887, Telluride currently is home to approximately 2,200 permanent residents year-round. It is one of only 4 towns in Colorado that has been designated a National Historic Landmark District. The Town of Mountain Village was founded one hundred years later (in 1987) and is now home to approximately 1,250 permanent residents year-round. The total population of San Miguel County is about 7,500. However, the area serves about 550,000 visitors year-round.

Telluride sits at the west end of San Miguel County amid the San Juan Mountains and the Uncompahgre National Forest on the western-most edge of Colorado and the Rocky Mountains. Telluride has a traditional compact downtown of 50 square blocks of mostly mining-era buildings with a rich history. Telluride is in a box canyon that is highlighted by the spectacular 365-foot Bridal Veil Falls, which is Colorado's tallest free-falling waterfall. Telluride is at elevation 8,750 feet and is ringed by 12,000- to 13,000-foot mountain peaks, which attract tourists for both winter and summer recreation activities. At 9,078 feet above sea level, the Telluride Regional Airport is the highest commercial airport in North America. Ski Magazine rates Telluride in the Top 10 ski resorts in North America³.

Telluride hosts a unique event almost every weekend in the summer, which attract thousands of tourists, including: Mountainfilm, Jazz Celebration & Balloon Rally, Bluegrass Festival, Wine Festival, Blue & Brews, Telluride Film Festival, Oktoberfest, Talking Gourds Spoken Word Festival, Wild West Fest, Mushroom Festival and Tech Fest. Telluride and Mountain Village host a continuous stream of festivals during the summer months.

Mountain Village was developed to resemble a European alpine community (like Zermatt), just south of Telluride ski area's 1,700 acres. It was first developed as a Planned Unit Development in San Miguel County, adjacent to Telluride. It was incorporated as its own Town in 1995. The Mountain Village Core is a pedestrian-friendly area, which is linked to Telluride by the only free gondola system in North America serving over 2 million riders per year. The gondola serves as the main transportation vehicle between the communities (an easy 12-minute commute between them), and services all the ski slopes of both communities.



San Miguel County in Colorado

San Miguel County is 1,287 square miles, extending from the San Juan Mountains in the east to the Utah border. The population of the County was 7,222 in 2004, and is projected to increase to 8,693 by 2010⁴. Telluride is the County seat of San Miguel County. The population is primarily located in the Towns of Telluride and Mountain Village. The County also includes the towns of Ophir, Sawpit and Norwood.

³ Source: <http://visittelluride.com/telluride/content/view/149/252/>

⁴ Source: http://www.sanmiguelcounty.org/portal/page?_pageid=117,145130&_dad=portal&_schema=PORTAL

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Other communities in the County are Placerville, Egnar and Slickrock. About two-thirds of the lands in the County are public federal or state lands.

The population of this area greatly expands during the ski season and summer festivals. The Telluride Tourism Board estimates that about 550,000 tourists a year visit the area (both overnight and day visitors).⁵ Skier visits are expected to reach 450,000 during the 2007/2008 winter season, and summer festivals can attract more than 10,000 people per day.

Climate change poses a serious threat to the regional economy as well as to its environment and quality of life. Telluride and Mountain Village are actively working to reduce their carbon footprint and to reverse climate change. In the past few years, Telluride has signed on to The Canary Initiative, The U.S. Mayors Climate Protection Initiative, and the Rocky Mountain Climate Organizations, and worked with ICLEI (Local Governments for Sustainability) to develop a Sustainability Inventory for the region⁶.

Historically, the economy of the region was primarily based on mining and agriculture. The primary economic engines now are recreation and tourism and the associated real estate and construction industries. There has been a surge in second home ownership associated with the expansion of the Telluride Ski Area and the Mountain Village resort development. In San Miguel County, construction jobs comprise seven percent of all jobs, and construction is the top employment sector exceeded only by accommodations, food services and government jobs.

Telluride and Mountain Village host a continuous stream of festivals during the summer months, which attract thousands of tourists. These festivals, although vital to the resort economy, produce an enormous amount of trash and compostable waste. The Town of Telluride, the San Miguel Regional Recycling Task Force and TNCC have been working with festivals to require and facilitate recycling and composting. The Telluride Bluegrass Festival, attracting over 10,000 attendees a day for 4 days, has been able to reduce its trash by 50% as a result of voluntary recycling and compost collection sites staffed by volunteers.

The region has many restaurants, boutiques, recreation stores, heritage hotels, bed and breakfasts and full service resorts. Some of the major attractions that draw people to The region include: hiking, mountain biking, climbing, golf, canoeing, kayaking, fishing, skiing (cross-country and downhill) and snowboarding, along with spectacular mountain views.

Zero Waste could contribute to the region becoming a focus for eco-tourism. In fact, the Telluride Tourism Board has already indicated its support for such an initiative. One of the driving forces for the adoption of Zero Waste in New Zealand was that country's desire to strengthen tourists' perception of New Zealand as dedicated to maintaining the highest environmental standards. Increasingly, conference organizers are asking potential site locations for future conferences about their Green policies and programs. The region has always attracted those who value the environment in this way and could

⁵ Email communication from Scott McQuade, Telluride Tourism Board, April 28, 2008.

⁶ See Appendix C

expand upon that, like the Olympics did when they added “Environmental Stewardship” as a core value in organizing the Olympics. With leadership in Zero Waste and other sustainability initiatives, the region could also demonstrate to visitors policies and programs that would be good for them to bring back to their own communities to replicate. This could amplify the region’s impact dramatically in the world.

2.2 Service Opportunity Analysis

In a Zero Waste systems approach, one of the first steps is an inventory of the services that are currently provided to collect or receive materials generated in the area. GLA obtained input from The New Community Coalition on a Service Opportunity Analysis form, and from other stakeholders and service providers through the course of its research. This analysis identified how average residents or businesses would have their products or materials collected, received and/or processed for reuse, repair, recycling and composting. This analysis included products or materials that generators had to self-haul to reuse, recycling or composting facilities, as well as collection services provided by government, private or nonprofit service providers. It also identified products or materials where residents or businesses are able to take those back to where they bought them. The following is a summary of that information.

2.3 Reuse Services

Many reusables are dumped at the “FreeBox,” a unique Telluride tradition. Located downtown along a side street, the “FreeBox” is a set of large shelves on the side of a building where people donate all types of reusables, and they are available for free for anyone to take them away. Unfortunately, the FreeBox attracts too much stuff, that is either unusable, or not taken. As a result, the Town of Telluride is now paying over \$50,000 per year to haul these materials away and to dispose of them properly.



Appliances and “white goods” are collected via spring clean-up activities and once/year with household hazardous wastes. Usable textiles are reused by Pip’s consignment store in Telluride and the Second Chance store in Ridgeway. A limited amount of textiles is placed in the FreeBox. Books are donated to the library for reuse, and placed in the FreeBox. A very limited amount of used building materials are taken to the Construction Depot or the new ReStore (of Habitat for Humanity) in Montrose. These facilities are located within blocks of each other, and attract similar types of donations.

2.4 Recycling Services

Waste Management (WM), which has the current exclusive franchise to provide curbside recycling in the Town of Telluride, hauls recyclables to Grand Junction. WM has a materials recovery facility (MRF) in Grand Junction that can process single-stream recyclables (commingled papers and containers). Bruin

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Waste contracts with Sunrise⁷, LLC for all of its recycling services. Bruin and Sunrise provide recycling services to about 60% of the region (Town of Mountain Village, Ophir, Lawson Hill, Sawpit, Placerville), 95% of Ridgway and 20% of the Town of Telluride.

Bruin (contracting through Sunrise) estimates that it collected 1,420 cubic yards of recyclables (commingled, paper, and cardboard) in 2007. Waste Management estimates that it collected 2,340 cubic yards of recyclables for the Town of Telluride, which is its primary service area for recycling. The total amount of recyclables diverted from landfills is 3,760 cubic yards, or only 8% of total waste produced.⁸ This percentage may be a low estimate; however, it indicates that the region has much room for improvement in the area of recycling. Further, visitors often ask why it is so hard to recycle when they are here as they often come from other locations in the country where recycling services are more prevalent. One of the challenges has been to institute recycling programs with resort lodges.⁹

Both Waste Management, Inc. and Bruin collect recyclables for an extra fee. Curbside recycling services¹⁰ include the following materials:

- ◆ Newspapers
- ◆ Glass bottles and jars
- ◆ #1 and #2 Plastic bottles
- ◆ Aluminum and tin cans
- ◆ Cardboard boxes
- ◆ White and colored paper
- ◆ Magazines
- ◆ Junk mail (including windowless envelopes)
- ◆ Brochures and pamphlets
- ◆ Computer printouts
- ◆ Carbonless receipts

There are generally three categories of recyclables for commercial customers: 1) corrugated cardboard (broken down and stacked neatly next to the rolling carts); 2) white paper and newspaper; 3) aluminum, glass, plastic and steel/tin cans. Bottles and jars must be rinsed; plastics #1 and #2 are acceptable, but do not include lids; papers are not to be bundled or tied. If cardboard is not broken down, this is a fee for its collection. Special pick-ups include metal, wood or plastic crates and other bulky non-compatible materials.



People may also drop off recyclables at the VCA (Village Court Apartments), Montrose Recycling Center, or in convenient recycling containers located throughout the public areas in the downtowns of Telluride and Mountain Village. Most of these public recycling containers are limited to bottles and cans only, with some locations also having public containers clearly labeled for newspapers only.



Telluride Gravel has cement and excavating crushers that could be used for more construction and demolition recycling activities in the future. The State highway spur to Telluride used recycled asphalt in the project's mix. More specification of

⁷ Sunrise = San Juan Uncampaghre Natural Resources and Industrial Services for the Environment

⁸ Source: Recycling Resources Economic Opportunity Grant Program, FY 09 Project Application, pages 4-5.

⁹ Source: Recycling Resources Economic Opportunity Grant Program, FY 09 Project Application, page 3.

¹⁰ This is list from Waste Management. Bruin collects similar materials.

that type of use could stimulate the recycling of concrete and asphalt products in the area.

There are significant costs in hauling materials to recycling centers in Grand Junction and Denver. In Montrose, there is a major metals recycler, Recla Metals that buys recycled metals (including auto bodies) from the region, and has a rail connection for shipping large volumes to major markets. However, they do not handle other recycled materials. There are also two construction and demolition (C&D) recyclers in Montrose – the Construction Depot and the Habitat for Humanity ReStore. Both of these locations specialize in the reuse of C&D products, and don't handle large volumes of C&D materials for recycling by grinding or other processing.

Some businesses indicate that some of the recycling services are provided sporadically and result in overflowing containers. Given the market conditions, it is to the credit of existing recyclers that they collect similar types of materials as accepted by other communities around Colorado. By adjusting some of the costs for wasting as proposed below, the economic viability of recycling could be enhanced considerably.

2.5 Composting Services

Sunrise LLC provides valuable services to reuse dead trees or trees cut for fire mitigation as a resource for building trails, for firewood, for fencing posts, for landscaping chips, as well as selling logs to local mills. Sunrise is now able to provide local resources to substitute for mulches used in local construction projects that were coming from as far away as Montana and Idaho.



Sunrise bought the first wood chipper in San Miguel County and began chipping wood material for use on the trails in addition to using logs for lining trails. Needing a place to stockpile wood products and equipment, Sunrise purchased the site of its proposed Resource Recovery Center in the Ilium Valley Industrial Park.

Tree trimmers now also haul prunings, branches and stumps to either Sunrise or Fennbro Construction for chipping. Landscapers locally often use mulching mowers as well.

However, there is no *collection* system currently for yard trimmings or other organics from residents and businesses on a regular basis. There is also no on-going compostables processing system in the region. There have only been temporary composting operations set up for special events on a very limited basis.

The festivals organized throughout the region produce an enormous amount of trash and compostable waste. The Town of Telluride and The New Community Coalition have been working with festivals to require and facilitate recycling and composting. The Telluride Bluegrass Festival, attracting over 10,000 attendees a day for 4 days, has been able to reduce its trash by 50% as a result of voluntary recycling and compost collection sites staffed by volunteers. Unfortunately, the composting has been done at temporary facilities and cannot be done on a continuous basis this way.

