

**TOWN OF MOUNTAIN VILLAGE
TOWN COUNCIL REGULAR MEETING
WEDNESDAY, MARCH 16, 2016, 2:00 PM
2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL
455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO
AGENDA**

	Time	Min	Presenter	Type	
1.	2:00				Call to Order
2.	2:00	60	Reed Mahoney	Legal	Executive Session for the Purpose of Receiving Legal Advice Pursuant to C.R.S. 24-6-402(b), and for the Purpose of Negotiations Pursuant to C.R.S. 24-6-402(4)e
3.	3:00	5			Public Comment on Non-Agenda Items
4.	3:05 p.3 p.9	5	Johnston	Action	Consideration of Approval of Minutes: a. February 11, 2016 Regular Meeting Minutes b. February 22, 2016 Special Meeting Minutes
5.	3:10	20	Felicelli	Informational	San Miguel Power Discussion on the Power Outage February 13 & 14, 2016
6.	3:30 p.11	20	West Region Wildfire Council - Falk	Presentation	West Region Wildfire Council: 2014 Mountain Village Resident Wildfire Survey Results and Parcel-level Wildfire Risk Assessments
7.	3:50 p.22	5	Bangert	Informational	Mountain Village Wildfire Mitigation/Defensible Space Regulations Update
8.	3:55 p.30	5	Drew	Informational	Mountain Village Defensible Space Incentive Program
9.	4:00	15	Council Members	Informational	Council Boards and Commissions Updates: a. Eco Action Partners -Sherry b. Telluride Historical Museum-Sherry c. San Miguel Watershed Coalition – Jett d. Colorado Flights Alliance – Jansen e. Transportation & Parking – MacIntire/Benitez f. Budget & Finance Committee – McKinley/Caton g. Gondola Committee – McKinley/Caton h. Mayor’s Update – Jansen
10.	4:15 p.32 p.35	15	Drew Montgomery	Informational Action	Staff Reports: a. Plaza & Environmental Services b. Town Manager
11.	4:30 p.38	10	Swain Vergari	Presentation	Finance: Presentation of the February 28, 2016 Business & Government Activity Report (BAGAR)
12.	4:40 p.40	20	Martelon	Informational	Marketing Telluride Inc. Quarterly Report
13.	5:00 p.70	15	Lannon	Informational	Telluride Historical Museum 2015 Annual Report
14.	5:15 p.79	30	Montgomery	Work Session	Review of and Recommendations to a Draft San Miguel Regional Transportation Authority (RTA) Intergovernmental Agreement
15.	5:45	15	Loebe	Work	Discussion of Process for Engagement of Stakeholders in

			Montgomery	Session	Gondola Impact Study
16.	6:00	30			Dinner
17.	6:30 p.101	30	Van Nimwegen	Action	Consideration of Appointments: a. Four Regular Seats on the Design Review Board b. One Alternate Seat on the Design Review Board
18.	7:00 p.119	5	Van Nimwegen	Action Quasi- Judicial	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance to Rezone, Major Subdivision and Vested Rights approval for Lots 376RA, 387R and Access Tract A-376 (127 and 129 Rocky Road) <i>Note: This Item will be Continued to the April Council Meeting</i>
19.	7:05 p.120	15	Van Nimwegen	Action Quasi- Judicial	Consideration of a Resolution Approving a Conditional Use Permit for a Panning Sluice Amusement on Tract OS-3X (Heritage Plaza)
20.	7:20 p.136	10	Mahoney	Action	Second Reading, Public Hearing and Council Vote on an Ordinance Amending Section 17.6.6 of the Town's Community Development Code Related to the Acceptance of Access Tracts by the Town
21.	7:30 p.150	20	Mahoney Montgomery	Action	Consideration of a Request from Gondola Plaza Parking Association to Extend the Deadline to Commence Construction Pursuant to a Settlement Agreement Between Gondola Plaza Parking Association and the Town
22.	7:50 p.191	15	Kennefick Major	Work Session	Discussion on the 2017 Mountain Village Grant Process with Telluride Foundation
23.	8:05 p.209	5	Broady Reed		Consideration of Approval of an Intergovernmental Agreement for Dispatch Services Between the City of Montrose, Mountain Village Police Department, Telluride Town Marshall, Telluride Fire Protection District and the County of Montrose, Colorado
24.	8:10 p.214	5	Kennefick	Informational	Other Business: a. Colorado Municipal League Conference Registration b. Ratification of Letter to Federal Energy Regulatory Commission
25.	8:15				Adjourn

Please note that times are approximate and subject to change.

03/04/16

jk

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



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**TOWN OF MOUNTAIN VILLAGE
MINUTES OF THE FEBRUARY 11, 2016
REGULAR TOWN COUNCIL MEETING**

AGENDA ITEM # 4a

The meeting of the Town Council was called to order by Mayor Dan Jansen at 8:34 a.m. on Thursday, February 11, 2016 in the Mountain Village Town Hall, 455 Mountain Village Town Hall Boulevard, Mountain Village, Colorado.

Attendance:

The following Town Council members were present and acting:

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

The following Town Council members were absent:

Also in attendance were:

Kim Montgomery, Town Manager
Jackie Kennefick, Director of Administration/Town Clerk
Susan Johnston, Deputy Town Clerk
Christina Meilander, Administrative Services Coordinator
David Reed, Town Attorney
Jim Mahoney, Assistant Town Attorney
Sarah Abbott
Nichole Zangara, Director of Marketing & Business Development
Kevin Swain, Finance Director
Chris Broady, Police Chief
Glen Van Nimwegen, Dir. of Planning & Development Services
Dave Bangert, Forester/Planner
Colleen Henderson, Planner II
Deanna Drew, Director of Plazas & Environmental Services
Jim Loebe, Director of Transit & Recreation
Sue Kunz, Director of Human Resources
Fin Kjome, Director of Public Works
Steven Lehane, Director of Broadband & Cable Services
Dave Mayer

Suse Connolly
Jolana Vanek
Chris Troser
James Gallagher
Dennis Lankes
Pete Mitchell
Alex Brown
Stephen Roth
Rich Nuttall
Lawrence Crosby
Greg Pack
Anton Benitez
Jessica Kingston
Kate Jones
Jessie Johnson
Brian Kanaga
Marc Nager
Paul Major
Skippy Mesirow

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

On a **MOTION** by Dan Caton and seconded by Laila Benitez, Council agreed to enter into Executive Session for the purpose of receiving legal advice pursuant to C.R.S. 24-6-402(b), and for the purpose of negotiations pursuant to C.R.S. 24-6-402(4)e at 8:35 a.m.

Michelle Sherry arrived at 8:40 a.m.
Bruce MacIntire arrived at 8:47 a.m.

Council returned to regular session at 9:49 a.m.

Public Comment for Non-Agenda Items (3)

There was no public comment.

Consideration of Approval of Meeting Minutes:(4)

a. January 21, 2016 Regular Meeting

On a **MOTION** by Marty McKinley and seconded by Dan Caton, Council voted unanimously to approve the January 21, 2016 Town Council meeting minutes with the following revisions: agenda item 9 clarifying that the item *cannot* be addressed in the current year and in item 11.c. change the identity of the “second” person on the motion.

Liquor Licensing Authority:

a. Consideration of an Application by Telski Food & Beverage Services, LLC DBA Tomboy Tavern for a Modification of Premises on the H&R Liquor License April 2-3, 2016 for a Closing Day Special Event (5)

Deputy Town Clerk Susan Johnston presented the above application. Telski representative Alex Brown stated that the event will be similar to last year’s Mountain Town Get Down, and that the goal is to add vibrancy in the Town with events such as this. Council discussion ensued. On a **MOTION** by Cath Jett and seconded by Laila Benitez, Council voted unanimously to approve a temporary modification of premises on the above H&R liquor license April 2-3, 2016 for a Closing Day special event as presented.

Telluride Regional Airport Authority (TRAA) Bi-Annual Report(6)

Telluride Airport Manager Rich Nuttall presented the report stating that fuel sales are up 4.5 % and the airport experienced a successful 2015. The de-ice pad is almost completed, and the master plan update should be completed by June 2016. Mr. Nuttall detailed the history of aircraft approaches at the airport. TRA has been placed on the FAA approval schedule and they are anticipating that in the next year the new Required Navigational Performance (RNP) approach will be approved. The flight pattern for the RNP approach has not yet been determined and there are several possible scenarios. The Mayor encouraged public engagement. Council thanked Mr. Nuttall for an informative report.

Consideration of Releasing Funds Earmarked for Telluride Venture Accelerator (TVA) Event Sponsorship (7)

Marketing and Business Development Director Nichole Zangara presented the above item. Mayor Jansen recused himself from the discussion and Mayor Pro Tem Marty McKinley presided. Mr. McKinley stated that Legal Counsel received a request to remove this item from the agenda stating that proper disclosure procedure was not followed for what was believed to be a grant request, among other issues. Mr. McKinley stated that this is not a grant request; rather it is an event sponsorship program that was budgeted for and included in the 2016 Town budget that was adopted in December. Ms. Zangara stated that this item is agendaized today to request the release of the sponsorship funds to support four events through the TVA program. Public comment was received by Brian Kanaga, Paul Major, Jolana Vanek, Dave Mayer, and Skippy Mesirov. Paul Major of the Telluride Foundation addressed some of the comments regarding Telluride Foundation’s financials and how they are dispersed and offered to meet with anyone who would like to understand them better. Extensive Council discussion ensued. Council was sympathetic to the concern about spending, however; Council consensus was that this expenditure is about promoting business development and growth in Mountain Village. On a **MOTION** by Dan Caton and seconded by Bruce MacIntire, Council voted unanimously to approve the sponsorship funding specifically for the four events up to \$30,000 and require TVA to submit an invoice (with backup) for each event.

Consideration of Approval of a Memorandum of Understanding Between the Town, Telluride Mountain Village Owners Association and Telluride Ski and Golf Regarding the Process to Amend the Town Hall Subarea Plan of the Mountain Village Comprehensive Plan (8)

Planning and Development Services Director Glen Van Nimwegen presented the above item stating that Council members Cath Jett and Bruce MacIntire met with other potential planning committee members on January 27th, 2016 to draft an MOU with the following key points:

1. The addition of key objectives
 - a) Understanding development options
 - b) Gaining alignment on strategy for gathering owner and resident input on their visions for THS
 - c) Gaining consensus among principals about intentions for parcels so that decision can be made that will not negatively impact infrastructure or overall plan for the Town Hall Subarea
2. The Oversight Committee will consist of nine members:
 - a) 2 representatives appointed from Town of Mountain Village, TMVOA & Telski
 - b) Anton Benitez, TMVOA Executive Director
 - c) Glen Van Nimwegen, Director of Planning & Development Services
 - d) Outside Facilitator (non-voting)
3. The committee's rules of order will emphasize reaching a consensus on issues amongst its members
4. Added "Creation of a gateway" to the considerations of the plan
5. Modified the selection process for the consultant

All meetings will be open to the public and public comment is welcomed. Council discussion ensued. Public comment was received by Jolana Vanek. On a **MOTION** by Marty McKinley and seconded by Laila Benitez, Council voted unanimously to approve the Memorandum of Understanding between Town, Telluride Mountain Village Owners Association and Telluride Ski and Golf regarding the process to amend the Town Hall Subarea Plan of the Mountain Village Comprehensive Plan as presented.

Consideration of Appointments: (9)

a. Town Hall Subarea Planning Committee

On a **MOTION** by Michelle Sherry and seconded by Dan Caton, Council voted unanimously to appoint Cath Jett and Bruce MacIntire to the Town Hall Subarea Planning Committee.

Update on Negotiations with Crown Castle Regarding a Franchise Agreement for the Installation of a Dispersed Antenna System within the Town of Mountain Village (10)

Assistant Town Attorney Jim Mahoney presented the above item stating that over the past year, Town staff has been looking at options to help solve wireless communications issues experienced by residents and guests, especially at peak visitation times around holidays, spring break, festivals and special events. Crown Castle is the nation's largest provider of shared wireless infrastructure. They provide a Dispersed Antenna System (DAS) that is a network of small, indiscrete, strategically dispersed antennas that distribute coverage in a manner that is less affected by high concentrations of cellular use. The locations of the nodes are all on Town owned property, however; the Hub or Macro Tower could potentially be on TSG property and Crown Castle is negotiating with TSG for the location. Council discussion ensued. Public comment was received by Pete Mitchell and Jolana Vanek.

Telluride Arts District Update (11)

Telluride Arts District Director Kate Jones presented the update stating that the non-profit has been around since 1971 with a mission to advance the Telluride Arts District. Ms. Jones discussed the desire to advance some of their programs and services into Mountain Village. The Arts District is interested in being a part of the pairing and promoting of Telluride and Mountain Village together. In 2011 a cultural master plan was created and Telluride Arts District was tasked to provide the leadership to move the plan forward in these three areas:

1. Marketing and Promotion: (telluridearts.org)
2. Resources for local artists
3. Space for the arts.

They are working with the company Art Space; helping to create a self-sustaining space for art within the Telluride Transfer Warehouse. In order to develop the space Telluride Arts District will need to raise seven to ten million dollars. Council discussion ensued. Council thanked Ms. Jones for the presentation and consensus was in favor of promoting the arts expansion into Mountain Village.

2016 Community Incentive Programs(12)

Plaza and Environmental Services Director Deanna Drew presented the 2016 community incentive programs:

1. Relight Mountain Village LED Discount Program
2. Solar Energy Rebate Program
3. Noxious Weed Control Incentives
4. Defensible Space/Wildfire Mitigation Incentive Program
5. Community Heat Trace Conservation and Safety Incentive Program

The total amount of incentive funds made available to the community in 2016 was \$152,000. Public comment was received by Anton Benitez who thanked Ms. Drew's department for working so hard and being so easy to work with. Eco Action Partners can help spread the word about the Mountain Village programs via their website.

Second Reading, Public Hearing and Council Vote on an Ordinance Prohibiting the Possession of Weapons on Town Property (13)

Mountain Village Police Chief Chris Broady presented the above item. The Mayor opened the public hearing. Public comment was received by Jim Gallagher. The Mayor closed the public hearing. On a **MOTION** by Laila Benitez and seconded by Dan Caton, Council voted 7-0 to approve as presented, an Ordinance prohibiting the possession of weapons on Town property.

Second Reading, Public Hearing and Council Vote on an Ordinance Amending Section 9.17.010 of the Town of Mountain Village Municipal Code Related to Discharging Weapons Within the Town (14)

Chief Broady presented the above Ordinance. Council discussion ensued. The Mayor opened the public hearing. There was no public comment. The Mayor closed the public hearing. On a **MOTION** by Laila Benitez and seconded by Dan Caton, Council voted 7-0 to approve as presented, an Ordinance amending section 9.17.010 of the Town of Mountain Village Municipal Code related to discharging weapons within the Town.

Second Reading, Public Hearing and Council Vote on an Ordinance Adopting Regulations for Off Highway Vehicles, Utility Type Vehicles, Special Mobile Machinery and Golf Carts on Town Streets (15)

Chief Broady introduced the above item. The Mayor opened the public hearing. Public comment was received by Chris Trosper with Bruin Waste. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Marty McKinley and seconded by Laila Benitez, Council voted 7-0 to approve as presented, an Ordinance adopting regulations for Off Highway Vehicles (OHV), Utility Type Vehicles (UTV), Special Mobile Machinery (SMM) and golf carts on Town streets.

First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Amending Section 17.6.6 of the Town's Community Development Code Related to the Acceptance of Access Tracts by the Town(16)

Jim Mahoney presented the above item stating that there are about 50 publicly owned access tracts. Some of the tracts pose safety issues throughout the Town and the Town has expressed interest in taking on those access tracts. The Ordinance will give the Town the ability to make improvements to the access tracts, however; it does not obligate the Town in any way. On a **MOTION** by Dan Caton and seconded by Bruce MacIntire, Council voted 7-0 to approve an Ordinance amending section 17.6.6 of the Town's Community Development Code related to the acceptance of access tracts by the Town and setting a public hearing and final Council vote for March 16, 2016.

Consideration of a Letter of Support to Extend Property Tax Authorization for RTA Funding(17)

Kim Montgomery presented the letter of support stating that it will be sent to Chairman Max Tyler and Honorable members of the House Transportation and Energy Committee. The letter supports extending the property tax authorization for RTA funding through January 1, 2029. On a **MOTION** by Laila Benitez and

seconded by Bruce MacIntire, Council voted unanimously to approve a letter of support to extend property tax authorization for RTA funding.

Council worked through lunch.

Discussion of Scope of Work for Benchmarking Study and Authorization to Prepare a Request for Proposal(19)

Dan Caton presented the above item stating that he put together the proposed scope of the study including expectations. He stressed that public input will be welcomed. An outside consultant will conduct the study and a Request for Proposal (RFP) for that consultant will be created by March 1, 2016. Council was supportive. Public comment was received by Anton Benitez and Brian Kanaga.

Dan Jansen left the meeting at 12:55 p.m.

Cath Jett left the meeting at 12:57 p.m.

Council Boards and Commissions Updates: (20)

a. Eco Action Partners(EAP) –Sherry

There was no update.

b. Telluride Historical Museum-Sherry

Michelle Sherry stated that Museum is planning a Pub Crawl February 18th, Snow Shoe Tour February 20th, and private ski into history tours as well as self-guided walking tours of Telluride with Ashley Boling.

c. San Miguel Watershed Coalition – Jett

There was no update.

d. Colorado Flights Alliance (CFA) – Jansen

There was no update.

e. Transportation & Parking- Benitez/MacIntire

Kim Montgomery stated that a letter was sent to Telluride Ski and Golf (TSG) regarding the Gondola Parking Garage (GPG) and Meadows Parking Lot. The Town has agreed not to charge for parking for the winter season, however; the committee will begin discussion regarding summer parking rates and present recommendations to Council.

f. Budget & Finance Committee – McKinley/Caton

Marty McKinley stated that meetings will begin in March.

g. Gondola Committee – McKinley/Caton

The next meeting is set for March 3rd.

h. Mayor's Update – Jansen

There was no update

Staff Reports: (21)

a. Cable & Broadband

Cable and Broadband Services Director Steven Lehane stated that the holiday season was a success with no complaints of slow speed. A new interactive website and billing system will be launched April 30th. Customers will be able to add new services through the website. Council thanked him for a thorough report and for his input in the Crown Castle negotiations.

b. Human Resources:

• Bi-annual Report

Human Resources Director Sue Kunz presented her report stating that seasonal turnover is down and that can be partially attributed to the wage increase that went into effect last year. 88% of employees stated that they are "satisfied" or "very satisfied" with their jobs. Health insurance costs went down as a result of low medical claims in 2015. 44% of staff is over age 50 which will result in some turnover in the near future and the need for succession plans. Council directed staff to look into whether other communities do similar compensation studies and conduct regular employee surveys. Discussion ensued regarding more specific and frequent surveying. Council thanked Ms. Kunz for a thorough report.

- **Consideration of Approval of the 2016 Employee Handbook**

Ms. Kunz presented the 2016 Employee Handbook with revisions. Council discussion ensued. On a **MOTION** by Laila Benitez and seconded by Dan Caton, Council voted unanimously to approve the 2016 Employee Handbook as presented.

- b. **Town Manager**

Town Manager Kim Montgomery presented her report stating that the focus of the February 22nd Regional Transit Authority (RTA) meeting will be on funding mechanisms. Council discussion ensued.

Other Business: (22)

- a. **Update on 2017 Grant Funding Process**

Director of Administration/Town Clerk Jackie Kennefick stated that Paul Major of the Telluride Foundation will attend the March Town Council Meeting for a discussion on the grant funding process.

Chief Chris Broady stated that he had received an email from Stephanie Jaquet with the Town of Telluride stating that The Ride Festival has asked the Telluride Town Council to allow them to increase their ticket sales from 9,000 to 11,500. If approved, The Ride Festival has asked to utilize the Gondola Parking Garage and permission for overflow parking on Mountain Village Blvd. Council was open to considering the request.

There being no further business, on a **MOTION** by Laila Benitez and seconded by Dan Caton, Council unanimously agreed to adjourn the meeting at 1:34 p.m.

Respectfully prepared,

Susan Johnston
Deputy Town Clerk

Respectfully submitted,

Jackie Kennefick
Town Clerk



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**TOWN OF MOUNTAIN VILLAGE
MINUTES OF THE FEBRUARY 22, 2016
SPECIAL TOWN COUNCIL MEETING**

AGENDA ITEM # 4b

The special meeting of the Town Council was called to order by Mayor Pro-Tem Marty McKinley at 8:30 a.m. on Monday, February 22, 2016 in the Mountain Village Town Hall, 455 Mountain Village Town Hall Boulevard, Mountain Village, Colorado.

Attendance:

The following Town Council members were present and acting:

Marty McKinley, Mayor Pro-Tem
Laila Benitez
Bruce MacIntire
Cath Jett (Via conference call)
Dan Caton
Michelle Sherry

The following Town Council members were absent:

Dan Jansen, Mayor

Also in attendance were:

Kim Montgomery, Town Manager
Susan Johnston, Deputy Town Clerk
Christina Meilander, Administrative Services Coordinator
David Reed, Town Attorney (Via conference call)
Jim Mahoney, Assistant Town Attorney
Chris Broady, Police Chief
Nichole Zangara-Riley, Director of Marketing & Business Development
Jim Loebe, Director of Transit & Recreation

Michael Martelon
Janice Zink
Todd Creel
Dennis Green
Greg Clifton
Geoff Hanson
Tom McGlade
Robin Hope

Michelle Sherry arrived at 8:33 a.m.

Consideration of a Request from The RIDE Festival to Allow Overflow Parking on Mountain Village Boulevard Similar to Bluegrass Festival Beginning Noon July 8, 2016 Through Noon July 11th, 2016(2)

Todd Creel and Janice Zink of The RIDE Festival presented the request stating that 2016 is the fifth year of The RIDE Festival, and the well-known band Pearl Jam has been contracted to play at the festival the weekend of July 8, 2016. The festival is asking the Town of Telluride to allow them to sell up to 2500 more tickets than they are presently allowed (from 9000 to 11,500) in order to keep the price affordable. The Town of Telluride requires a regulated barricade at the entrance to town when ticket sales are over 9000. Therefore, The RIDE is asking the Town of Mountain Village to allow for overflow parking on the streets in Mountain Village. Council discussion ensued on the following topics: the anticipated number of cars on Mountain Village Blvd, the cost of additional staffing, additional parking options, the economic impacts of the festival, and the need for a long term solution to overflow parking. President and CEO of Marketing Telluride Inc. Michael Martelon stated that the economic impacts will be tremendous and that he is anticipating that both Mountain Village and Telluride lodging will be sold out. Public comment was received by Tom McGlade 105 Eagle Drive Knoll Estates, Geoff Hanson with KOTO and Town of Telluride Town Manager Greg Clifton. On a **MOTION** by Dan Caton and seconded by Laila Benitez, Council voted unanimously to allow overflow parking on Mountain Village Blvd. for The RIDE Festival beginning noon July 8, 2016 through noon July 11th, 2016.

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

On a **MOTION** by Michelle Sherry and seconded by Dan Caton, Council agreed to enter into Executive Session for the purpose of receiving legal advice pursuant to C.R.S. 24-6-402(b), and for the purpose of negotiations pursuant to C.R.S. 24-6-402(4)e at 9:13 a.m.

Council returned to regular session at 9:28 a.m.

There being no further business, on a **MOTION** by Michelle Sherry and seconded by Dan Caton, Council unanimously agreed to adjourn the meeting at 9:29 a.m.

Respectfully prepared,

Susan Johnston
Deputy Town Clerk

Respectfully submitted,

Jackie Kennefick
Town Clerk

DRAFT

Survey Data Report: Town of Mountain Village, 2014
Prepared by WRWC and WiRē (Wildfire Research group), Jan 2016

Residents in the wildland-urban interface (WUI) can play an important role in reducing wildfires' catastrophic effects by performing wildfire risk mitigation on their property. "Wildfire risk mitigation" refers to activities that reduce the chances and/or potential consequences of a wildfire, including damage to or destruction of a home. These activities need to be performed before a wildfire occurs. Decisions about wildfire risk mitigation are complex and can be influenced by many factors, including residents' attitudes, experiences, knowledge, and concern about wildfire. They also can be influenced by people's access to information and other resources.

This report offers insight into the wildfire risk mitigation activities and related characteristics for people with homes in the Town of Mountain Village (TOMV), in the Telluride Fire Protection District (FPD) of San Miguel County, Colorado. This information can facilitate long-term monitoring, management, and educational practices concerning the mitigation of wildfire risk in WUI communities. The information comes from a social survey and property assessments administered by the West Region Wildfire Council (WRWC) as part of its mission to encourage wildfire risk mitigation on private property. This report provides information specific to the TOMV. We emphasize that results from similar surveys and assessments in other communities might differ, even if those communities are close to the TOMV.

How were the wildfire risk and social data collected?

The Bureau of Land Management (BLM) Southwest District Fire Management program and WRWC work to encourage residents of western Colorado to mitigate wildfire risk on their properties. As part of this effort, WRWC conducts wildfire risk assessments and household surveys for all properties with a residential structure of 800 square feet or larger in targeted communities. More information on the data collection will be described in a forthcoming report for the Telluride FPD, and procedures are very similar to those used in nearby counties (see Forest Service Research Notes RMRS-RN-66 and -67).

Wildfire Specialist Assessment

WRWC conducted the parcel-level, rapid wildfire risk assessment in summer 2014. This risk assessment is based on the Home Ignition Zone concept (Cohen 2000) and has been developed collaboratively by the BLM and WRWC over a series of implementations. A wildfire specialist assessed parcels for 11 characteristics that affect wildfire risk. These characteristics relate to the structure's wildfire-survivability as well as response considerations, such as firefighter access and evacuation potential. Each parcel was assigned an overall wildfire risk rating based on these 11 characteristics. This rating reflects a property's risk relative to the overall level of risk within its community rather than an absolute risk rating.

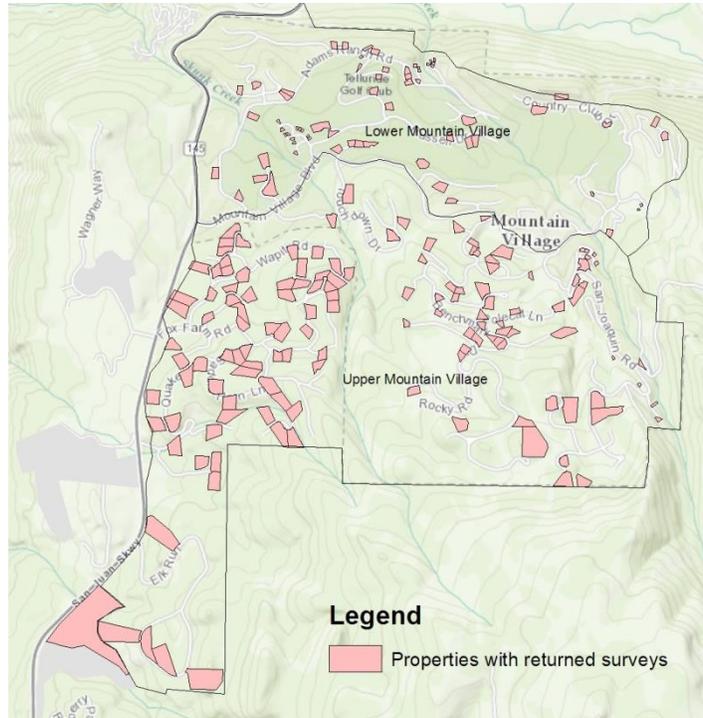
The wildfire specialist assessed properties primarily from public roadways and on-site, when permission was granted. When permission to enter was not granted, roadside assessment was supplemented with information from the San Miguel County Assessor's website and publicly accessible aerial and satellite imagery. When a characteristic was not observable by any method, the wildfire specialist assigned the highest risk category for the characteristic. This default could bias the professional assessments toward higher levels of risk in relevant categories. All assessments reflect the state of the property at the time of assessment. Wildfire risk assessments could be updated if a homeowner completes mitigation actions such as maintenance (e.g., grass mowing and needle clearing), moving combustible materials (e.g., porch furniture and propane grills), or retrofitting the home (e.g., installing fire-resistant roofing or decking).

Resident Survey

WRWC also conducted a survey of residents of all properties in the Telluride FPD, as identified by County Assessor records. The survey contained seven sections designed to collect a variety of social information. It also asked residents to assess their property based on the same 11 wildfire risk characteristics as those assessed by the wildfire specialist.

Study Location: Town of Mountain Village (TOMV), San Miguel County, Colorado

Data were collected in the Telluride FPD in San Miguel County, Colorado. San Miguel County covers 1289 square miles of southwestern Colorado. It contains three FPDs, including the Telluride FPD, which spans approximately 390 square miles of private and federal property and includes the historic town of Telluride, the Town of Mountain Village, multiple bedroom communities, and the Telluride Ski Resort. This report focuses on residential properties in the TOMV for which survey data were returned to WRWC.



Who responded to the survey?

Letters inviting residents of the Telluride FPD to participate in the social survey were sent to 1775 households. Seventy-three of the invitation letters were not deliverable. Fifteen percent of responding households (104) completed the survey online, including 58 households who manually entered an address in the study area that had not been sent an invitation letter. Overall, 713 residents responded to the survey for a response rate of approximately¹ 41% (= 713/[1775-73+58]).

In TOMV, 718 properties were assessed by WRWC, but only 212 of these have associated surveys (30%). This percentage may underestimate the TOMV response rate, however, because it does not account for undeliverable surveys. The remainder of this report pertains specifically to TOMV responses.

The vast majority of respondents own their residence (97%). Very few live in a mobile home (1%), and most indicate living there less than year-round (72%). Typical respondents have lived in their current residence for about 8 years (median move-in year is 2006) and expect to stay there for at least 5 more years (15% expect to move within 5 years). Move-in dates suggest that many did not build their own homes, because the median year in which respondents' homes were built was 2000.

Respondents range from 32 to 88 years old, with a median age of 60 years. Approximately one-third (32%) report being retired versus about one-half (54%) employed full-time. Fewer females (28%) responded than males. Respondents are highly educated and wealthy, with a reported 94% completing at least a college education, nearly half (44%) of respondents indicate having completed an advanced degree, and 69% reporting a household income of "more than \$200,000."

Substantial differences between the survey data and the US Census data for TOMV (e.g. owner-occupation rates 28% in the Census vs. 97% in the survey, median income of \$30,663 in the Census), paired with the methodology of mailing surveys to the mailing addresses noted in County Assessor

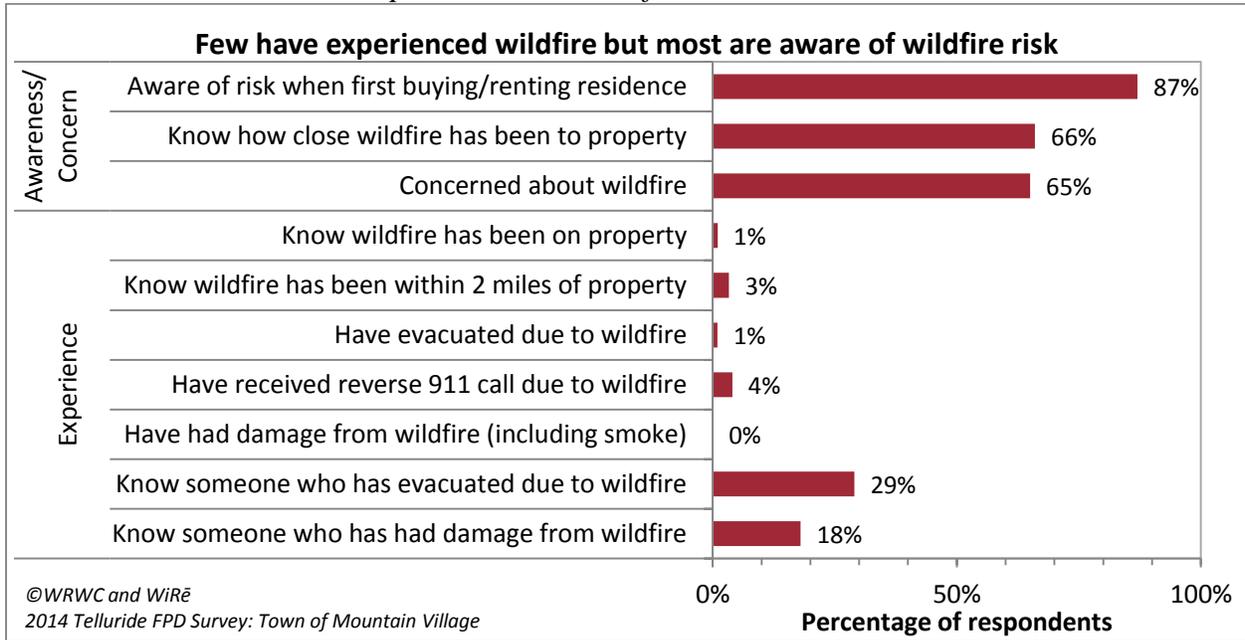
¹ Precise estimation of the response rate is not possible because a complete list of mailing addresses does not exist, and outreach efforts encouraging survey participation (i.e., newspaper advertisement, Facebook posts, message via the CodeRed system) were targeted to all area residents, including those not included in the list of mailing addresses.

records, suggest that many survey respondents are property owners who own, but do not live in, the properties in question.