2.6 Solid Waste Services

Currently in San Miguel County, there are two private haulers for collecting solid wastes: Bruin Waste and Waste Management. They are both located in Montrose County and service commercial and residential refuse needs of the region from there. San Miguel County uses Broad Canyon, a private landfill near Naturita (about 50 miles from Telluride and Mountain Village) in west Montrose County, for about 20% of its trash. Both haulers haul the remaining 80% of waste from within San Miguel County to the Montrose County landfill (about 75 miles from Telluride and Mountain Village).

Waste Management estimates commercial and residential trash from the region at 23,500 cubic yards of compacted refuse annually. Bruin estimates 25,300 compacted cubic yards of total waste hauled annually. Therefore, the region currently generates approximately 48,800 compacted cubic yards of waste annually¹¹, or about 9,000 tons per year¹². Waste volumes increase in the summer months with the festivals and active construction season adding significantly to the waste stream.

Unincorporated County and Norwood customers are not required to have trash pick up service. They have the option of taking their refuse to the regional landfill or to the County-owned transfer station west of Norwood. Most of the unincorporated subdivisions in the County have centralized trash enclosures for residents. Ophir residents have a centralized facility for trash and recycling serving the whole community. There is no curbside recycling offered anywhere in unincorporated San Miguel County or in Norwood.¹³

A sample of the typical garbage rate structures in the region is that of Waste Management for Telluride, effective April 1, 2007:

Table 1 - Telluride Garbage Rates

SERVICE	Bi-Monthly Rate
<u>Residential</u>	
65-gallon trash container with recycling	\$47.38
95-gallon trash container with recycling	\$51.22
18-gallon recycling bin only – 1 bin	\$15.16
18-gallon recycling bin only – 2 bins	\$28.32
 <u>Commercial</u>	
95-gallon recycling container – 1	\$36.76
95-gallon recycling container – 2	\$71.52
95-gallon recycling container – 3	\$106.28
3-cubic yard dumpster for cardboard recycling	\$104.00

¹¹ Source: Recycling Resources Economic Opportunity Grant Program, FY 09 Project Application, page 4.

¹² Assuming a density of 370 pounds per compacted cubic yard.

¹³ Source: San Miguel County, Sustainability Inventory, Prepared by ICLEI – Local Governments for Sustainability U.S.A., 2006

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All rates are based on weekly pickups and are billed bi-monthly. Residential trash and recycling pickups are on Thursday and commercial recycling pickups are on Mondays. The Town of Telluride provides billing on the water bills. Waste Management pays Telluride a fee for providing that billing service. In the event that customers do not pay their bill, the Town may stop all their water service.

In Telluride, the City requires all businesses to pay for recycling service, and recycling services are provided as part of the core services. However, businesses are NOT required to actually participate in the recycling programs. Prior to 5 years ago, Bruin Waste did not offer recycling services. As a result, the Town of Telluride has a unique contract structure for its competitive procurement of solid waste services. The Town has selected one hauler to provide the residential solid waste and recycling services, and to have the exclusive contract for recycling services at businesses. The Town allows businesses to select their own waste hauler. The current exclusive contract in Telluride is with Waste Management, which expires in 2010. Five years ago, Bruin began offering recycling services through a subcontract with Sunrise, LLC. If a business wants to use recycling services of Bruin and Sunrise, they are able to do so, but have to pay Waste Management for offering recycling services as well. The Town solicits new contracts for solid waste services every 3 years, as they consider solid waste to be subject to local procurement requirements that no contract exceed 3 years in length.

Interestingly, the San Miguel Power Association (SMPA) operates in the same region providing electric services. SMPA is bound by contracts that must be re-negotiated every 10 years under CO law that governs such services.

In Norwood, San Miguel County owns a Transfer Station with a drop-off recycling center. The current 4-year contract for that operation expires in June 2010.

The Town of Telluride Department of Public Works indicated that it hauls wastes from street sweeping and wastes from City construction activities directly to the Broad Canyon Landfill in Montrose. They pay \$8 per cubic yard there, or about \$50 per ton for disposal¹⁴.

The Town of Mountain Villages operates a Transfer Station in their core area (see picture on right). This includes a compactor for corrugated cardboard

Waste Management operates a Transfer Station that is located in the Ilium Valley Industrial Park, down the hill, directly below the Sunrise LLC facility. This Transfer Station primarily serves to compact the Municipal Solid Waste collected in the area into larger vehicles for shipping to landfills 50-75 miles away.



¹⁴ This assumes a density of about 320 pounds per cubic yard. This is the disposal rate that is charged for wastes received from the public at this facility as well, and is the basis for other avoided disposal cost calculations in this Plan.

San Miguel County operates a Transfer Station at Norwood that provides many valuable services. This station is open to all San Miguel County residents. Many Montrose County residents also use the facility, as it is on their way to or from work for those commuting from Montrose County to Telluride or Mountain Village. This Transfer Station recycles aluminum cans, glass and newsprint paper, but not white or glossy paper or plastics.

2.7 Special Wastes and Household Hazardous Wastes

Special Wastes include:

- ◆ Ash
- ◆ Sewage Solids
- ◆ Industrial Sludge
- ◆ Treated Medical Waste
- ◆ Bulky Items
- ◆ Tires
- ◆ Remainder/Composite Special Waste

Sewage solids (also known as sludge or biosolids) are spread on non-food producing agricultural lands in Montrose County. Bulky items and tires are collected as part of Spring and Fall Clean-ups.

Telluride currently accepts Household Hazardous Wastes (HHW) dropped off at designated locations during Spring Cleanups, with support of San Miguel County. In other communities, permanent drop-off locations have become the state-of-the-art so that HHW can be dropped off whenever the need arises, rather than waiting for once a year service. Even with these state-of-the-art drop-off programs, only 1 to 10% of all HHW are collected through these programs. This highlights that the system is broken, and a new system is needed that is more effective and harnesses the forces of the marketplace to collect materials and design wastes out of the system.

3 Service Opportunities

The following list clearly identifies products and materials for which additional reuse, recycling or composting services are needed. The following materials are not accepted in current area recycling programs:

Recyclables

- ◆ Telephone books
- ◆ Books
- ◆ Colored paper (Bruin does not accept; WM does)
- ◆ Pressed cardboard or “chipboard” (like cereal boxes)
- ◆ “Wet-strength” cardboard, like 6-pack or 12-pack beverage container packages
- ◆ Egg or Milk Cartons
- ◆ Carbon Paper
- ◆ Candy wrappers
- ◆ Plastic containers #3-7
- ◆ Plastic bags or stretch wrap (like Saran Wrap)
- ◆ Expanded polystyrene packaging or “peanuts” (EPS, commonly known by proprietary name of Styrofoam)
- ◆ Window glass, drinking glass, ceramics (plates or dishes), Pyrex or light bulbs

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- ◆ Aluminum foil or pie tins
- ◆ Carpet
- ◆ Textiles
- ◆ Batteries
- ◆ Oil
- ◆ Paint
- ◆ Ewaste
- ◆ Containers from oil, pesticides, paints or hazardous materials
- ◆ Ash

Compostables

- ◆ Food or any organic waste
- ◆ Food soiled cardboard or paper (including paper cups, plates, towels)
- ◆ Waxed cardboard (generally used for shipping fruits and vegetables)
- ◆ Wet paper
- ◆ Used tissues
- ◆ Liquids

In addition, there are limited reuse, recycling and composting services provided for:

- ◆ Reusables
- ◆ Construction, remodeling and demolition debris
- ◆ Bulky Goods
- ◆ Tires
- ◆ Medical Wastes
- ◆ Household hazardous wastes

3.1 Know Your Waste and Recyclables

The more specifically Telluride can identify which materials are disposed to landfill, the more clearly it can develop policies and programs to develop waste reduction, reuse, recycling and composting programs to target those materials. To find a relevant point of comparison, GLA used waste composition data for Mammoth Lakes, CA. Mammoth Lakes is a comparable community to Telluride in many respects, and the State of California provides detailed estimates of the waste composition for both residential and commercial accounts in that region (see Appendix B). The data from Mammoth Lakes is adequate for the purposes of this Plan. Estimates of the materials discarded in this region are presented in Table 1.

However, it is clear that one of the priorities for San Miguel County should be to request that the State of Colorado provide similar waste composition analyses for small rural areas on the Western Slope as provided by the State of California. Waste characterization sampling should include both summer and winter data, to identify seasonal variations in the waste stream. Sampling should be conducted from all collection vehicles throughout the service area, (including waste haulers and recyclers), and self-haul vehicles from both businesses and residents to local transfer stations. Such waste composition studies should be conducted every 5 years by the State to track on-going waste reduction progress. This approach would provide an appropriate baseline for comparing results of new programs locally.

Until the State completes this analysis, the region could confirm what are the largest materials being wasted by conducting a visual waste assessment. This could involve a professional studying the contents of a variety of collection vehicles in advance of the waste being disposed at local transfer stations. Based on prior work and their careful review of the wastes, they should be able to estimate the major components of the waste stream. Alternatively, local college students or volunteers from TNCC could be trained by a professional to perform such a visual waste assessment. This would not substitute for hard

quantitative data needed to plan for and evaluate new programs over time. However, this could provide sufficient information to confirm that the recommendations of this ZWAP are on target.

3.2 Commodities Analysis

The two largest categories of materials discarded are organic materials and paper products. Organics represent 48% of the total residential waste stream and 38% of the total commercial waste stream. Paper represents 26% of the total residential waste stream and 35% of the total commercial waste stream. These two categories eclipse the other material categories, and highlight the urgency to develop viable organics recovery programs and expanded paper recovery programs to meet a Zero Waste goal.

The next largest material categories are plastic, metals, glass and construction materials. In Telluride and Mountain Village, construction materials may be somewhat higher than the 3.6% of the total waste stream indicated from Mammoth Lakes data, due to the relatively large amount of remodeling, renovation and construction projects in this region, and the magnitude of each of the projects. In Telluride, the commitment to maintaining heritage buildings also means that there is a significant need for reuse and salvaging services that will carefully dismantle old structures, so that the original materials are maintained in a usable condition. This is generally referred to as “deconstruction”.

GLA added a category of Reusables to Table 2 that was not in the original CIWMB database for Mammoth Lakes. This is based on recent analyses of reusables in: San Luis Obispo, CA; Los Angeles, CA; and Austin, TX. To adjust for that, the total amount estimated for the largest categories of waste (organics) was reduced for both residential and commercial sectors.

The remaining materials in the solid waste stream are: textiles; household hazardous wastes (HHW); tires; bulky goods (e.g. furniture, bicycles and water heaters); white goods (large appliances like washers, dryers and dishwashers); and “E-Waste” (anything with a plug). Although the latter materials are not disposed of in large quantities, some of them are *very* expensive to properly dispose of (particularly the HHW and E-wastes). As a result, these materials need to be the focus of attention in state and federal laws requiring the takeback of these products by the manufacturers, or requiring other financial or physical responsibility being assumed by the manufacturers or retailers that sell such products.

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Table 2 - Commodities Analysis for San Miguel County

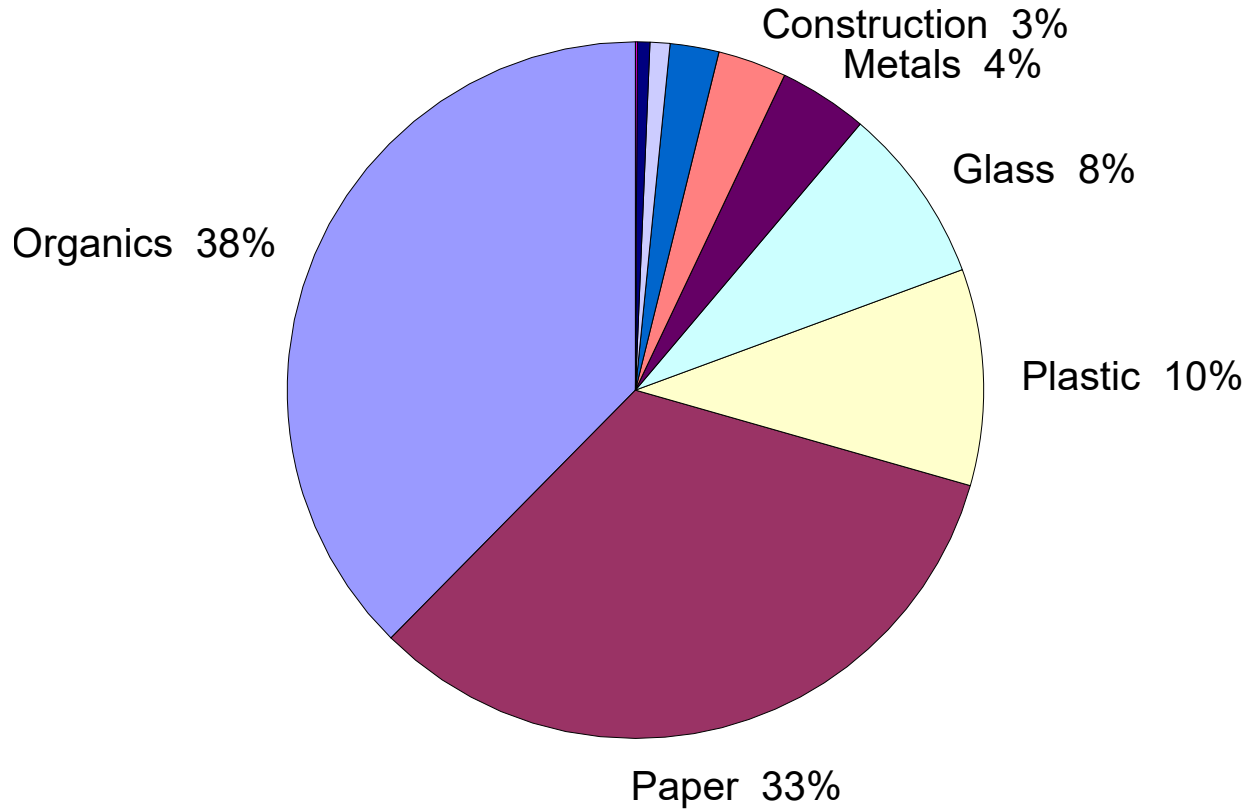
Material	Waste Composition¹⁵	Tons Disposed¹⁶	Value of Materials (\$/ton)	Total Value of Materials Disposed	Avoided Disposal Costs for Recovered Materials
RESIDENTIAL					
◆ Organics	44%	824	\$7	\$5,769	\$41,206
◆ Paper	26%	487	\$50	\$24,349	\$24,349
◆ Plastic	9%	169	\$50	\$8,429	\$8,429
◆ Construction	6%	112	\$4	\$450	\$5,619
◆ Mixed Residue	5%	94	\$0	\$0	\$4,683
◆ Metals	4%	75	\$40	\$2,997	\$3,746
◆ Glass	3%	56	\$10	\$562	\$2,810
◆ Reusables	2%	37	\$550	\$20,603	\$1,873
◆ Special Wastes	0.8%	15	\$0	\$0	\$749
◆ Hazardous	0.3%	6	\$5	\$28	\$281
Totals	100%	1,900		\$63,186	\$93,744
COMMERCIAL					
◆ Organics	36%	2,557	\$7	\$17,902	\$127,872
◆ Paper	35%	2,486	\$50	\$124,320	\$124,320
◆ Plastic	10%	710	\$50	\$35,520	\$35,520
◆ Glass	9%	639	\$10	\$6,394	\$31,968
◆ Metals	4%	284	\$40	\$11,366	\$14,208
◆ Construction	3%	213	\$4	\$852	\$10,656
◆ Reusables	2%	180	\$550	\$78,144	\$7,104
◆ Mixed Residue	0.6%	43	\$0	\$0	\$2,131
◆ Special Wastes	0.5%	36	\$0	\$0	\$1,776
◆ Hazardous	0%	0	\$5	\$0	\$0
Totals	100%	7,104		\$274,499	\$355,555
Grand Totals		8,977		\$337,684	\$449,299

The value of the materials currently disposed is over \$330,000 each year. The cost avoidance identified in Table 2 should be viewed as one of the key sources of revenue that could be the engine of change and investment in equipment and programs needed to move towards Zero Waste.

¹⁵ Based on waste composition data from 1999 from the CA Integrated Waste Management Board for the Town of Mammoth Lakes

¹⁶ Applied total tonnages for Mammoth Lakes times 1.4 (a factor of 7500 population for San Miguel County/5350 population of Mammoth Lakes)

Figure Major Commodities Discarded



4 Recommended Programs, Facilities and Policies

This section of the Plan outlines key elements of the Zero Waste Action Plan: new programs, facilities policies and incentives that the region should adopt to implement its Zero Waste Goal.

Zero Waste focuses on reducing and designing wastes out of the system, reusing discarded materials and products for their highest and best use for their original form and function for as long as possible, then recycling and composting the rest. The Zero Waste International Alliance defines Zero Waste to be:

“A philosophy and visionary goal that emulates natural cycles, where all outputs are simply an input for another process. It means designing and managing materials and products to conserve and recover all resources and not destroy or bury them, and eliminate discharges to land, water or air that do not contribute productively to natural systems or the economy.”¹⁷

For the region, although the intent of this Plan is to strive for Zero Waste, practically **if the region diverts at least 90 percent of the waste generated by all sources** (residential, business, schools, and institutions), **it will be well on the way to Zero Waste and the program will be deemed a success.**

The following criteria were used to evaluate the merits of different policies, programs and facilities needed to meet the challenges identified above:

- Potential for largest impact in diverting waste from landfill
- Potential for most immediate impact in diverting waste from landfill
- Potential for greatest visibility in diverting waste from landfill
- Potential for involving community in diverting waste from landfill
- Potential cost to implement
- Ease of Implementation
- Availability of existing markets or uses
- Ability to create new markets or uses

These were considered in making the recommendations below.

4.1 Programs

This section outlines programs the region should expand or implement to strive for Zero Waste.

4.1.1 Refuse, Return and Design Out Waste

1. Develop a web-based directory of businesses which will takeback products and packaging that are difficult to reuse, recycle or compost locally.

¹⁷ From: <http://www.zwia.org/standards.html>

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2. Encourage businesses by policies and incentives to take back their products and packaging and to reduce the volume and toxicity of wastes by redesigning manufacturing processes.
3. Develop a Shop Smart Program that encourages residents to buy reusables, recycled and durable products.
4. Allow all legal documents to be filed on-line without the use of paper.
5. Support the Sheep Mountain Alliance Plastic Bag Ban unless all major users of such bags voluntarily phase them out by a target date.
6. To reduce the use of paper in the real estate industry, all the realtors should join together to create a single directory for available residential properties for sale, a single directory for available residential properties for rent and a single directory for available commercial properties for sale or rent. This would eliminate a lot of duplication of dueling individual company real estate directories, be more cost effective for realtors, and dramatically decrease the use of paper.
7. To reduce the use of paper in the hospitality industry, there should be a review of what types of papers are produced in which locations, then evaluate whether an electronic transaction could replace the paper transaction. This would also demonstrate the ingenuity of the region to tourists and impress them as to the commitment to operating with a minimum of paper wasted.

4.1.2 Reuse and Repair

In the waste composition charts, reusables appear to be a small percentage of the total waste stream. However, within several of the other categories, there may be a number of reusable items that are prominently made of one material type or another (e.g. ceramics, glass, metals, plastics). In a similar rural area of northern California, reusables comprised 6% of the materials discarded by generators.¹⁸ Reusables often produce the highest value materials and products recovered from discards.¹⁹ Many discarded items may be reused, depending on its condition and function. Nearly everything that is reusable could also be recycled, but usually for a much lower value. Reusable goods are useful to buyers either for their original intended purpose, or for a creative reuse function. For example, used wrought iron gates can be sold individually for hundreds of dollars, but their value is reduced to pennies on the dollar by treating them as scrap. Reuse operators are business people who specialize in attracting, receiving, organizing, and selling discarded reusable goods. Reuse operators vary in the amount of effort they take to upgrade their products by cleaning, sorting, organizing and/or repairing them. The average value of reusables (not including used clothing) could be as much as \$550 per ton.²⁰

One of the most visible reuse programs in the area is the “Free Box” in downtown Telluride. That should be expanded, organized and integrated with other reuse programs recommended in this Plan. Instead of spending up to \$50,000 per year to landfill materials inappropriately placed by the Free Box, some of those funds should be used to improve the maintenance and usability of the Free Box, and to fund the new programs recommended here. Any excess materials collected at the Free Box should be delivered to reuse operations elsewhere (e.g., the Resource Recovery Park or reuse operations in Montrose) to sort out where to distribute these valuable materials and products for their highest and best use.

¹⁸ Del Norte Resource Recovery Park Cluster Analysis, Del Norte Solid Waste Management Authority, prepared by Gary Liss & Associates, February 2001, Page 6.

¹⁹ *Ibid*, page 4.

²⁰ Source: Richard Anthony Associates, analysis of reusables value in Los Angeles, CA and Austin, TX, 2008.

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There should be a concerted effort to promote reuse and repair in the region with a web-based directory, other internet services (e.g., e-Bay, Craig's List and FreeCycle.org), garbage bill inserts, brochure and cooperative advertisements in tourist literature. Programs and services that should be promoted include:

- ◆ The donation of edible food to food-banks and other discarded food to animal-feed from restaurants and grocers.
- ◆ Local antique and thrift stores, repair shops (e.g. appliances, autos, furniture) and local electronic equipment, furniture and appliance resellers.
- ◆ Deconstruction services and used building materials stores in Montrose.

San Miguel County should adopt a free swap policy for reusables and household hazardous wastes at the County Transfer Station to provide a place for the community to share these goods at no cost.

There are a number of operations that collect and/or sell used clothing in the region (e.g., Pip's Consignment store in Telluride). The City could promote these operations, as well as include the collection of clean, bagged textiles in the residential recycling collection program (perhaps once a month or coinciding with Spring and Fall Cleanups). If the latter is done, the region should encourage the collaboration of existing textile recyclers with residential recyclers proposing services to the City, particularly for marketing of those materials.

One of the needs for existing used clothing retailers is to create more opportunities for sale of such clothing in traditional clothing stores. The TNCC should work with major retailers of clothing in the area to establish "Bargain Basement" sections of their stores where premium used clothes could be sold that would be supplied by existing thrift stores, with the profits from sales split between them. This would provide an expanded way for major retailers to highlight their Green attributes and sensitivity to the current economy, and forge a new partnership that truly provides greater social equity through support of local job-creating thrift businesses and nonprofits. A model for this might be the Nordstrom or Filene's Basement concept, coupled with the "Blue Hangar" of Goodwill stores in Austin, where those clothes that don't sell in the Goodwill stores get sold for pennies on the dollar in "lot" sales that support many local businesses. The latter is actually the most profitable cost center for this major network of Goodwill stores in Austin.

A similar concept should be pursued with other reusable products that are discarded. Used lumber, building materials and compost products should be marketed through major home repair, hardware stores and nurseries in the region. Used furniture should be marketed through furniture stores in the region. Used appliances should be marketed through appliance stores in the region. A whole network of repair and refurbishing businesses or nonprofits could be established to upgrade materials and products that are collected through large-scale reuse programs to attain a higher price in such retail activities. This is the model that Urban Ore uses in Berkeley, CA. Urban Ore specializes in large volume throughput of products through their system. Urban Ore estimates that they supply about 100-200 other local businesses and nonprofits (including many antique stores and specialty stores such as furniture manufacturers from used wood) that sell these products for added value. The other businesses and nonprofits add value

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through the way they polish, repair, manufacture, display and/or advertise items. Urban Ore should be requested to do training for the display and marketing of used building materials and other reuse operations.