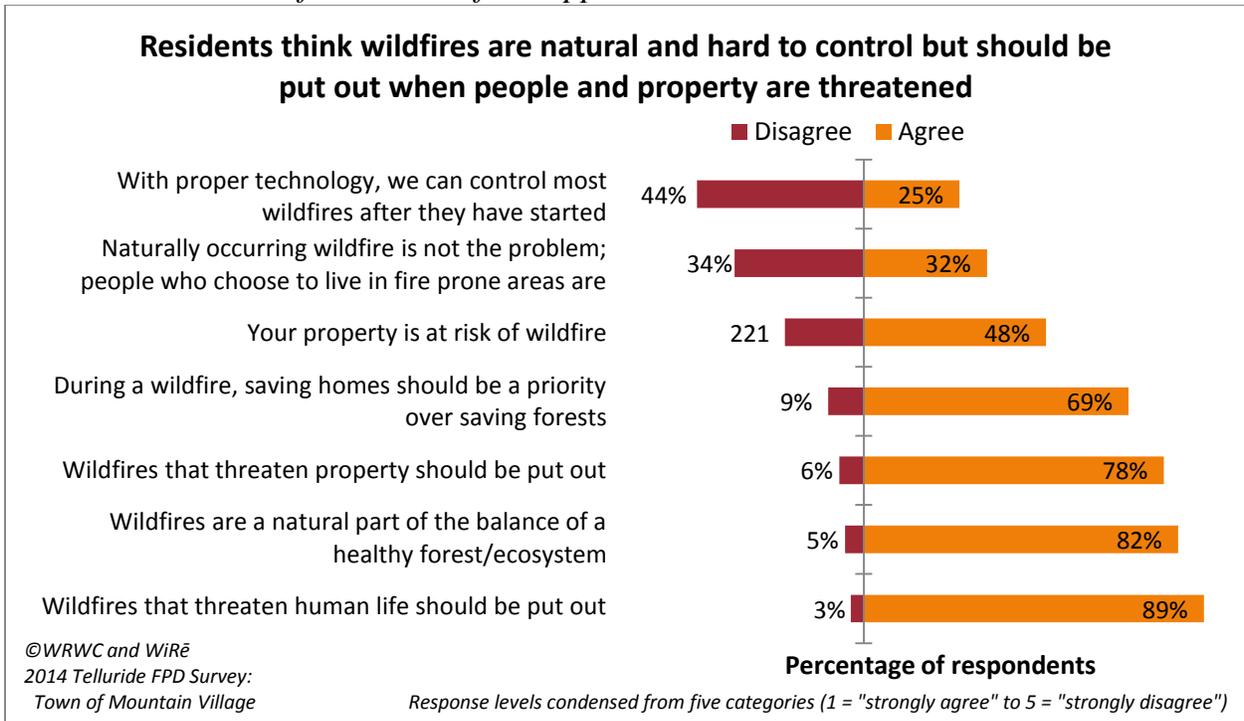
What do residents think about wildfire?

Residents' notions of wildfire may influence their willingness to address wildfire risk. Similarly, because insurance is intended to protect against financial losses due to property damage, it is possible that homeowners insurance, and the companies that administer it, play a relevant role in residents' perspectives on wildfire risk. This section presents data collected to address these concepts.

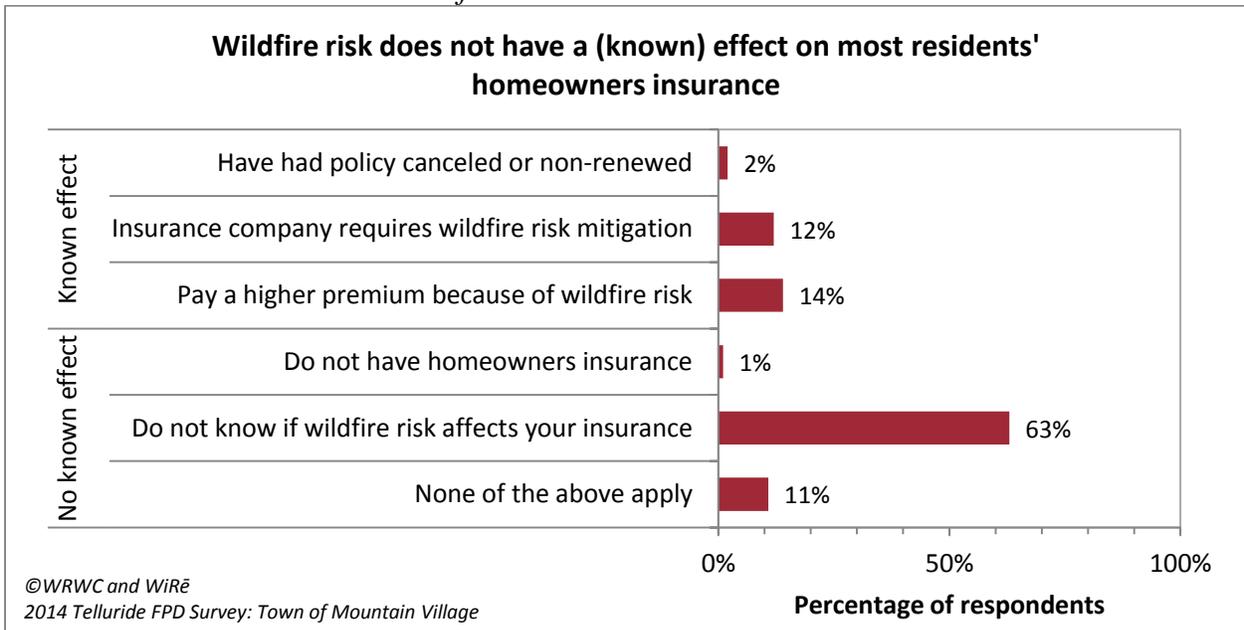
Awareness, concern, and experience with wildfire



Attitudes toward wildfire and wildfire suppression



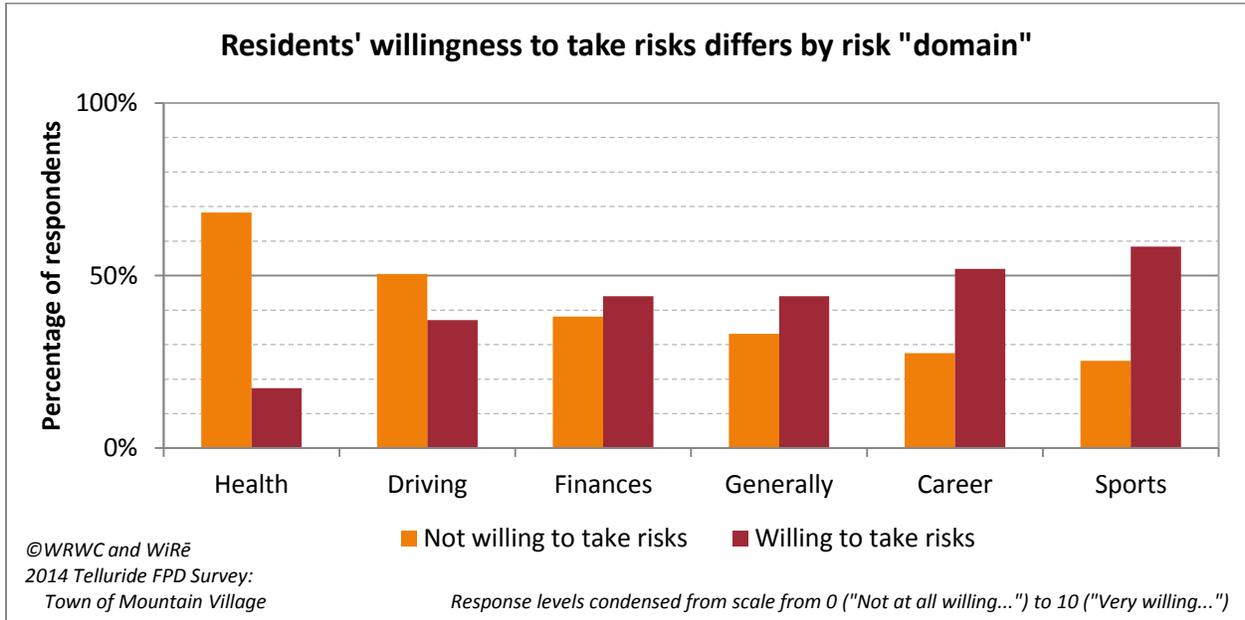
Homeowners insurance and wildfire



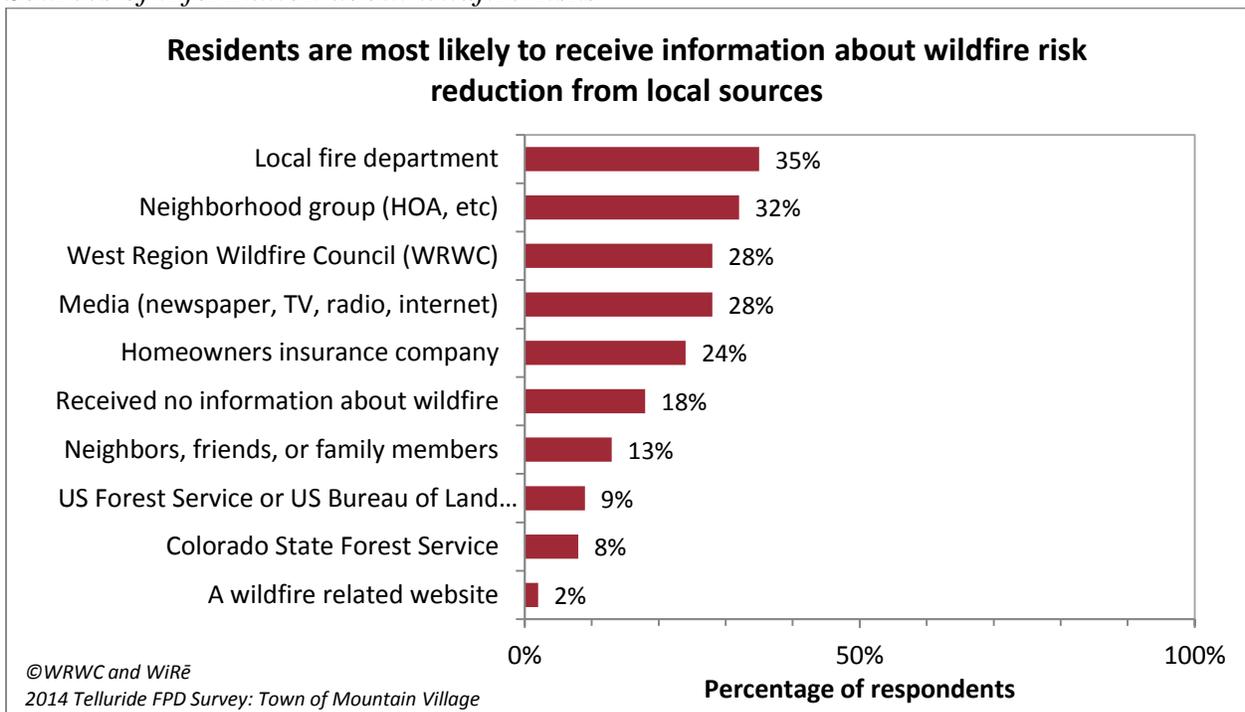
How do residents characterize risk?

It is often suggested that risk perceptions play an important role in residents' decisions about whether and how to mitigate wildfire risk, but there are many ways to think about risk. Results covered in this section pertain to different aspects of how residents understand and think about risk.

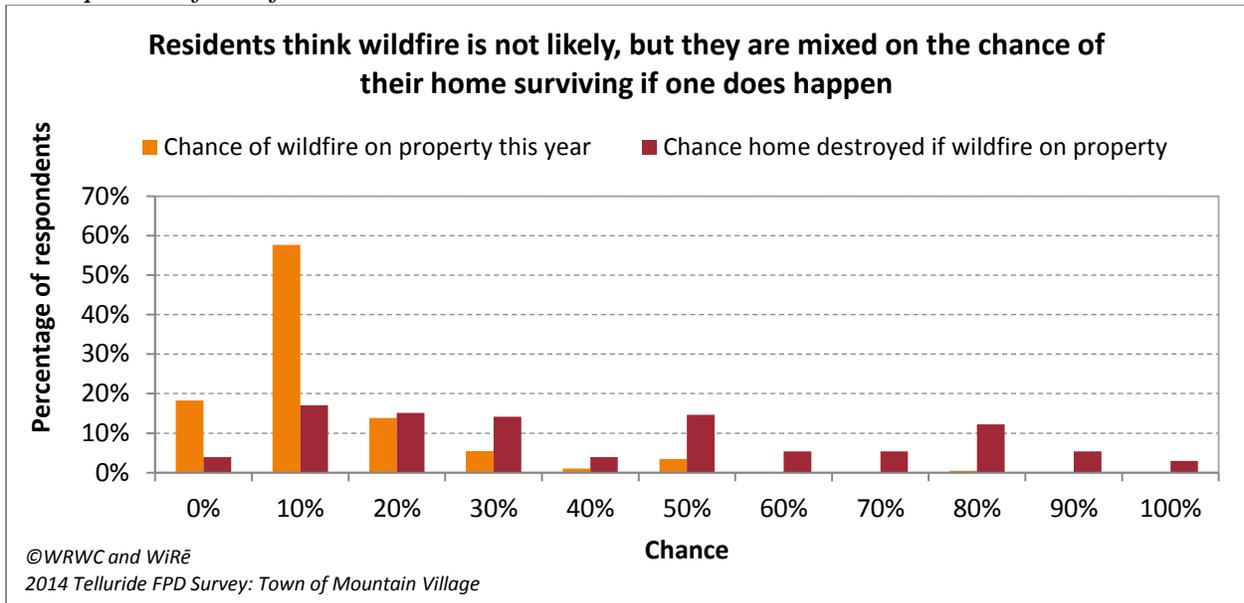
Attitudes toward risks



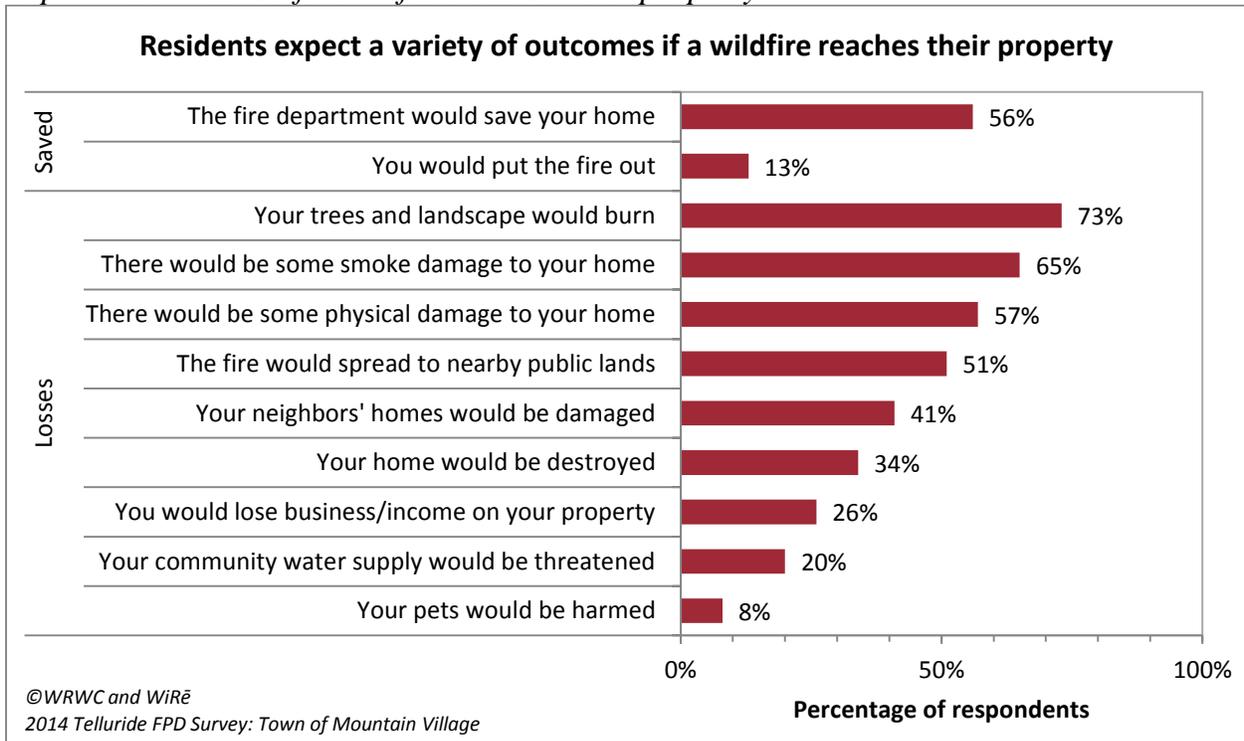
Sources of information about wildfire risks



Perceptions of wildfire risks



Expected outcomes of a wildfire on resident's property

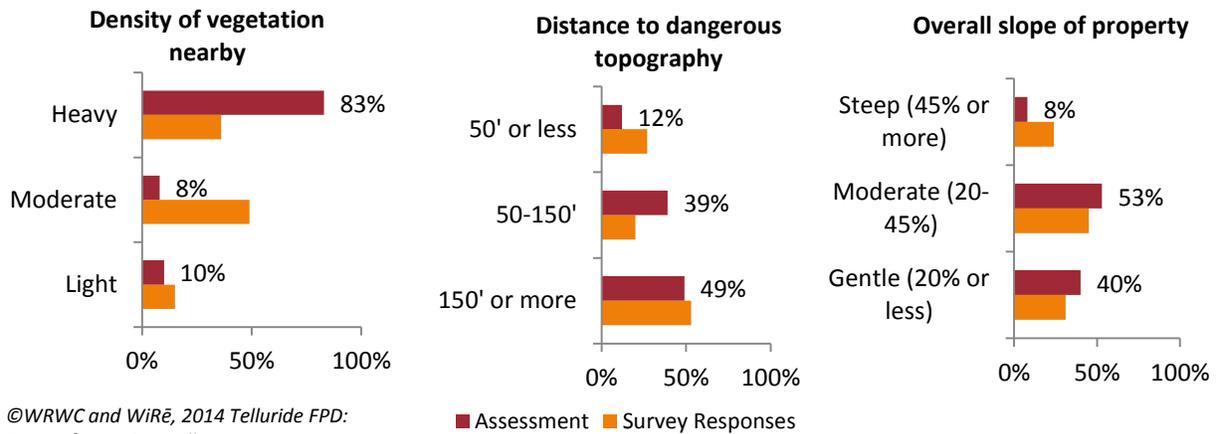


Professional assessment versus survey responses for property hazards

The charts in this section compare the results of the professional assessments against survey responses for the set of 11 property characteristics, as well as for the overall risk rating based on these characteristics. Properties without survey responses are not included here.

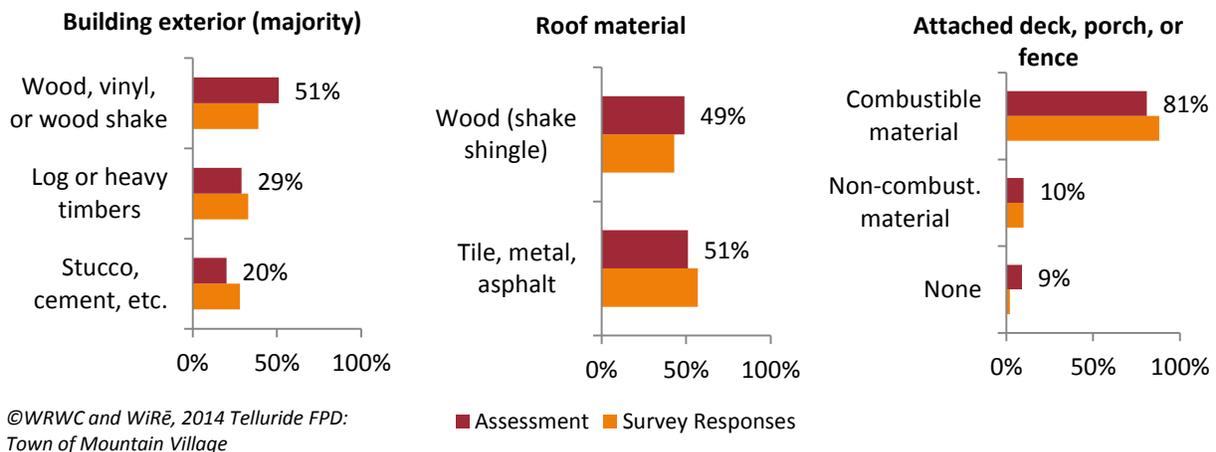
Background Risk Factors

The highest assessed background risk factor is the density of the vegetative fuels in the neighborhood, but many residents see the fuel as quite a bit less dense than the professional does. Residents are more likely to describe their property as having a steep slope than the professional, but both the professional and residents see a variety of slopes and distances to dangerous topography (e.g., ridges, canyons).



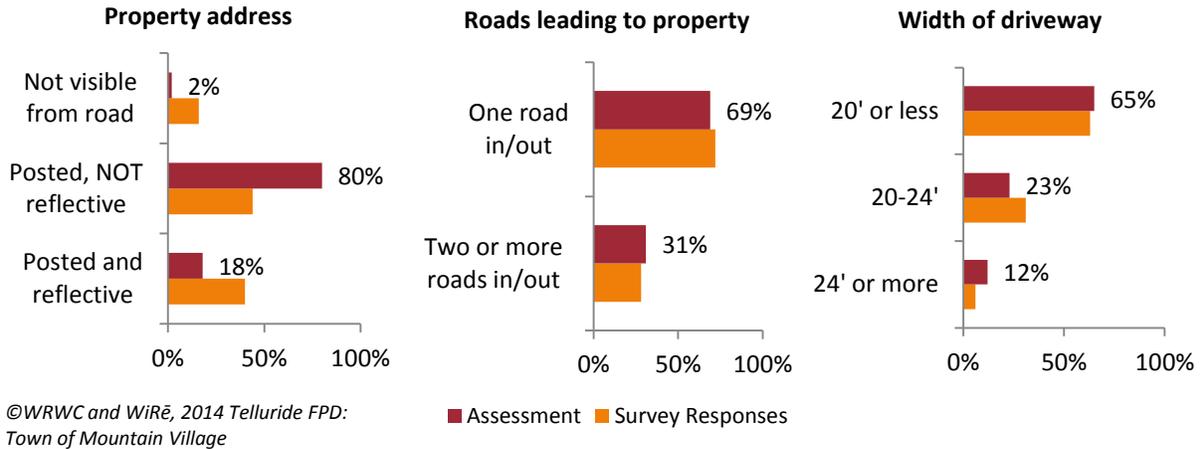
Structural Risk Factors

Many properties face high risk through structural risk factors. Combustible building materials are very common in this area, whether for exterior siding, porches and decks, attached fences, or even roofs. Residents and the professional rate these factors similarly in most cases, except that the professional sees combustible siding as more common than residents do.



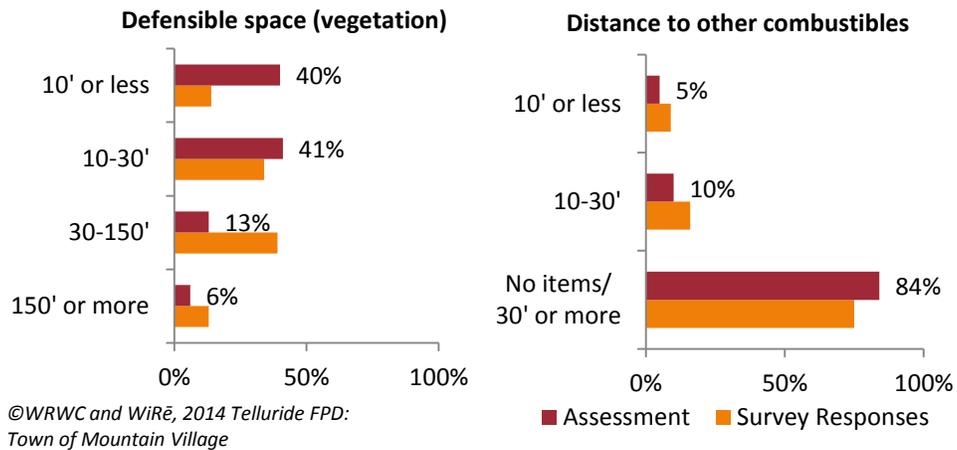
Access Risk Factors

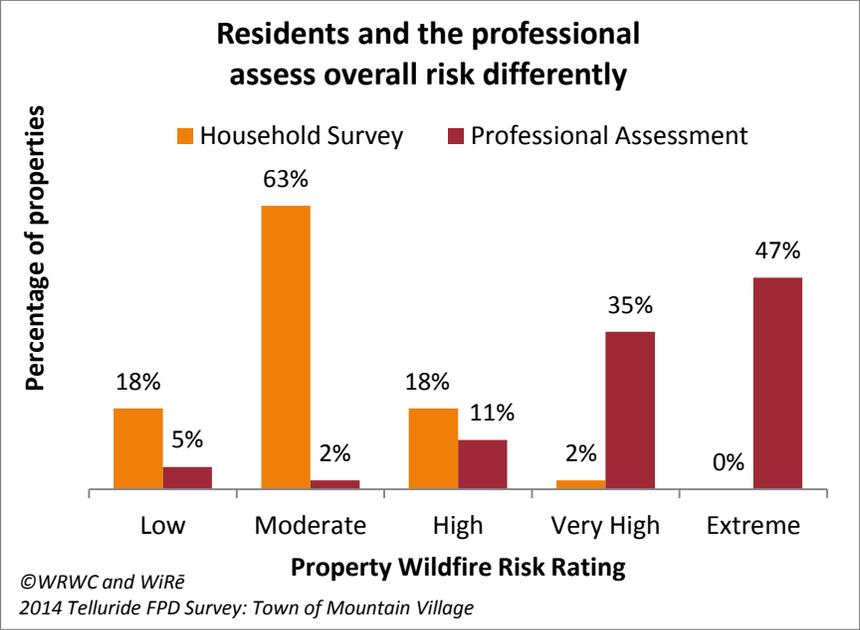
Many properties face high risk from access risk factors, including most having only one access road and many driveways being narrower than 20 feet wide. Respondents generally rate these factors similarly to how the professional did, with the exception of the address, which respondents were more likely than the professional to report as either not visible from the road or posted and reflective.



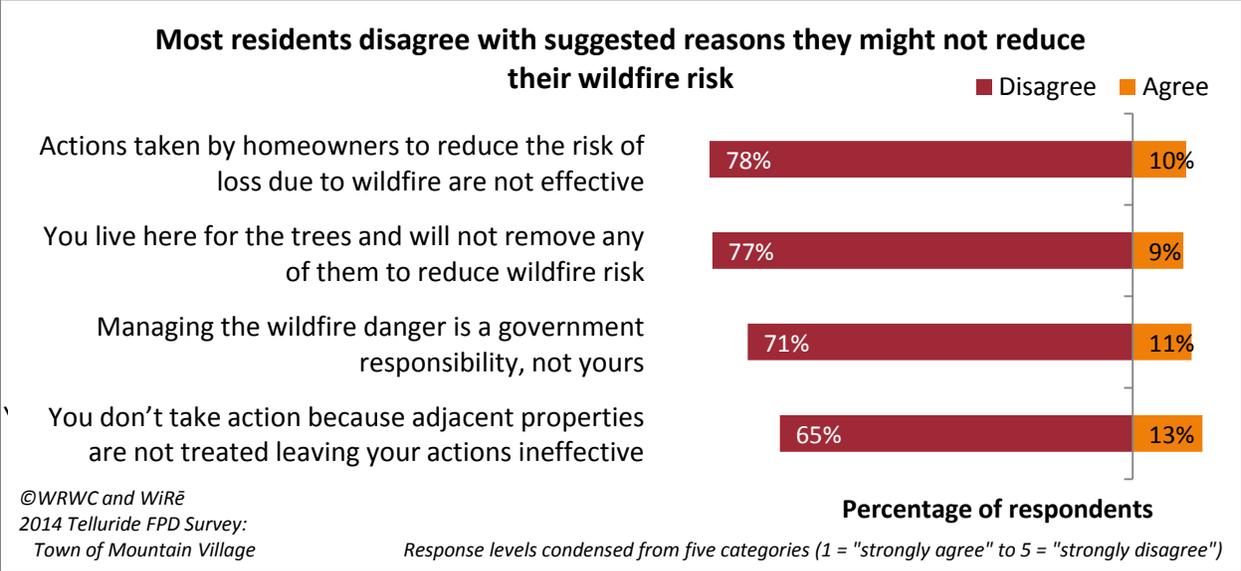
Defensible Space Risk Factors

Vegetation and other combustibles near the home affect defensible space. The professional notes that a large majority of properties have less than 30 feet of cleared vegetation, with 40% of properties having only 10 feet or less. About 15% properties have other combustible items, including propane tanks, firewood, trash, or flashy vegetation, within 30 feet of the house. Many residents see these factors differently from the professional, though. Residents tend to rate themselves as having more defensible space. A significant portion of residents also note other combustibles items closer to the home, compared to the professional.



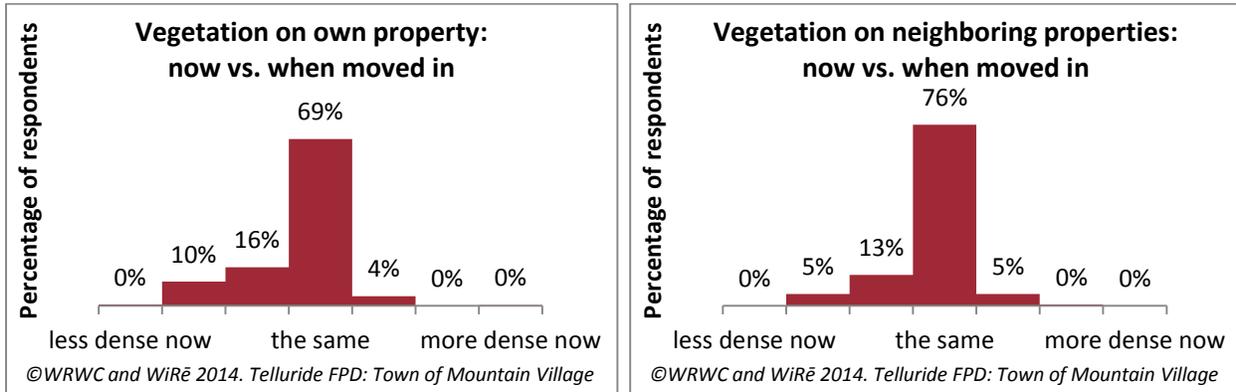


What do residents think about wildfire risk mitigation?

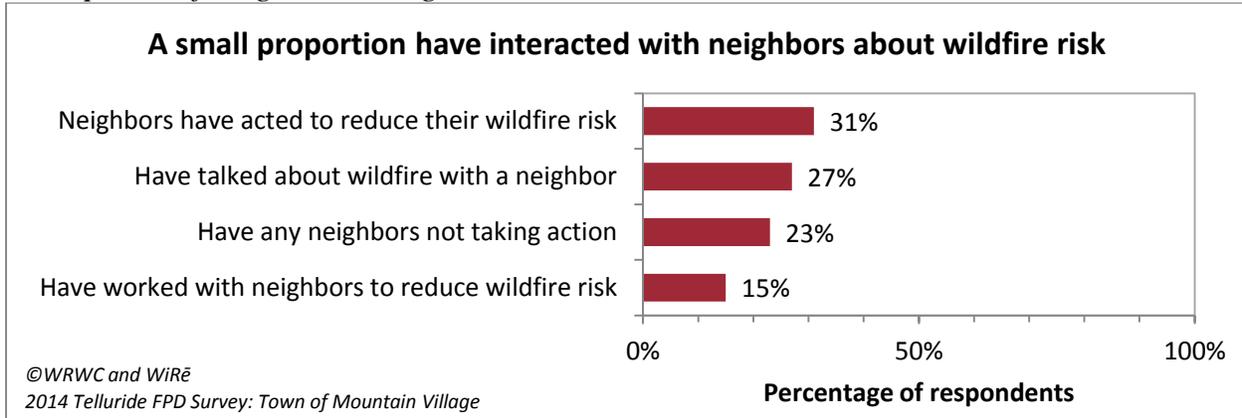


Perceived vegetation density

Vegetation density can be thought of as an outcome of wildfire risk mitigation, which includes clearing vegetation around structures and thinning trees and brush on the property more generally.