One of the major roles that the TNCC should play to promote reuse is working with historic preservation advocates and those seeking to restore and reuse buildings, rather than deconstruct or demolish them. TNCC should work with Towns and the County to include “adaptive reuse” as a priority in City building standards for residential and commercial construction and to not allow the demolition of any building that is still functional.

The TNCC could help form a Reuse Collaborative with businesses and nonprofits throughout the region (including as far as Montrose). The function of the Collaborative should be to help in marketing all the materials and products collected through various reuse networks, and to help develop the above distribution system.

4.1.3 Organics

There are currently no collection programs for organics in the region. As organics represent 38% of all materials currently discarded, this is clearly the largest service gap that needs to be filled for the region to move towards Zero Waste.

A hierarchy for organics use²¹ should be considered that prioritizes the use of discarded food as follows:

- ◆ Prevent food waste
- ◆ Feed people
- ◆ Convert to animal feed and/or rendering
- ◆ Compost

Major generators of food scraps in the region include:

- ◆ Hotels, Lodges and Resorts
- ◆ Bars and Restaurants
- ◆ Groceries
- ◆ Festivals
- ◆ Schools
- ◆ Residents

Using Mammoth Lakes data, about 75% of the commercial food scraps are generated by hotels, lodges and resorts, and 24% by bars and restaurants. These are also the largest generators of paper (82% by hotels, lodges and resorts and 9% by bars and restaurants).

In addition, the Festivals generate a large amount of food scraps and compostable products. According to the above evaluation criteria, all three of these categories are very visible and therefore a high priority for

²¹ Based on recommendations of the CA Integrated Waste Management Board at: www.ciwmb.ca.gov/FoodWaste/

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focused attention. When you add in food-soiled paper to the mix of what could be composted, this needs to be the highest priority for implementation of all Zero Waste programs. As the value of the materials for composting is not as high as for other materials, the implementation of organics programs will require a strong public/private partnership with support from local nonprofits to develop the most cost effective program.

Commercial organics are estimated to be about 3 times as large an amount discarded as residential organics. Therefore, it is appropriate to focus first on implementing organics programs in the commercial sector. There are a number of approaches that should be pursued to accomplish that following the organics hierarchy noted above:

- ◆ Support local purchase of food and beverages to decrease carbon footprint associated with food services and increase local jobs and agriculture. Encourage purchasing of fruits and vegetables in season locally.
- ◆ Promote local food banks to help feed the needy. Encourage all bars, restaurants, grocers and other sources of discarded food to participate. Encourage businesses to highlight the donations they make to patrons.
- ◆ Demonstrate the use of an on-site composting system for lodges, hotels, resorts and ski areas that have sufficient room to dedicate a couple of parking spaces to such operations. By using on-site composters, food generators would reduce their cost of garbage collection and disposal by over 80%, and that avoided cost can be used to purchase the on-site composting system and expertise needed to operate them successfully.
- ◆ Encourage one or more service providers in the region to offer on-site composting systems for lodges, hotels and resorts that have sufficient room on a lease-basis like a garbage or cardboard compactor. The service provider should also provide training on how to use the composter, and maintain the composter in good operating condition. The service provider could also offer to “cure” compost off-site if desired, so that smaller units, or less number of units, are needed to process materials on-site.
- ◆ Encourage one or more service providers in the region to develop a composting program that can accept food scraps and food-soiled paper. To support that composting program, service providers should be able to charge a fee for the service, which should be less than the cost of garbage collection and disposal to provide an incentive for participation by food generating businesses. The start of such a system could be done on a subscription basis, with the service provider starting the service once it has subscribed a minimum number of customers to make it cost effective.
- ◆ Alternatively, the Town of Telluride and/or the Town of Mountain Village could require the participation of all food-generating businesses over a certain size to participate in a food-composting program by Ordinance, to get the program started.
- ◆ The service provider should obtain sufficient size or numbers of composting equipment to provide redundancy and backup to the system, so that reliability will not be a problem.
- ◆ Encourage home and restaurant vermiculture systems as alternatives for composting on-site (as recommended by ICLEI Sustainability Inventory)
- ◆ TNCC and Sunrise LLC applied together to the State of CO, Recycling Resources Economic Opportunity Grant Program for funding to purchase a composter for a Resource Recovery Center in the Industrial Park in Ilium Valley, approximately five miles from Telluride. On April 25, 2008, they

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were notified that this grant proposal would be funded. This will jump start the composting programs noted above with the seed capital needed to quickly implement this program.

- ◆ Provide shared chipping services in one of the following ways that have been offered by other communities:
 - 1) A central location open on Saturdays with a staff person there to chip yard trimmings brought in from residents, with chips provided back to the residents;
 - 2) A central location open for deposits of yard trimmings all the time, with a mobile chipper brought in periodically to chip the materials, and the chips then made available to users of the facility; or
 - 3) A mobile chipper operation, like arborists use, with residents having the option of yard trimmings left on the curb being taken away or left for them to use as mulch.

As the region continues to grow its tourist industry, the amount of discarded food and food-contaminated paper from the hospitality industry is also likely to grow substantially. As a result, there is a need for both residential and commercial organics collection programs that would collect yard trimmings, discarded food, and food-contaminated paper on a regular basis. The region should work to establish a residential program once there are one or more composting processing facilities in the region that can handle materials. The design of the residential collection program could collect

- ◆ Discarded food separately from yard trimmings, as done in Toronto, Italy and the Philippines
- ◆ Combined food and yard trimmings, as done in most locations that have started residential organics collection programs in California.

The weekly separate collection of discarded food from residents would be too costly to implement on its own. However, if rolled out with the proper rate incentives (see below) and a switch to every other week collection of rubbish, it should be economically viable. In Toronto they provide a 14-gallon Norseman locking container for each household to set out discarded food. That food is then taken to an enclosed digestion system, where methane gas is recovered as an energy source, and the “digestate” is then composted. Toronto collects rubbish every other week, as they no longer have to collect it weekly once the putrescibles (Food scraps) are collected at least weekly. Toronto is in the process of retooling its program to automate the collection of these containers with slightly larger containers (about 18-20 gallons). This is due to the large number of worker injuries from bending to get such a small container that is also very heavy. In Italy, they have pioneered collecting discarded food twice a week in smaller buckets. In the Philippines they organized residential separate collection of discarded food by “Barangays” or neighborhoods. Both Italy and the Philippines are using very low technology systems and reporting better efficiencies than the more high technology solutions developed in the U.S.

In the Town of Telluride, the Town was about to implement a new collection system with “Bear-Proof” containers. This is an excellent time for the Town to review its container and collection options more broadly, and to provide new containers that are designed to be *both* Bear-Proof and Green. The sooner the results are in from the commercial pilot organics programs, the quicker the Town may proceed with its new collection system and containers.

4.1.4 Paper

There are a variety of paper recycling programs in Telluride, including residential curbside and commercial recycling, paper recycling bins located sporadically throughout the downtowns of both Telluride and Mountain Village, and at the recycling drop-off at the San Miguel County transfer station in Norwood. However, 33% of the remaining waste is still comprised of recyclable paper products including office paper, newspaper and cardboard. As a result, it is clear that there is still a large gap in both services being provided, and, incentives to recycle more paper.

As a large source of paper is from the hospitality and real estate industries, efforts should be pursued to both reduce the use of paper wherever possible (see above), and to place far more paper or single-stream recycling containers at all points of public use or paper generation.

Every lodge should provide reusable bags to guests at registration with instructions listed on the bag to take single-stream recyclables to the designated common area at the lodge. Guests should be able to purchase extra bags with a Telluride logo at both registration desks and area stores. Guests that do not return their reusable bags at checkout should be charged for those bags (like mini-bars are charged at check-out).

Every public trash bin should also have at least a single-stream recycling container next to it. This is particularly important in areas of high visibility, such as in the downtown or core areas, in the ski areas, in the Gondola areas, at the Airport, and wherever public events and festivals are held.

In areas of high paper generation areas (e.g., where newspapers and real estate literature are on display), paper recycling containers should be placed right next to them. These public containers could be sponsored by the real estate industry, with advertisements on the sides of the containers (like bus shelters or benches are funded in some communities), as an alternative to getting their name out via paper directories.

4.1.5 Construction, Remodeling, Landclearing and Demolition Debris (C&D)

With the commitment of Telluride to its heritage buildings, the deconstruction and reuse of C&D debris could generate a number of business opportunities. Existing reuse operators (e.g., Construction Depot and Habitat for Humanity in Montrose) or others may want to partner with local businesses interested in expanding into this area. This expansion could be facilitated by policies adopted that encourage the deconstruction of buildings and the *reuse* of used building materials.

Similarly, local recyclers may be interested in expanding into more recycling of C&D debris, if policies are adopted that support it (see policies section below). Programs need to expand to provide separate 30 to 40-cy bins for single-stream recyclables, corrugated, gypsum, lumber, stumps and plant debris, concrete, asphalt, bricks, tile and mixed C&D debris at construction sites. Policies to require all projects over a certain size to meet waste diversion requirements should be pursued as recommended below. Education and training needs to be provided for all contractors, homebuilders and property managers to make sure they are aware of the policies and programs.

4.1.6 Other Recyclables

Metal cans are recycled primarily through local curbside recycling programs, and major scrap metal items are recovered primarily from C&D activities. As scrap metal prices have increased dramatically in the past year due to major industrialization of China and India, there may be new opportunities to collect and process metals that will be cost effective in today's markets that were never possible before. The region should request that their contracted waste haulers add scrap metals to the list of materials collected curbside, and from businesses. Policies establishing waste diversion goals for businesses would encourage increased recovery and recycling of metal and other recyclables.

Glass beverage and food containers are collected in curbside recycling programs and through commercial recycling programs. It is likely that a large amount of the remaining glass could be recovered through the implementation of a commercial program targeted to the hospitality industry (e.g. bars, restaurants and lodging).

Local recyclers do not collect all recyclable plastics. As plastics continue to proliferate in their uses, it is incumbent upon the region to either develop programs to recycle these materials, or develop policies that get retailers and producers to takeback the plastics used in their products and packaging.

4.1.7 Education and Outreach

Development and implementation of a public education program, for businesses, residents and visitors is critically important to expanding reuse, recycling and composting programs to achieve Zero Waste. A communications program should be developed after the design of new waste diversion programs and incentives. Implementation of the education program should begin in advance of the implementation of any new programs, policies and incentives. Communications with all aspects of the community is critical to the success of any new program or policy, including multiple languages, lots of signs and lots of graphics (given that people come here from all over the world). Trash and recycling containers throughout county should be color-coded (Blue = recycle, Green = organics, Black/gray = trash). Of great importance will be highlighting the links between Zero Waste and climate change, and to report on the climate change benefits of local Zero Waste actions.

A key target for Zero Waste education should be working with the schools in the area to adopt Zero Waste into curricula and to implement Zero Waste systems at all schools and administrative offices. Campaigns should include incentives and convenient programs that make it simple and easy for students, faculty and staff to participate. Ask students through Student Councils as to what incentives would be of most interest (e.g., first in line on a powder day or a day off from school). Seek celebrities to promote Zero Waste and make it "cool" or "hot" (depending on what generation is targeted). Class contests (as recommended by ICLEI Sustainability Inventory) with prizes could be patterned after Recyclemania, which is being conducted all across the country on college campuses.²² A Recycling or Sustainability Science Fair could be organized at the high school to highlight sustainability principles, challenges and

²² See: <http://www.nrc-recycle.org/recyclemania1.aspx>

opportunities.²³ Art and poster contests could also be used positively to promote Zero Waste. An international program, Odyssey of the Mind, that gives kids a problem to solve could be enlisted to promote Zero Waste, and encourage kids to participate in their contests.

Helping visitors to understand local recycling, which may differ from their hometown, needs to be an additional focus for the reuse, recycling and composting programs education and outreach programs. As part of that, there will be a need for on-going education of cleaning crews, as there is substantial turnover of employees.

4.2 Facilities

Before any new programs can be started, markets need to be identified for all the materials to be collected. The markets could be local businesses or nonprofits, or more distant ones. For products to be processed locally, the businesses or nonprofits may need to expand their existing facilities to handle more materials, or there may be a need to site new facilities. Local governments in the region should build upon the investments and capacity of existing operators before developing new facilities. In the event that existing operators are not interested or able to operate needed new facilities, local governments should actively solicit the participation of other potential operators locally, regionally and nationally.

4.2.1 Composting

The most important facility that is needed to move forward with Zero Waste in the region is an on-going composting facility. There are many ways that the program could be developed (as described above). Before any major new composting program can be started though, an on-going composting facility needs to be built somewhere.

Major progress has been achieved regarding this. The USEPA has awarded a grant to TNCC and Sunrise, LLC for a composter and a baler. Sunrise proposed to get a composter that is mobile, so that it may be moved on-site or to major festivals and events, as needed. Most of the time the composter will be located at the Ilium Valley Industrial Park, on a 3.85-acre site owned by Sunrise, LLC.

4.2.2 C&D Processing

There is a need to expand the C&D processing capacity in the region, particularly for commingled construction and remodeling materials, and mixed demolition materials. There are no available services to recycle pallets, drywall, and wood products, and those materials are currently landfilled.²⁴ Single items should be able to be recycled more readily in the future by those who provide the heavier processing capabilities as well.

²³ See the South Bay Business Environmental Coalition Science Fair as a good example, at: <http://sbbec.org/scifair.htm>. Also, ZERI fables provide great stories of sustainability principles at: <http://www.chelseagreen.com/2006/items/zeriset> or <http://www.zerilearning.org/>

²⁴ Source: Recycling Resources Economic Opportunity Grant Program, FY 09 Project Application, page 1.

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To expand the C&D processing infrastructure, there needs to be a larger demand for the services. In many communities they are adopting C&D ordinances to stimulate that demand. Assuming the policies recommended below are implemented, then the existing recycling operators should be able to justify investment in new equipment to process more commingled and mixed materials. These should be operated in properly zoned areas, preferably heavy industrial, to be compatible with their neighbors.

Sorting, grinding, and baling equipment are needed at one or more recycling facilities in the area, especially for the commingled and mixed materials. Mobile or portable sorting lines can be obtained for \$200,000 - \$500,000, depending on whether new or used, and the amounts and types of materials targeted for sorting. Grinding equipment is more expensive, but initially could be found used for several hundred thousand dollars to get facilities off the ground. Baling equipment can be obtained for \$50,000 - \$500,000, again depending on whether new or used, and the amounts and types of materials targeted for sorting.

C&D processing facilities also need to handle all types of used building materials identified in the programs discussion. The used building materials reuse and recycling could be located at the C&D processing facilities, adjacent to existing home repair and hardware stores, or as standalone locations like the Construction Depot and Habitat for Humanity ReStore in Montrose.

A way to move forward most easily in the region would be to build on the existing facilities in Montrose, and encourage people who commute for jobs in Telluride or Mountain Village that live in Montrose to haul reusable products to Montrose for marketing through the existing infrastructure that has been set up. That would jump start the flow of materials, provide immediate outlets for those materials in the San Miguel County region, and help Montrose commuters offset their increasingly costly commute costs by adding a new service in backhauling these products to markets.

Similarly, the region has not been a major supplier of used metals to Recla Metals in Montrose in the past. One or more of the region's recyclers should develop a stronger relationship to recycle metals with Recla Metals, as one of the largest recyclers in the area.

4.2.3 Reuse

Probably the biggest needs for **facilities** for reuse are warehousing functions that could help absorb the ebb and flow of products that are collected prior to distribution. The extent of the warehousing needs depends on how many players get involved in the reuse and recycling of products. If the decentralized ideas suggested above take hold, then there may be only a small need for a general warehouse function that could be leased out on a spot basis as needed to help in the ups and downs of market conditions. This could be done at the Resource Recovery Park proposed below, or another location.

In addition, the amount of warehousing needs could be decreased dramatically by an effective computerized matching service for materials reuse or resale. Although there have been many materials

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reuse matching services set up around the country, probably the best model is the LA Shares system. LA Shares works with schools and nonprofits throughout the LA City boundaries to identify what needs they have for usable products discarded as excess inventory by companies in the area. Nonprofits and schools give LA Shares their specific needs. When items become available from businesses discarding products, the nonprofits and schools “bid” on getting those items. The computer selects winning nonprofits and schools by a random number calculator. LA Shares then advises the nonprofits and schools who is donating the items, and the business and nonprofit or school make arrangements between the two of them to get the products being donated.

The LA Shares model could be replicated locally in the region. This would decrease the need for lots of warehousing capacity, and would be a great adjunct to one or more of the local reuse or recycling service providers in the region.

4.2.4 Resource Recovery Park

A Resource Recovery Park (RR Park) is a location where reuse, recycling and composting businesses co-locate to gain added efficiencies in operating, marketing and serving the public.²⁵ RR Parks are naturally evolving at many landfills and transfer stations in CA. Instead of just evolving, the concept of Resource Recovery Parks is to actually PLAN for that to happen, and design in price incentives with the way rates and fees are set, and to design in the proper flow of materials to encourage users to stratify their loads to drop reusables and recyclables off first, then compostables and C&D (which may require some tip fee to cover their costs), and then to dump any little amount of trash that they couldn't figure out how to sort out, last (with the highest costs for dumping that).

The Towns of Telluride and Mountain Village and San Miguel County should support the development of one or more Resource Recovery Parks (RR Park) in the region. As noted above, Sunrise LLC has proposed the development of such a facility in the Ilium Valley Industrial Park, less than 4 miles from Mountain Village.

The Towns and San Miguel County should support the development of the Sunrise RR Park (and possibly others that are complementary) by: supporting requests for grants and loans for activities there as promoting the public purposes of pursuing Zero Waste in the region; providing low-cost loans or grants for site improvements if needed to supplement or match grant programs; deferral of property taxes in the first 10 years as would be done in urban renewal areas; adopt the location into official plans for the region, including Solid Waste, Sustainability and General Plans; and generally to endorse, provide technical assistance and promote the Park.

The Sunrise RR Park could co-locate collection and processing for organics, reusables and recyclables not currently processed in the region. The RR Park should aggregate, segregate and distribute reusable products at wholesale prices to supply reuse stores throughout the region. The RR Park could also include retail sales of used building materials, used furniture and appliances, and compost products and a free swap program for appropriate household hazardous wastes (e.g. paint and garden supplies) and

²⁵ See Resource Recovery Park case study written by Gary Liss & Associates at:

<http://www.ciwmb.ca.gov/Publications/LocalAsst/31001011.doc>

reusable products. The RR Park could also tie in with local schools and nonprofits to donate products needed.

Sunrise has full support from local governments and the local ski area to develop the RR Park at the Ilium Industrial Park. With funding from grants and private investments, Sunrise will be able to divert from landfills: Ferrous and non-ferrous metals; Wood waste (from construction debris, tree debris, pallets, and like products); Drywall; Yard and food waste; and Traditional recyclables (including plastic, tin, aluminum, glass, and paper).

4.2.5 Transfer Stations

The existing recycling bins at the County Transfer Station require more frequent collection or greater capacity so that there is more room for recyclables dropped off by residents on the west side of the County.

Depending on what services are developed by Sunrise, either Waste Management's Transfer Station and/or the San Miguel County Transfer Station could also be expanded to include some attributes of a RR Park. San Miguel County is particularly well placed to assist in the collection of manure from the County Fairgrounds, which is located across the street.

The Towns of Telluride and Mountain Village could also transfer the wastes they collect in Public Works projects at either Waste Management's or the County's Transfer Station. This would decrease their hauling costs, time and environmental impacts considerably from current practices. Once the RR Park is operating, the Towns should recycle as much of the materials they collect from Public Works projects as possible at the RR Park.

4.2.6 Landfills as a Last Resort

Why discuss landfills in a Zero Waste Action Plan? Because the policies and economics that govern landfills will impact on the perceived cost effectiveness of alternatives to landfilling, such as waste reduction, reuse, recycling and composting. In addition, although Zero Waste is the goal, it will not be achieved overnight, and therefore well-designed and operated landfills should be viewed as a scarce resource to be optimized and conserved as much as possible.

Landfills generally are also one of the largest contributors to greenhouse gas emissions in North America, and many landfills have leaked toxics underground to neighboring properties, causing major liabilities for the owners.

As a result, it is critically important for the region to work actively with Montrose County to make sure that all landfills used by residents and businesses in the region meet the highest environmental standards, and reflect their full past, present and reasonably anticipated future costs in their user fees.

Specifically, Montrose County should incorporate into the user fees for its landfills:

- Capital and operating costs (including site acquisition costs)

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- Liability for contamination and cleanup of existing sites
- Current and future gas and leachate collection systems
- Current and future gas and leachate monitoring costs
- Closure and post-closure costs, including a commitment to perpetual maintenance and cleanup of the landfills (like a cemetery), to make sure that those costs are planned for and budgeted over the life of the operating facilities.
- Long-term liabilities from future contamination due to leaks of gas or leachate by setting aside dedicated funds or obtaining insurance to cover the long-term liability of perpetual maintenance and cleanup of all County landfills.

Ideally, Montrose County should also develop new processing capabilities at their landfills that pre-process all wastes before burying them to recover all recyclables remaining in the waste stream and leach out all toxics and gases so that they bury only materials tested to be inert. This is the approach taken in Halifax, Nova Scotia²⁶ and the European Union (in their 1999 Landfill Directive).

If all the above costs were factored into user fees charged today, the total cost to users of the Montrose County landfill system would more appropriately reflect the value of the landfills, its potential impacts on climate change, and provide sufficient funds to ensure that there are no problems with leaking of gas or leachate in the long-term. If Montrose County is concerned about the costs to its residents and businesses, as owner and operator of their landfill, they could charge higher fees on users outside of the County, to at least assure that their County residents don't subsidize the broader region's costs for landfilling. Under recent US Supreme Court decisions, such differential fees are likely to be upheld.

San Miguel County should work through regular intergovernmental meetings with Montrose County to adjust its landfilling costs to reflect these concerns and other opportunities for regional collaboration detailed in this ZWAP. Once a firm estimate is developed by Montrose County of what the landfilling costs should be to reflect all of the above factors, that estimate should be viewed as the basis for the region to evaluate what is "economic" to do with regard to waste management and recycling in the region. That would reflect the current costs and potential liability to the City from past and present practices.

Although this seems counter-intuitive to support the raising of rates, it is one of the key actions needed to adjust the economics locally to reflect the long-term consequences of landfilling wastes. This would also encourage more waste reduction and recycling activities. However, because only 20% of the costs of any solid waste or recycling system is in the disposal costs, the overall rates for the region's solid waste system would not necessarily increase that dramatically. In fact, once these price signals are adjusted correctly, it is quite possible there will be enough of an incentive for residents and businesses to reduce their total amount of materials discarded for landfilling, that their total costs for solid waste and recycling services may not increase that much, because they will be throwing away fewer valuable resources and reinvesting them in the local economy.

4.3 Policies and Incentives

Benefits to businesses from decreasing wasting include:

- ◆ Reducing their liabilities - Every ton buried in a landfill remains the responsibility of the generator, under Federal Superfund law. If there are any problems with the landfills used (e.g., from leaks of gas

²⁶For more info on that, get the videotape made by Paul Connett entitled *Nova Scotia: Community Responsibility in Action*, 2001, 30 minutes. To order copy, go to <http://www.grn.org/Cart/description.php?II=8&UID=20031023202806209.165.52.156>

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or liquids), the attorneys involved will send a bill to everyone who ever used that facility, proportionate to the amount generated.

- ◆ Increasing their efficiency – When sustainability audits are conducted for businesses documenting all the energy, materials and products they buy to create their own products, they find that nationally only 6% is used for producing products, and 94% is wasted.²⁷
- ◆ Improving their Green standing – This is of increasing importance to customers, employees and shareholders for companies. By reducing wasting, businesses find they can increase customer and employee loyalty and demonstrate leadership in the Triple Bottom Line to their shareholders.