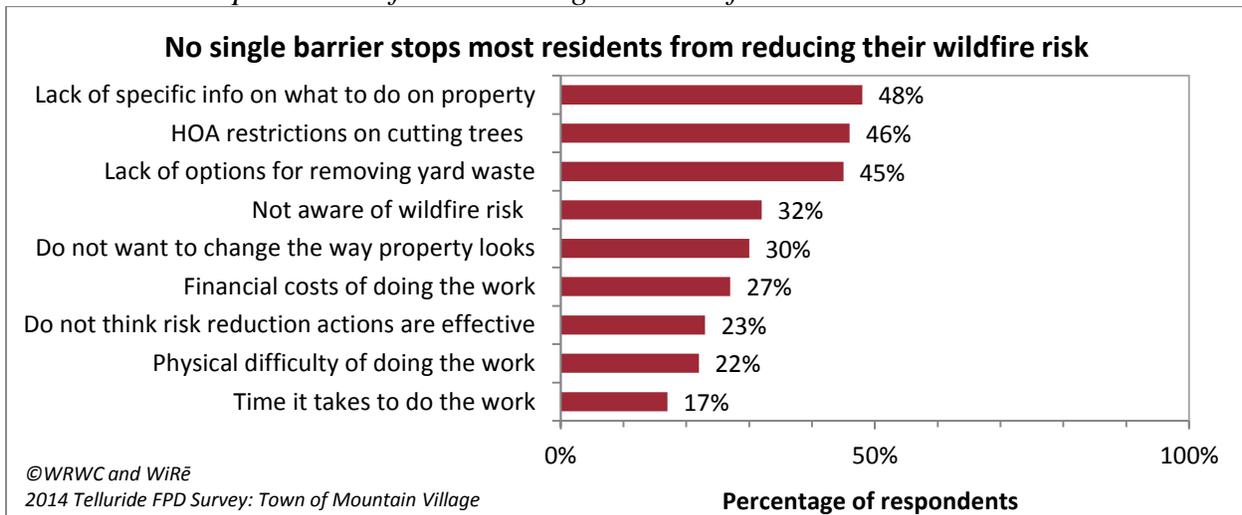


Perceptions of neighbors' mitigation actions

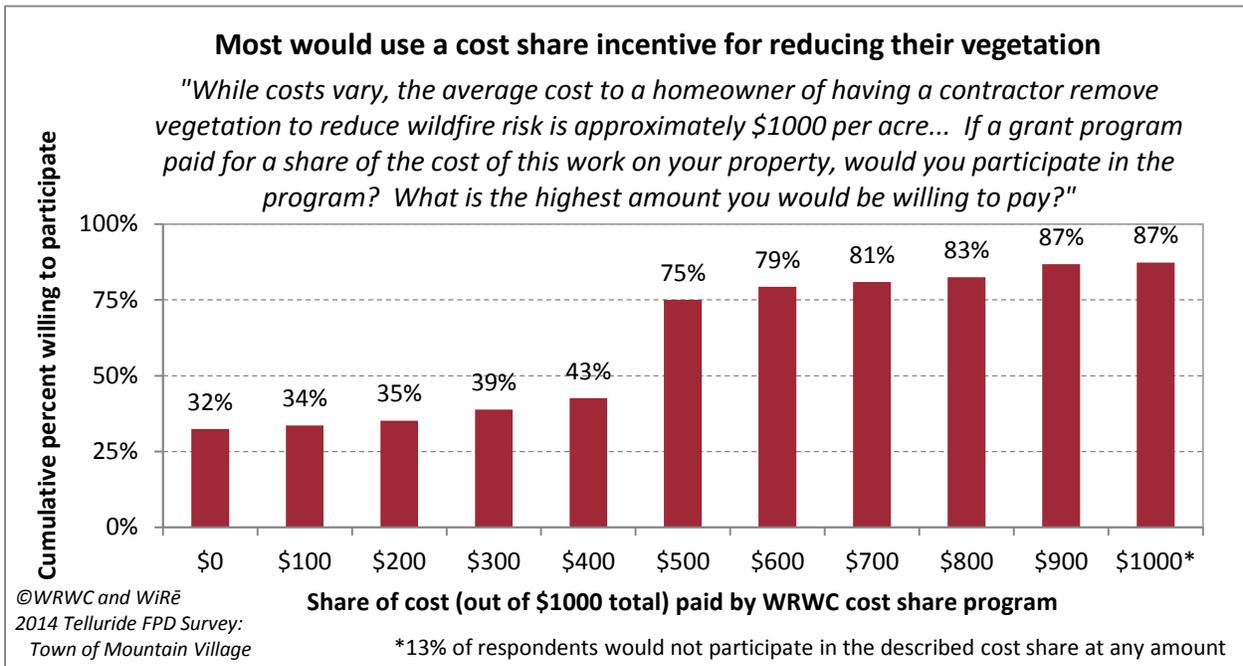
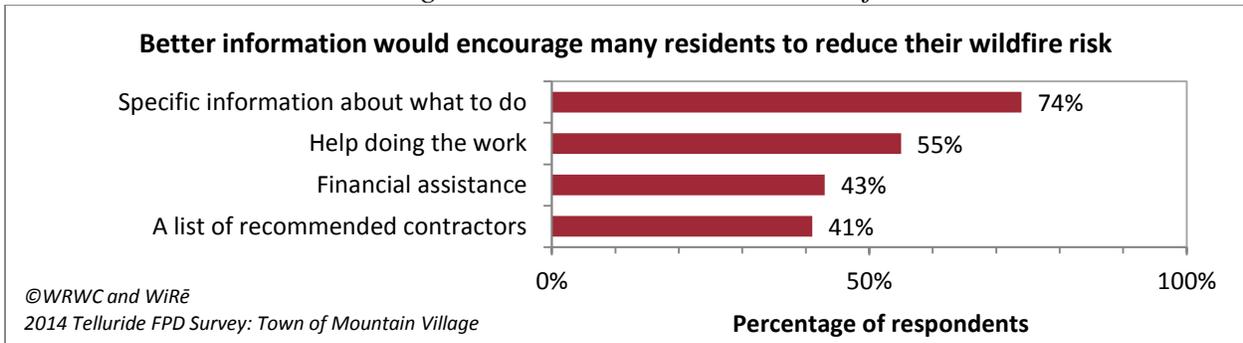


What affects whether residents reduce wildfire risk on their property?

Barriers that stop residents from reducing their wildfire risk



Incentives that would encourage residents to reduce their wildfire risk





PLANNING & DEVELOPMENT SERVICES
PLANNING DIVISION
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

Agenda Item #7

TO: Town Council
FROM: Dave Bangert, Town Forester
FOR: Town Council Public Hearing on March 16, 2016
DATE: March 4, 2016
RE: Mountain Village Wildfire Mitigation/Defensible Space Regulations Update

BACKGROUND

On September 16, 2010 Mountain Village Town Council voted to make changes to Section 12 of the Land Use Ordinance regarding forest health, fire mitigation and tree removal. These changes went into effect on Oct. 16, 2010 and have been carried forward in the Community Development Code. The code requires property owners to create a defensible space plan for their property for the following types of development and redevelopment:

- a. All new building construction that will create a habitable space, including but not limited to commercial buildings that are occupied by employees or guests on a regular basis;
- b. Additions that increase a building's habitable floor area or number of stories that have a valuation of fifty thousand dollars (\$50,000) or greater; or
- c. Any alteration of the landscaping of a lot that has a valuation of fifty thousand dollars (\$50,000) or more, including but not limited to the addition of decks, patios, walkways and water features.

As of January 2016, 50 properties in Mountain Village have implemented defensible space due to these requirements.

Defensible space is defined as an area around a structure where fuels and vegetation are treated, cleared or reduced to slow the spread of wildfire towards a structure or a fire from a structure to the surrounding forest. A defensible space plan will generally consist of three zones,:

- Zone 1 is the area that consists of 15 feet around a structure where all flammable vegetation is removed with few exceptions;

- Zone 2 is at a minimum 75 feet from a structure (depending on slope) and has tree crown spacing of at least 10 feet and branches pruned to 10 foot height; and
- Zone 3 extends from the edge of zone 2 to maximum distance of 500 feet or the property boundary, where all dead, diseased and infested trees are to be removed.

STAFF ANALYSIS

Existing homes, undeveloped lots and Open Space parcels are not specifically required to implement defensible space plans, but are highly encouraged in doing so because wildfires constitute a real threat to our forests, homes and structures within the Town of Mountain Village. Since the changes to the LUO's in 2010 there have only been a few properties that have voluntarily created defensible space around their homes. The new Defensible Space Wildfire Mitigation Program incentive is being designed to address the wildfire risk to these existing homes.

STAFF RECOMMENDATION

Staff recommends the Council review the draft Defensible Space Wildfire Mitigation Program being proposed and direct staff to start implementing the incentive program Summer of 2016.

CHAPTER 17.6 SUPPLEMENTARY REGULATIONS

17.6.1 ENVIRONMENTAL REGULATIONS

A. Fire Mitigation and Forestry Management

1. Purpose and Intent

The town's forests are the predominant, important ecosystem in the town while also providing the naturally treed landscape context for development and scenery for residents and guests visiting the area. The purpose and intent of the Fire Mitigation and Forestry Management Regulations is to preserve and maintain a healthy forest ecosystem and landscape while also protecting buildings from wildfire. These regulations are also intended to promote and maintain forest health, vitality and diversity for generations to come.

2. **Applicability.** The following types of development shall create and implement a wildfire mitigation plan in accordance with this section:

- a. All new building construction that will create a habitable space, including but not limited to commercial buildings that are occupied by employees or guests on a regular basis;
- b. Additions that increase a building's habitable floor area or number of stories that have a valuation of fifty thousand dollars (\$50,000) or greater; or
- c. Any alteration of the landscaping of a lot that has a valuation of fifty thousand dollars (\$50,000) or more, including but not limited to the addition of decks, patios, walkways and water features.

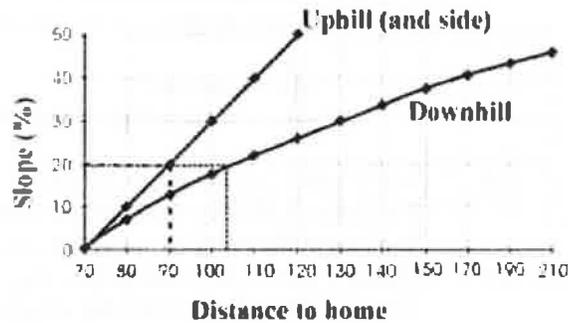
3. **General Standards**

- a. All new development that must prepare a wildfire mitigation plan as required above shall submit the following plans and information on one (1) plan sheet as a part of the required Design Review Process development application:
 - i. Tree survey prepared by a Colorado licensed surveyor that shows all live trees that have a caliper of four inches (4") or greater - diameter at breast height ("dbh") - within Zone 1 and 2 as defined below. A tree survey is not required for Zone 3 as defined below. The requirement of a tree survey will be waived for existing development that voluntarily creates a defensible space plan;
 - ii. Proposed wildfire mitigation plan based on the requirements of this section that shows all trees to be removed that have a four inches (4") or greater dbh;
 - iii. Proposed landscape plan prepared by a qualified professional pursuant to the Design Regulations;
 - iv. Existing and finished grades in one foot contours with such grading based on a survey prepared by a Colorado licensed surveyor;
 - v. Proposed site plan and associated improvements; and
 - vi. Lot lines and dimensions.
- b. Prior to submitting a development application pursuant to these Fire Mitigation

and Forestry Management Regulations, an applicant shall schedule a pre-application meeting with Community Development Department staff to develop the wildfire mitigation plan. Staff may require an inspection of the lot affected by the application to assess forest health.

- c. Town staff shall review and approve all wildfire mitigation plans to ensure they meet the requirements of this section.
 - i. Town staff shall reserve the right to augment or waive the requirements of this section if it is deemed impractical or impossible to implement a wildfire mitigation plan on a particular lot due to lot size, steepness of grade, erosion concerns and proximity to wetlands or negative impact to surrounding properties.
- d. The following requirements shall be followed in creating the required wildfire mitigation plan:
 - i. Zone 1 is the area that consists of fifteen feet (15") around the building as measured from the outside edge of the building's dripline, including decks, planters or patios attached to the building. The following provisions shall apply in Zone 1:
 - (a) All slash and flammable vegetation as identified by staff shall be removed from Zone 1.
 - (b) All trees and shrubs located within Zone 1 shall be removed.
 - (c) The following exceptions apply to Zone 1:
 - (i.) A tree or shrub may remain within Zone 1 provided the defensible space distance is measured commencing from the vegetation's drip edge rather than from the building plane (so the tree is considered part of or an extension of the structure), and provided the distance is not limited by a lot line.
 - (ii.) Flammable vegetation shall be allowed in planters attached to the building so long as the planter is within ten feet (10') of a building, and vegetation is not planted directly beneath windows or next to foundation vents.
 - (d) In the event Zone 1 encroaches upon the general easement, the review authority shall allow the creation of defensible space as required by this section.
 - ii. Zone 2 is the area that extends from the outer edge of Zone 1 for the distance specified in Figure 6-1, Fire Mitigation Zones, based on slope, to the lot line, whichever is less.

Figure 6-1, Fire Mitigation Zones



- (a) The following provisions shall apply in Zone 2:
 - (i.) Dominant and codominant live trees with a dbh of four inches (4") or greater shall be spaced with a ten foot (10') crown-to-crown separation. All ladder fuels and slash shall be removed from the ten foot (10') crown-to-crown separation area.
 - (ii.) All stressed, diseased, dead or dying trees and shrubs, as identified by staff, shall be removed except for standing dead trees that staff indicates need to be maintained since standing dead trees provide important wildlife habitat.
 - (iii.) Shrubs over five feet (5') tall shall have an average spacing of ten feet (10') from shrub-to-shrub.

- (b) The following exceptions apply to Zone 2:
 - (i.) Groupings of trees or shrubs may be allowed provided that all of the crowns in such group of trees or the edge of the shrubs are spaced ten feet (10') from crown-to-crown or from edge of shrub to any trees or shrubs outside of such grouping.
 - (ii.) Aspens, narrowleaf cottonwoods, willows and other trees and shrubs listed in CSU Cooperative Extension Publication 6.305, Firewise Plant Materials as amended from time to time, may be spaced closer than the ten foot (10') crown-to-crown separation as approved by staff.
 - (iii.) Closer spacing of any trees may be allowed by staff upon a determination that the required ten foot (10') crown-to-crown spacing would put the remaining trees at undue risk of wind-throw or snow breakage.
 - (iv.) Tree removal for the creation of defensible space, if such tree removal is determined to be impractical by the Town due to steep slopes, wetland or other environmental constraints, and other mitigation is provided.

- (c) Trees remaining within Zone 2 shall have branches pruned to a height of ten feet (10'), but notwithstanding said height

requirement, branches need not be pruned to more than one-third (1/3) of the tree height with the following exceptions:

- (i.) Aspen trees; and
 - (ii.) Isolated spruce and fir trees.
- (d) In the event that Zone 1 or 2 extends upon the general easement, the review authority shall allow the removal of trees to implement the wildfire mitigation plan.
- (e) Chipped wood and small timber may be spread throughout either Zone 2 or Zone 3 provided the wood chips have a maximum depth of two to three inches (2" - 3") and small timber has a diameter of three inches (3") or less and is cut up into lengths that are three feet (3') or less.
- iii. Zone 3 is the area extending beyond Zone 2 to the edge of the lot subject to development. In Zone 3, all diseased, beetle infested, dead or dying trees, as identified by staff, shall be removed except for standing dead trees (aka tree snags) that staff indicates need to be maintained since standing dead trees provide important wildlife habitat.
- (a) For lots greater than five (5) acres in size, the Town shall only require that Zone 3 be implemented for a distance of 500 feet from the outside edge of Zone 2. A lot owner may propose to implement Zone 3 for all of the lot.
- e. Firewood may only be stored on a lot that has a solid fuel burning device permit issued by the Town that meets the following limitations:
- i. Indoor storage can only occur within an enclosed room that is a part of the primary structure on the lot.
 - ii. Outdoor storage shall only occur in the rear yard.
 - iii. Up to ten (10) cubic feet of outdoor firewood storage may be located in Zone 1 or Zone 2.
 - iv. Outdoor firewood storage larger than ten (10) cubic feet shall have a minimum thirty foot (30') distance from the structure.
 - v. Outdoor firewood storage shall be screened from view from surrounding lots.
- f. Prior to the issuance of any certificate of occupancy or certificated of completion, staff shall inspect the lot affected by the fire mitigation plan to ensure that such plan has been implemented in accordance with the approved wildfire mitigation plan.
- g. The wildfire mitigation plan shall be maintained by the lot owner as required by this section.

4. Tree Preservation and Removal Policy

- a. Subject to review and approval by the review authority trees shall only be removed from a lot for:

- i. Approved development as permitted by the CDC;
 - ii. Approved fire mitigation;
 - iii. Approved forest management;
 - iv. View corridors from windows provided the removal of such trees is minimized;
 - v. Utilities provided it is not practical for the utilities to follow the driveway or other corridors where trees are being removed as allowed by this section;
 - vi. Renewable energy systems provided it is not possible to locate such on the buildings allowed on the lot, or within areas where trees are already being removed as allowed by this section;
 - vii. Ski area access as may be permitted by the review authority;
 - viii. Potential damage to a structure or other constructed improvement on a lot, such as a utility line or utility meter, tramway or snowmaking equipment; and/or
 - ix. Protection of the public health, safety or welfare.
- b. No tree four inches (4") or greater dbh located on any lot within the town may be removed or materially altered without the prior written approval of the review authority.
- i. All dead or live trees with a diameter of four inches (4") or greater shall be preserved on the site unless the review authority has approved the removal of such trees as a part of the required development application process.
- c. A tree removal development application must be submitted to the Town prior to the removal or material alteration of any dead or living tree greater than four inches (4") dbh. Such development application shall include the information and plans as required by this section.
- d. Trees, living or dead, to be removed from the general easement or open space must be marked and field inspected prior to removal.
- i. Trees removed by the ski resort operator in the ordinary operation of the ski area or golf course, including without limitation trees removed for utility and snow making installation, are exempt from the requirements of this section provided notice and information is provided to the Planning Division and it determines that the tree removal is part of the ordinary operation of the ski area or golf course. Other tree removal that is deemed by the Planning Division to not be a part of the ordinary operation of the ski or golf course operations requires the submission of an tree removal development application pursuant to the requirements of this section and the CDC.
 - ii. The Town has the right to remove any trees on Town-owned lot for forest health or fire mitigation provided the trees to be removed have been marked and staff inspects and approves the proposed tree removal.
- e. Any tree deemed by staff to be a hazard to any building, structure, public facility, roadway, adjacent lot, gas line, well head, telephone and/or electrical box shall be removed by the owner of the lot or the affected utility agency within a reasonable amount of time (as determined by the Town base on the nature of the hazard)

after notification. Documentation of the hazard and the Town's approval of the tree removal shall be provided prior to the removal of the hazard tree.

- i. In cases of an emergency, a hazard trees may be removed without prior approval if photo documentation of the hazard is provided to the Town that clearly shows the emergency nature of the tree removal. Such emergency tree removal shall be reported and the required documentation provided within forty-eight (48) hours of the tree removal.
- f. All development shall use the following best management practices to protect and preserve trees that will be retained on a project site:
 - i. All dead or live trees with a dbh of four inches (4") or greater that are to be saved that may be affected by construction shall be protected by placing and maintaining fencing at the tree's dripline.
 - (a) The Building Regulations' required construction mitigation plan shall show the location of all required fencing to protect trees in close proximity to grading or other construction activity.
 - ii. Developers shall use extreme care during grading and excavation to avoid damage or removal of existing trees and shrubs to be retained on a project site and to preserve their root structures.
 - (a) No vehicles shall be parked within the dripline of a tree or shrub to be retained.
 - (b) No accessway shall be constructed within the driplines of tree to be retained.
 - (c) No grading shall occur on a site until approved fencing is placed at the dripline of trees and shrubs to be retained on the project site.
 - (d) All trees to be retained shall be clearly marked on the project site to ensure such trees are not removed.
- g. Timber and slash generated during development shall be removed from the site within thirty (30) days of cutting. No burning of wood or any other material is permitted.

5. Tree Removal Violation and Penalties

- a. In addition to the violations and penalties as established in Chapter 1, each tree removed or materially altered in violation of this section shall constitute a separate violation of the CDC and shall be subject to a fine of no less than five thousand dollars (\$5,000) per tree.
- b. Any party that violates any provision of this section as well as the owner or lessee of the lot on which the violation has occurred shall be subject to the penalties imposed pursuant to the CDC.

TO: MAYOR JANSEN AND TOWN COUNCIL
FROM: DEANNA DREW, DIRECTOR OF ENVIRONMENTAL SERVICES
SUBJECT: 2016 DEFENSIBLE SPACE WILDFIRE MITIGATION PROGRAM FOR RESIDENTS
DATE: MARCH 16, 2016
CC: DAVE BANGERT, TOWN FORESTER

BACKGROUND

The Town of Mountain Village considers the outdoor environment our community's primary asset and has recently implemented a variety of programs that encourage property owners to protect and preserve our natural resources and quality of life.

These incentive programs have successfully educated and engaged our constituents regarding various ecological topics including energy efficiency and conservation, renewable energy, and noxious weeds control. To date, over 200 Mountain Village residents and/or business owners have voluntarily participated in our community incentive programs.

Now, it is time to address one of the greatest threats to our environment and livelihood: wildfire.

Wildfire is a real and present danger that threatens not only our forests, wildlife, air quality, rivers and streams but also human life and safety. Wildfire threatens our homes and properties and has significant financial implications related to insurance policies and property values.

Wildfires have been breaking records in the US: in 2015, 46,347 wildfires burned over 10,125,149 acres of forested lands throughout the nation. The cost for fighting these fires exceeded \$1.7 billion dollars. Please take 12 minutes of your time to view this excellent video that explains the altered patterns of Colorado wildfires due to climate change and the increased risks wildfires pose to our communities: <https://vimeo.com/117534959>

WHAT IS DEFENSIBLE SPACE?

Forest and fire management agencies encourage individuals and groups to be proactive in their efforts to create *defensible space* and reduce hazards from wildfire and falling trees around homes, businesses, utilities, infrastructure, and other high-value properties. Defensible space is an area in which fuels and vegetation are treated, cleared or reduced to slow the spread of wildfire toward a structure. Defensible space also can reduce the chance of a structure fire spreading to the surrounding forest and provides a safer area for firefighters to do their jobs. A home is more likely to survive a wildfire if grasses, brush, trees and other forest fuels are managed to reduce a fire's intensity, and there *may* also be benefits from insurance companies for homes that have implemented defensible space recommendations on their properties.

In 2016, Town and TMVOA are together providing a Defensible Space Incentive Program to the community. This program supports the Defensible Space Guidelines outlined in the Mountain Village Wildfire Mitigation Regulations adopted in 2010 and supported by state and federal forest managers.

INCENTIVE PROGRAM DETAILS

Funding: Mountain Village and TMVOA partners have committed \$50,000 each (\$100,000 total) in their respective 2016 budgets for distribution to residents as financial incentives for this program. Costs to implement defensible space for a Mountain Village home may be costly due to the steep and forested nature of our community.

The incentive funds will be distributed as 50% of the treatment cost up to \$5,000 per property.

Funds are distributed on a first-come, first-served, reimbursement basis. In 2016 this program will be offered to residential properties only, however, if successful could be expanded to include larger open space parcels in the future. In addition, because both federal and state governmental agencies recognize the severe threat that wildfire poses to our community, this program could qualify for grants from the West Region Wildfire Council and the Colorado State Forest Service in subsequent years if successful.

Program Administration: Implementation and administration of the defensible space incentive program would be performed by town staff including Town Forester, Environmental Services Director, and Director of Marketing. Program finances will be managed by the town Finance department. Labor costs to implement and administer the program will be absorbed using existing departmental budgets and will not come from incentive funds.

Program Partners: Partners for this important project include TMVOA, West Region Wildfire Council (WRWC) Telluride/Mountain Village Fire Protection District, Colorado State Forest Service, San Miguel County Sheriff's Office, United States Forest Service, Bureau of Land Management, and more.

General Steps for Program Implementation:

- In May, over 700 residential properties in the community will be mailed a postcard alerting them to their individual vulnerability to wildfire and inviting them to a public educational forum (June 10) regarding the dangers of wildfire, the town's wildfire mitigation regulations, and defensible space incentives.
- After the forum, interested property owners will schedule a FREE site visit and consultation with the Town Forester and WRWC Wildfire Mitigation Specialists. Homeowners will be educated about "Home Ignition Zone" vulnerabilities and mitigation actions that can increase a home's wildfire resiliency. The town forester will evaluate the site, explain the town's Wildfire Mitigation Plan and vegetation removal procedures, prepare the scope of work and estimate costs to implement defensible space guidelines on property.
- Prescriptions for disposal of cut wood and slash will vary depending on property and property owner's wish. Cut wood may be disposed of at the roadside of the affected property or in a central location on town property. Town will announce available wood to the region for firewood gathering.
- Property owners will solicit bids, acquire town permits, and engage a qualified mitigation contractor to implement the defensible space project on their property per approved specs, with oversight from Town forester and partner agencies.
- Once the project is signed off by the Town Forester, the property owner pays the contractor and submits evidence of completed treatment to town staff to obtain rebate. The Defensible Space Incentive Program will provide funding for 50% of the cost- up to \$5,000 per project. The West Region Wildfire Council is contributing \$500 to the incentive program for each completed defensible space project (up to \$10,000) in 2016.

To learn more about wildfire, defensible space, and the new 2016 Mountain Village incentive program, and to schedule a free professional site visit on your property, please plan to attend (or watch on the web) the Friday June 10 launch of the program at Town Hall from 10 am – 12 pm.

TO: MAYOR JANSEN AND TOWN COUNCIL
FROM: DEANNA DREW, DIRECTOR PLAZA AND ENVIRONMENTAL SERVICES
SUBJECT: 2016 BI-ANNUAL REPORT
DATE: MARCH 16, 2016

Plaza Services is responsible for:

- the maintenance and upkeep of the Town's plazas (268,000 sf), lawns (8 acres), irrigation systems, flower beds (140), hanging flower baskets (40) and flower pots (76);
- snow and ice removal in public plazas;
- permitting plaza vehicle access and providing plaza assistance;
- performing public trash/recycling removal in the common areas;
- monitoring and enforcing plaza rules and regulations;
- permitting and management of all special events using public property;
- production and management of Market on the Plaza;
- management of Plaza License Agreements for all Plaza Uses;
- all while providing high quality Guest Services at all times.

Environmental Services is responsible for:

- planning and implementing energy, waste, and watershed health conservation projects and programs within the town government as well as throughout the community;
- tracking and reporting government energy use including electricity, natural gas, fuel;
- assisting town departments, residents and businesses to operate in an environmentally-sensitive manner;
- supporting and participating in regional environmental organizations, partnerships and projects.

DEPARTMENTAL GOALS and 2016 bi-annual progress report

1. **Maintain the town's public plazas, lawns and gardens to a high standard of care, safety and guest service in a manner least destructive to the environment.**
 - Logged approximately 1,550 labor hours installing and removing **Town holiday decorations**. Staff is considering a large artificial tree for 2016 holiday season.
 - We are working with Plaza Use Committee to research potential for new **public art installations** and other improvements in public plazas.
 - Logged approximately 877 labor hours performing **manual snow and ice removal** in Sunset Plaza due to current legal restrictions on de-icers and equipment.
 - Performed 509 hours of general landscaping and grounds maintenance labor at the **TSG See Forever** development during 2015.
 - Performed 7,630 sf. of **plaza paver repair** projects in fall 2015.
 - Spent 255 hours of labor managing and **treating noxious weeds** on all town-owned open space parcels including bike park, recreation trails, entrance.
 - Planning to install 2-4 **smart irrigation controllers** on town property to evaluate their effectiveness for water conservation and consideration in a community water conservation incentive program.

2. **Manage third party public plaza uses including Plaza Vehicle Access Permits, Plaza Motorized Cart Permits, Plaza Special Events, Plaza License Agreements, Market on the Plaza and various Plaza HOA and merchant activities with great attention to detail and a high level of customer service.**
 - Permitted and managed 13 **special events** in the plazas this winter season.
 - Currently accepting applications for **2016 Market on the Plaza**, where ten outdoor markets will be held from June- August on Wednesday afternoons from 11-4 in Heritage Plaza.
 - Actively managing 20 **Plaza License Agreements** for third party use of public property in the plazas including vending carts, food and beverage patios, ski valets. La Piazza is the only license agreement that is currently not in compliance.
 - Provided approx. **418 complimentary labor hours** of special event assistance in 2015 including the Market on the Plaza events.
 - Issued **148 plaza vehicle access permits** in 2015.
 - Provided 0 hours of for-fee **Plaza Assistance** in the Village Center this winter season.
 - Currently have 4 active **motorized cart permits** for the Village Center: Shamrock Foods, Sysco Foods, Colorado High County Beverage, and TSG Children Ski School.

3. **Educate and assist the staff and community regarding responsible and sustainable use of energy, waste, and natural resources.**
 - Installed **80 additional solar panels** (approx. 20KW) on the gondola terminals using Green Gondola Project donations and green building fees. Approximately 3% of the gondola's electricity is currently coming from solar energy on terminals.
 - Terminated the collection of public donations for the **Green Gondola Project** in fall 2015.
 - Re-launching **Relight Mountain Village LED discount program** June 1- July 31 with \$20,000 in pool for residents from town and \$40,000 in pool from SMPA/TriState. This is the third (and final?) year of the program. Bulbs will be delivered to community in late August.
 - Continuing \$.40/watt incentive program for installation of **rooftop solar energy systems** in community with \$12,500 in funds remaining. SMPA offers \$.75/watt rebate for solar systems.
 - Colorado Dept. of Agriculture \$7,500 grant pending for implementation of year 2 **noxious weed control incentive program**, offering 25% of cost of professional weed control services up to \$250 per property.
 - Working with local wildfire professionals to implement **defensible space wildfire mitigation** program in residential community. Incentive is 50% of treatment cost up to \$5,000 per property, with \$100,000 in pool from TMVOA and TMV. Program kicks off with June 10 educational forum at Town Hall.
 - Ongoing **trash and recycling red-tag education** program in community. Since September, we have issued 31 red (formal) or green (friendly) tag notices.
 - The **service contract for residential trash/recycling services** will be re-bid this fall.

4. Seek financial support for departmental programs and projects.

- In 2016 another round of the Relight Mountain Village LED discount program is coming this year with the potential for another **\$40,000 in rebates from SMPA**.
- So far in 2016 town has obtained **\$14,412 in electricity rebates** from San Miguel Power Association/TriState to be re-spent on energy projects in town facilities.
- The building department collected **\$25,130 in energy mitigation fees** so far in 2016. These funds are currently earmarked for renewable energy projects on town facilities.
- We are promised **\$50,000 from TMVOA** to be delivered as financial incentives to residents for implementing defensible space wildfire mitigation treatments on their properties.
- **\$7,500** grant pending from Co. Dept. of Agriculture for 2016 (year 2) community noxious weed incentive program.
- 2016 grant funds are available from Colorado Energy Office for **electric vehicle charging stations**. Our current charging station is a slow charge (240 volt); we may consider a grant application for adding a fast charging station (450 volt +) for our guests.

5. Operate department within adopted budget.

- We ended the 2015 year approximately **10 percent** under budget while absorbing additional roles and responsibilities into the department.

As always, input is welcome and appreciated.

Thank you.