Telluride's Ordinance requires businesses to pay for recycling services, whether they use them or not. Although that Ordinance provides a stable revenue stream for the recycling service provider, it has not been successful in getting businesses to recycle. In addition, the Towns of Telluride and Mountain Village need to restructure their garbage rates so that reducing wastes will also reduce total waste management costs for residents and businesses. This can be done by adding fees, surcharges and/or taxes to wasting activities, and in the approval of rates proposed by waste haulers under contract to the Towns.

The Telluride and Mountain Village Ordinances should also obtain reports from all waste and recycling haulers in the region to set a clear baseline and for measuring progress. Haulers already keep detailed records to maintain their billing system. The key is establishing a reporting system to the Towns and County that ensures that proprietary information is not disclosed publicly. The reporting Ordinance need to be clear as to what type of information is required and include an enforceable system of reporting this data on an equal basis for all operators in the system. All haulers of waste and recyclables (including the Towns of Telluride and Mountain Village and San Miguel County) should track every pickup they do. The waste tracking policies should require annual reporting of the volume of materials collected from businesses and the total amount of waste and recyclables collected each day from residential, commercial and institutional generators.

There are many policies and incentives that have been adopted by other communities that could be used to assist the region in achieving Zero Waste. Those include economic incentives and disincentives, challenges to generators of waste to reduce and recycle their wastes, retail product sales and landfill bans, and policies that would hold retailers and/or producers physically or financially responsible for the products and packaging that they produce. In communities that have achieved high rates of waste diversion, these tools are used incrementally to influence the marketplace, with voluntary approaches and partnerships tried first before more challenging policies are adopted. However, businesses also need to know that the City is committed to the goal of Zero Waste before they invest substantial resources in changing their operations. Therefore, the most critical policy of all is for the City to adopt its Zero Waste goal, and ask all stakeholders in the community to participate in working towards the goal, to achieve it, or darn close, by the target deadline.

The following policies and programs complement each other, and provide an integrated system that is logically consistent and makes economic sense. The priority for the region's Zero Waste policies and

²⁷ Source: Gil Friend, Natural Logic, email on May 11, 2008, gfriender@natlogic.com, www.natlogic.com

incentives should be to restructure rates and fees to provide a clear price signal to reward those who waste less and recycle more. The region should also work with neighboring regions to adopt policies that will also keep recyclable materials (e.g. C&D debris) from being landfilled. In the event that significant progress is not made towards the goal of Zero Waste after adoption of the following policy options, the region should further consider other policy options that are available, such as more aggressive bans, mandates and EPR policies.

4.3.1 Adoption of Zero Waste Policies

1. The Town Councils of Telluride and Mountain Village and the County of San Miguel should adopt the Zero Waste Resolution proposed in Appendix A.
2. To ensure that Zero Waste is included in all elements of regional planning, Zero Waste should also be incorporated as a guiding principle of local Town and County General Plans the next time they are updated.
3. Zero Waste goals should also be adopted in zoning law and other regulations to identify appropriate locations for needed facilities and infrastructure.

4.3.2 Policies and Incentives for Waste Generators

1. The structure of the Telluride garbage and recycling contract structure needs to be revised. It reflects the historical availability of services instead of current operations. Now that there are two major waste haulers that offer recycling services in the area, the Towns should **require businesses to subscribe for at least an equal amount of recycling service as garbage service, but not require them to pay their waste hauler for recycling service. Require businesses to source separate all materials designated by the City.** Designate all materials recyclable that are collected by the residential curbside recycling program. **Rates for business recycling services should be offered at a 50% discount (at a minimum) from garbage rates.** All multi-family dwellings and **lodging should be provided recycling services as part of their core garbage rates, without an extra charge.**
2. The Towns should add the collection of materials from all waste and recycling receptacles to their contract. The Towns should require their contractors to purchase more recycling receptacles (that meet Town specifications for quality signage and compatibility with waste receptacles). Recycling receptacles should be located immediately adjacent to every garbage receptacle throughout the region.
3. Currently local policy limits the length of waste contracts to no more than 3 years. That policy should be adjusted to allow for longer term contracts that enable haulers to fully amortize costs of containers and collection equipment (e.g., Contracts of the local power utility are limited to 10 years). If that can't be done under CO law, then the Towns should agree with contractors on a contract clause that passes the unamortized costs forward for the next contract to cover, regardless of who is selected. That could be as simple as putting a condition in the next Request for Proposals (RFP) that unamortized costs of equipment should be included as part of their proposal, and that the title for that equipment will be transferred at the end of the contract to the new contractor.

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4. Ask businesses to meet a goal of Zero Waste for greater efficiency and sustainability of the local economy. Work to achieve Zero Waste Business Principles adopted by the GrassRoots Recycling Network.²⁸ TNCC provide training in these Zero Waste Business Principles and technical assistance on how to achieve them. TNCC provide other outreach, educational materials and recognition to businesses adopting Zero Waste (e.g., Zero Waste Decals for windows of Zero Waste Businesses diverting over 90% of their waste). TNCC also provide waste audit tools and technical assistance to businesses (including identifying specific recycling options for individual businesses).
5. Garbage rates for residents should include the cost of curbside recycling and organics collection and processing. Where multiple levels of solid waste service are offered, there needs to be a large gap between single-family residential rates for these different service levels to provide the most incentive to recycle. The cost for single-family residential services should be the same for each 30 gallons of garbage service. Once food scraps are able to be collected from residents, an every other week option for rubbish service should be offered to provide a greater incentive to reduce waste. Once expanded recycling and composting services are offered, at a minimum, the Towns should require their solid waste contractors to offer more than just 95-gallon solid waste service. Efforts underway in Telluride to eliminate 65-gallon service options due to difficulty in getting containers out every week while there are heavy snows in winter, should only be implemented as part of an every-other-week RUBBISH service, once food scraps composting is offered weekly (or residents document they are composting on-site).
6. As more processing capabilities are developed in the area, additional materials should be added to the residential curbside recycling service. Contractors should also leave promotional materials, and then warnings to residents to make sure they are aware of what types of materials can be recycled in the residential collection system. Contractors should require residents to pay for additional garbage service if they repeatedly contaminate their recyclables, to make sure the overall system works as planned.
7. One prospect for an environmental mitigation fee would be a transfer tax on the transfer of wood burning permits in the area. If the Towns charged 10% upon the transfer of ownership of such permits, they could generate a significant amount of revenue.

4.3.3 Retailer and Producer Responsibility

1. Be a strong advocate for Extended Producer Responsibility (EPR) legislation and programs regionally and statewide to encourage producers and retailers to takeback their products and packaging and reuse, recycle or compost them. Support the formation of Colorado Product Stewardship Council composed only of representatives of local government to clearly address this “unfunded mandate.”

²⁸ See: <http://www.grrn.org/zerowaste/business/>

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2. Encourage businesses and institutions to take back products & packaging sold in area that are toxic in their manufacture, use, or disposal, and/or are difficult to recycle in the area.²⁹ Develop a web-based directory of all those who will takeback products and promote that widely.
3. Solicit industry-sponsorship of facilities to receive household hazardous wastes and difficult to recycle materials that are not taken back to producers or retailers in the area.³⁰
4. Work to obtain legal authority and regional cooperation to ban problem products and packaging or require businesses and institutions to take back designated products and packaging sold in region.

4.3.4 Policies and Incentives for Recyclers

1. Identify and involve existing businesses and nonprofits that could provide reuse, recycling and composting services. Build on existing private and nonprofit reuse, recycling and composting operations to minimize public investments.
2. Facilitate and/or provide equipment, containers, land, building space and financing support to make reuse, recycling and composting more economic, including help from market partners (e.g., providing balers and containers). Encourage manufacturers of recycled content products to locate in the region. Target such manufacturers as priorities for economic development by the Towns and San Miguel County.
3. Expedite permitting of reuse, recycling and composting facilities by letting project developers to go to the head of the line in the permitting process.
4. The Towns and San Miguel County should adopt environmentally preferable purchasing specifications in public projects and as conditions of land use permits for major new commercial developments. TNCC should develop specifications for the use of compost or mulch in public projects and the Towns and San Miguel County should require all new major developments to use compost or mulch in their landscaping. TNCC should also work with the Farmers Cooperative to develop pilot programs targeting specific crops and demonstrating enhanced yields with less water and chemicals from the use of locally generated compost products.
5. Require all private haulers collecting wastes and recyclables from businesses to track the amount of waste and types of recyclable materials collected from each business, and make that information available upon Town request. Information reported should be readily available, such as volume of materials collected by type (i.e. waste, type of recyclable) and tons sent for processing or disposal. The ICLEI Sustainability Inventory recommended “Adopt a consistent system for tracking landfilled, incinerated, composted, and recycled waste by material type with uniform and frequent reporting by all waste service providers.”
6. Require recycling at all Construction, Demolition, Landclearing and Remodeling projects and require deposits be left for major projects over 10,000 square feet in gross floor area.³¹ Require all

²⁹ The City of Ottawa Ontario developed a voluntary takeback program that publicizes businesses that voluntarily accept products they sell from their customers, which engenders customer loyalty and appreciation for their corporate responsibility.

³⁰ like the Center for Hard to Recycle Materials (CHaRM) in Boulder, CO.

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private developers, construction and demolition contractors, waste haulers and others handling these materials to report the quantities diverted and disposed to the Towns.

4.3.5 Policy and Incentives for Waste Haulers

1. Develop 7-year contracts with up to 3-year extension for solid waste and recycling services contracted by the Towns of Telluride and Mountain Village to allow for amortization of containers and equipment needed to provide Zero Waste services.
2. Add fees, surcharges or taxes for waste hauling, transfer and disposal to internalize external costs and make it more economic for reuse, recycling and composting. Waste Management already pays the Town of Telluride for billing services. The Town could add additional fees that could be collected as part of that billing process. Although the unit rates for garbage disposal will be higher, increased waste diversion programs will decrease the number of tons requiring such disposal.
3. Work with Montrose County to add landfill surcharges to help fund reuse, recycling and composting programs recommended in this Zero Waste Action Plan and to provide greater incentives and a funding source for alternatives.
4. Adopt a Zero Waste environmental mitigation fee for all solid waste haulers to pay as a percentage of their gross receipts to help fund reuse, recycling and composting programs recommended in this Zero Waste Action Plan and to provide greater incentives and a funding source for alternatives.
5. Adopt a Zero Waste surcharge for all public and private solid waste transfer stations in San Miguel County to help fund reuse, recycling and composting programs recommended in this Zero Waste Action Plan and to provide greater incentives and a funding source for alternatives. Encourage coordination between Waste Management Transfer Station and Sunrise Resource Recovery Park for the public to bring source separated materials to the Resource Recovery Park, and only solid waste to the Transfer Station. At the San Miguel County Transfer Station, provide wider range of boxes for reused and recycled materials once additional processing services are developed in the region. Then receive at no charge or set lower rates for clean, source separated materials at the San Miguel County Transfer Station.
6. Work with Mountain Village to move the Transfer Station in core area to area in front of parking structure (or other more appropriate location). Add one or more on-site composters to that Transfer Station to compost food scraps and food-contaminated paper from restaurants, the Convention Center and lodges in the Mountain Village core area.
7. As recommended by the ICLEI Sustainability Inventory, work with Montrose County to ban the disposal of recyclable materials such as construction & demolition (C&D) debris at landfills, once recycling systems are in place in San Miguel County.

³¹ The towns of Telluride and Mountain Village and San Miguel County have all recently passed, or are in the process of passing, Green Building Codes that will encourage and require reusing and recycling building products. This proposed C&D ordinance would go beyond the requirements of the Green Building Codes to also ensure that the necessary C&D recycling infrastructure is developed.

8. Work with San Miguel and Montrose Counties to ban toxics, recyclables and compostables from transfer stations and landfills as facilities to more appropriately handle those materials are developed.