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

1. Great Services Award Program

- **February Great Services Award:**
 - Steve Lehane – Broadband & Cable department, for teambuilding in workplace for Super Bowl pool for employees that generated a lot of participation
 - Nichole Zangara - Marketing and Business Development department, assisted an employee of the Town on a ticket
 - **Julie Vergari**, - Finance Department, exceptional service helping the Planning and Development Services Department getting the new Meritage software fine-tuned.. Julie's expertise was invaluable, she went above and beyond to help get the accounting side of the software into place contacting Meritage and leading them through the process. Julie is a star! – **WINNER FOR FEBRUARY**

2. Email Project from Council Retreat

- Met with Laila, Nichole, Jackie and David to discuss proceeding with the email project identified at the Council retreat. The project objective is to communicate effectively and efficiently with residents (full and part-time) and businesses on both day-to-day activities but also larger projects such as the development of the RTA and hospital
- The goal is to further develop a comprehensive database of email addresses that could be filtered by residency status, Mountain Village street address, home state for non-resident property owners and home based businesses (other priorities may be identified as the project moves forward)
- The legal opinion was that utilizing existing data bases such as the voter registration, utility billing, internet/cable billing and business licenses is acceptable unless it was represented that email addresses gathered by the individual departments would only be used for communication specific to that billing or if the customer requested to only be contacted for that purpose. We are checking with each department and will implement a statement on all forms acknowledging that email addresses will be used broadly for providing Town information
- After lengthy discussion the group realized that in 2016 the Town is embarking on multiple upgrades to existing systems including new websites for the Broadband/Cable (plus new billing software) and VCA enterprise funds, a new software system for Planning and Development Services

- These new systems will allow us to gather all the information contemplated by the project rather than attempting to do so with existing systems, none of which currently gather all the requested information
- It was therefore agreed that it would be a more efficient use of time to allow the upgrades to take place, ensure the new systems gather the useful data and then be merged with the Marketing and Business Development's (MBD) data base. Data will be gathered throughout 2016 and merging of the data base will occur in January 2017
- We will embark on segmenting the current MBD data base to identify the 288 voters who provided us with email addresses by resident and non-resident status as that could be important as we begin to educate our voters on the RTA

3. Medical Center

- An update will be provided during executive session at the March Council meeting

4. TSG Items

- Conducting our first quarterly meeting of 2016 on March 17th

5. RTA

- Met multiple times with Greg Clifton, Lynn Black, Noelle Hagan, Jim Loebe, Rob Johnson, Jason White and Nina Kothe to discuss, plan and develop the agenda and presentations for the February and March RTA Meetings
- Hosted and conducted the February 22nd and March 7th intergovernmental RTA meeting
- The next RTA meeting is scheduled on March 28th at 9:30 in our Council chambers

6. Crown Castle and Cell/Data Upgrade

- Additional drafting continues on the Franchise Agreement after reaching out to external experts regarding several suggested revisions. We will now draft an ordinance for adoption of the Franchise Agreement for Council's consideration at our April meeting. Additional updates will be provided in Executive Session at the March Council meeting

7. Miscellaneous

- Met again with the Telluride Foundation and staff to develop a timeline and action plan for the proposed pocket park "Telluride Forever" at Oak Street. The Foundation is looking for consent from Mountain Village for the development of the park by April and this will be agendaized for Council's consideration at the April meeting
- Attended power outage debrief with regional agencies following the extended power outage that occurred February 13-14. Additional operating procedures have been implemented and San Miguel Power representatives will attend the March Council meeting to answer questions and explain procedures

- Attended a half day disaster relief workshop along with Kevin Swain, Chris Broady and Finn Kjome to refresh us on our procedures and required actions to ensure we respond appropriately during an emergency
- Met with Keith Brown representing Blue Mesa Lodge to help to coordinate waterproofing improvements to BML that requires work on our adjacent plaza. This work is scheduled to be conducted as soon as possible following the closure of the ski area
- The town held two half day training sessions on February 29th and March 1st. One was a supervisory training session and the other for all employees to develop better working relationship strategies
- Attended our first formal Gondola Committee meeting on March 3rd with TMVOA
- Beginning in late February, Finn and I have been invited to attend regular meetings with the Town of Telluride regarding the improvements/expansion of the Waste Water Treatment Plant. The next meeting will be held on March 14th where we will be evaluating responses to a RFP issued to select an engineer to develop the improvement and expansion plan together with associated costs
- Attended a meeting with Michael Martelon, Greg Clifton and Erin Neer of Munirevs to discuss the possibility of gathering additional data from sales tax to assist the Tourism Board in their analytics



**Business and Government Activity Report
For the month ending: February 29th**

Activity	2016		2015		Variance		
	MONTH	YTD	MONTH	YTD	Variance	Variance %	
Cable/Internet							
# Residential & Bulk Basic Cable	943		939		4	0.4%	
# Premium Channel Residential & Bulk Subscribers	479		490		(11)	-2.2%	
# Digital Subscribers	293		318		(25)	-7.9%	
# Internet Subscribers	1,780		1,631		149	9.1%	
Average # Phone Subscribers	96		93		3	3.2%	
Village Court Apartments							
Occupancy Rate %	100.00%	100.00%	100.00%	100.00%	0.00%	0.0%	
# Vacated Units	2	3	1	2	1	50.0%	
# Work Orders Completed	32	68	37	62	6	9.7%	
# on Waiting List	70		117		(47)	-40.2%	
Public Works							
Service Calls	413	778	343	751	27	3.6%	
Snow Fall Inches	22	73	49	62	11	17.7%	
Snow Removal - Streets & Prkg Lots Hours	591	1,644	478	1,255	389	31.0%	
Roadway Maintenance Hours	89	101	82	165	(64)	-38.8%	
Water Billed Consumption Gal.	8,988,000	33,081,000	8,531,000	38,458,000	(5,377,000)	-14.0%	
Sewage Treatment Gal.	9,127,000	17,820,000	7,566,000	15,688,000	2,132,000	13.6%	
Child Development Fund							
# Infants & Toddlers Actual Occupancy	21.10	42.90	19.24	36.49	6.41	17.6%	
# Preschoolers Actual Occupancy	14.86	29.66	15.58	30.10	(0.44)	-1.5%	
Transportation and Parking							
Bus passengers are up significantly due to the power outage and high winds, shutting gondola down and increasing bus service.							
GPG (noon snapshot)	7,329	14,450	2,483	5,246	9,204	175.4%	
GPG Parking Utilization (% of total # of spaces occupied)	53.1%	52.4%	18.0%	19.0%	33.4%	175.8%	
HPG (noon snapshot)	2,272	4,748	2,032	4,235	513	12.1%	
HPG Parking Utilization (% of total # of spaces occupied)	71.4%	74.7%	63.9%	66.6%	8.1%	12.2%	
Total Parking (noon snapshot)	14,106	28,652	9,380	19,750	8,902	45.1%	
Parking Utilization (% of total # of spaces occupied)	58.1%	59.0%	38.6%	40.7%	18.3%	45.0%	
Paid Parking Revenues	\$23,227	\$44,296	\$37,366	\$73,577	(\$29,281)	-39.8%	
Bus Routes # of Passengers	860	860	20	57	803	1408.8%	
Employee Shuttle # of Passengers	1,451	3,028	1,697	3,502	(474)	-13.5%	
Employee Shuttle Utilization Rate %	48.7%	49.7%	52.9%	53.5%	-3.80%	-7.1%	
Inbound (Vehicle) Traffic (Entrance) # of Cars	65,224	132,472	59,587	124,592	7,880	6.3%	
New hires: 3 child care, 1 temp VCA maintenance, Promotions: 5 seasonal gondola operators to full time year round, Terminations: 1 Recreation worker, 1 water tech, 1 Transit Director, 1 gondola operator, PT/YR ce's: 15 child care, 7 town council, 1 judge, 1 temp, Open positions: Asst. Horticulturalist, Police Officer, gondola operators (summer/ winter), gondola supervisor, child care substitute, groundskeeper, Reasons for termination: 1 end of season, 1 other job, 1 retirement, 1 performance							
Human Resources							
FT Year Round Head Count	80		76		4	5.3%	
Seasonal Head Count (FT & PT)	3		4		(1)	-25.0%	
PT Year Round Head Count	25		21		4	19.0%	
Gondola FT YR, Seasonal, PT YR Head Count	54		56		(2)	-3.6%	
Total Employees	162		157		5	3.2%	
Gondola Overtime Paid Hours	85	321	26	295	26	8.8%	
Other Employee Overtime Paid	119	258	107	190	68	35.9%	
# New Hires Total New Hires	3	19	5	12	7	58.3%	
# Terminations	4	10	5	8	2	25.0%	
# Workmen Comp Claims	1	4	0	0	4	#DIV/0!	
Workmen Comp Claims Costs	\$0	\$973	\$0	\$0	\$973	3055182.8%	
Turnover	0	0	0	0	0	21.1%	
Gondola Recruiting Costs	\$0	\$1,217	\$461	\$1,030	\$187	18.2%	
Other Recruiting Costs	\$0	\$468	\$473	\$2,319	(\$1,851)	-79.8%	
Marketing & Business Development							
Total Users/Total Sessions	684/1,025	922/1,457	1,651/2,234	2,773/3,681	-1851/-2224	-66%/-60%	
Town Hosted Meetings	8	13	4	9	4	44.4%	
Email Correspondence Sent	6	9	9	12	(3)	-25.0%	
E-mail List #	2,509		na		#VALUE!	#VALUE!	
Wifi Subscribers	9,807		na		#VALUE!	#VALUE!	
Press Releases Sent	1	3	3	3	0	0.0%	
Gondola and RETA							
Current RETA revenues are unaudited							
Gondola # of Passengers	316,273	632,587	275,659	571,514	61,073	10.7%	
Chondola # of Passengers	24,765	55,659	24,800	54,231	1,428	2.6%	
RETA fees collected by TMVOA	\$526,347	\$903,222	\$271,350	\$586,647	\$316,575	54.0%	

Activity	2016		2015		Variance		
	MONTH	YTD	MONTH	YTD	Variance	Variance %	
Police							
Calls for Service	#	396	832	503	950	(118)	-12.4%
Investigations	#	13	35	19	29	6	20.7%
Alarms	#	34	56	19	36	20	55.6%
Arrests	#	3	7	2	3	4	133.3%
Traffic Contacts	#	12	22	15	18	4	22.2%
Traffic Tickets Written	#	0	2	0	0	2	#DIV/0!
Parking Tickets Written	#	462	773	338	651	122	18.7%
Administrative Dismissals	#	12	19	22	28	(9)	-32.1%
Building/Planning							
Community Development Revenues		\$17,821	\$48,763	\$32,828	\$46,392	\$2,371	5.1%
# Permits Issued		5	10	3	5	5	100.0%
Valuation of Building Permits Issued		\$198,760	\$478,131	\$500,000	\$549,971	(\$71,840)	-13.1%
# Inspections Completed		127	262	166	304	(42)	-13.8%
# Design Review/Zoning Agenda Items		0	1	5	9	(8)	-88.9%
# Staff Review Approvals		10	26	3	5	21	420.0%
Recreation							
Mile of Trails Maintained		14.7	29.4	14.7	29.4	0	0.0%
Platform Tennis Registrations		60	101	57	117	(16)	-13.7%
Ice Rink Skaters		497	1740	1084	2574	(834)	-32.4%
Snow Cat Hours		87	231	93	237	(6)	-2.5%
Plaza Services Due to the timing of the packet, trash diversion rates are for the previous month.							
Snow Removal Plaza	Hours	450	1,133	244	600	533	88.9%
Plaza Maintenance	Hours	372	554	457	745	(190)	-25.6%
Lawn Care	Hours	14	14	0	0	14	#DIV/0!
Plant Care	Hours	18	18	37.5	50	(32)	-64.1%
Irrigation	Hours	1	1	0	0	1	#DIV/0!
TMV Trash Collection	Hours	110	221	112.25	241	(20)	-8.4%
Christmas Decorations	Hours	165	329	23.75	366	(36)	-9.9%
Residential Trash	Pound	19,350	39,300	18,150	16,350	22,950	140.4%
Residential Recycle	Pound	16,246	47,069	23,246	25,180	21,889	86.9%
Diversion Rate	%	45.64%	54.50%	56.16%	60.63%	-6.13%	-10.1%
Vehicle Maintenance							
# Preventive Maintenance Performed		21	46	12	36	10	27.8%
# Repairs Completed		24	67	34	54	13	24.1%
Special Projects		4	6	2	7	(1)	-14.3%
# Roadside Assists		1	1	0	0	1	#DIV/0!
Finance							
# Employee Based Business Licenses Issued		34	621	31	529	92	17.4%
# Privately Licensed Rentals		2	71	-3	51	20	39.2%
# Property Management Licensed Rentals		74	341	43	291	50	17.2%
# VRBO Listings for MV		383		363		20	5.5%
# Paperless Billing Accts (YTD is total paperless customers)		11	565	80	501	64	12.8%
# of TMV AR Bills Processed		2,114	4,192	2,027	4,050	142	3.5%
Accounts Receivable - Total Bad Debt Reserve/Allowance: \$20,034							
Current 30+ Days 60+ Days 90+ Days over 120 days Total	TMV Operating Receivables (includes Gondola funding)		Utilities - Cable and Water/Sewer		VCA - Village Court Apartments		General Fund Investment Activity Change in Value (\$500,941) Ending Balance \$4,751,145 Investment Income \$4,744 Portfolio Yield 0.87%
	\$ 1,183,294	96.7%	\$ 160,653	85.5%	\$ (6,656)	314.2%	
	3,148	0.3%	22,666	12.1%	169	-8.0%	
	2,555	0.2%	3,135	1.7%	-	0.0%	
	2,061	0.2%	1,042	0.6%	4,369	-206.3%	
	32,497	2.7%	397	0.2%	-	0.0%	
	\$ 1,223,554	100.0%	\$ 187,893	100.0%	\$ (2,118)	100.0%	
Current 30+ Days 60+ Days 90+ Days over 120 days Total	Other Billings - CDF, Construction Parking, Commercial Trash		Total All AR		Change Since Last Month - Increase (Decrease) in AR		Other Statistics Population (estimated) 1,395 Registered Voters 1,412 Property Valuation 294,538,840
	\$ 15,991	60.2%	\$ 1,353,282	94.2%	\$ 557,011	97.4%	
	4,446	16.7%	30,429	2.1%	11,984	2.1%	
	2,324	8.8%	8,014	0.6%	652	0.1%	
	1,357	5.1%	8,830	0.6%	(3,609)	-0.6%	
	2,425	9.1%	35,318	2.5%	5,893	1.0%	
	\$ 26,543	100.0%	\$ 1,435,872	100.0%	\$ 571,931	100.0%	



THE MOST COLORADO PLACE ON EARTH™



Telluride Tourism Board
Quarterly Update
16 March 2015

SUCCESS METRICS



The Macro View

- Occupancy
- Population
- Taxes

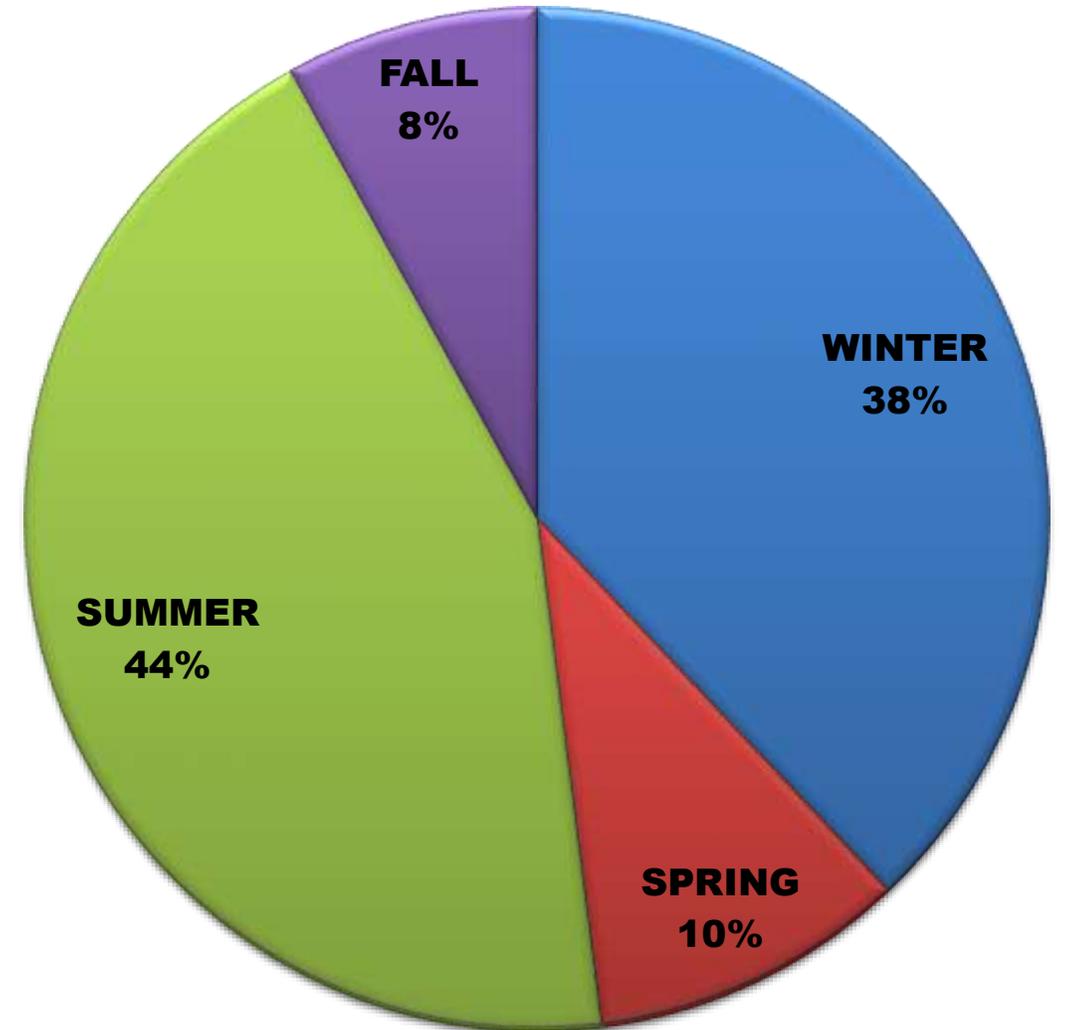
	January	February	March	April	May	June	July	August	September	October	November	December	AVERAGE	W/CORE	S/CORE
2007															
OCCUPANCY	56%	57%	61%	17%	21%	45%	59%	49%	41%	21%	16%	42%	40.4%	52.8%	48.5%
AVERAGE DAILY RATE	\$251	\$304	\$298	\$163	\$109	\$194	\$178	\$181	\$209	\$110	\$106	\$352	\$205	\$311	\$191
RevPAR	\$141	\$174	\$180	\$26	\$25	\$87	\$105	\$88	\$85	\$23	\$17	\$148	\$92	\$156	\$91
2008															
OCCUPANCY	58%	62%	62%	14%	18%	46%	48%	47%	34%	18%	9%	39%	37.9%	56.0%	43.8%
AVERAGE DAILY RATE	\$272	\$294	\$293	\$127	\$109	\$214	\$170	\$200	\$192	\$113	\$93	\$322	\$200	\$303	\$194
RevPAR	\$156	\$183	\$180	\$18	\$20	\$98	\$82	\$95	\$65	\$22	\$9	\$125	\$88	\$167	\$85

2015	January	February	March	April	May	June	July	August	September	October	November	December	AVERAGE	W/CORE	S/CORE
OCCUPANCY	60%	71%	63%	17%	19%	47%	67%	62%	62%	36%	20%	40%	46.9%	58.9%	59.5%
AVERAGE DAILY RATE	\$291	\$335	\$352	\$187	\$154	\$233	\$206	\$188	\$253	\$139	\$127	\$377	\$237	\$353	\$220
RevPAR	\$174	\$238	\$223	\$31	\$30	\$110	\$157	\$118	\$155	\$50	\$25	\$149	\$122	\$204	\$135

	BENCHMARK YEAR				LAST YEAR				FIRST YEAR IN TELLURIDE			
	vs. 2007				vs. 2014				vs. 2011			
2015		AVERAGE	W/CORE	S/CORE		AVERAGE	W/CORE	S/CORE		AVERAGE	W/CORE	S/CORE
OCCUPANCY	↑	6.5%	6.1%	11.0%	↑	7.2%	11.7%	8.5%	↑	14.0%	14.1%	16.5%
AVERAGE DAILY RATE	↑	\$32	\$42	\$30	↑	\$8	\$1	\$10	↑	\$34	\$41	\$40
RevPAR	↑	\$30	\$49	\$44	↑	\$22	\$44	\$30	↑	\$47	\$68	\$58

2015															
OCCUPANCY	60%	71%	63%	17%	19%	47%	76%	62%	62%	36%	20%	40%	47.7%	58.9%	61.8%
AVERAGE DAILY RATE	\$291	\$335	\$352	\$187	\$154	\$233	\$206	\$188	\$253	\$139	\$127	\$377	\$237	\$353	\$220
RevPAR	\$174	\$238	\$223	\$31	\$30	\$110	\$157	\$118	\$155	\$50	\$25	\$149	\$122	\$204	\$135

2013 POPULATION



25000
20000
15000
10000
5000
0



SUMMER YOY SALES TAX COMPARISON

	2011		2012		+/-		2013		+/-		2014		+/-		2015		+/-	
Telluride Sales Tax																		
JUNE	447,651.00	462,413.00	14,762.00	3.3%	523,908.00	61,495.00	13.3%	567,481.00	43,573.00	8.3%	652,341.17	84,860.17	15.0%					
JULY	473,156.00	493,912.00	20,756.00	4.4%	551,474.00	57,562.00	11.7%	617,813.00	66,339.00	12.0%	696,926.21	79,113.21	12.8%					
AUGUST	386,367.00	467,475.00	81,108.00	21.0%	501,266.00	33,791.00	7.2%	550,238.00	48,972.00	9.8%	562,582.77	12,344.77	2.2%					
SEPTEMBER	468,432.00	468,858.00	426.00	0.1%	490,039.00	21,181.00	4.5%	546,149.00	56,110.00	11.5%	666,666.49	120,517.49	22.1%					
	\$1,775,606.00	\$1,892,658.00	\$117,052.00	6.6%	\$2,066,687.00	\$174,029.00	9.2%	\$2,281,681.00	\$214,994.00	10.4%	\$2,578,516.64	\$296,835.64	13.0%					
Mountain Village Sales Tax																		
JUNE	140,321.26	149,540.62	9,219.36	6.6%	200,503.37	50,962.75	34.1%	200,155.42	-347.95	-0.2%	227,957.16	27,801.74	13.9%					
JULY	179,200.56	203,675.98	24,475.42	13.7%	237,581.18	33,905.20	16.6%	257,701.03	20,119.85	8.5%	318,932.71	61,231.68	23.8%					
AUGUST	185,393.66	214,674.47	29,280.81	15.8%	230,243.91	15,569.44	7.3%	229,804.08	-439.83	-0.2%	254,874.64	25,070.56	10.9%					
SEPTEMBER	158,389.16	169,842.69	11,453.53	7.2%	188,301.29	18,458.60	10.9%	208,545.88	20,244.59	10.8%	266,850.42	58,304.54	28.0%					
	\$663,304.64	\$737,733.76	\$74,429.12	11.2%	\$856,629.75	\$118,895.99	16.1%	\$896,206.41	\$39,576.66	4.6%	\$1,068,614.93	\$172,408.52	19.2%					
REGION GRAND TOTAL	\$2,438,910.64	\$2,630,391.76	\$209,179.63	8.91%	\$2,923,316.75	\$292,924.99	12.7%	\$3,177,887.41	\$254,570.66	7.51%	\$3,647,131.57	\$469,244.16	16.12%	PAST THREE SEASONS 36.3%				

WINTER YOY SALES TAX COMPARISON

	2010-2011		2011-2012		+/-		2012-2013		+/-		2013-2014		+/-		2014-2015		+/-	
Telluride Sales Tax																		
DECEMBER	490807	536986	46,179.00	9.4%	528,527.00	-8,459.00	-1.6%	574,157.00	45,630.00	7.9%	725,599.00	151,442.00	20.9%					
JANUARY	401606	383921	-17,685.00	-4.4%	439,157.00	55,236.00	14.4%	507,802.27	68,645.27	13.5%	529,198.00	21,395.73	4.0%					
FEBRUARY	429111	426350	-2,761.00	-0.6%	458,983.84	32,633.84	7.7%	502,654.09	43,670.25	8.7%	603,375.00	100,720.91	16.7%					
MARCH	507263	505322	-1,941.00	-0.4%	552,392.00	47,070.00	9.3%	647,009.46	94,617.46	14.6%	697,437.00	50,427.54	7.2%					
	\$1,828,787.00	\$1,852,579.00	\$23,792.00	1.3%	\$1,979,059.84	\$126,480.84	6.8%	\$2,231,622.82	2,231,622.75	12.8%	\$2,555,609.00	2,555,608.87	14.5%					
Mountain Village Sales Tax																		
DECEMBER	423804.28	437597.73	13,793.45	3.3%	441,986.11	4,388.38	1.0%	485,115.78	43,129.67	8.9%	564,478.00	79,362.22	14.1%					
JANUARY	327376.25	293768.87	-33,607.38	-10.3%	402,209.07	108,440.20	36.9%	400,994.52	-1,214.55	-0.3%	504,612.00	103,617.48	20.5%					
FEBRUARY	382932.48	354859.08	-28,073.40	-7.3%	425,291.87	70,432.79	19.8%	443,273.96	17,982.09	4.1%	532,225.00	88,951.04	16.7%					
MARCH	438946.71	417695.9	-21,250.81	-4.8%	516,075.06	98,379.16	23.6%	571,070.54	54,995.48	9.6%	690,806.00	119,735.46	17.3%					
	\$1,573,059.72	\$1,503,921.58	-\$69,138.14	-4.4%	\$1,785,562.11	\$281,640.53	18.7%	\$1,900,454.80	114,892.69	6.4%	\$2,292,121.00	391,666.20	20.6%					
REGION GRAND TOTAL	\$3,401,846.72	\$3,356,500.58	-\$45,346.14	-1.3%	\$3,764,621.95	\$408,121.37	12.2%	\$4,132,077.62	367,455.67	9.8%	\$4,847,730.00	715,652.38	17.3%	PAST THREE SEASONS 39.2%				

	Keys	Rooms Condo	Rooms Residence	Rooms Hotel	Lodging Rooms	% of Category	% of Destination
Hotel & Lodge							
Telluride	262.00	37.00	8.00	217.00	262.00	37%	8%
Mountain Village	443.00	3.00	25.00	415.00	443.00	63%	14%
Destination Total Hotel & Lodge	705.00	40.00	33.00	632.00	705.00	100%	22%
Managed Properties							
Telluride	355.00	665.00	112.00	2.00	779.00	43%	24%
Mountain Village	330.00	794.00	219.00	2.00	1,015.00	57%	31%
Destination Total Managed Properties	685.00	1,459.00	331.00	4.00	1,794.00	100%	55%
Total Hotel & Managed, Telluride	617.00	702.00	120.00	219.00	1,041.00	42%	32%
Total Hotel & Managed, MV	773.00	797.00	244.00	417.00	1,458.00	58%	45%
Total Hotel & Managed	1,390.00	1,499.00	364.00	636.00	2,499.00	100%	77%
		59.98%	14.57%	25.45%	4,998.00		
Self Managed / Gray Market							
Telluride	163.00	287.00	114.00	7.00	408.00	55%	13%
Mountain Village	106.00	228.00	103.00	2.00	333.00	45%	10%
Destination Total Self Managed / Gray Market	269.00	515.00	217.00	9.00	741.00	100%	23%
Telluride, Total	780.00	989.00	234.00	226.00	1,449.00	45%	45%
MV, Total	879.00	1,025.00	347.00	419.00	1,791.00	55%	55%
Total Destination	1,659.00	2,014.00	581.00	645.00	3,240.00	100%	100%

62%	18%	20%	
CONDO ROOMS	HOUSE ROOMS	HOTEL ROOMS	PILLOWS

Room Stats - 2015

- Condo Rooms: 62%
- Residence Rooms: 18%
- Hotel Rooms: 20%
- Grey Market: 23%
- Town Split: 55% (MV) / 45% (TOT)
- Grey Market Revenue: 9% = \$6.05 million
- Hotel/Managed Revenue: 91% = \$58.3 million
- Total Lodging-Specific Sales: \$64.3 million

VISITORS' CENTER REVIEW



THE FUTURE

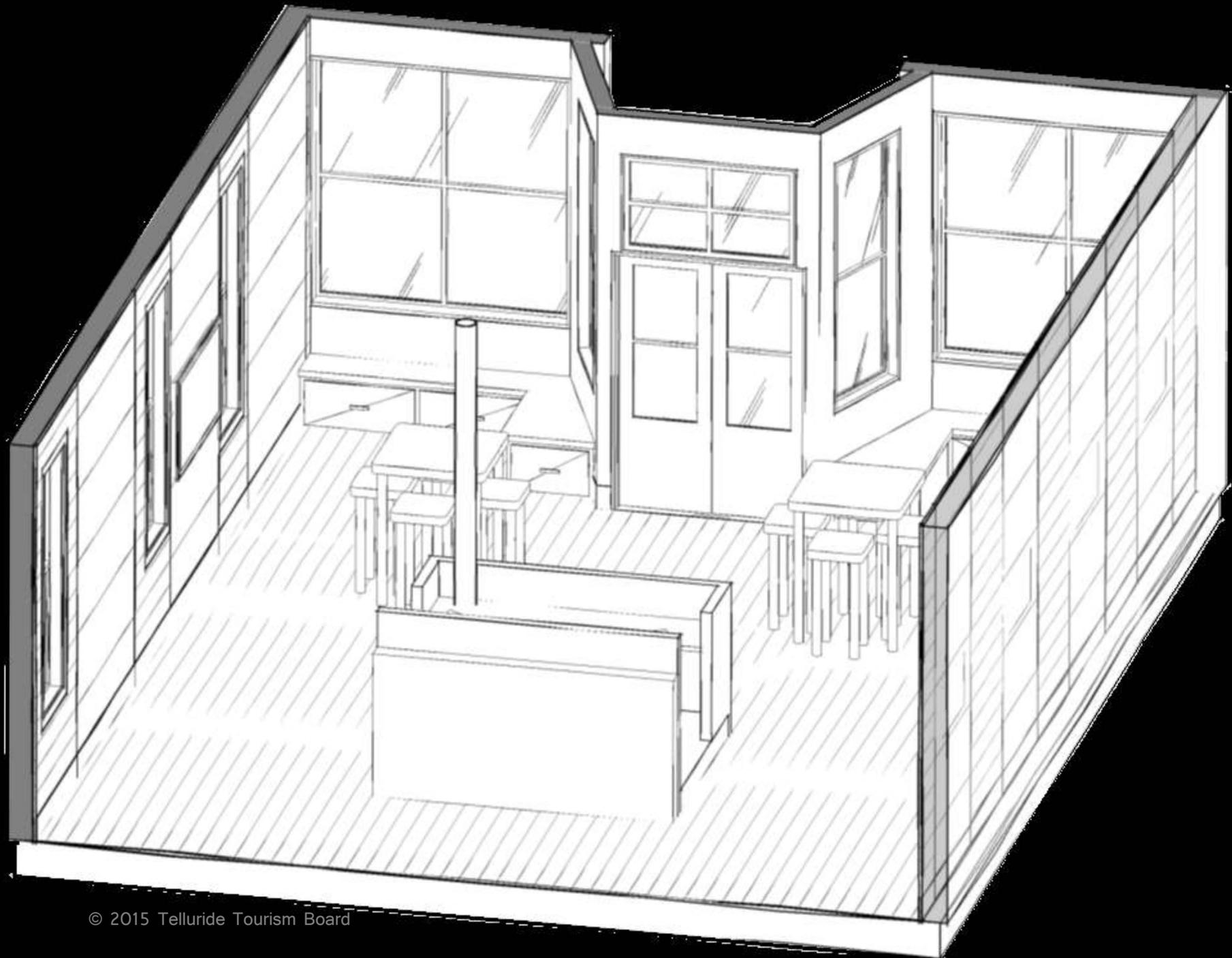
WHAT IT **WON'T** BE

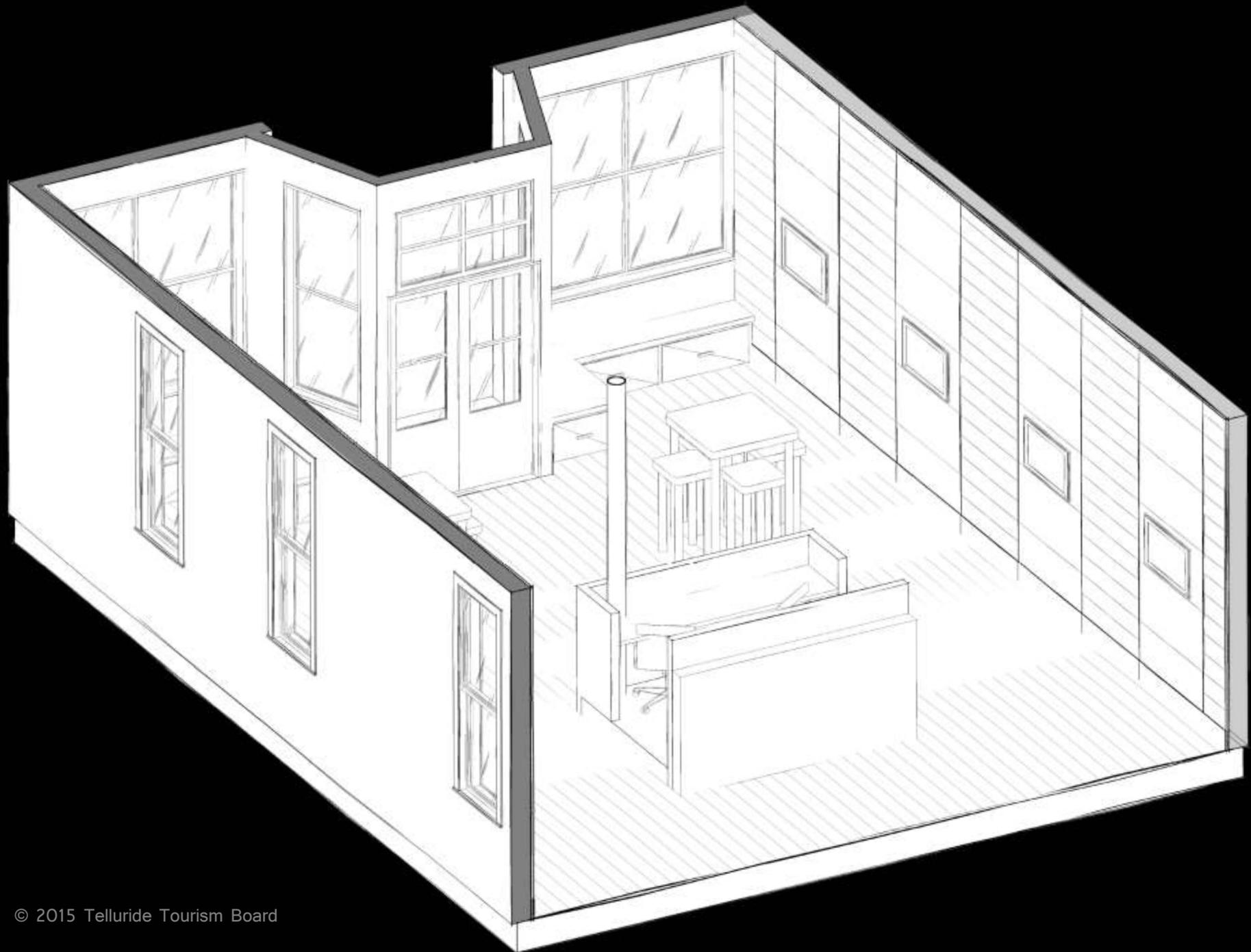
- A waiting room
- A brochure depository
- A library
- A coffee shop
- A makeshift arrangement
- An uninspiring environment

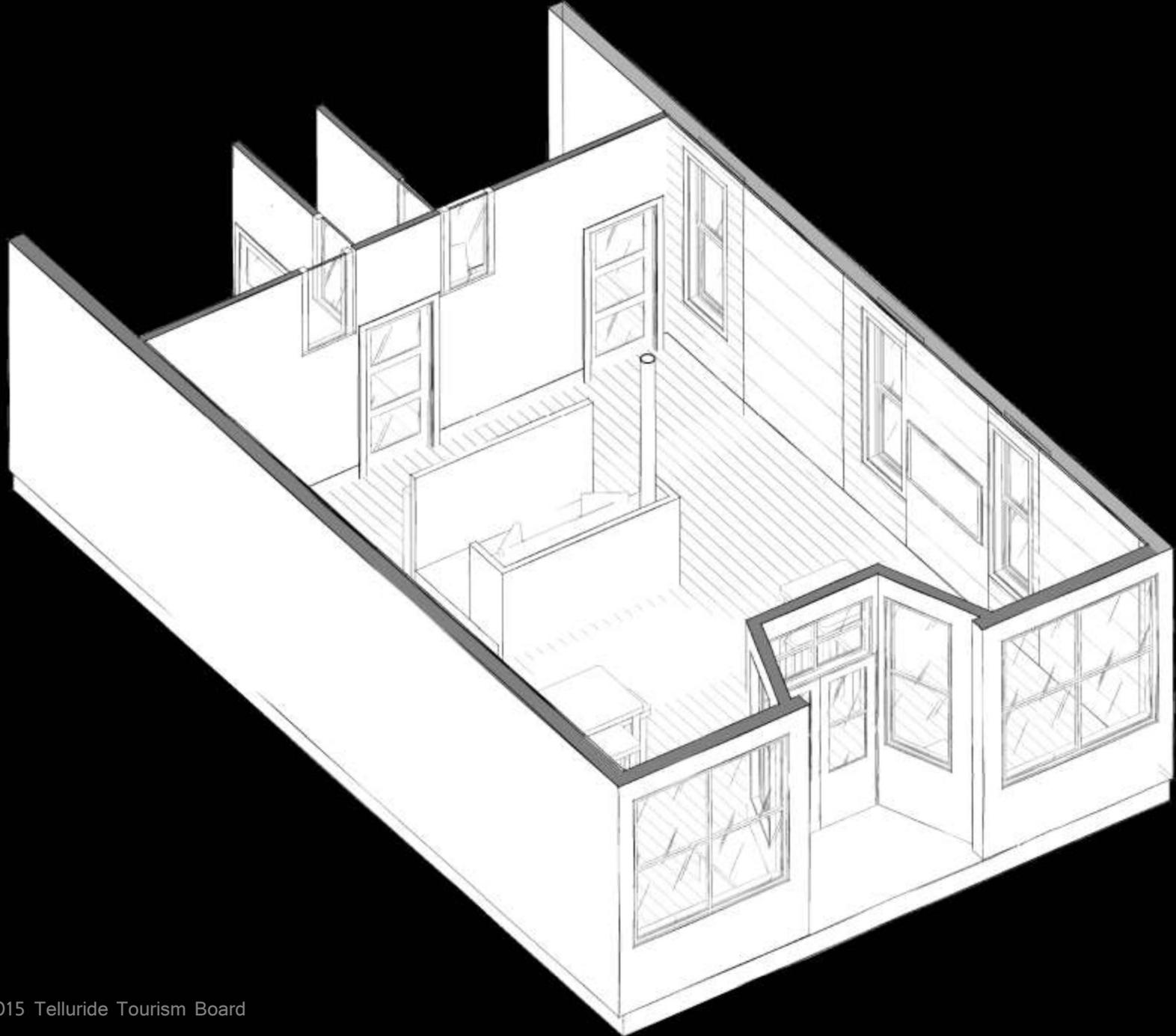
THE FUTURE

WHAT IT **WILL** BE

- Inspiring (on brand)
- Classic
- High-tech
- Inviting
- Engaging/fresh
- Interactive
- Self-evident









COLOR PALETTE





TELLURIDE
SUMMER
FESTIVAL
 SUMMER FESTIVAL
 • LINEN 4 •
 MADE IN TELLURIDE

TELLURIDE
 COLORADO

MAY 20-26
 JUNE 1-7
 JULY 1-7
 AUGUST 1-7

AGENDA
 MAY 20-26
 JUNE 1-7
 JULY 1-7
 AUGUST 1-7

TELLURIDE
 COLORADO



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In life, there
 are moments,
 and then there
 are Made in Telluride
 moments.

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 summer and see for
 yourself what it means
 to be Made in
 Telluride.

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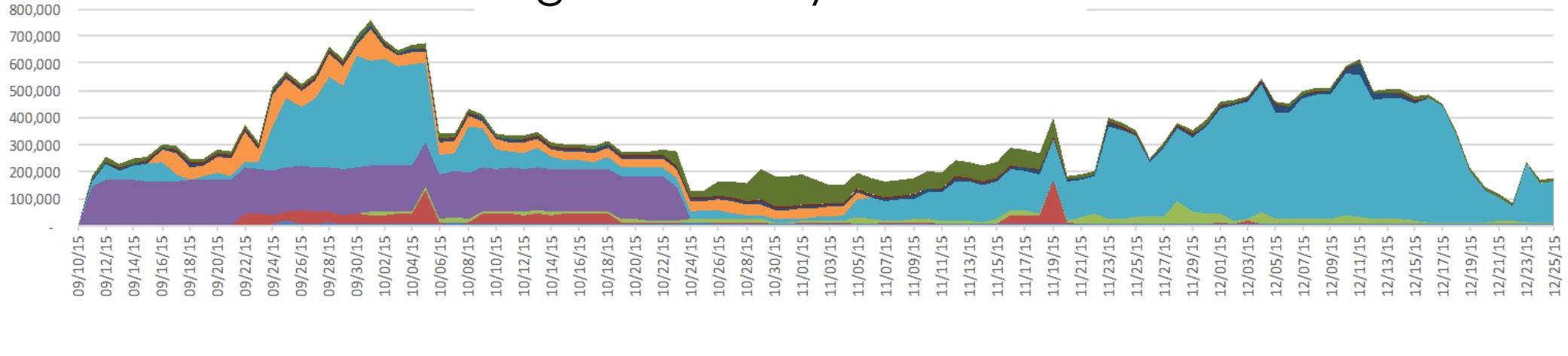


MARKETING UPDATE

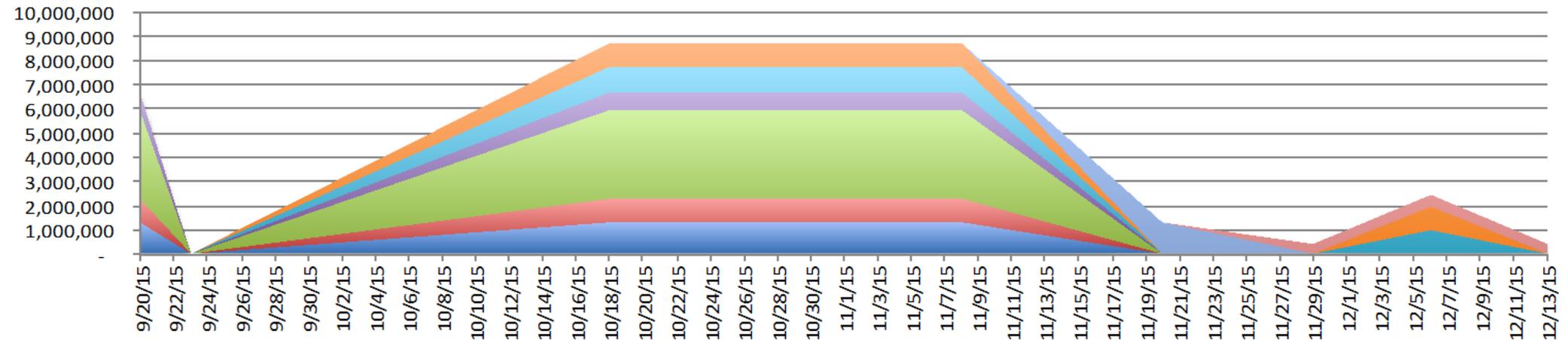


2015 Campaign Delivery

Digital Delivery Calendar



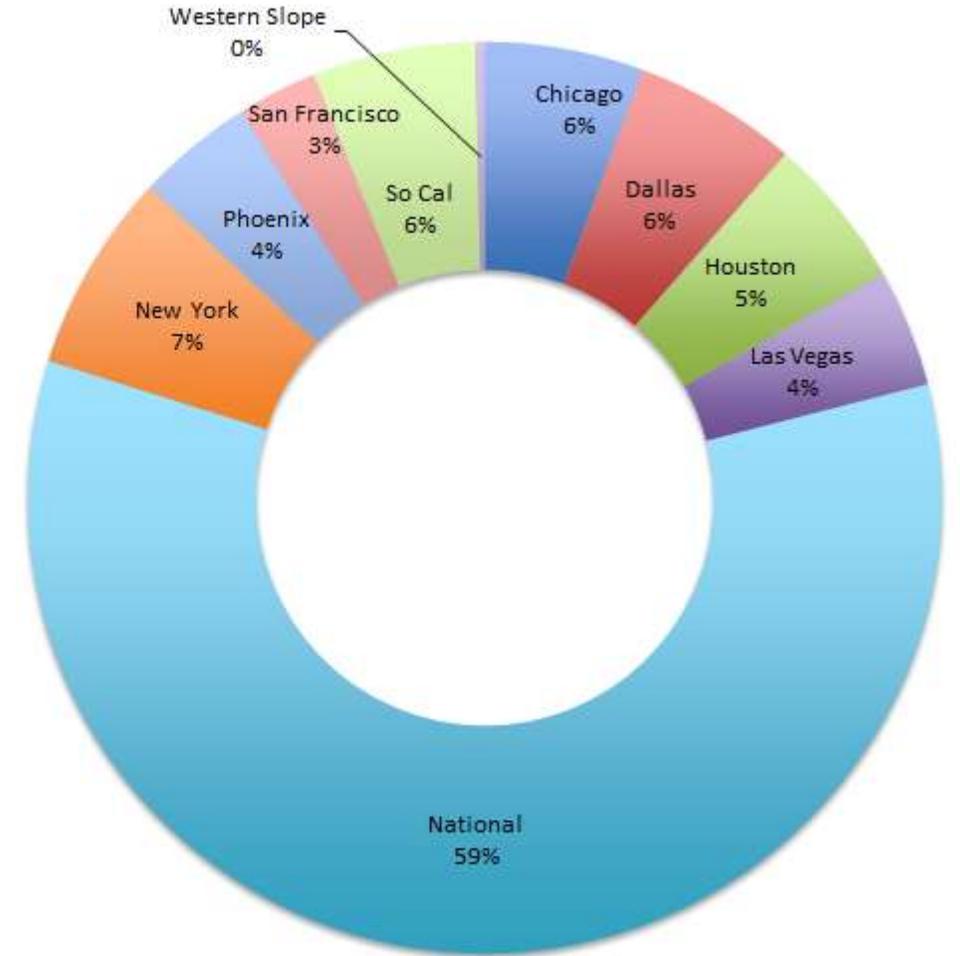
Print Delivery Calendar



IMPRESSIONS BY MARKET



ACTIONS BY MARKET



MOAT Analytics

attention management platform

Telluride Tourism's digital creatives are **exceeding Moat benchmarks**.
Users are spending **more time engaging** and users are **engaging more frequently**.



In-View %

% of impressions where at least 50% of an ad was In-View for at least one continuous second.

57.0%

Benchmark: 53.3%

In-View Time

The length of time an ad has been active and In-View.

31.6 sec

Benchmark: 24.8 sec

Univ Interaction %

% of impressions where a user entered the frame of ad and remained active for at least 0.5 seconds.

4.5%

Benchmark: 2.8%

Univ Interaction Time

Average length of time the user interacted with the ad.

10.8 sec

Benchmark: 5.6 sec

Telluride Tourism's creative performance from 11-01-2015 to 01-10-2016.
Includes the 300x250, 728x90, 300x600, 160x600 and 16x201 sizes.

TRAVEL

36 HOURS

SHARE

36 Hours in Telluride, Colorado

By CHRISTOPHER SOLOMON DEC. 10, 2015

Besides its natural beauty and uncrowded slopes, this “skier’s mountain” has a quirky culture of friendly, relaxed fans of the great outdoors.



A view of downtown Telluride. Morgan Rachel Levy for The New York Times

There are steeper ski resorts than Telluride. There are ski resorts that get more snow. But few places are more friendly and prettier than this town at the end of a box canyon in the tall San Juan Mountains, a place so cinematic that Quentin Tarantino was here last winter filming his forthcoming western, “The Hateful Eight.” Beauty and great skiing keep pulling the money here, and that keeps refreshing the scene. But it’s the people who make this place interesting — a quirky stew of Patagonia-clad men who look as if they came straight from base camp; flushed women direct from their 10-mile runs; still others reciting poetry in bordello-wear at a Colorado Avenue bar; and gray-nonytailed hippies who play “Sugar

THE MOST COLORADO PLACE ON EARTH™





OFF THE STEEP END

WORDS BY TYLER COHEN | PHOTOS BY FREDRIK MARBATER

While Jackson and Vail are well known for their resort-accessed backcountry, Telluride Ski Resort holds some of the country's most storied and dangerous OB terrain. And after four years of land disputes, it's again open for the skiing.

Backcountry

MAGAZINE



Arts & Life

Lynn O

Hea
fun



11 Unique Winter Blue

Travel » New Telluride Co

Tuesday Feb 9, 2016
PRINT EMAIL



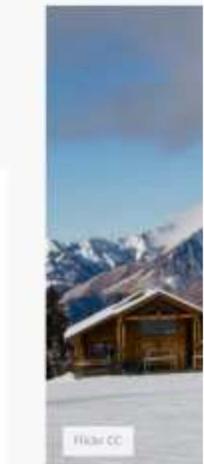
Kenworthy will host Beach on the Telluride launch party, guest Opening Cocktail 10 p.m., a boutique both events, also will be spinning t

Following the opening the week such as snowboarding. E bar specials for T Highlights includ



Blair Thill on OFF THE GRID

Telluride, CO



If you have your home Telluride, a ski town you're at it, save your local expert shops.

Home » News & Features

15 Amazing Destinations

January 29, 2016 at



Courtesy of Lumiere Telluride

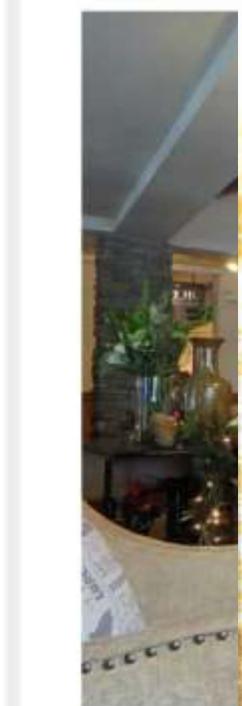
TELLURIDE, COLORADO
Tucked away between town-turned-ski resort Stone spend time here —suites open onto a of orange, cream, and helpful staff even include ski-valet service include studio and penthouses
Plan Your Trip: Visit



Boutique Hotel, H

The Hotel Camp

BY DANA REBMANN



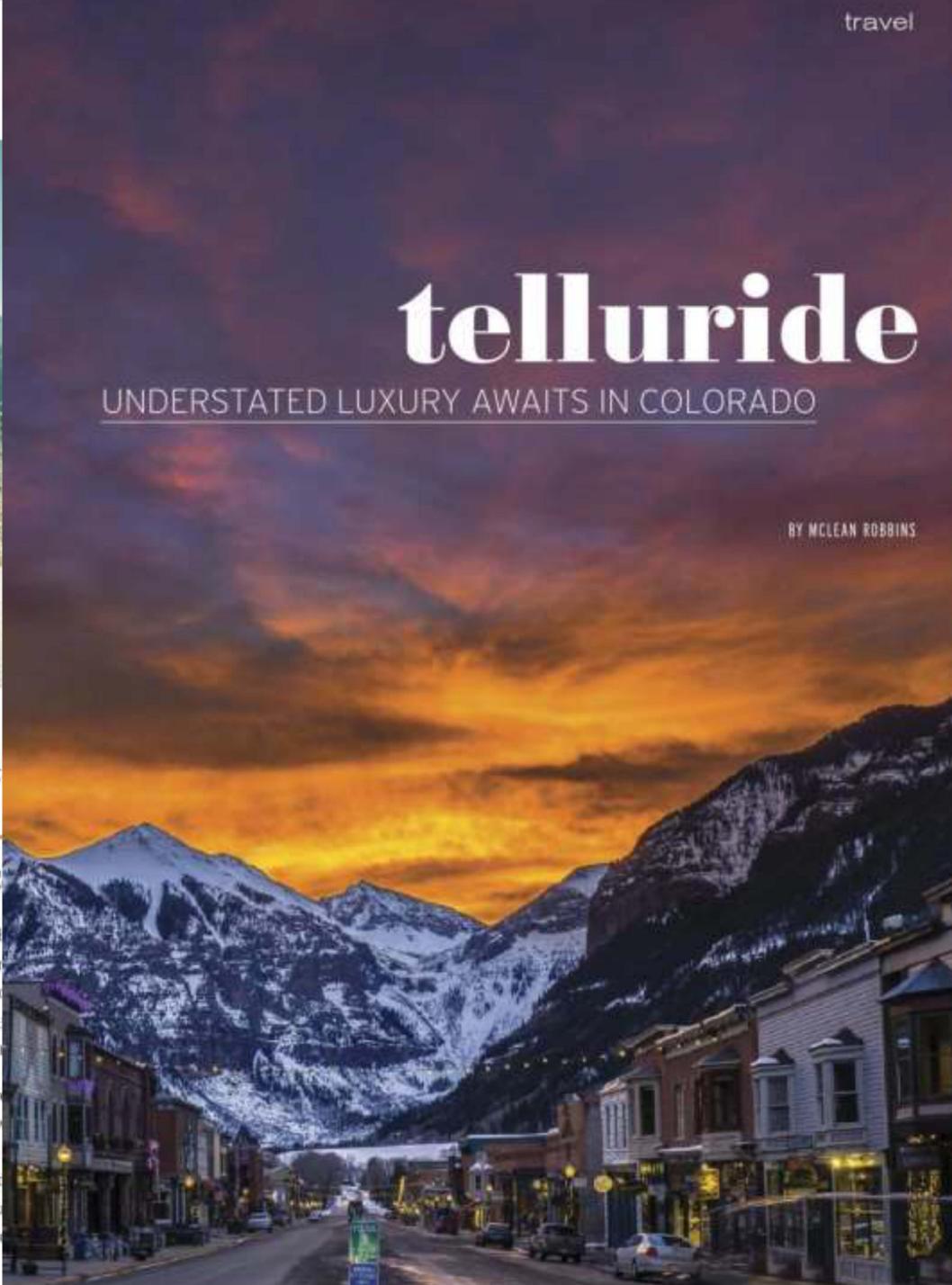
Courtesy Beaver Creek

These mountains and merlot.

Telluride, CO

Compared to the... is a good thing. An... crowds (it's far from slopes. There are... between Mountain

The two towns are... main attraction, v... point for parents... slopes, families go... be arranged. Show... afternoon of indo



telluride

UNDERSTATED LUXURY AWAITS IN COLORADO

BY MCLEAN ROBBINS

26



18



39



24



UPFRONT

- 17 For the Patron: Inside Vincent van Gogh's Bedroom
- 18 Rhap Session: Mavis Staples still hits all the right notes
- 20 Five Reasons to Check In: The Ivy Hotel in Baltimore brings back Gilded Age opulence
- 22 From the Sideboard: Room-temperature cocktails get anything but a tepid response
- 24 First Drive: Slip slidin' away at the Lamborghini Winter Accademia
- 26 Talking Off: Jack Quaid rocks out in HBO's *Vinyl*
- 28 Moving Pictures: How our favorite film stars thanked the Academy on Oscar night
- 30 The Sporting Life: Tennis champ Jimmy Connors holds court in Boca Raton
- 32 Tasting Notes: Chicken tikka masala
- 34 Connections: Getting to know your fellow flyer
- 36 The Next Big Think: Douglas Rushkoff on why Uber should become a co-op

MODE

- 39 Timekeeping: Jaeger-LeCoultre's signature Reverso watch
- 43 Designer Profile: Red carpet favorite Monique Lhuillier celebrates her 20th anniversary
- 49 On Trend: How stripes went from the jail cell to the runway
- 50 Auction Block: What's going under the gavel this month

ELIZABETH WERNER/QUAD; BRIAN SMITH/STAPLE; ANCHETO (WAGG)

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QUESTIONS



**2015 ANNUAL REPORT
TELLURIDE HISTORICAL MUSEUM, INC.**

MISSION STATEMENT

The mission of the Telluride Historical Museum is to preserve the rich, colorful, and diverse history of the region and to bring history to life through exhibits, programs, and education.

VISION

We envision a museum that is an indispensable cultural asset which reaches beyond its walls to engage people by bringing history to life.

2015 EXECUTIVE SUMMARY

Continuing a recent trend, the Museum again served a record number of people in 2015. 7,513 people visited the museum in 2015, a 3.7% increase over 2014. Program participation increased for the fourth consecutive year, and the number of children (ages 3 -17) served rose to 2,133 throughout the year, a 12% increase over 2014.

The Museum unveiled its annual exhibit, *Forces of Nature: Telluride's Prehistoric Journey*, in June to the largest exhibition opening reception in the past four years. The new exhibit also served as a centerpiece for a number of programs including lectures, school programs, and After School at the Library programs. Additionally, the exhibit's theme of paleontology and geology served as the organizing motif for the fourth annual edition of *Telluride Tales: A Journal of the Telluride Historical Museum*.

The Museum continued its tradition of collaborative partnerships in 2015 when it joined with Rocky Mountain PBS and the Smithsonian Institution to create "Telluride, Colorado: A Place of Hydropower Innovation" as part of the National Museum of American History's *Places of Invention* project and exhibition. This project, in turn, inspired Rocky Mountain PBS- with the Telluride Historical Museum's help- to produce the *Colorado Experience* episode, "Hydro Power." This episode was subsequently presented in a special preview screening and student-centered program in collaboration with the Pinhead Institute, Smithsonian Institution and Sheridan Opera House.

The Museum helped celebrate the 20th Anniversary of the documentary film, *Fire on the Mountain: The Story of the 10th Mountain Division*, with a special screening at the Sheridan Opera House. The event, which featured a panel discussion with surviving members of the World War II mountain warfare unit, was both well-received and well-attended with 240 audience members in attendance.

The 10th Mountain Division event also helped to partially offset the continued effects of the decreased mill levy revenue. Additionally, the Museum focused on rebounding membership revenue, increased museum admissions, the continuation of "An Evening

with Ken Burns” film screening program, and the growth of “Feasting on History” to help bridge the mill levy revenue gap.

EXHIBITS & COLLECTIONS

The Museum’s annual exhibit, *Forces of Nature: Telluride’s Prehistoric Journey*, used paleontology and geology to examine how the landscape in and around Telluride developed over the course of millions of years. The exhibit, which featured multi-sensory and interactive elements as well as artifacts borrowed from the Museum of Western Colorado’s Dinosaur Journey facility and the *Allosaurus* fossils discovered by local student Sylvan Bald, explores such themes as dinosaurs, plate tectonics, volcanism, and glaciation to explain how the area acquired the rich mineral resources and breathtaking scenery for which it would eventually become known.

For the first time, the Museum created a children’s guide and associated labels to fully engage a younger demographic with the annual exhibit. The Museum also built on the previous year’s success and created a free catalog as an accompaniment to the exhibit.

The Museum was also notified in 2015 that it had won an American Association of State and Local History Leadership in History Award for 2014’s annual exhibit, *Voices of Wartime: Telluride During World War II*. This award is AASLH’s most prestigious recognition of preservation and interpretation of state and local history. The Museum was one of 60 honorees. Director of Programs and Exhibits Anne Gerhard and Board Treasurer Todd Brown attended the AASLH Annual Meeting in Louisville, Kentucky to accept the award.

In addition to its onsite galleries, the Museum also maintains seven off-site exhibits installed throughout San Miguel County, including The Peaks Resort and Spa, the Mountain Village Market, Wilkinson Public Library, and the Telluride Medical Center. In 2015, the Museum added exhibits in the San Miguel County Sheriff’s Office and Town Hall in Mountain Village. In addition, museum staff completed an assessment of the existing offsite exhibits in order to discern which were in need of care, maintenance, and updating.

In 2015, the Museum continued to review its permanent collection, including checks for accuracy and condition reporting. In addition, museum staff completed a cleaning and assessment of the Museum’s offsite storage facility in Montrose. This process allowed staff to begin to plan how to maximize the Museum’s offsite storage capabilities.

The physical structure of the Museum building proved to be sound in 2015. The building required only minor repairs and maintenance projects, such as the repair of the back door threshold on the first floor, repair of water damaged walls in the Archive Room on the first floor, and minor repairs to the heating system.

VISITORS

In 2015, 7,513 members, residents, and tourists visited the Museum, an increase of 3.7% from 2014. The Museum continued its efforts to increase visitor numbers by creating and distributing new rack cards to hotels and other local businesses. In addition, the Museum created “free admission” coupons and had them printed in local newspapers. These efforts likely contributed to the five-year high in admissions numbers during the third quarter (July, August, and September) of 2015.

The Museum served 2,133 children and students (aged 3-17) in 2015. This 12% increase continues a recent positive trend with regard to the Museum’s providing of service to this demographic. Additionally, the number of Telluride-area residents who visited the Museum on “locals day” every Thursday held steady at 190 visitors, matching 2014’s total.

PROGRAMMING

In 2015, 3,674 visitors and residents participated in Museum programs and events, an 8% increase over 2014; and 716 students participated in school programming, which amounts to a 14% increase over the previous year. The Museum continued partnerships with several different organizations in a number of communities, including Telluride, Mountain Village, and Norwood.

Building on the precedent of recent years, the Museum hosted a number of lectures in 2015. These included three programs in coordination with the annual exhibit theme of paleontology and geology. In June, Dr. James Hagadorn visited the Museum to discuss a massive reef-killing extinction that occurred 360 million years ago. In July, the Museum invited local student, Sylvan Bald, to talk about his *Allosaurus* fossil discovery. The series concluded in September as Dr. Shawn Collins presented a lecture on Packrat Middens and Megafungal Extinctions.

In addition to the Annual Exhibit Lecture Series, the Museum also hosted Dr. Jackson Newell to discuss his recently released book, *The Electric Edge of Academe*, which explores the life and work of L.L. Nunn. The Museum also continued its longstanding tradition of presenting its annual Fireside Chat programs in Mountain Village and Norwood in August. The Chats included Esther Greenfield discussing her mining photography book *Tough Men in Hard Places*, Jay Fell exploring the smelting industry in Colorado, and John Stansfield presenting a first person account of Rocky Mountain National Park founder Enos Mills.

In a departure from previous years, the Museum decided to present two of its largest events in tandem with each other during the final weekend of August. In honor of the 150th Anniversary of the end of the Civil War, both the Feasting on History event and

the following night's "An Evening with Ken Burns" film screening revolved around this momentous occasion. Feasting on History, which was held at La Piazza del Villaggio in Mountain Village, featured guest speaker Flint Whitlock discussing Colorado's contribution to the war. The event was well-attended and generated a record amount of revenue. The second annual "An Evening with Ken Burns" event featured a screening of "The Universe of Battle- 1863" – the fifth episode of the seminal *Civil War* documentary. In addition, the evening included a question and answer session with the director as well as a book and DVD signing. While the event's attendance did not match 2014's total, with 356 ticket holders, the event was still very well-attended.

The Museum presented two additional film screening events in 2015. First, in January, the Museum partnered with Rocky Mountain PBS, the Pinhead Institute, and the Sheridan Opera House to present a screening of the *Colorado Experience* episode, "Hydro Power". In addition to a screening of the film, the event also featured student presentations exploring a variety of different innovations as well as a panel discussion revolving around the film.

In February, the Museum hosted a special 20th Anniversary screening of *Fire on the Mountain*, a documentary delving into the experience of the 10th Mountain Division during World War II, at the Sheridan Opera House. A panel discussion including surviving members of the mountain warfare unit and the directors of the film rounded out the evening. Both the "Hydro Power" and *Fire on the Mountain* screenings filled the Opera House to capacity, with 240 attendees at each event.

During the summer months of 2015, the Museum again partnered with local tour guide and raconteur, Ashley Boling, to provide historic walking tours of Telluride. Additionally, for the first time, the Museum began offering its Lone Tree Cemetery Tours throughout the entirety of the summer, from June through the end of October. The Museum also offered a host of other tour programs including Ski into History and Snow Shoe tours- in collaboration with Eco Adventures- in the winter and Hike Into History programs in the summer.

The Museum also published the fourth volume of *Telluride Tales: A Journal of the Telluride Historical Museum* in 2015. The fourth edition focused on the paleontology and geology of Telluride and the surrounding region. The journal included an article detailing the geology of Telluride written by Rudy Davison, an interview with Sylvan Bald delving into his *Allosaurus* fossil discovery, geological and paleontological poetry contributed by Kiersten Bridger, an overview of the dinosaurs of the Western Slope of Colorado written by Dr. Julia McHugh, a cataloging of the geological and mineral holdings of the Museum's collection written by THM's Collections Manager, Kathy Rohrer, and an exploration of geological metaphors included in Frederick Jackson Turner's seminal essay, "The Significance of the Frontier in American History", authored by THM's Programs and Exhibits Coordinator, Lucas Fredericks.

Additionally, the Museum utilized a number of its curriculum-gearred programs in 2015, with 716 students participating in 38 programs throughout the year. Programs revolved around such themes as the early inhabitants of Colorado, water and hydroelectricity, geology, natural dyes, and a day in the life of a miner.

Below is a summary of the range of the Museum's 2015 programs, community partners, and attendance:

Program/Series	Location	Partners/Collaborators	Attendees
Ski into History (10 programs)	Mountain Village	Ashley Boling	9
Historic Snowshoe Tours (3 programs)	Mountain Village	Eco Adventures	21
Lone Tree Cemetery Tours (23 programs)	Telluride	Lone Tree Cemetery, Telluride Rotary Club	177
Historic Walking Tours (16 programs)	Telluride	Ashley Boling	183
Other Tours (4 programs)	Telluride		132
After School at the Library (5 programs)	WPL	Wilkinson Public Library	160
School programs/field trips/school outreach events (38 programs)	THM	Telluride Elementary/High, Ridgway Elementary, Mountain School, Schmid Ranch	716
Lectures/Receptions (3 programs)	THM	Telluride Foundation, Jeanne Stewart, Ian Bald, Sylvan Bald, Ting Taylor, Dr. Jackson Newell	70
Annual exhibit opening and lectures (4 programs)	THM	Crow Canyon Archaeological Center, Denver Museum of Nature & Science, Sylvan Bald	172
Film Screenings, 'Hydro Power' & <i>Fire on the Mountain</i> (2 programs)	THM	Rocky Mountain PBS, Historic Sheridan Opera House, Smithsonian Institution, Pinhead Institute, George & Beth Gage	480
Haunted History at the Museum	THM		260
Fireside Chats (6 programs)	Norwood, Mountain Village	Hotel Madeline, Norwood Fire Department, Norwood Livery	64

Other programs (2 programs)	THM	Telluride Senior Luncheon, Telluride Mountain School	54
'An Evening with Ken Burns'	THM	Michael D. Palm Theatre, Florentine Films	356
Special Events (3rd Annual Adult Spelling Bee, Olde Fashioned Christmas, Feasting on History, Daffodil Days, and Fourth of July)	Mountain Village, THM, Schmid Ranch	Historic Sheridan Opera House, Telluride Blues & Brews, Schmid Ranch, La Piazza del Villaggio, Alpine Bank, San Miguel Country Store , True North	820
		TOTAL	3,674

The Museum also distributed its 2014 annual report mailing to Telluride and Mountain Village residents to help keep residents connected and informed of the activities of their museum.

MEMBERSHIP

Memberships dropped by 7% in 2015, with just under 70% of members renewing in 2015. In total, the Museum 299 individuals, families, and businesses comprised the Museum's membership base with 47 joining as new members and 19 renewing at a higher tier.