4.4 Proposed Zero Waste Budget

After review of the local solid waste, reuse and recycling system, there are a number of services that stand out from all the other recommendations as critical to moving forward with the Zero Waste goal in this region:

- ◆ **Composting** - A composting facility is needed to compost all organics, including yard trimmings, food scraps and food-soiled paper
- ◆ **Resource Recovery Park** - More efficient recycling operations are needed to process reusables and recyclables from the region, including recyclables from construction and demolition debris, ideally in a Resource Recovery Park design
- ◆ **Solid Waste System Redesign** - Garbage contracts, rate structures and services provided need to be revised to provide incentives to all involved to move to Zero Waste (as detailed above).

To move forward to implement the Zero Waste Plan, the region needs to address these issues as priorities. The purchase of a baler and composter for the Sunrise Resource Recovery Park would enable the Telluride region to dramatically address two of these key challenges. This would reduce the region's carbon footprint by not only reducing volumes of waste but by reducing the miles traveled to haul waste to the closest landfills in Montrose County. The Resource Recovery Park would divert an estimated 50% of waste currently being hauled to the Broad Canyon Landfill, located in west Montrose County (over 50 miles away) and to the Montrose Landfill (over 75 miles away).

Expanding the capability of the Sunrise Resource Recovery Park with new equipment will likely produce two to three new jobs and an additional three to eight jobs at full build-out of the Center. The baler will allow Sunrise to produce marketable sized bales of recyclables, which will be competitive in the industry, potentially reducing the overall cost of curbside recycling.

The third challenge needs to be addressed by leadership provided by TNCC, working with staff at the Towns of Telluride and Mountain Village and San Miguel County. This will require someone full-time to work on these and outreach and education functions identified for TNCC in this Plan.

In March 2008, TNCC and Sunrise LLC jointly applied to the State of Colorado for a grant from the Recycling Resources Economic Opportunity Grant Program. In May 2008, the State notified TNCC and Sunrise that they had been awarded the grant. As a result, a majority of the funding to initially implement this Plan has already been arranged by TNCC.

The only remaining funding that needs immediate attention is funding of a full-time staff for TNCC. Similar to the recommendations of the ICLEI Sustainability Inventory, staffing is the critical element that will enable all of the different pieces of this Plan to begin to be implemented in a methodical and efficient

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way. It is recommended that the Towns of Telluride and Mountain Village and San Miguel County jointly fund this staffing for TNCC, and incorporate the costs of that staffing into their solid waste budgets or funding from the garbage system (e.g., through one or more of the fees recommended to be charged above).

Properly designed avoided collection and disposal costs can become the economic engine that drives the system to Zero Waste. Direct disposal cost savings alone at \$50/ton³² could generate up to \$450,000 each year for the region to offset expanded costs of Zero Waste initiatives, once those savings are factored into economic evaluations. The value of the materials currently disposed is over \$330,000 each year³³. If each of the materials were recovered completely and not thrown away, the benefit to the region would be the combination of the value and avoided disposal costs, or close to \$780,000 each year. This represents the budget for implementing Zero Waste in the region.

If the region could implement all the programs and policies recommended in this ZWAP for less than \$780,000 per year, it would be environmentally and economically much more sustainable. It would also become a beacon of hope for all those visiting the area as bright as the first electric streetlights in the nation that Telluride pioneered last century.

By adjusting policies as recommended, the Towns of Telluride and Mountain Village and San Miguel County can help everyone benefit that eliminates and recycles waste, and let those who choose to waste pay higher fees for those services. The local governments can have major impacts in defining what is economic, through the policies adopted in Ordinances, contracts, permits, zoning, and rate structures.

Once retailers and/or producers assume responsibility for their difficult to recycle products and packaging, the costs of reuse, recycling and/or composting will be incorporated within the purchase price of the products. This essentially becomes a self-funding system, and is one of the most powerful opportunities that exist to move towards Zero Waste.

As the Zero Waste Plan is implemented, other local business people may like to invest in new ventures outlined in this Plan, or may self-finance the expansion of new reuse, recycling and/or composting services by diversifying existing unrelated businesses.

Socially responsible investors would be interested in investing in projects like the Resource Recovery Park and new reuse, recycling and composting ventures. There is strong interest in investments in sustainable development and Zero Waste certainly qualifies as a tool to achieve a sustainable local economy. Adopting Zero Waste as a goal will also distinguish the region from most other communities at this point in time, which will immediately attract more interest and attention for outside funders to support the region's initiatives, as already demonstrated by the State funding that has been approved.

The Social Venture Network (www.svn.org) is where socially conscious entrepreneurs meet, teach, support and create new ventures. The Business Alliance for Local Living Economies

³² Based on \$8/cubic yard, the current rate paid for disposal of waste from the public in Montrose.

³³ See Table 1.

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(www.livingeconomies.org) was established by the Social Ventures Network to not only help on sustainable development projects, but also to develop programs that encourage the reinvestment in local communities. Other socially responsible investors can be identified through a variety of sources, including:

- ◆ Investors Circle (www.Investorscircle.net)
- ◆ Green Biz Com (www.greenbiz.com)
- ◆ Institute for Local Self-Reliance (www.ilsr.org)
- ◆ Center for New American Dream (www.newdream.org)
- ◆ Business for Social Responsibility (www.bsr.org)
- ◆ CERES (www.ceres.org)

There are many foundations that are particularly interested in funding Sustainable Development. The Environmental Grantmakers Association (www.EGA.org) has a Sustainable Consumption and Production Committee that is composed of many foundations around North America that are funding such initiatives.

Funding is also available from the federal and state governments, as part of environmental protection, pollution prevention, economic development, agriculture, forestry and climate change initiatives.

TNCC’s Zero Waste Coordinator should work with the Towns of Telluride and Mountain Village, San Miguel County and other local stakeholders to develop and submit proposals for project funding as one of their priority tasks.

Table 3 highlights the costs that are envisioned initially to implement this Zero Waste Action Plan.

Table 3 - Costs to Initially Implement Zero Waste Action Plan

Costs	RREOF Grant	Other Sources
Composter/Processor	\$65,000	
Baler	\$80,000	
Solid Waste System Redesign		\$45,000 (for TNCC staff, including benefits)
Education/Marketing		\$5,000 (for TNCC materials)
TOTAL	\$145,000	\$50,000

4.4.1 Zero Waste Coordinator

To ensure the effective and efficient delivery of Zero Waste programs, the Towns of Telluride and Mountain Village and San Miguel County should jointly hire a Zero Waste Coordinator in TNCC. This position could be created on a contract basis (one-year term). The Zero Waste Coordinator will be responsible for implementation of the programs outlined in this ZWAP respectively for the region, with the priorities detailed in the position’s scope of work. It is recommended that the person hired have at least 3 years experience in the field of waste reduction and recycling, with preference given for local

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experience and knowledge. The position should be filled by someone who is particularly familiar with sustainability initiatives, in addition to their background in waste reduction. In addition, the successful candidate should be familiar with reuse, recycling and composting program implementation, as well as the concept of Resource Recovery Parks. Excellence in communications will also be a key attribute for this important position. Knowledge of grants and solid waste system funding would also be important.

4.5 Implementation Schedule for Priorities

Table 4 details a proposed implementation schedule for the priority tasks detailed in this Plan.

Table 4 - Implementation Schedule for Priorities

Tasks	Completion Date	Deliverable	Person Responsible
1) Sunrise purchase baler	Sept. 1, 2008	Equipment in operation	Sunrise
2) Sunrise purchase composter	Sept. 1, 2008	Equipment in operation	Sunrise
3) Sunrise hire staff and expand its Resource Recovery Park in Ilium Valley	Sept. 1, 2008	<ul style="list-style-type: none"> • Expanded center and site • New jobs 	Sunrise
4) Work with local festivals and food service businesses to join in new compost and recycling programs	On-going	<ul style="list-style-type: none"> • Number of festivals and events participating in recycling/compost program • Festivals to report on amount of trash/compost diverted 	TNCC with support of local governments
5) Work with local landscapers and garden centers to use compost and mulch materials.	May 1, 2009	<ul style="list-style-type: none"> • Quantity of compost available to local landscapers, gardeners 	Sunrise LLC and TNCC
6) Create a drop-off site at Resource Recovery Park targeted to residents in region without curbside recycling.	Jan. 1, 2009	<ul style="list-style-type: none"> • Completion of drop-off site • Drop-off site policies and rate structure, if necessary • Educational materials regarding drop-off site use 	Sunrise and TNCC
7) Solid Waste System Redesign - TNCC will work with local governments to increase reuse, recycling and composting through redesign of rate structures, incentives and other policies	May 1, 2009	<ul style="list-style-type: none"> • New recycling rate structure • Incentives for recycling/composting • Mandatory recycling requirements • Mandatory tracking requirements for trash haulers, recyclers, and Festivals 	Local Governments, TNCC

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<p>8) TNCC will create an education program for community residents, businesses and visitors about reuse, recycling, composting and Zero Waste programs and policies.</p>	<p>May 1, 2009</p>	<ul style="list-style-type: none"> • Educational materials • Press releases • Information on website • Public meetings/educational workshops • Contacts with event/festival organizers • Contacts with food service providers • Contacts with construction businesses 	<p>TNCC</p>
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Appendix A – Model Zero Waste Resolution

WHEREAS, the placement of materials in waste disposal facilities, such as landfills and incinerators, is costly to taxpayers, causes environmental damage, wastes natural resources, and transfers liabilities to future generations; and,

WHEREAS, a resource management-based economy will create and sustain more productive and meaningful jobs; and,

WHEREAS, through the application of innovative policies, programs and facilities, virtually all resources can be recovered; and

WHEREAS, government is ultimately responsible for leading by example and establishing policies needed to eliminate waste, and

WHEREAS, the Telluride, Mountain Village and San Miguel Zero Waste Action Plan dated July, 2008, details how to eliminate waste and pollution resulting from landfilling our resources.

THEREFORE, be it resolved that the Council of the _____ [Town of Telluride, Town of Mountain Village or County of San Miguel] supports the adoption and implementation of the Zero Waste Action Plan, dated July, 2008 and endorses a Zero Waste *or Darn Close* ³⁴ Goal by 2025, with interim goals of 50% diversion of solid waste from landfills and incinerators by 2011³⁵ and 75% diversion by 2018³⁶.

³⁴ “Darn Close” means diverting over 90% of the region’s waste from landfills and incinerators compared to the base year in which the Plan was adopted.

³⁵ Assuming that is 1 year after the start of the next solid waste and recycling contract

³⁶ Assuming that is 1 year after the start of the following solid waste and recycling contract

Appendix B – Waste Data from Comparable Community

Mammoth Lakes is located in the Sierra Nevada Mountains in eastern California, northeast of Los Angeles, on the border of Nevada. It is only four square miles and has a population of 7,093 year round residents (Census 2000). Mammoth Lakes is located in the Inyo National Forest and is surrounded by acres of forest and the Ansel Adams and John Muir Wilderness Areas. Yosemite National Park's eastern entrance is located just 32 miles north of town. Mammoth Lakes is part of Mono County, which is 3,018 square miles bounded on the west by the Sierra Nevada crest. Its mountains, lakes, streams and forests characterize this region. The Town of Mammoth Lakes is situated in the southwestern, mountainous region of the county, and many of its trails, campgrounds and roads either abut or cross the crest of the Sierra. Included within it is the ski resort “Mammoth Mountain Ski Area.” The Town of Mammoth Lakes economy is tourism-based, much like the Telluride region. It is about 325 miles north of Los Angeles, and about the same distance east of San Francisco. Mammoth Lakes is about 164 miles south of Reno, NV. There are more than 8,500 rental units in Mammoth Lakes.³⁷

MAMMOTH LAKES: 1999 Materials Disposed by Residential Sector, Estimated from Statewide Composition Data, Sorted by Total Disposal³⁸

The table below shows the estimated composition of waste typically disposed by single family and multifamily residences within California. Total tonnage for each jurisdiction is computed using regional per capita disposal rates obtained in the 1999 Statewide Waste Characterization Study. This is average data and may not reflect actual composition for a specific jurisdiction.

Single Family Units: 2,470 Population: 5,350
 Multi/Mobile Units: 5,271 Region: Mountain
 Regional estimate for overall residential waste in tons/resident/year: 0.25
 Statewide estimate for multifamily waste in tons/unit/year: 0.46
 Last updated: Data is for 1999.