LEADERSHIP

There was a change in Executive Leadership at the Museum during 2015. After three years as Executive Director, Erica Kinias stepped down from her position to pursue doctoral studies. In May, the Museum hired Kiernan Lannon, formerly Executive Director of the Smithtown Historical Society in Smithtown, New York, to fill the position.

The Museum also created a new position in 2015, the Director of Development. This position is charged with helping to oversee the Museum's membership campaign, fundraising events, donation solicitation, and marketing efforts. In May, the Museum hired Adrienne Christy, formerly of Tri-County Health to fill this post. Beyond these hires, the Museum's staff remained the same: Anne Gerhard continued as Director of Exhibits and Programs, Lucas Fredericks continued as Coordinator of Exhibits and Programs, Kathy Rohrer continued as Collections Manager, and Leslie Crane and Jackie Ritter continued to staff the front desk as Visitor Service Coordinators.

The Museum also continued to receive guidance and governance from a 14-member board comprised of community and business members and town and county representatives.

BOARD

Executive Committee:

Danny Craft, *President*
Todd Brown, *Treasurer*

Paula Malone, *Vice-President*
Shari Mitchell Seay, *Secretary*

Directors:

Rudy Davison
Vicki Eidsmo
Carol Hintermeister
Chris Jaquet

John Shields
Jim Tharp
Greg Anesi

Government Representatives:

Michelle Sherry, *Mountain Village*
Elaine Fischer, *San Miguel County*
Bob Saunders, *Town of Telluride*

Emeriti:

Deborah Freedman
Richard Betts
Carol Kammer
Jack Harrison

Dan Garner
John S. Pillsbury III
Sheila Wald

Telluride Historical Museum
Balance Sheet
As of December 31, 2015

ASSETS

Current Assets

Checking & Savings \$ 160,308
Gift Shop Inventory \$ 31,870

Total Current Assets \$ 192,178

Fixed Assets

Amortize Computer Software \$ 7,609
xLess Acc Amortization \$ (3,813)
Leasehold Improvements \$ 16,828
Building - Town of Telluride \$ 1
Exhibits & Presentations \$ 1,127,875

Museum Collection at FMV

Anasazi Blanket \$ 750,000
Collection of Artifacts \$ 350,000
Collection of Historic Photos \$ 168,960

Total Museum Collection at FMV \$ 1,268,960

Other Fixed Assets \$ 98,246

xLess Acc. Depreciation \$ (971,382) Not updated by CPA for 2015

Total Fixed Assets \$ 1,544,324

TOTAL ASSETS \$ 1,736,502

LIABILITIES & EQUITY

Liabilities

Accounts Payable \$ 5,445
Credit Cards \$ 2,353
Sales Tax Payable \$ 176

Total Liabilities \$ 7,973

Total Equity \$ 1,728,529

TOTAL LIABILITIES & EQUITY \$ 1,736,502

Telluride Historical Museum

2015 Statement of Operations for All Funds

Revenue

Admissions	\$ 27,324	
Foundation Operating Grants	\$ 12,500	
Gifts and Donations	\$ 21,747	
Memberships	\$ 48,137	
Programing	\$ 10,134	
Special Events	\$ 54,061	
Mountain Village - Mill Levy	\$ 85,209	
Town of Telluride - Mill Levy	\$ 68,995	
Investment Income	\$ 212	
Store & Web Income	\$ 24,033	
Total Revenue	<u>\$ 352,351</u>	
Total Costs of Goods Sold	<u>\$ 11,254</u>	
Gross Profit		<u>\$ 341,098</u>

Expense

Cash O/S	\$ 7	
General	\$ 52,213	
Building	\$ 15,710	
Payroll	\$ 243,620	
Utilities	\$ 9,879	
Programing	\$ 16,392	
Special Events	\$ 21,432	
Promotion & Sales	\$ 24,985	
Collection and Exhibits	\$ 37,353	
Fees and Fines & Other	\$ 85	
Total Expense	<u>\$ 421,676</u>	
Net Other Income		<u>\$ (80,579)</u>

Revised as of 2/24/16

DRAFT

**SAN MIGUEL REGIONAL
TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT**

By and among

TOWN OF TELLURIDE, COLORADO

TOWN OF MOUNTAIN VILLAGE, COLORADO

And

SAN MIGUEL COUNTY, COLORADO

Dated as of _____ 2016

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

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

- Section 1.01. Definitions from the Act
- Section 1.02. Other Definitions

ARTICLE II

ESTABLISHMENT OF THE AUTHORITY AND INITIAL MEMBERS

- Section 2.01. Establishment
- Section 2.02. Purpose
- Section 2.03. Boundaries
- Section 2.04. Voter Approval
- Section 2.05. Initial Members

ARTICLE III

BOARD OF DIRECTORS

- Section 3.01. Establishment of Powers
- Section 3.02. Directors
- Section 3.03. Alternate Directors
- Section 3.04. Appointment of Directors and Alternate Directors
- Section 3.05. Terms of Office
- Section 3.06. Resignation and Removal
- Section 3.07. Vacancies
- Section 3.08. Compensation
- Section 3.09. Resolutions and Voting
- Section 3.10. Special Rules Regarding Adoption of the Authority's Annual Budget
- Section 3.11. Powers of the Board
- Section 3.12. Bylaws and Rules
- Section 3.13. Additional Directors
- Section 3.14. Board Officers

ARTICLE IV

EXECUTIVE AND ADVISORY COMMITTEES

- Section 4.01. Generally
- Section 4.02. Administrative Advisory Committee
- Section 4.03. Other Advisory Committees

ARTICLE V

PERSONNEL

- Section 5.01. Generally
- Section 5.02. Administrator

- Section 5.03. Powers and Duties
- Section 5.04. Vacancies
- Section 5.05. Compensation

ARTICLE VI

POWERS OF THE AUTHORITY

- Section 6.01. General Grant of Powers
- Section 6.02. Specific Responsibilities
- Section 6.03. Limitations on Powers of the Authority
- Section 6.04. Existing Transit Services

ARTICLE VII

FUNDING THE AUTHORITY

- Section 7.01. Baseline Funding
- Section 7.02. Discretionary Member Contributions
- Section 7.03. Mitigation of Development Impacts
- Section 7.04. Pursuit of Grants
- Section 7.05. Capital Projects and Bonds
- Section 7.06. No Implied Limits on Powers

ARTICLE VIII

MEMBERS

- Section 8.01. Initial Members
- Section 8.02. Withdrawal of Initial Members
- Section 8.03. Additional Members
- Section 8.04. Future Elections

ARTICLE IX

TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION

- Section 9.01. Effective Date
- Section 9.02. Termination
- Section 9.03. Distribution of Assets Upon Termination

ARTICLE X

DEFENSE OF DIRECTORS, OFFICERS, MEMBERS OF ADVISORY COMMITTEES AND EMPLOYEES

ARTICLE XI

AMENDMENTS

- Section 11.01. Amendments Generally
- Section 11.02. Amendments to Boundaries
- Section 11.03. Modification of Appendices

ARTICLE XII

MISCELLANEOUS

Section 12.01.	Adoption and Execution of Agreement in Accordance with Law
Section 12.02.	Parties of Interest
Section 12.03.	No Personal Liability
Section 12.04.	Notices
Section 12.05.	Assignment
Section 12.06.	Severability
Section 12.07.	Interpretation
Section 12.08.	Governing Law

APPENDIX A	DETERMINATION OF BOUNDARIES OF THE AUTHORITY
APPENDIX B	MAP OF PROPOSED DISTRICT BOUNDARIES
APPENDIX C-1	SAN MIGUEL COUNTY ESTABLISHMENT BALLOT QUESTION
APPENDIX C-2	TOWN OF TELLURIDE ESTABLISHMENT BALLOT QUESTION
APPENDIX C-3	TOWN OF MOUNTAIN VILLAGE ESTABLISHMENT BALLOT QUESTION
APPENDIX D	INITIAL TRANSIT SERVICE PLAN
APPENDIX E	RATIONAL FOR DIFFERENT FUNDING LEVELS FROM DIFFERENT JURISDICTIONS
APPENDIX F	INITIAL CAPITAL PROGRAM
APPENDIX G	INVENTORY OF RTA ASSETS
APPENDIX H	ESTIMATED FUNDING FROM DIFFERENT JURISDICTIONS

**SAN MIGUEL REGIONAL TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

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

AGREEMENT

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

ESTABLISHMENT OF THE AUTHORITY AND INITIAL MEMBERS

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

- (a) Each Initial Member (i) has held at least two public hearings on the RTA Agreement in accordance with §603(3), (ii) has submitted this Agreement for review and comment in accordance with §43-4-603(1.5), C.R.S. to the Colorado Department of Transportation, those counties and municipalities that border the Authority's boundaries; and (iii) has executed this Agreement (which execution shall constitute a representation by such Initial Member to the other Initial Members that the executing Initial Member has held the public hearings required by §603(3) and that Governing Body of such Initial Member has duly authorized its execution, delivery and performance of this Agreement);
- (b) This Agreement has been approved by a majority of the registered electors residing within the Initial Boundaries of the Authority at the time of the election who voted in the general election or special election called for such purpose in accordance with § 603(4); and
- (c) The Director of the Division of Local Governments has issued a certificate pursuant to § 603(1) stating that the Authority has been duly organized according to the laws of the State and such certificate has been recorded in the legal real estate records of San Miguel County pursuant to §603(1).

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

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

Section 2.04. Voter Approval.

(a) The Initial Signatories agree to submit ballot questions and/or ballot issues seeking voter approval of the establishment of the Authority herein at elections to be conducted on the 8th day of November, 2016 in accordance with the Act and other applicable law (the "Election"). Three separate ballot questions, which are hereafter referred to by the names indicated below and drafts of which are attached herein as Appendixes C-1 through C-6, shall be submitted to the registered electors of the following described areas within the boundaries of the Initial Signatories:

- (i) the "San Miguel County Establishment Question", a draft of which is attached herein as Appendix C-1, shall be submitted to San Miguel County registered electors residing within the unincorporated area within the proposed RTA Boundary;

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

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

(b) With the intent to put forth these measures as a coordinated election under the Clerk of San Miguel County, the Governing Body of each of the Initial Signatories named in the title of each ballot question shall take all actions necessary to submit such questions to the appropriate registered electors at the Election but may modify the ballot questions submitted by it in any manner that is consistent with the terms of this Agreement and the ballot questions/issues attached herein in Appendices C-1 through C-3. Any Governing Body’s modification(s) to a ballot question that are inconsistent with the terms of this Agreement and the attached appendices shall require the written consent of each of the other Initial Signatories prior to its submittal to that body’s registered electors. The designated election official for a coordinated election shall be the San Miguel County Clerk and Recorder.

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

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

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

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

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

ARTICLE III

BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

Section 3.09. Resolution and Voting. All actions of the Board shall be by written resolution. Except as otherwise provided in Section 3.10 herein, resolutions of the Board shall be adopted upon the affirmative vote at an open and noticed public meeting of at least a simple majority of the Directors then in office who are eligible to vote on the measure. A minimum vote of two-thirds of the Directors then in office is required per §43-4-605(2)(II) C.R.S. in the case of adding territory and members to the Authority. The Authority shall provide at least 48 hours' written notice of meetings to each Director and Alternate Director and to the Governing Body of each Member. Notwithstanding any other provision herein, a Director shall disqualify himself or herself from voting on any issue with respect to which he or she has a conflict of interest, unless he or she has disclosed such conflict of interest in compliance with §18-8-308 and 24-18-101 et seq., C.R.S., as amended.

Section 3.10. Special Rules Regarding Adoption of the Authority's Annual Budget. Notwithstanding Section 3.09 herein, if the Board fails to approve the Authority's annual budget by resolution adopted in accordance with Section 3.09 herein by the end of the immediately preceding fiscal year of the Authority or any earlier date required by State law, until an annual budget is adopted, the Authority's budget for such year shall be the prior year's budget, with adjustments approved by a majority of the Directors then in office who are eligible to vote thereon that, in the aggregate, do not exceed the sum of "inflation" and the Authority's "local

growth” as determined in accordance with Article X, §20(2)(f) and (g) of the Colorado Constitution. The procedures set forth in this Section may be modified by bylaws or rules adopted in accordance with Section 3.12 herein.

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

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

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

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

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

(b) Vice Chair. The Vice Chair shall be the Officer next in seniority after the Chair and, upon the absence of the Chair, shall have the authority, powers and duties of the Chair. The Vice Chair shall have such additional authority, powers and duties as are prescribed by the Board.

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

also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

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

ARTICLE IV

EXECUTIVE AND ADVISORY COMMITTEES

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

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

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

ARTICLE V

PERSONNEL

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

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

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

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

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

ARTICLE VI

POWERS OF THE AUTHORITY

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

- (a) the specific powers described in §42-4-605, C.R.S.;
- (b) the power to establish Regional Transportation Activity Enterprises in accordance with §42-4-606, C.R.S.;
- (c) the power to establish local improvement districts in accordance with §42-4-608, C.R.S.;
- (d) the power to issue bonds in accordance with §42-4-609, C.R.S.;
- (e) the power to cooperate with any person or entity as provided in §42-4-610, C.R.S.;
- (f) the power to invest or deposit funds as provided in §42-4-616, C.R.S.; and
- (g) the power to petition for a judicial examination and determination of any power, act, proceeding or contract of the Authority as provided in §42-4-620, C.R.S.

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

- (a) **Regional Transit Services.** The Authority shall coordinate and may operate and fund Regional Transit Services as described in Appendix D, the Initial Service Plan, as may be amended from time to time per Article XI herein.
- (b) **Contract Transit Services.** The Authority may enter into contracts with any Member or other person or entity for the provision of transit services in the manner and subject to the terms of such contracts.
- (c) **Regional Transportation Planning.** The Authority shall engage in annual regional transportation planning to direct the Authorized Transportation Projects, pursue local, federal or state funding and coordinate overall transportation policy within the area in which it provides transit services. Regional transportation planning shall, as determined by the Board, include short range service and infrastructure planning as well as long range planning, corridor investment studies and related impact analyses.
- (d) **Planning, Construction and Maintenance of Regional Trails and Pedestrian Infrastructure.** The Authority may provide support for regional public trails in cooperation with Members, and other agencies including but not limited to the USFS, BLM and CDOT.
- (e) **Local Service.** The Authority may operate Authorized Transportation Projects of a Member jurisdiction (as distinguished from regional services) except as otherwise specifically provided herein, only pursuant to an agreement to which such Member pays the Authority for the services provided on the same fully allocated cost basis otherwise used to determine costs of services throughout the Authority's service area.
- (f) **Aerial Tramway (Gondola).** The Authority may plan for transitioning operations, maintenance, capital improvements, and the funding required for such functions of the Telluride-Mountain Village Gondola system (the "Gondola") to the Authority by December 31, 2027. The Authority may fund capital expenditures that have a useful life that extends beyond December 31, 2027; the Authority would fund the portion of the capital expense that is projected to extend beyond December 31, 2027. The Authority may, but is not required to, fund expenses related to the operation of the Gondola prior to December 31, 2027. Notwithstanding any of the foregoing, it is the objective of the Authority to assure the ongoing operation of the Gondola beyond December 31, 2027.
- (g) **Transportation Related Infrastructure.** The Authority may assume the maintenance of existing facilities and may develop new park-and-ride facilities, transit stops, vehicle maintenance garages, trails or other necessary infrastructure related to operations under the purview of the Authority.
- (h) **Roadway Maintenance & Improvements**
- (i) **Rail Projects and Service**
- (j) **Aviation Service**

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

- (a) the Authority may only finance, construct, operate and maintain authorized transportation projects;
- (b) Advisory Committees may only be appointed and may only exercise the powers as provided in Article IV herein;
- (c) no action to establish or increase a tax or to create a multiple fiscal year debt or other financial obligation that is subject to §20(4)(b) of article X of the State Constitution shall take effect unless first submitted to a referendum vote in accordance with §42-4-612 of the Act;
- (d) the Board shall deliver notice of any proposal to establish, increase or decrease any tax to any County or Municipality where the proposed tax or fee would be imposed in accordance with §42-4-613 of the Act; and
- (e) a notice of the imposition of or any increase in any fee or tax or the issuance of Bonds shall be sent to the Division of Local Government and shall be filed with the State Auditor and the State Transportation Commission in accordance with §42-4-614 of the Act.

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

ARTICLE VII

FUNDING THE AUTHORITY

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

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

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

Section 7.03. Mitigation of Development Impacts. The Authority acknowledges that regional land use development has an impact upon local and regional traffic congestion and the availability of parking. They further agree that improved transit services and infrastructure are a means for mitigating such impacts. Accordingly, Member jurisdictions shall provide

recommendations for the appropriate planning and zoning boards to address transit based mitigation of the projected traffic impacts of a new development within their jurisdiction. Members shall provide recommendations regarding the means by which that the mitigation is imposed. This can include ordinance-based transit impact fees, conditions for approval imposed upon individual development projects, or other means. Funds derived from such mitigation may be remitted to the Authority to offset capital or operational costs and outlays associated with providing regional transit services to the Member.

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

Section 7.05. Capital Projects and Bonds.

The Authority may fund capital projects by the issuance of Authority Bonds pursuant to §43-4-609 if voter approval is obtained for the issuance of such bonds as required §43-4-612(2); through lease purchase agreements or other arrangements permitted by, and subject to compliance with the applicable provisions of State and Federal law; or through one or more agreements with one or more Members. Regional Transportation Enterprises pursuant to §43-4-606 do not require voter approval.

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

ARTICLE VIII

MEMBERS

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

Section 8.02. Withdrawal of Initial Members.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION

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

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

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

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

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

ARTICLE X

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

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

ARTICLE XI

AMENDMENTS

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

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

Section 11.03. Modification of Appendices C-1 through C-3. Notwithstanding any other provision herein, any ballot question attached herein as Appendix C-1 through C-3 may be

modified by the Governing Body of the Initial Signatory responsible for submitting such ballot question to the electors as provided in Section 2.04 herein.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Adoption and Execution of Agreement in Accordance with Law.

Each Initial Signatory hereby represents to each other Initial Signatory that it has adopted and executed this Agreement in accordance with applicable law.

Section 12.02. Parties in Interest. There are no expressed or implied third party

beneficiaries to this Agreement.

Section 12.03. No Personal Liability. No covenant or agreement contained in this

Agreement or any resolution or bylaw issued by the Board shall be deemed to be a covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Member in his or her individual capacity.

Section 12.04. Notices. Except as otherwise provided in this Agreement, all notices,

or other communications by the Authority, any Member, any Personnel or any member of an Advisory Committee, to any other such person pursuant to the Agreement shall be in writing; shall be given a reasonable period of time to be posted or otherwise publically noticed.

Section 12.05. Assignment. None of the rights or benefits of any Member may be

assigned, nor may any of the duties or obligations of any Member be delegated without the express written consent of all the Members.

Section 12.06. Severability. In any clause, provision, subsection, Section or Article of

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

Section 12.07. Interpretation. Subject only to the express limitations set forth herein,

this Agreement shall be liberally construed in accordance with the stated purposes of the Agreement and the applicable provisions of the Act.

Section 12.08. Governing Law. The laws of the State shall govern the construction

and enforcement of the Agreement. Venue for purposes of any litigation arising under this Agreement shall only be proper in the San Miguel County District Court.

Signature Page

To

SAN MIGUEL REGIONAL TRANSPORTATION AUTHORITY
INTERGOVERNMENTAL AGREEMENT

Dated as of _____ 201

ATTEST:
ATTEST:
ATTEST:

TOWN OF TELLURIDE, COLORADO
TOWN OF MOUNTAIN VILLAGE, COLORADO
SAN MIGUEL COUNTY, COLORADO.

APPENDIX A

DETERMINATION OF BOUNDARIES OF THE AUTHORITY

The Initial Boundaries of the Authority shall consist of:

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

APPENDIX B RTA Boundary Map inserted at the end of this document until IGA is finalized.

APPENDICES C-1 THROUGH C-3 Ballot Questions yet to be drafted

APPENDIX D

INITIAL SERVICE PLAN

The Authority shall:

1. Engage in comprehensive long range transportation planning with participation from the Members, the RTA Advisory Committees, and other regional stakeholders.
 - a. Include improved coordination, services and schedules, and transit related facilities.
 - b. Review the need for specialized transit services within the boundaries of the Authority and within the greater region where feasible.
 - c. The final plan will require RTA Board adoption.
2. Provide and/or coordinate public transit services including but not limited to the following:
 - a. Commuter-based transit serving Placerville and Down Valley, Norwood, Ridgway, Montrose, Rico, and Cortez, including points between and in a manner consistent with current or improved levels of service to Telluride and/or Mountain Village.
 - b. Transit service to the Lawson Hill Subdivision and points between in a manner consistent with current or improved levels of service.

- c. Shoulder season, special event, and Gondola backup transit service between the Towns of Telluride and Mountain Village and points between in a manner consistent with current or improved levels of service.
- d. Paratransit, medical appointment and senior transit services.

3. Assist in regional trail planning and construction with an emphasis on the provision of linkages to and between transit services and infrastructure.

4. Consider assuming intra-town services in a manner consistent with current or improved levels of service.

3.5. Consider provision for a continuing capital fund for maintenance, repairs and improvement of the gondola aerial tramway system, between Mountain Village and Telluride.

4.6. Advocate and promote the use of transit and trails rather than personal vehicles whenever possible.

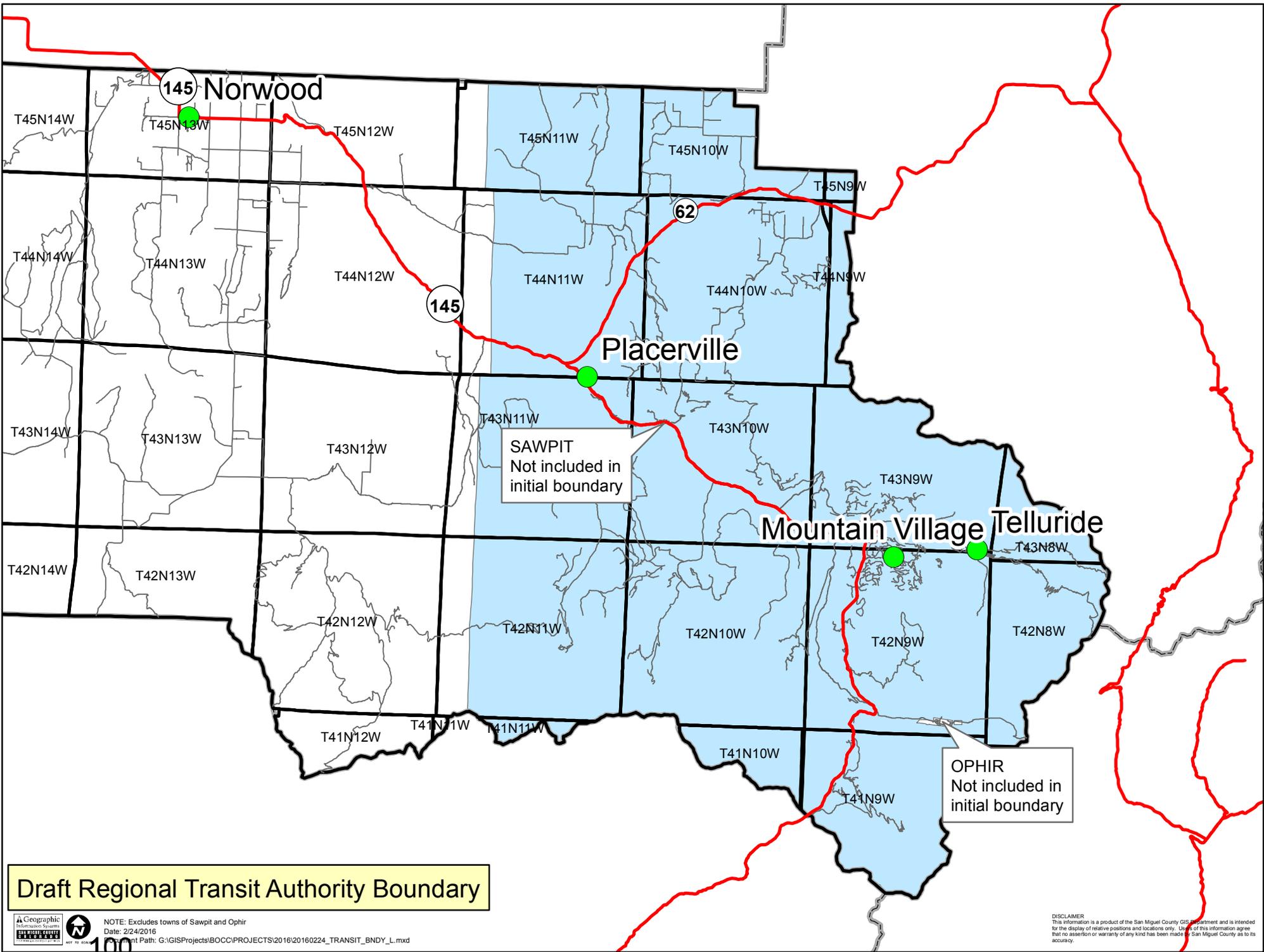
APPENDICES E-H These are to be developed only if deemed necessary.

E. RATIONALE FOR DIFFERENT FUNDING LEVELS FROM DIFFERENT JURISDICTIONS

F. INITIAL CAPITAL PROGRAM

G. INVENTORY OF ASSETS

H. ESTIMATED FUNDING FROM DIFFERENT JURISDICTIONS



Draft Regional Transit Authority Boundary



PLANNING & DEVELOPMENT SERVICES
455 Mountain Village Blvd. Ste. A
Mountain Village, CO 81135
(970) 369-8250

Agenda Item No. 17

TO: Town Council
FROM: Glen Van Nimwegen, Director of Planning & Development Services
FOR: Town Council Public Meeting on March 16, 2016
DATE: March 7, 2016
RE: Consideration of Appointments
a. Four Regular Seats on the Design Review Board
b. One Alternate Seat on the Design Review Board

ATTACHMENTS

- Exhibit A: Letters of Interest from all DRB Applicants
- Exhibit B: Sample Questions for New Applicants

BACKGROUND

The Design Review Board (DRB) consists of seven (7) regular full-time members and two (2) alternate members appointed by Town Council. The term for a DRB member is two (2) years.

Four (4) regular DRB members' terms are expiring in April 2016. Staff has advertised for the open positions as required. The DRB members' terms that are expiring include: Bill Hoins, Keith Brown, Banks Brown and Luke Trujillo. Bill Hoins will not be reapplying for his DRB seat.

Keith Brown, Banks Brown and Luke Trujillo have indicated their desire to remain on the Board. David Craige, who is presently an alternate board member, would like to be considered for the remaining vacant full-time seat. The Town has also received applications from Melanie McGlade, Angela Pashayan and Liz Caton expressing their interest in serving on the DRB. Please refer to attached correspondence for all applicants.

Community Development Code Section 17.2.3.E states that the Council shall strive to appoint at least three (3) or more members of the DRB who are lot owners or residents of Mountain Village; however, residency is not a requirement for appointment but is preferred. Members of the DRB will be present at the Council meeting if there are any questions on its recommendation. DRB member applicants may also be in attendance at the meeting.

DRB RECOMMENDATION

The DRB reviewed the applications on March 3, 2016 and made a recommendation to:

- Re-appoint the (3) regular full-time DRB members, Keith Brown, Banks Brown and Luke Trujillo; and
- Appoint David Craige to the remaining regular full-time seat, and
- Leave the alternate seat vacated by David Craige empty at this time; and

- Request staff to do additional outreach to gain applicants with an architectural background.

PROPOSED MOTION

The following motion appoints members to the DRB as recommended by the Design Review Board:

“I move to appoint Keith Brown, Banks Brown, Luke Trujillo and David Craige as regular members.”

Keith Brown

Apt 41A, 117 Lost Creek Lane, Mountain Village, CO 81435
ph 970.417.9513 keithtelluride@gmail.com
mailing address PO Box 325, Telluride, CO 81435

February 2, 2016

Letter of Intent for Design Review Board Seat

I hope for the opportunity to continue to serve on the Design Review Board (DRB). I've gained a good understanding of the process and functions of the Board. I believe my contribution to the DRB and the application process has been strong. I look forward to further participation as a DRB member.

In December 2015 I passed the state Contractor's A Exam, N-11, which increased my understanding of buildings, with benefits to my work on the DRB. Also in 2015 I completed the state CIC (HOA) Managers education requirements and exam, which is useful for managing and understanding multi-family dwellings.

My background is:

- Owner of Keith Brown Realty and TellurideMountainVillageRentals.com. I sell, renovate and manage Mountain Village properties, including vacation and long term rental condos, homes and commercial properties.
- Resident and owner at Blue Mesa Lodge in Mountain Village. I serve as a Blue Mesa Lodge HOA Board Member, Treasurer and Manager. I am the Blue Mesa Lodge contact for the town of Mountain Village staff. An excellent working relation has developed between the town and the Blue Mesa Lodge HOA for maintenance and repairs. Developing and maintaining the HOA-Town relationship helps in the review of many DRB applications as I understand from experience aspects of public-private cooperation.
- I provide property liabilities studies to insurance underwriters on the Western Slope. The liability studies are a review of the use, condition and risks of a building. The liability studies help in my understanding of properties and benefits my review of DRB applications.
- Regional Manager for the Kellwood Corporation in Asia, 1995-2004, where I managed offices and manufacturing facilities in Sri Lanka, India, Pakistan, UAE and the Maldives.
- MBA, Florence Institute of Technology, Italy
- Rhode Island School of Design, Industrial Design

I have a good knowledge of the laws governing common interest communities (CCIOA and the non-profit act). While not directly applicable to the the Design Review Board, I believe it is useful general knowledge and indicative of my willingness to understand the details of a topic. I am president of the Telluride Air Force, a local flying club and in the past was chairperson of a international search effort based in Telluride. The non-profit activities helps me understand how best to work within a group, including the DRB.

Thank you for considering my interest in continuing to serve on the Design Review Board.

Most Sincerely, Keith Brown 

February 2, 2016

Design Review Board – Town of Mountain Village
Town Council – Town of Mountain Village
Mountain Village, CO

Members of DRB and Town Council,

Please accept this letter as my request to continue to serve on the Mountain Village Design Review Board.

I have enjoyed my prior terms as a member of DRB and take seriously the duties that are specific to this Board. I believe my experience and record of dealing with the design approval process, variation approvals consistent with the CDC, and the reviewing applications for rezoning, PUDs, density transfers, subdivisions, conditional use permits, variances and annexations will benefit the Village as we evolve, grow and thrive. Participating in formulating the Comprehensive Plan helps give me a context and overview for furthering stated community ideals. I am a constructive board member who is respectful and open to the views of fellow members, the public and applicants. I've demonstrated this on other boards I've served on including as President of the Telluride R-1 School District and President of the Aldasoro Home Owner's Company.

My wife and I are Mountain Village property owners and currently reside in the Village. Our two children attend the Telluride High School. We're avid users of the town's amenities; skiing, golf, hiking and certainly Dial-A-Ride.

Thanks for your consideration for appointment to a seat on the Design Review Board.

BANKS D. BROWN
Telluride Sotheby's International Realty
137 W. Colorado Ave.
Telluride, CO 81435
banks@rmi.net
P 970 729 1100
F 888 739 7868

Telluride | **Sotheby's**
INTERNATIONAL REALTY



Feb. 16, 2016

Town of Mountain Village

c/o Jane Marinoff & Glen Van Nimwegen
455 Mountain Village Blvd.
Mountain Village, CO 81435

Subj: Design Review Board – letter of intent for a regular 2 year position.

Town of Mountain Village,

I would like to re-apply for a position as a regular board member of the Mountain Village Design Review Board. As a licensed architect who has practiced professionally for over 24 years, I think that my involvement is key with critical design decisions. I have met with Glen and expressed my concerns with our review process that leads to good overall design.

My intent is to help the community by participating with professional design review. I have no secret agenda to block or harm other applicants. However I do have concerns with any design “just being passed”. Good design requires unbiased dialogue and a positive team synergy. The Mountain Village continues to evolve and have the opportunity to allow outstanding architecture.

Our office currently has two homes under construction in the Mtn. Village at 200 Wilson Peak Drive, and 114 Arizona Drive. We are also working on two more houses currently in the design process.

Please also consider that I am a business owner, resident in the Mtn. Village at 105 Polecat, and my office is located within the Mountain Village at 113 Lost Creek Lane.

Sincerely,

A handwritten signature in black ink on a yellow rectangular background. The signature is cursive and appears to read "Luke Trujillo".

Luke Trujillo AIA

Principal Architect - TruLinea Architects Inc.

SELECTED PROJECTS:

- **Telluride Gravity Works Phase 1 & 2 [2010]** – 7,500 SF facility incorporating a 2-story climbing wall, retail store, mezzanine, affordable housing apartment, and restaurant with roof top deck. Telluride, CO. HARC approval for Phase 2 completed.
- **302 N. Aspen St. [2007-2008]** – 3,500 SF custom home with the moving and reclassification of a historic shed on North Aspen Street, Telluride, CO. **[Published in “SHELTER” Winter 2011-2012]**
- **Moody Cabin [2009-2010]** – 3,800 SF custom home located at 200 Wilson Peak Drive. Renovation and addition to the 1st log cabin built in the Mountain Village, CO. **[Published in “LUXE” Colorado Summer 2011] [Published in Dorado Magazine 2015]**
- **230 Country Club Drive [2008]** – 4,800 SF custom home renovations located on Country Club Drive - Mountain Village, CO.
- **45001 Last Dollar Road [2008-2009]** – 6,500 SF custom home renovation – 35’ glass window wall incorporated to the front façade. Telluride, CO. Adjacent to Telluride Airport.
- **127 Double Eagle Dr. [2011-2012]** – 6,200 SF custom home renovation – large new glazing package and floating steel bridge. Mountain Village, CO. 5th Fairway.
- **138 Russel Dr. [2011-2012]** – 4,300 SF custom home renovation – complete rebuild with all new interiors and major roof line design changes. Mountain Village, CO. 15th Fairway. Currently for sale.
- **Trout Lake Cabin [2011-2013]** – 3,200 SF custom residence. San Miguel County, CO
- **430 W. Colorado Ave. [2013-2014]** – 3,400 SF custom home – historic renovation + new house. Town of Telluride, CO. [HARC approvals + building permit] – completed. Telluride, CO
- **Lake Muskoka Cottage** – Ontario, Canada – Lake House – currently in design.
- **P45 Newport Lake House** – Newport, VT – Lake House – currently in design. Construction to start in spring 2016.
- **Moody Tunnel [2014-2015-2016]** Phase 2 –adding 3,400 SF of livable space with spa center. Currently under construction. Mtn. Village, CO
- **Lot 27 Elk run [2014-2015-2016]** – 9,800 SF residences under construction. San Miguel County, CO
- **114 Arizona Drive [2014-2015-2016]** – 3,400 SF residences under construction. Mtn. Village, CO
- **Lot GH11- Gold Hill Cabins [2014-2015-2016]** – 3,500 SF currently in design. Mtn. Village, CO

AIA Member since 2012
Licensed Architect in Colorado
NCARB Certificate

*For complete project list with client names and references see our website.
TruLinea.com

February 18, 2016

Jane Marinoff
Mountain Village Building Dept.

RE: Letter of Intent

Dear Jane,

I am interested in being considered for one of the four regular DRB seats being vacated. I have been a certified lighting consultant with the American Lighting Association since 2004. I sold Peak to Creek Electrical in 2008 and have been involved with many residential and commercial design build projects in the Telluride region over the past 18 years. I am currently employed as a lighting designer with projects in Aspen, Big Sky, Park City & Telluride.

My experience has involved dark sky requirements, energy efficient LED technology, DRB and HARC approval. I feel that my knowledge would lend itself to the Mountain Village DRB and appreciate your consideration. I welcome the board to review my website www.davidcraigelightingdesign.com and Linked In profile.

Sincerely,

David Craige CLC, IALD

DAVID N. CRAIGE

EDUCATION

UNIVERSITY OF COLORADO, BOULDER CAMPUS
BACHELOR OF SCIENCE IN ENTREPRENEURSHIP AND SMALL BUSINESS ADMINISTRATION, 1987

DAMIAN INSTITUTE, AARSCHOT, BELGIUM, AFS STUDENT PROGRAM, 1982-1983
COURSES INCLUDED: INTERNATIONAL ECONOMICS, ADMINISTRATIVE ORGANIZATION & ART HISTORY

AMERICAN LIGHTING ASSOCIATION, DALLAS
CERTIFIED LIGHTING CONSULTANT AND ALA COURSE INSTRUCTOR, 2005

PROFESSIONAL EXPERIENCE

PEAK TO GREEK ELECTRICAL, INC, TELLURIDE

DESIGNER - SPECIALIZING IN DESIGN BUILD INSTALLATIONS OF ARCHITECTURAL LIGHTING AND INTEGRATED CONTROL SYSTEMS. PROVIDED LIGHTING SPECIFICATIONS, DESIGN AND PROGRAMMING SERVICES TO CUSTOM HOMES AND COMMERCIAL PROJECTS BEING BUILT IN A RESORT COMMUNITY. CERTIFIED WITH CRESTRON, LUTRON AND LITE TOUGH SYSTEMS INTEGRATING HVAC, SHADES AND AUDIO VIDEO EQUIPMENT.

ITT SHERATON HOTELS, LOS ANGELES

OPERATIONS AUDITOR - RESPONSIBLE FOR MONTHLY RECONCILIATION OF ALL BALANCE SHEET ACCOUNTS AND MANAGEMENT OF ENTIRE CASHIERING FUNCTION. ASSISTED CONTROLLER WITH PREPARATION OF MONTHLY FINANCIAL STATEMENTS WITH ANNUAL SALES OF \$30M.

FOOD & BEVERAGE CONTROLLER - PROCURED ALL FOOD AND BEVERAGE SUPPLIES FOR THREE RESTAURANTS AND CATERING DEPARTMENT WITH ANNUAL SALES OF \$13M. DEVELOPED MONTHLY FINANCIAL REPORTS REFLECTING HOTEL OUTLET COSTS, SALES POTENTIALS AND RECONCILED INVENTORIES. ESTABLISHED REVENUE PRODUCING BEVERAGE OPERATION WITH ANNUAL SALES OF \$500K. DEVELOPED STAFFING GUIDES, PRODUCT MIX AND AUTHORED CORPORATE MANUAL OUTLINING STANDARD OPERATING PROCEDURES FOR NORTH AMERICAN PROPERTIES.

VRANESIC & VISCIANO, ATTORNEYS AT LAW, DENVER

OFFICE CLERK - SERVED SUBPOENAS, RESEARCHED VARIOUS COURT HOUSE FILES AND FILED LEGAL DOCUMENTS WITH LOCAL COURTS.

ENTREPRENEURIAL VENTURES

BELLA LUCE, LTD, TELLURIDE

FOUNDER - DEVELOPING A NEW LUMINAIRE TO MANUFACTURE AND DISTRIBUTE. ESTABLISHING INITIAL DESIGN DOCUMENTATION FOR PATENT AND MANUFACTURING PROCESS. AUTHOR OF BUSINESS PLAN TO RAISE NECESSARY CAPITAL TO DEBUT PRODUCT IN 2014.

CLUB & RESTAURANT WINES, LOS ANGELES

DIRECTOR OF SALES - SALES TERRITORY INCLUDED ACCOUNTS IN CALIFORNIA, TEXAS AND FLORIDA. RESPONSIBLE FOR MANAGING SALES STAFF, OBTAINING NEW DISTRIBUTORS, DESIGNING ADVERTISING LAYOUTS AND SALES BROCHURES, REPRESENTATION OF TRADE SHOWS, WINE TASTING AND WAIT STAFF SEMINARS.

ENVIRONMENTAL AQUATIC SERVICES, INC, FLORIDA

PROJECT COORDINATOR - SUPERVISED CREW IN THE MECHANICAL REMOVAL OF AQUATIC VEGETATION. SOLICITED PRIVATE AND PUBLIC CONTRACTS, OBTAINED NECESSARY PERMITS AS WELL AS OPERATING HEAVY EQUIPMENT.

COMMUNITY SERVICE

CREATED A PROGRAM UTILIZING SURPLUS FOOD PRODUCTS FROM HOTEL OUTLETS TO AID FEEDING THE HOMELESS IN DOWNTOWN LOS ANGELES.

209 HILLSIDE LANE, TELLURIDE, CO 81435 DN CRAIGE@ME.COM
970-729-1403

Melanie McGlade
40 Arrowhead Way
Darien, CT 06820
203-858-4527

From: JMarinoff@mtnvillage.org
To: melaniemcglade@hotmail.com
Subject: RE: design review board
Date: Wed, 27 Jan 2016 19:55:38 +0000

Good afternoon Ms. Mcglade, thank you for applying for the Design Review Board.

Could you send me your resume in word or a pdf I am sorry but I can't open it.

Regards Jane

From: melanie mcglade [<mailto:melaniemcglade@hotmail.com>]
Sent: Wednesday, January 27, 2016 12:47 PM
To: Jane Marinoff
Subject: design review board

Hi Jane,

I would like to apply for one of the four open seats on the Design Review Board for the Town of Mountain Village.

I have been a second home owner in Mountain Village for 10 years and I am moving here full time this summer. I am currently splitting my time between Telluride and Connecticut.

Attached is my "resume", and while I have not held a paying position in quite sometime, I have been very involved with multiple volunteer groups and have done many interior/design projects over the last 10 years.

I'd love to be involved with the planning and reviewing of the design aspects of Mountain Village.

Thank you for your consideration!

Melanie McGlade

Melanie McGlade
40 Arrowhead Way
Darien, CT 06820

105 Eagle Drive
Telluride, CO 81435
203-858-4527

Jane Marinoff

From: melanie mcglade <melaniemcglade@hotmail.com>
Sent: Friday, January 29, 2016 9:09 AM
To: Jane Marinoff
Subject: my resume via e-mail

Melanie S. McGlade
105 Eagle Drive
P.O. Box 38
Telluride, CO 81435-0038
203-858-4527
melaniemcglade@hotmail.com

Substitute teacher 2015
New Canaan Country School
Ponus Ridge Road
New Canaan, CT 06840

Primary Assistant 1993 1996-1998
Whitby School
969 Lake Avenue
Greenwich, CT 06831

Volunteer

Big Brothers Big Sisters
Community Plates
Dress for Success
New Canaan Country School

Education

200 Hour Foundational Teacher Training 2011
Nosara Yoga Institute
Nosara, Costa Rica

Primary Teacher Certification 1993
Montessori Center for Teacher Education
4544 Pocahontas Ave.
San Diego, CA 92117

Mount Vernon College 1983
Washington, D.C.

Colleen Henderson

From: Jane Marinoff
Sent: Wednesday, February 03, 2016 9:56 AM
To: yogaofdevotion@gmail.com
Cc: Glen Van Nimwegen; Colleen Henderson
Subject: FW: Design Review Board Open Seat
Attachments: 2015 Resume.pdf

Dear Ms. Pashayan, thank you for your interest in the Design Review Board open seats. Applications for the open seats will go before the Design Review Board March 3, 2016.

Jane Marinoff
Administrative Assistant
Planning & Development Services
Town of Mountain Village
455 Mountain Village Blvd, Suite A
Mountain Village, CO 81435
O :: 970.369.8242
F :: 970.728.4342

[Email Signup](#) | [Website](#) | [Facebook](#) | [Twitter](#) | [Pinterest](#) | [Videos On Demand](#)

From: yogaofdevotion@gmail.com [<mailto:yogaofdevotion@gmail.com>] **On Behalf Of** Angela Pashayan
Sent: Tuesday, February 02, 2016 2:02 PM
To: Jane Marinoff
Subject: Design Review Board Open Seat

Good Day Ms. Marinoff

I'm writing this letter of intent to be considered for one of the open seats on the design Review Board of Mountain Village.

I have been a frequent visitor to Telluride since 1984 and became a full time permanent resident in 2003. I've raised 3 sons her with my husband and have enjoyed seeing the growth in Mountain Village since is early days in 1995.

My background is primarily in strategic solutions & marketing for business and special projects both domestically and internationally, including human resource and humanitarian projects where collaboration is paramount economically, socially, and aesthetically for public edifices. Hence my interest in serving for the Design Review Board.

My resume is attached.

A.R. PASHAYAN

415 Mountain Village Blvd.
Suite#1222
Telluride, CO 81435

T 415.400.9795
ap@arpconsulting.com

Profile

My strengths are in public relations, communication and building business relationships through creatively and strategically meeting needs while developing effective marketing and branding.

Leadership and hands-on experience working in various countries gives me an advantage working internationally, sometimes with challenges. With experience in the Middle East, South America, Australia, Africa, Indonesia, Europe and India, I am comfortable globally. Being African-American and female has become a strategic advantage, defusing the caution and reserve of other cultures (they do not view me as a threat culturally). My humanitarian background has opened communication channels and allowed projects to flourish based upon clarity of needs, sustainability, and providing benefits for all parties/countries involved. I have served the needs of children globally since 2006, and non-professionally since 1978.

Experience

Professional Consulting – 2010-Present

Management and PR of events, festivals, and conferences domestically and abroad including UAE, Asia, and USA. Advising on business branding including logo, website, and public message. Organization of public events, speaking engagements, media relations and publicity. Clients include: Joy News Network - Hong Kong, San Francisco Health Dept., UCSF Cancer Center, MainStage Productions UAE, Sivananda Org., Source Movement - San Diego, and individual small businesses.

Telluride Flights Worldwide Children's Relief Fund – 2006-Present

Domestic NGO serving youth and families with projects for empowerment and economic advancement in Peru, Australia, India, Bali, Africa, Nepal and USA.

Faculty Instructor, FIDM Private College - L.A. and San Francisco – 1998-2011

Part-time teaching between two campuses. Subjects: Branding, Marketing, Sales, Merchandising.

Sales Executive, Cone Mills – 1998-2002

Greensboro, North Carolina textile company producing denim and twill fabrics for Levi's and other USA retailers and designers. The only female sales executive among a team of fifteen males. Territory: Hawaii, California, Seattle, Oregon, Nevada, Arizona.

Other– 1993-1998

Ralph Lauren Womenswear PR/Publicity: team of six women to manage worldwide publicity. Owner of 'The Popover Shop': East Hampton, Long Island, Gourmet cafe & bakery

Education UCLA / Los Angeles, California– Bachelors Degree, Psychology 1986
Richmond College / London, England - Bachelors Degree Psychology (part of UCLA degree)
NYU / New York - Marketing (unfinished)
Norwich University / Vermont - Masters Degree, International Relations & Diplomacy 2014

Skills Public presentations, domestic and international business etiquette, marketing & branding,
negotiating, good writing skills, philosophy. Desire to increase language skills: Swahili,
European and Asian languages.

Projects Public festivals - Middle East, USA, Asia
Humanitarian Projects - India, Australia, Indonesia, Tanzania, Nairobi
Retreat/Service Public Projects - Peru, Nepal, San Francisco, USA
All Projects encompass Education, Social Welfare, Economic Dev. and Empowerment

Memberships World Affairs Council, San Francisco & Denver
Foreign Policy
Vice President, Sigma Iota Rho - Norwich University, Jan.2014 to present
National Association of Female Executives

References Robin Lee, Board of Directors Casa de Milagros - Peru / leerobin@sbcglobal.net

Mark Tarpinian, Owner Joy News Network - Hong Kong / info@joynewsnetwork.com

Arla Ertz, San Francisco Health Dept - San Francisco, CA / arlasusan@gmail.com

Naomi Hoffer, UCSF Cancer Center - San Francisco, CA / naomi.hoffer@ucsfmedctr.org

Ousmane Diagne, Financial Investments - Boston, MA / ousmane@timbuktucapital.com

Jane Marinoff

From: Caton Liz <liz.caton@gmail.com>
Sent: Monday, February 29, 2016 11:17 AM
To: Jane Marinoff
Subject: DRB

Good morning,

Please consider this as a letter of interest for one of the open seats on the Design Review Board. I've been a full-time Mountain Village resident since 2012 and have a long-standing interest in design and construction.

Thank you,

Liz Caton

liz.caton@gmail.com
Box 1889 Telluride CO 81435
970-728-2947
646-280-9340 Cell

Elizabeth Caton
226 Adams Ranch Rd.
P.O. Box 1889
Mountain Village CO 81435

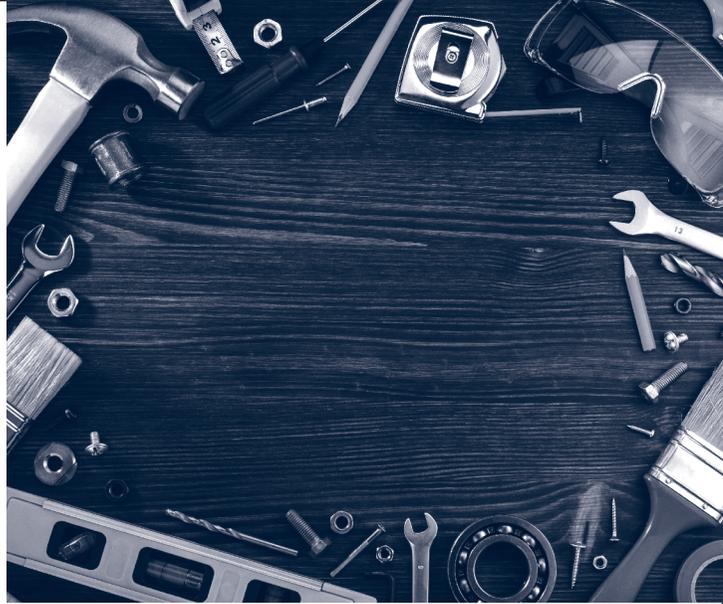
I am currently administrator of a California real estate and development group specializing in property development and speculation in new markets. Previous professional careers include retail buyer for department stores and specialty store chains as well as business manager for small businesses.

I am president-emeritus of Web of Benefit, a national non-profit organization devoted to providing assistance to survivors of domestic violence. Currently I am a volunteer at TASP and serve as membership chair of the Telluride Women's network.

I received a B.A. in literature from Pitzer College and have a certificate in Interior Design from Canada College.

Sample DRB Interview Questions

1. What interests you about serving on the DRB?
2. Are you familiar with the TMV DRB and the review process?
3. Do you have any experience serving on a similar board?
4. What qualities do you feel are important for a DRB member to possess?
5. What important qualities do you believe you will bring to the DRB?
6. Do you see yourself having potential conflicts of interest?
7. Are you able to commit the necessary time to the DRB?



OPPORTUNITY IS OPEN TO THE AT LARGE COMMUNITY

submit your letter of intent and resume
by 5 p.m. February 29
jmarinoff@mtnvillage.org

town council will
appoint board members
at its March meeting

enjoy the benefits
of a ski pass

DESIGN REVIEW BOARD FOUR OPEN SEATS

“WE WOULD LIKE A BALANCED BOARD OF EXPERIENCED ARCHITECTS AND DESIGNERS, CONTRACTORS AND CONSTRUCTION WORKERS, PLANNERS AND COMMUNITY MEMBERS.”

THIS VOLUNTEER BOARD MEETS THE FIRST THURSDAY OF EACH MONTH AND SPECIAL MEETINGS AS NEEDED

DESIGN REVIEW BOARD IS RESPONSIBLE FOR

reviewing the design of new structures, remodels, sign requests, landscaping plans and other architectural and aesthetic matters; board members act as a planning commission, too.





**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

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

AGENDA ITEM #18

TO: Town Council
FROM: Glen Van Nimwegen, AICP, Director
FOR: Meeting of March 16, 2016
DATE: March 9, 2016
RE: First Reading, Setting of a Public Hearing and Council Vote on an Ordinance to Rezone, Major Subdivision and Vested Rights for Lots 376RA, 387R and Access Tract A-376R (127 and 129 Rocky Road)

BACKGROUND

The case was heard at the March 3, 2016 Design Review Board. The Board continued the case until their March 30, 2016 meeting.

STAFF RECOMMENDATION

Staff recommends the Town Council continue the first reading and setting of a public hearing for the project until the April 21 Town Council meeting to receive a recommendation from the Design Review Board.

PROPOSED MOTION

"I Move the Town Council continue the first reading and setting of a public hearing and vote on an ordinance to rezone, approve a major subdivision and the vested rights for Lots 376RA, 387R and Access Tract A-376R until the meeting of April 21, 2016".



PLANNING & DEVELOPMENT SERVICES
455 Mountain Village Boulevard, Suite A
Mountain Village, CO 81435
(970) 728-1392

AGENDA ITEM #19

TO: Town Council
FROM: Glen Van Nimwegen, Director
FOR: March 16, 2016 Town Council Meeting
DATE: March 9, 2016
RE: Consideration of a Resolution Approving a Conditional Use Permit for a Panning Sluice Amusement on Open Space Tract OS-3X (Heritage Plaza)

PROJECT GEOGRAPHY

Legal Description: Open Space Parcel OS-3X
Address: Heritage Plaza Mountain Village, Colorado
Applicant/Agent: Gravity Play Entertainment, LLC
Owner: Town of Mountain Village
Zoning: Active Open Space
Existing Use: N/A
Proposed Use: Temporary Amusement featuring a Panning Sluice
Lot Area: 2.726 acres
Adjacent Land Uses:

North: Fairmont Heritage Place (Franz Klammer Lodge, Fairmont Heritage executive offices, Telluride Sports, Telluride Naturals, Christie's International Real Estate office, and Diggity's Dog House)

South: The Plaza Building (Telluride Ski & Golf executive offices/club, Christy Sports, Telluride Coffee Company, and Residences at The Plaza)

East: Heritage Crossing (Residences at Heritage Crossing, Tracks Café & Bar, The North Face, and Burton) and Telluride Ski Resort ticket office/gondola station

West: Hotel Madeline (Madeline Residence Sales Gallery and Black Iron Kitchen & Bar)

ATTACHMENTS

- Attachment A: Conditional Use Permit Application & Applicant Narrative
- Attachment B: Exhibit 1 - Location Map
- Attachment C: Exhibit 2 - Site Plan
- Attachment D: Exhibit 3 - Equipment
- Attachment E: Exhibit 4 - Water Tower Photograph
- Attachment F: Exhibit 5 - Sluice Photograph
- Attachment G: Exhibit 6 - Educational Display Case

BACKGROUND

The project applicant, Gravity Play Entertainment, LLC (Gravity Play) has been operating a bungee trampoline business on Heritage Plaza ("Plaza") for the past five years during the winter/summer seasons. Their current permit/license is effective through August 10, 2016. Gravity Play has also been operating a ropes course on adjacent TSG land (OS-3U) during the summer season and their current permit is effective through May 15, 2017. Approval of those Conditional Use Permits (CUP) allowed an initial two year period, thereafter staff may renew on an annual basis.

Gravity Play has recently submitted a CUP application to operate a panning sluice amusement on the south side of Heritage Plaza as shown on Attachment B/Exhibit 1 during the summer season, seven days a week from approximately 10 am to 6 pm. The amusement is a self-contained working replica of an actual mining sluice and provides guests with a hands-on educational activity as shown on Attachment C/Exhibit 2. The amusement structure includes a 12' high water tower, an 8' high waterfall section, and four sluice sections as shown on Attachments D, E and F. The applicant is also proposing to place an educational display case near the amusement for guests to identify their gemstones/minerals and learn about the mining history of the Telluride/Mountain Village area as shown on Attachment G/Exhibit 6.

The sluice sections are designed to accommodate 15 guests who will be sifting mining rough (sand) in moving water to reveal gemstones and minerals. The amusement is 42' long and 8' wide and requires an area approximately 44' long and 15' wide. The sluice is handicapped accessible.

The applicant would supply each guest with a bag of mining rough (sand) which they would then pour into a screened tray and lower it into a trough of moving water. While guests sift and shake their tray, the water will wash away the sand and reveal various gemstones and minerals. Tickets would be purchased at either the Adventure Center or the bungee trampoline.

All structures would be constructed out of pressure treated pine and the troughs are lined with stainless steel to prevent leaks. The equipment is also wired with ground fault protection for safety. The mining sluice sections are portable and could easily be reconfigured to accommodate other activities occurring on the Plaza throughout the summer season. Water and electrical power are available adjacent to the proposed location.

STAFF ANALYSIS

In approving the Application, the Council must find the request meets the conditional use permit criteria contained in CDC Section 17.4.14(D). Those criteria and staff's analysis is as follows:

1. The proposed conditional use is in general conformity with the principles, policies and actions set forth in the Comprehensive Plan ("Comprehensive Plan").

Staff: The Comprehensive Plan's Village Center Subarea Plan envisions expanding recreational and cultural opportunities in the Mountain Village Center and supports uses that stimulate a broad range of activities that fulfill the goal of creating an active and vital center. The Comprehensive Plan's Cultural Enhancement Element states the need to allow for smaller cultural and historic displays in key public facilities and spaces as well as providing youth activities that educate and entertain residents and visitors.

The conditional use will generate activity, vitality and economic development as envisioned in the Comprehensive Plan.

2. The proposed conditional use is in harmony and compatible with surrounding land uses and the neighborhood and will not create a substantial adverse impact on adjacent properties or on services and infrastructure.

Staff: The location of the panning sluice provides for reasonable separation from existing businesses and surrounding land uses and the visual impacts of the amusement are minimized by locating it adjacent to landscape planters, tree wells, and the bronze miner sculpture. Lastly, the natural materials and color are appropriate and would not create adverse visual impacts.

3. The design, development and operation of the proposed conditional use will not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space.

Staff: The project is not located in a designated fire lane has been reviewed and approved by both the fire department and police personnel.

4. The design, development and operation of the proposed conditional use shall not have a significant adverse effect to the surrounding property owners and uses.

Staff: The siting of the panning sluice amusement provides for reasonable separation from surrounding property owners and noise impacts are mitigated by limiting the hours of operation from 10 am to 6 pm. The proposed structure can also easily be reconfigured or relocated to another suitable location, if necessary.

5. The design, development and operation of the proposed conditional use shall not have a significant adverse effect on open space or the purposes of the facilities owned by the Town.

Staff: The operation of this amusement will not interfere with gondola or ski operations and will complement surrounding activities occurring on the Plaza. The operation of the amusement will not impact emergency access or pedestrian circulation.

6. The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use.

Staff: Refer to the responses outlined under criteria #2, #3 and #4 above.

7. The design, development and operation of the proposed conditional use shall provide adequate infrastructure.

Staff: The amusement has access to water and electrical power which are both available on the Plaza. In addition, the amusement includes a closed looped water system which will conserve water.

8. The proposed conditional use does not potentially damage or contaminate any public, private, residential or agricultural water supply source.

Staff: The structure has a closed loop water system which includes a stainless steel lined water tank and troughs to prevent leakage.

9. The proposed conditional use meets all applicable Town regulations and standards.

STAFF RECOMMENDATION

Staff recommends that Council approve the Conditional Use Permit for a panning sluice amusement on Open Space Parcel OS-3X with the following conditions:

1. The Applicant shall enter into a Plaza License Agreement ("PLA") with the Town before beginning operation of the business;
2. The Applicant shall be required to place and operate the use as stated in their application;
3. The Applicant shall be required to obtain an agreement releasing, indemnifying and holding the Town harmless from any liability that may arise from the use, installation, repair and/or maintenance of the business;
4. The Business shall be allowed to operate generally from June 11th to August 14th between the hours of 10 am to 6 pm; Sunday through Saturday with the exception of Wednesday when operating hours shall be between the hours of 11 am to 6 pm and a Town approved sign indicating the operational hours shall be posted on site;
5. The Town shall have the right to temporarily relocate the Business to an alternate location within Heritage Plaza (OS-3X) if there are conflicts with festivals, special events or other uses of the plaza;
6. The Business must be operated in compliance with an Operation Plan submitted to and approved by the Town that described the operating, repair, maintenance and safety procedures;
7. The Business shall be allowed to operate under this approval for one (1) year; thereafter the use shall be reviewed and may be renewed by staff on an annual basis; and
8. The Applicant shall incorporate local mining history into the educational display case with collaboration with Telluride Historical Museum staff.

DESIGN REVIEW BOARD RECOMMENDATION

A Motion was made by Board Member Keith Brown, seconded by Board Member Greer Garner to recommend approval of the conditional use permit to Town Council subject to the conditions recommended by staff as amended below:

8. The Applicant shall incorporate local mining history into the educational display case ~~with collaboration with Telluride Historical Museum staff.~~ and work to promote the Telluride Historical Museum with the collaboration of their staff.

9. Apply treatment to the wood (such as EcoWood Treatment) to provide a weathered, muted tone. Staff shall review and approve.
10. Staff shall review and approve signage for the amusement.
11. If staff finds that security of the structure after hours is a concern, the applicant shall wrap the base and sluice with a canvas cover, or other method to reduce trespass.
12. Staff shall report back to the Board in one year on the appropriateness of the location prior to renewal.

PROPOSED MOTION

“I move to approve a resolution approving a conditional use permit for a temporary panning sluice amusement located on Opens Space Tract OS-3X”.

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF MOUNTAIN VILLAGE,
MOUNTAIN VILLAGE, COLORADO
APPROVING A CONDITIONAL USE PERMIT FOR THE INSTALLATION OF A
TEMPORARY PANNING SLUICE AMUSEMENT ON ACTIVE OPEN SPACE, OS-3X**

Resolution No. 2016-0316-__

1. The Town of Mountain Village (Owner) is the owner of record of real property described as Tract OS-3X, commonly referred to as Heritage Plaza; and
2. The Owner has consented to Scott Butler (Applicant) pursuing the approval of a Conditional Use Permit to allow for the installation of a temporary panning sluice attraction on Tract OS-3X, Town of Mountain Village and the Applicant has submitted such application requesting approval of the Conditional Use Permit; and
3. The proposed development is in compliance with the provisions of Section 14.4.14 of the Community Development Code (CDC); and
4. The Design Review Board (DRB) considered this application, along with evidence and testimony, at a public meeting held on March 3, 2016. Upon concluding their review, the DRB voted in favor of the Conditional Use Permit and recommended approval to the Town Council with conditions to be considered by the Town Council; and
5. The Town Council considered and approved this application subject to certain conditions as set forth in this resolution, along with evidence and testimony, at a public meeting held on March 16, 2016; and
6. The public hearings referred to above were preceded by publication of public notice of such hearings on such dates and/or dates from which such hearings were continued by mailing of public notice to property owners within four hundred feet (400') of the Property and posting the Property, as required by the CDC; and
7. The Applicant has addressed, or agreed to address and/or abide by, all conditions of approval of the Application imposed by Town Council based upon a recommendation for approval by the DRB; and
8. The Town Council finds the Application meets the Conditional Use Permit requirements contained in CDC Section 17.4.14 as follows:
 1. The proposed conditional use is in general conformity with the policies of the principles, policies and actions set forth in the Comprehensive Plan;
 2. The proposed conditional use is in harmony and compatible with surrounding land uses and the neighborhood and will not create a substantial adverse impact on adjacent properties or on services and infrastructure;
 3. The design, development and operation of the proposed conditional use shall not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space;
 4. The design, development and operation of the proposed conditional use shall not have significant adverse effect to the surrounding property owners and uses;

5. The design, development and operation of the proposed conditional use shall not have a significant adverse effect on open space or the purposes of the facilities owned by the Town;
6. The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use;
7. The design, development and operation of the proposed conditional use shall provide adequate infrastructure;
8. The proposed conditional use does not potentially damage or contaminate any public, private, residential or agricultural water supply source; and
9. The proposed conditional use permit meets all applicable Town regulations and standards.

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL HEREBY APPROVES A CONDITIONAL USE PERMIT TO ALLOW FOR THE INSTALLATION OF A TEMPORARY PANNING SLUICE AMUSEMENT ON OS-3X AND AUTHORIZES THE MAYOR TO SIGN THE RESOLUTION SUBJECT TO CONDITIONS SET FORTH IN SECTION 1 BELOW:

1. The Applicant shall enter into a Plaza License Agreement ("PLA") with the Town before beginning operation of the business;
2. The Applicant shall abide by the laws of the state of Colorado and the Town of Mountain Village in the operation of the business and shall have a valid Mountain Village Business license before operating the business.
3. The Applicant shall be required to place and operate the use as stated in their application;
4. The Applicant shall be required to obtain an agreement releasing, indemnifying and holding the Town harmless from any liability that may arise from the use, installation, repair and/or maintenance of the business;
5. The Business shall be allowed to operate generally from June 11th to August 14th between the hours of 10 am to 6 pm; Sunday through Saturday with the exception of Wednesday when operating hours shall be between the hours of 11 am to 6 pm and a Town approved sign indicating the operational hours shall be posted on site;
6. The Town shall have the right to temporarily relocate the Business to an alternate location within Heritage Plaza (OS-3X) if there are conflicts with festivals, special events or other uses of the plaza;
7. The Business must be operated in compliance with an Operation Plan submitted to and approved by the Town that described the operating, repair, maintenance and safety procedures;
8. The Business shall be allowed to operate under this approval for one (1) year; thereafter the use shall be reviewed and may be renewed by staff on an annual basis; and
9. The Applicant shall incorporate local mining history into the educational display case and work to promote the Telluride Historical Museum with the collaboration of their staff.
10. Apply treatment to the wood (such as Eco Wood Treatment) to provide a weathered, muted tone. Staff shall review and approve.
11. Staff shall review and approve signage for the amusement.
12. If staff finds that security of the structure after hours is a concern the applicant shall wrap the base and the sluice with a canvas cover, or other method to reduce trespass.
13. Staff shall report back to the Board in one year on the appropriateness of the location prior to renewal.

Be It Further Resolved that OS-3X may be developed as submitted in accordance with Resolution No. 2016-0316-__

Approved by the Town Council at a public meeting March 16, 2016.

Town of Mountain Village, Town Council

By: _____
Dan Jansen, Mayor

Attest:

By: _____
Jackie Kennefick, Town Clerk

Approved as to Form:

James Mahoney, Assistant Town Attorney

Attachment B

Applicant Narrative

The Gemstone Panning Sluice Amusement that we want to place on the Plaza for the 2016 summer season would be a great addition to Mountain Village. The Panning Sluice is an amusement (attraction) that we have operated at other resorts in southwestern Colorado and it is immensely popular. It would be an obvious fit for Heritage Plaza, especially due to the rich mining history in the Telluride and surrounding area.