Material Type	Single		Multi		Overall Residential Est. %	Overall Residential Est. Tons
	Single Family Est. %	Family Est. Tons	Multi Family Est. %	Family Est. Tons		
Paper	26.3%	-286	30.6%	743	27.4%	367
Uncoated Corrugated Cardboard	3.0%	-32	3.1%	74	3.0%	40
Paper Bags	1.0%	-11	0.9%	23	1.0%	13

³⁷ Source for this data on Mammoth Lakes: <http://visitmammoth.com/static/index.cfm?contentID=9>

³⁸ Source for this solid waste data: <http://www.ciwmb.ca.gov/wastechar/rescomp.asp?J=236&SortBy=Disposal>

Newspaper	5.2%	-57	10.1%	245	6.5%	87
White Ledger	0.6%	-7	0.5%	11	0.6%	8
Color Ledger	0.1%	-1	0.1%	1	0.1%	1
Computer Paper	0.0%	-0	0.0%	0	0.0%	0
Other Office Paper	1.3%	-14	0.5%	13	1.1%	14
Magazines and Catalogs	2.0%	-22	1.8%	45	2.0%	27
Phone Books and Directory	0.3%	-3	0.8%	19	0.4%	6
Other Miscellaneous Paper	4.6%	-50	5.2%	126	4.8%	64
Remainder/Composite Paper	8.2%	-89	7.7%	186	8.1%	108
Glass	3.1%	-34	6.5%	158	4.0%	54
Clear Glass Bottles and Containers	1.6%	-17	3.2%	78	2.0%	27
Green Glass Bottles and Containers	0.5%	-5	1.3%	31	0.7%	9
Brown Glass Bottles and Containers	0.7%	-7	1.3%	31	0.8%	11
Other Colored Glass Bottles and Containers	0.0%	-0	0.0%	0	0.0%	0
Flat Glass	0.0%	-0	0.1%	1	0.0%	0
Remainder/Composite Glass	0.4%	-4	0.7%	16	0.4%	6
Metal	4.3%	-47	5.5%	134	4.6%	62
Tin/Steel Cans	1.4%	-15	1.3%	32	1.4%	18
Major Appliances	0.0%	0	0.0%	0	0.0%	0
Other Ferrous	1.0%	-11	1.5%	35	1.1%	15
Aluminum Cans	0.4%	-4	0.4%	10	0.4%	5
Other Non-Ferrous	0.3%	-3	0.3%	8	0.3%	4
Remainder/Composite Metal	1.3%	-14	2.0%	48	1.5%	20
Plastic	8.7%	-95	9.1%	221	8.8%	118
HDPE Containers	1.0%	-10	1.5%	36	1.1%	15
PETE Containers	0.6%	-6	0.8%	18	0.6%	8
Miscellaneous Plastic Containers	0.8%	-9	0.8%	19	0.8%	11
Film Plastic	4.2%	-46	4.3%	103	4.2%	56
Durable Plastic Items	1.0%	-11	0.8%	21	1.0%	13

Remainder/Composite Plastic	1.2%	-13	1.0%	24	1.1%	15
Other Organic	45.7%	-497	43.1%	1,045	45.0%	602
Food	17.4%	-189	27.2%	660	20.0%	268
Leaves and Grass	12.7%	-139	4.2%	101	10.5%	140
Prunings and Trimmings	3.3%	-36	0.3%	8	2.5%	34
Branches and Stumps	0.1%	-1	0.0%	0	0.1%	1
Agricultural Crop Residues	0.0%	0	0.0%	0	0.0%	0
Manures	0.0%	0	0.0%	0	0.0%	0
Textiles	2.6%	-29	2.0%	48	2.4%	33
Remainder/Composite Organic	9.5%	-103	9.4%	229	9.5%	127
Construction and Demolition	5.5%	-60	1.5%	37	4.5%	60
Concrete	0.3%	-3	0.0%	0	0.2%	3
Asphalt Paving	0.0%	-0	0.0%	0	0.0%	0
Asphalt Roofing	0.0%	-0	0.0%	0	0.0%	0
Lumber	1.7%	-19	0.6%	15	1.4%	19
Gypsum Board	0.8%	-8	0.1%	1	0.6%	8
Rock, Soil and Fines	1.7%	-18	0.2%	4	1.3%	17
Remainder/Composite Construction and Demolition	1.0%	-11	0.7%	17	0.9%	12
Household Hazardous Waste	0.3%	-3	0.4%	9	0.3%	4
Paint	0.2%	-2	0.3%	6	0.2%	3
Vehicle and Equipment Fluids	0.0%	-0	0.0%	0	0.0%	0
Used Oil	0.0%	-0	0.0%	0	0.0%	0
Batteries	0.1%	-1	0.1%	2	0.1%	1
Remainder/Composite Household Hazardous	0.0%	-0	0.0%	0	0.0%	0
Special Waste	0.8%	-9	2.4%	58	1.2%	17
Ash	0.0%	-0	0.1%	3	0.1%	1
Sewage Solids	0.0%	0	0.0%	0	0.0%	0
Industrial Sludge	0.0%	0	0.0%	0	0.0%	0

Treated Medical Waste	0.0%	-0	0.0%	0	0.0%	0
Bulky Items	0.5%	-5	0.2%	5	0.4%	5
Tires	0.1%	-1	0.8%	19	0.3%	4
Remainder/Composite Special Waste	0.2%	-2	1.3%	32	0.5%	7
Mixed Residue	5.1%	-56	0.8%	20	4.0%	54
Mixed Residue	5.1%	-56	0.8%	20	4.0%	54

MAMMOTH LAKES: 1999 Overall Commercial Waste Stream Sorted by Percent of Waste Stream for MAMMOTH LAKES ³⁹

Material Type	Annual Tonnage	Disposal Percent Stream	of Commercial
Food		1,518	29.8%
Newspaper		539	10.6%
Remainder/Composite Paper		471	9.2%
Uncoated Corrugated Cardboard		301	5.9%
Film Plastic		238	4.7%
Other Miscellaneous Paper		212	4.2%
Clear Glass Bottles and Containers		187	3.7%
Brown Glass Bottles and Containers		143	2.8%
Remainder/Composite Organic		139	2.7%
Leaves and Grass		126	2.5%
Textiles		98	1.9%
Remainder/Composite Plastic		84	1.6%
Magazines and Catalogs		77	1.5%
Other Ferrous		75	1.5%
Remainder/Composite Construction and Demolition		72	1.4%
Prunings and Trimmings		71	1.4%
Green Glass Bottles and Containers		69	1.4%

³⁹ Source for this solid waste data: <http://www.ciwmb.ca.gov/wastechar/wcabscrn.asp>

Durable Plastic Items	62	1.2%
White Ledger	49	1.0%
HDPE Containers	46	0.9%
Lumber	44	0.9%
Phone Books and Directory	43	0.8%
Tin/Steel Cans	43	0.8%
PETE Containers	39	0.8%
Paper Bags	37	0.7%
Remainder/Composite Metal	33	0.6%
Mixed Residue	32	0.6%
Computer Paper	31	0.6%
Miscellaneous Plastic Containers	28	0.6%
Other Office Paper	27	0.5%
Remainder/Composite Glass	23	0.5%
Aluminum Cans	21	0.4%
Rock, Soil and Fines	17	0.3%
Tires	16	0.3%
Other Non-Ferrous	11	0.2%
Bulky Items	10	0.2%
Gypsum Board	10	0.2%
Manures	8	0.1%
Concrete	6	0.1%
Asphalt Paving	5	0.1%
Color Ledger	5	0.1%
Flat Glass	3	0.1%
Remainder/Composite Special Waste	2	0.0%
Batteries	1	0.0%
Other Colored Glass Bottles and Containers	1	0.0%
Major Appliances	1	0.0%
Paint	0	0.0%

Remainder/Composite Household Hazardous	0	0.0%
Ash	0	0.0%
Vehicle and Equipment Fluids	0	0.0%
Branches and Stumps	0	0.0%
Asphalt Roofing	0	0.0%
Used Oil	0	0.0%
Sewage Solids	0	0.0%
Industrial Sludge	0	0.0%
Treated Medical Waste	0	0.0%
Agricultural Crop Residues	0	0.0%

Appendix C – Excerpts from ICLEI Sustainability Inventory 2006 regarding Waste⁴⁰

“In 2003 the [San Miguel Regional Recycling] Task Force developed guidelines for summer festival promoters. Several of the major festivals have adopted these guidelines and in several cases gone farther in this effort. The Telluride Bluegrass Festival, and the Blues and Brews Festival are the two largest to adopt the guidelines. With attendance numbering between 8,000 to 12,000 daily, this has significant potential toward reducing waste. The goal is to persuade more festival and event organizers to adopt the guidelines. The guidelines are outlined below:

Green Festival Guidelines

Goal: To reduce the consumption of virgin materials.

To reduce the amount of waste generated.

To get the highest environmental return for our dollar.

Festivals which wish to promote their festivals as “green” will try to adhere to the following guidelines.

- Do not offer for sale or give away bottled water – provide a stand where festival goer can fill up their own containers.
- Use post consumer waste to produce programs.
- Provide bins where festival programs can be recycled.
- Include in all programs “green” festival guidelines.
- Any festival with a “beer booth” will use mugs with post consumer recycled content, mugs that are recyclable, or mugs that will be reused by the festival organizers at future events. Discarding of mugs will be discouraged through a required deposit.
- Do not put festival specific information on mugs so that they can be used at future events.
- Increase education of festivalgoer regarding waste reduction and recycling.
- Provide recycling of glass, aluminum, and #1 and #2 plastics at all campgrounds.
- Food booths use biodegradable serving items.
- Publish an “approved green” list for all supplies that vendors use.
- Provide a manned recycling area inside the festival grounds.
- Use biodiesel whenever possible to run generators.
- Purchase “green” power for the event.”...

⁴⁰ From:

<http://www.sanmiguelcounty.org/pls/portal/docs/PAGE/SMCWEBSITE/TABNEWS/SMC%20FINAL%20SUSTAINABILITY%20INVENTORY.PDF>

“RECOMMENDATIONS

- Set a community goal to reduce solid waste generation by a certain percentage. Stimulate participation through a contest created by youth in schools.
- Create a contest for re-use of disposable materials.
- Encourage home and restaurant business vermiculture composting systems. Hold a community workshop teaching citizens “how-to”. Sell vermiculture kits as a fundraiser.
- More easily accessed recycling services region-wide.
- Consistent tracking of recycling statistics between the county and town agencies to work on goals.
- With the help of local governments, continue to explore locations for a regional composting center; considering the possibility of two locations, one on the West end of the County and one closer to Telluride.
- Improve county-wide recycling by improving participation and finding more resourceful market destinations for materials.
- Research composting technology in similar climates in Europe.
- Investigate the benefits of instituting a plastic bag ban. Although no data is directly provided on this issue, nationally plastic bags are a significant and growing part of the waste stream and a significant source of litter.
- Adopt a consistent system for tracking landfilled, incinerated, composted, and recycled waste by material type with uniform and frequent reporting by all waste service providers.
- Increase opportunities for community recycling by implementing curbside recycling where feasible throughout the county, increasing the number of community recycling drop-off locations and material types collected.
- Develop a local recycling transfer station to collect recyclables and improve the economic viability of shipping them out of the community.
- Follow Seattle’s lead and ban the inclusion of recyclables in waste sent to landfill or incineration.
- Establish a goal for reducing total community and municipal solid waste sent to landfill as well as target diversion rates.
- Create strict disposal guidelines and salvage/re-use requirements for commercial and residential construction.
- Utilizing the San Miguel Regional Recycling Task Force, develop a newsletter to provide regular communication with residential and commercial recyclers on changes in regional recycling programs, reminders on how, when, and where to recycle, and other news worthy information such as special hazardous waste and electronics disposal events.”

See full Sustainability Inventory at: <http://www.telluridevision.org/DocumentView.asp?DID=14>.