The unit we are proposing would require a footprint approximately 8 feet x 42 feet. As you can see from the photos, the unit comes in 3 sections and actually bolts and screws together very easily. It is also a completely self-contained and water tight. We would just add water to the unit and the pumps recirculate the water for the kids to "pan" in. Set up time would be about an hour or two.

The sluice is built from treated lumber and has two basic portions to its design. There is a "falls" portion and then there is a "panning" portion. The falls have a "fake" water barrel on it that we propose putting the "Telluride" pick axe logo on. The Telluride Ski & Golf (TSG) resort has indicated that permission to use the logo will be permitted. The water falls have a recirculating water pump built in where the water is recirculated down the falls and appears to be coming out of the water barrel when it is actually not. This part of the system seems to capture the curious adults trying to figure out where the water is coming from. This water stays clean as it is separate from the panning water.

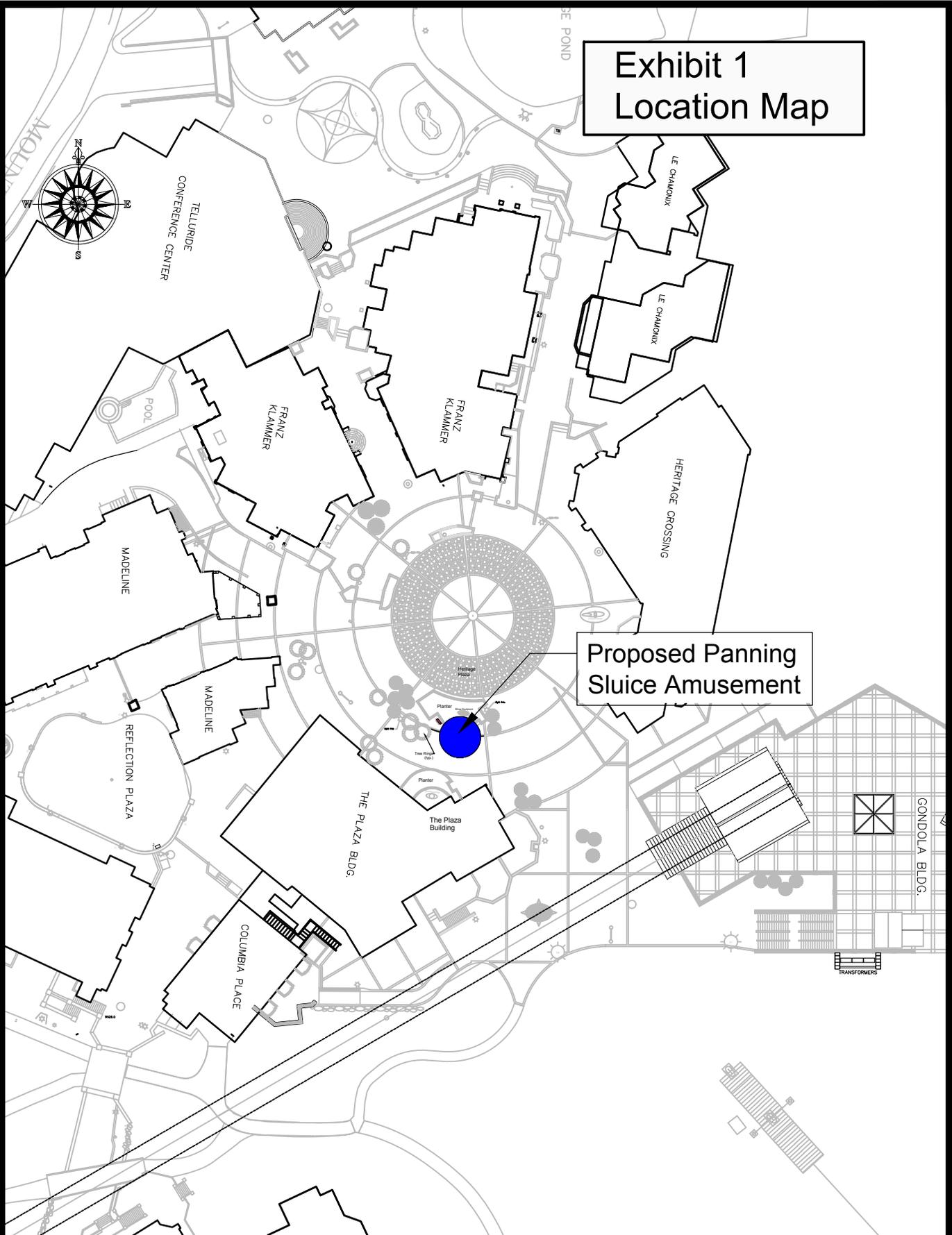
The panning portion is where the kids will take their bags of rough dirt (sand) and do their "panning". When the kids buy their "dirt", they receive the bag of dirt along with a separate zip lock bag for the gems they retrieve and also a gemstone identifier card so they can recognize the different gems as they are panning. The dirt is poured out into a wooden sluice box that has a screened bottom. Kids will then swish this in the water until the gems are revealed and kept. This water is also recirculated from the holding tank at the end of the unit and pumped in a hose hidden under the wood to the top of the panning area, right under the falls.

As far as location, we feel that the best area to place this unit would be in the south central portion of the plaza as shown on Exhibit 2 near the miner sculpture. Having the unit close to the Bungee Operation would also help from a management aspect as it would be close to our other two attractions. The Panning Sluice Amusement would require an area approximately 15 feet x 45 feet which allows the guests to pan for gemstones or watch others identifying their minerals. There is also water, electrical power, and drains located on the plaza.

We envision operating this unit during the same time frame we are operating our Bungee Operation and Ropes Course from approximately June 11, 2016 to August 14, 2016 and staying open from approximately 10 am to 6 pm. Since this is a semi-portable unit, the set up and tear down can be done in a few hours. The water can be removed by a sump pump to a nearby drain in the plaza.

We envision charging approximately \$10 for each bag of mining rough (sand).

Exhibit 1 Location Map



Proposed Panning
Sluice Amusement

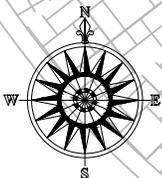
Panning Sluice Amusement



Mountain Village Special Events
Special Event Map
ph: 970-369-8235 fx: 970-369-8119
www.townofmountainvillage.com

1" = 80'
1-26-16

Exhibit 2
Site Plan



Heritage Plaza

Fire Lane

Planter

Miner Sculpture

Light Pole

Water

Power

Display Case

Drain

Water Tower

Waterfall

Sluice

Tree Rings
(typ.)

Walk Way

Proposed Gravity Play
Panning Sluice

Planter

Snowboarder

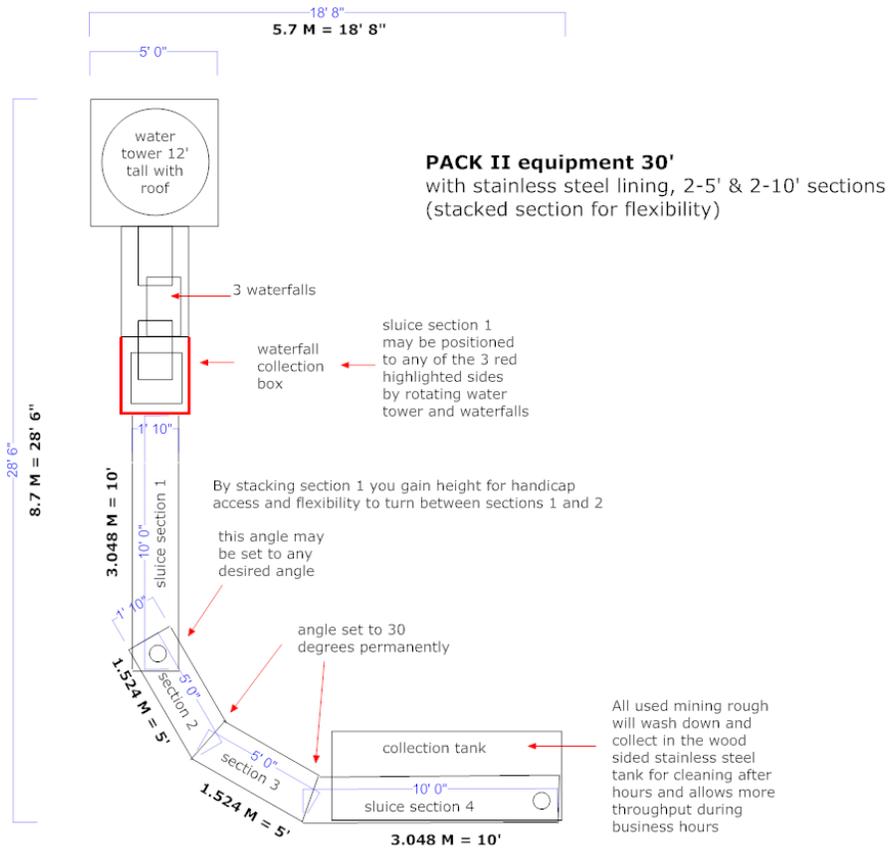
Gravity Play Panning
Sluice Amusement



Mountain Village Special Events
Special Event Map
ph: 970-369-8235 fx: 970-369-8119
www.townofmountainvillage.com

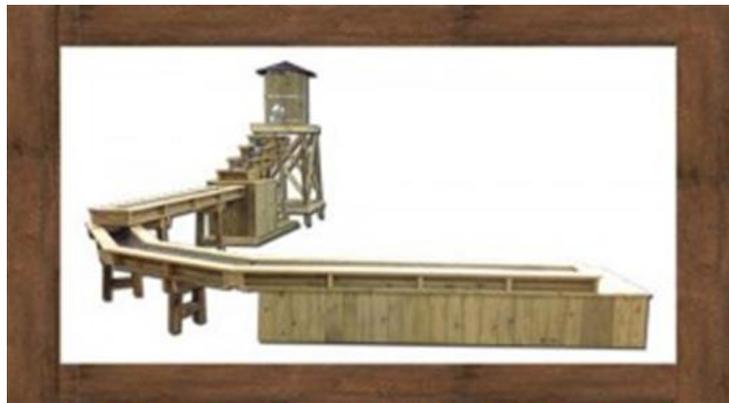
1" = 10'
2-2-16

Exhibit 3: Equipment



sections 2, 3, 4 are on the same plane. Section 1 is stacked onto section 2

All plumbing is hidden and self contained. System has two closed loop water systems to ensure water coming from water tower always stays clean. Signs are personalized for your location



Attachment F

Exhibit 4: Water Tower Photograph



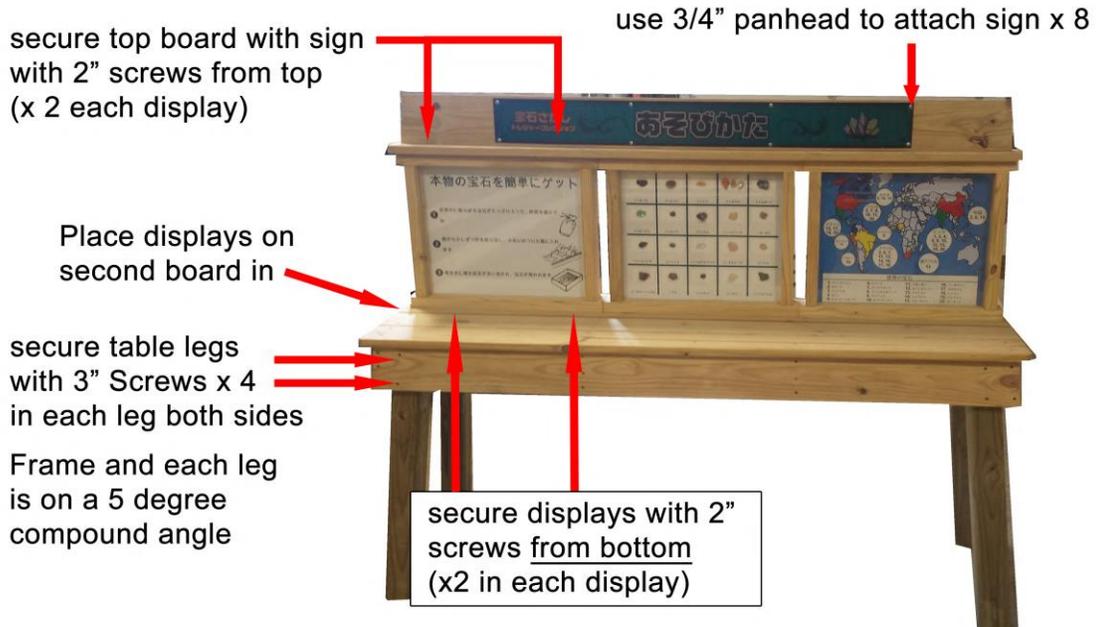
Attachment G

Exhibit 5 - Sluice Photograph



Attachment H

Exhibit 6 - Educational Display Case



Colleen Henderson

From: Cathe Dyer <cathedyer@me.com>
Sent: Tuesday, February 09, 2016 1:39 PM
To: Colleen Henderson
Subject: NO WAY

To the town of Mountain Village,

Please do not consider such an amusement on the Heritage Plaza. The location and whole concept bothers us. JUST ONE OPINONI? Coney Island desperate? Perhaps if this is to be an educational fun item it is more appropriate for the Museum to host at another location.

Cathe Dyer
970-270-7898

Memo

Agenda Item 20

To: Mayor and Town Council
From: James Mahoney
CC: File
Date: March 11, 2016
Re: Ordinance Amending Section 17.6.6 of CDC

In your packets you will find a redline version of section 17.6.6 of the CDC. There are no substantial changes from the first reading version.

1.

Motion: I move to approve o an ordinance amending section 17.6.6 of the Community Development Code as presented.

ORDINANCE NO. 2016-__

AN ORDINANCE TO AMEND THE COMMUNITY DEVELOPMENT CODE (CDC) AT SECTION 17.6.6 TO AMEND THE ROAD AND DRIVEWAY STANDARDS AND MISCELLANEOUS AMENDMENTS TO THE CDC TO ACCOMPLISH THE FOREGOING RECITALS

- A. The Town of Mountain Village (the “Town”) is a legally created, established, organized and existing Colorado municipal corporation under the provisions of Article XX of the Constitution of the State of Colorado (the “Constitution”) and the Home Rule Charter of the Town (the “Charter”).
- B. Pursuant to the Constitution, the Charter, the Colorado Revised Statutes and the common law, the Town has the authority to regulate the use and development of land and to adopt ordinances and regulations in furtherance thereof.
- C. The Town Council may amend the CDC from time-to-time to address CDC interpretations, planning matters, clarify and refine the Town’s land use regulations; or to address issues or policy matters.

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

Section 1. Amendment of Community Development Code

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

Section 2. Ordinance Effect

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

Section 3. Severability

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

Section 4. Effective Date

This Ordinance shall become effective on April 15th, 2016.

Section 5. Public Hearing

A public hearing on this Ordinance was held on the 16th day of March, 2016 in the Town Council

Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 11th day of February, 2016.

TOWN OF MOUNTAIN VILLAGE

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

By: _____
Dan Jansen, Mayor

ATTEST:

Jackie Kennefick, Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this 16th day of March, 2016.

TOWN OF MOUNTAIN VILLAGE

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

By: _____
Dan Jansen, Mayor

ATTEST:

Jackie Kennefick, Town Clerk

Approved As To Form:

Jim Mahoney, Assistant Town Attorney

I, Jackie Kennefick, the duly qualified and acting Town Clerk of the Town of Mountain Village, Colorado ("Town") do hereby certify that:

1. The attached copy of Ordinance No. _____ ("Ordinance") is a true, correct and complete copy thereof.

2. The Ordinance was introduced, read by title, approved on first reading with minor amendments and referred to public hearing by the Town Council the Town ("Council") at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on February 11th, 2015, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Dan Jansen, Mayor				
Cath Jett				
Laila Benitez				
Dan Caton				
Michelle Sherry				
Martin McKinley, Mayor Pro-Temp				
Bruce MacIntire				

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on _____, 2015 in accordance with Section 5.2b of the Town of Mountain Village Home Rule.

4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on _____, 2016. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Dan Jansen, Mayor				
Cath Jett				
Laila Benitez				
Dan Caton				
Michelle Sherry				
Martin McKinley, Mayor Pro-Temp				
Bruce MacIntire				

5. The Ordinance has been signed by the Mayor, sealed with the Town seal, attested by me as Town Clerk, and duly numbered and recorded in the official records of the Town.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this ____ day of _____, 2016.

Jackie Kennefick, Town Clerk

(SEAL)

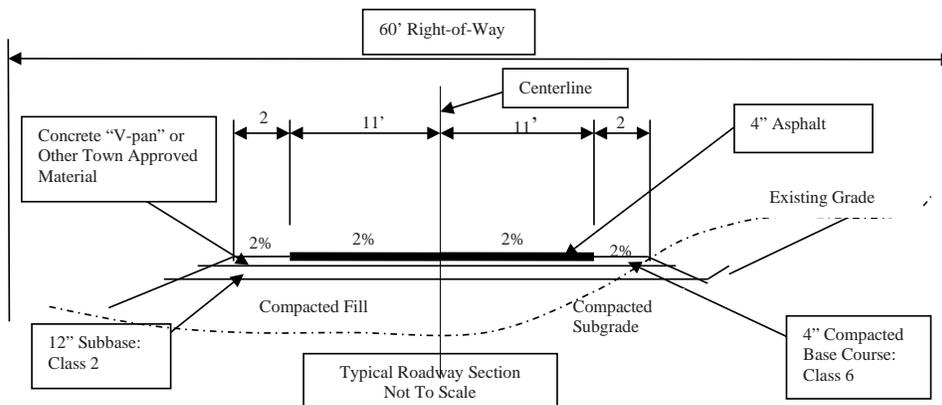
**Exhibit A: CDC Amendments
(see attached)**

17.6.6 ROAD AND DRIVEWAY STANDARDS

A. Roadway Standards

1. **Minimum Right-of-Way.** The minimum right-of-way width shall be sixty feet (60').
2. **Roadway Width.** The minimum roadway width shall be twenty feet (20'), with two foot (2') "v-pan" curbs.
 - a. Concrete "v-pan" curbs and gutters constructed of Class B concrete (as defined by CDOT standards) other review authority-approved material shall be provided on both sides of the road leading into the required drainage system.
 - i. Curbs and gutters or other shoulder materials shall be constructed of concrete drainage pans or other review authority-approved material that is compacted to withstand a twenty (20) ton load minimum. The shoulders shall pitch no more than two percent (2%) grade from the edge of the twenty foot (20') travel roadway.
3. **Roadway Construction.** Roadways shall be designed and constructed in accordance with the specifications shown in Figure 6-2.
4. **Maximum Grade.** The maximum road grade shall be eight percent (8%) except:
 - a. The maximum roadway grade shall not exceed five percent (5%) for the first twenty feet (20') from the edge of the public roadway or access tract.
 - b. Transitional sections not exceeding 500 feet in length may be allowed a maximum of percent (10%) if approved by the Town in consultation with the Fire Marshal. Transitional sections exceeding eight percent (8%) shall not be within 500 feet of each other.
 - c. Transitional sections may be allowed a maximum grade up to twelve percent (12%) with the approval of the Town in consultation with the Fire Marshal, providing all structures are equipped with a fire sprinkler system meeting the requirements of the Fire Code.
 - d. Curves with a centerline radius of less than 250 feet shall not exceed eight percent (8%) grade.

Figure 6-2, Roadway Design Specifications.



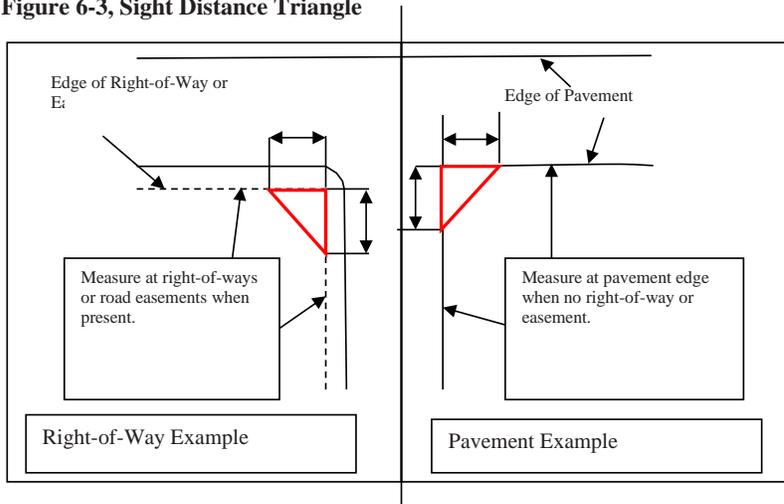
5. **Turning Radius.** Curves with centerline radii of less than 250 feet shall not exceed eight percent. The minimum inside turning radii of a corner shall not be less than 100 feet (100').
6. **Grading.** The maximum cut and fill slope shall be 3:1 without a soils report prepared by a Colorado professional engineer that shows steeper slopes are warranted. Slopes steeper than 2:1 shall require retaining walls that are designed by a Colorado professional engineer.
 - a. The maximum retaining wall height shall be five feet (5'), with a minimum "step" in between walls of four feet (4') to allow for landscaping to soften the walls.
 - b. Retaining walls shall be setback from roadways at least five (5) feet, where practicable, to allow proper room for drainage, snow plowing and snow storage.
 - c. Roadways shall be crowned at two (2) to three (3) percent maximum grade.
7. **Live Load and Surfacing.** Roadways shall be designed, compacted and maintained to support the imposed loads of fire apparatus, twenty (20) ton minimum, and shall be surfaced so as to provide all-weather driving capabilities.
 - a. Approved roadway surfaces include asphalt, concrete or other materials as approved by the review authority.
 - b. Gravel is prohibited as a surface material for roadways.
8. **Emergency Turnarounds.** Dead-end roads shall be avoided wherever possible.
 - a. Where an emergency turnaround is the only alternative, the roadway shall provide an emergency turnaround as provided for in the Town adopted Fire Code or commentary to such code.
 - b. Adequate rights-of-way for snow storage, utilities and drainage shall be provided at turnarounds.
 - c. Dead-end streets shall not be longer than 600 feet.
9. **Sight Distance Triangles.** For safety and visibility purposes, a sight distance triangle shall be maintained at road and driveway intersections. The distances along the legs of the sight distance triangle shall be measured from the corner or intersection point along the right-of-way lines or along edge of driving surface for driveways as shown in Figure 6-3. For each intersection, the length of the legs of the triangle shall be determined by the classification of the roadways at the intersection as outlined in Table 6-2.
 - a. To minimize traffic hazards at road intersections and along curves by improving visibility for drivers of converging vehicles, no structures, retaining walls or earth berms, nor landscaping, parking or other obstructions more than three feet (3') in height will be permitted within the sight distance triangle except for single-family residential accessways that may provide an address monument in such area.

Table 6-2, Sight Distance Triangle Length

Type of Access	Length of Sight Distance
Driveways (No road intersection)	10 Feet

Local Access/Low Volume	30 Feet
Collector (San Joaquin, Benchmark, Adams Ranch Roads)	50 Feet
Arterial (Mountain Village Boulevard)	70 Feet

Figure 6-3, Sight Distance Triangle



10. **Bridges.** Bridges shall conform to CDOT requirements and specifications. Plans shall be prepared by a qualified Colorado professional engineer.
 - a. Bridges shall be stone faced and have railings and other design features in accordance with the town design theme.
11. **Traffic Control Devices.** Traffic control devices shall be installed and maintained in accordance with the Manual on Uniform Traffic Control Devices.
12. **Guardrails.** Guardrails shall be installed on the outside of curves as required the Public Works Department. Guardrails shall be installed thirty (30) inches from the outside edge of the road curb. The following conditions may necessitate guardrail installation:
 - a. Height of embankment exceeds ten feet (10') within ten (10) feet of the pavement;
 - b. Side slopes exceed 4:1 within ten (10) feet of the pavement;
 - c. Shoulder or pavement widths are substandard; or
 - d. Roadside hazards exist.
13. **Revegetation.** Revegetation within road right-of-way shall be required utilizing grass seed mix specified in the Landscaping Regulations and shall be completed within forty-eight (48) hours after the completion of the project. Cut and fill slopes shall be treated to prevent erosion.
14. **Drainage.** Roadway drainage shall meet the following requirements:

- a. Retention or detention shall be provided to protect water quality and attenuate flood flows;
- b. Culverts shall be located at each natural draw or watercourse, as conditions warrant, to prevent excessive accumulation of flow in roadside ditches or along toe of slope; and
- c. All drainage shall be designed to in accordance with the drainage design standard.

- 15. **Sidewalks.** When a new roadway is required, the review authority may require the development to provide a sidewalk constructed of Class B concrete six feet (6') wide shall be provided on one side of the road with the location favoring the predominant pedestrian flow.
- 16. **Provision of Right-of-Way.** When a new roadway is required, the Town shall require a developer to either dedicate rights-of-way for public use for such new roadway, or require an easement that serves the same functions of a right-of-way, including but not limited to utilities, drainage, grading, snow storage and public access.
 - a. Where the minimum right-of-way width does not include all of the required grading and drainage, easements for such road-related improvements shall be provided to ensure use and maintenance over time.
- 17. **Fire District Review.** All new roadways shall be required to be reviewed by the Telluride Fire Protection District to ensure compliance with the Fire Code.
- 18. **Engineer Required.** A Colorado professional engineer shall design all new proposed roadways, bridges and associated grading, utilities and drainage.
- 19. **Construction and Maintenance.** The design and construction paving of roadways shall be the responsibility of the developer. Roadways shall be maintained after construction by the lot owner(s) that obtain access from the roadway, including but not limited to snow plowing, resurfacing, sign maintenance, curbs and any landscaping.
 - a. The Town may elect to maintain a roadway that is dedicated to the Town or that is dedicated by an easement, or it may also require the developer to provide a private maintenance function by a legal instrument that runs with the affected lot(s).
 - b. Roadways shall be maintained in accordance with the CDC regulations in effect at the time of development approval.
- 20. **Road Cut Resolution.** Road construction and maintenance activities shall be in accordance with the effective Town road cut resolution.
- 21. **Variation.** The review authority may grant a variation to the roadway standards provided the review authority finds such exemption will not adversely affect public health, safety and welfare.

B. Driveway Standards

- 1. **Driveway Allowance.** A driveway may provide access for up to a maximum of three (3) single-family dwellings, or may also be used to provide access to a parking garage or any allowed surface parking lot serving multi-family, mixed-use, commercial or other development containing three or fewer buildings only one (1) lot directly from the main roadway.

- a. All other development shall only use a roadway to serve access per the roadway standards.

2. Driveway Width

- a. For driveways that service three (3) or fewer single-family dwellings, the maximum paved drive surface width shall be twelve feet (12') for driveway lengths less than 150 feet. Shoulders may be required by the Fire Code.
- b. For driveways that service multi-family, mixed-use, commercial or other development, the paved drive surface width shall be no less than twenty feet (20') with two foot (2') shoulders on each side.
 - i. Shoulders shall be constructed of concrete drainage pans or other review authority approved material that is compacted to withstand a twenty (20) ton load minimum. The shoulders shall pitch two percent (2%) grade from the edge of the edge of the twelve foot (12) driveway.
 - ii. Drainage pans are not required where a driveway is a drive aisle in a parking lot with the minimum width of such drive aisle twenty-four feet (24').

3. Driveway Construction. Driveways shall be designed and constructed in accordance with the specifications shown in Figure 6-4.

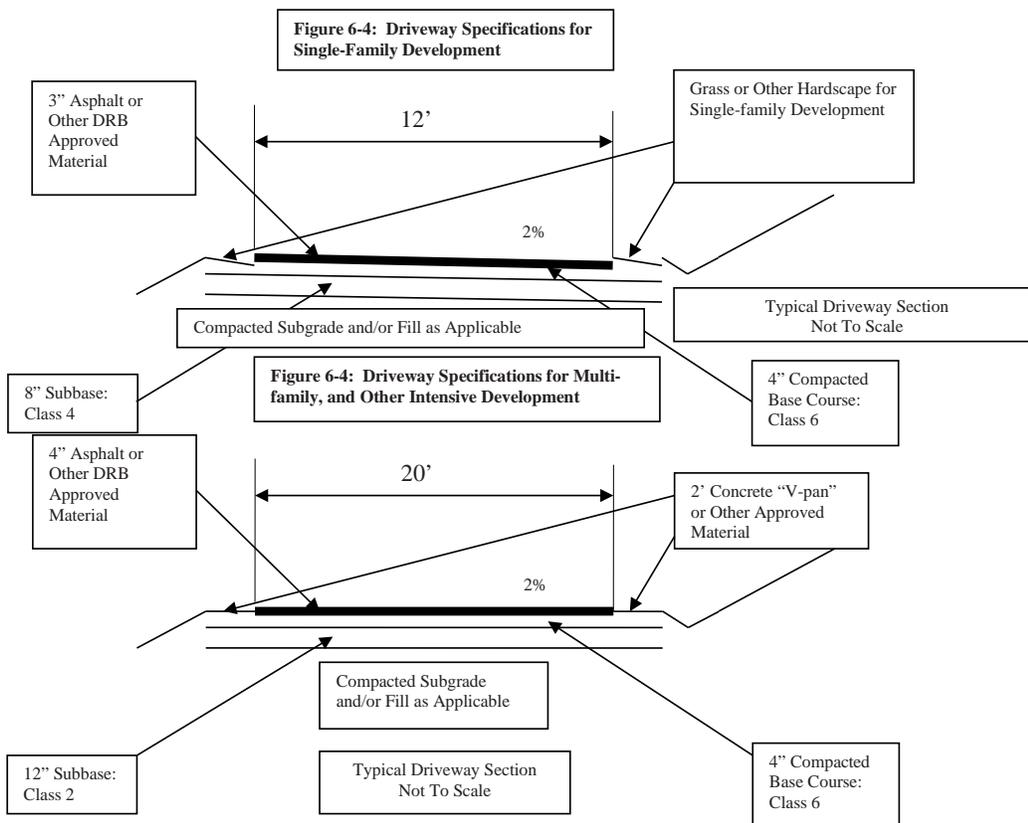
4. Maximum Grade. Driveway grade shall not exceed eight percent (8%) except:

- a. Garage entrances, parking and required fire apparatus turnaround areas shall not exceed five to six percent (5% - 6%) grades without specific approval from the review authority in consultation with the Telluride Fire Protection District and Public Works Department.
 - i. If driveways grades for such areas are approved greater than five to six percent (5% - 6%), then the review authority may require that a snowmelt system be incorporated into the driveway design.
- b. The maximum driveway grades shall not exceed five percent (5%) for the first twenty feet (20') from the edge of the public roadway or access tract.
- c. Transitional sections not exceeding 500 feet may be allowed a maximum of ten percent (10%) if approved by the Town in consultation with the Fire Marshal. Transitional sections exceeding eight percent (8%) shall not be within 500 feet of each other. Curves with a centerline radius of less than 250 feet shall not exceed eight percent (8%).
- d. Transitional sections may be allowed a maximum grade up to twelve percent (12%) providing all residences are equipped with an approved fire sprinkler system meeting the Fire Code.
- e. Curves with a centerline radius of less than 250 feet shall not exceed eight percent (8%) grade.

5. Driveway Fire Apparatus Access. A driveway shall extend to within 150 feet of all portions of the exterior walls of the first story of a building as measured by an approved route around the exterior of the building.

- a. The Fire Marshal is authorized to increase the dimension of 150 feet (to 225 feet) where:
 - i. Driveways cannot be designed and installed in accordance with this section because of location on property, topography, waterways, non-negotiable grades or other similar site conditions; and
 - ii. The residence is equipped with an approved fire sprinkler system installed in accordance with section.
- b. The minimum, unobstructed vertical clearance for a driveway shall be thirteen feet six inches (13' 6").

Figure 6-4, Driveway Design Specifications



- 6. **Turning Radius.** The inside turning radii of a corner shall not be less than thirty-two feet (32').
- 7. **Grading.** The maximum cut and fill slope shall be 3:1 without a soils report prepared by a Colorado professional engineer that shows steeper slopes are warranted. Slopes steeper than 2:1 shall require retaining walls that are designed by a Colorado professional engineer. Notwithstanding the foregoing, a maximum slope of 1.5:1 may be approved by

the review authority based on a soils report prepared by a Colorado professional engineer if the aesthetic of such slope is determined to be appropriate.

- a. The maximum retaining wall height shall be five feet (5'), with a minimum "step" in between walls of four feet (4') to allow for landscaping to soften the walls.
 - b. Retaining walls shall be setback from driveways at least five (5) feet, where practicable, to allow proper room for drainage, snow plowing and snow storage.
- 8. Live Load and Surfacing.** Driveways shall be designed, compacted and maintained to support the imposed loads of fire apparatus, twenty (20) ton minimum, and shall be surfaced so as to provide all-weather driving capabilities.
- a. Approved driveway surfaces include asphalt, concrete, pavers or cut or tumbled stone block or other materials as approved by the review authority.
 - b. Gravel is prohibited as a surface material for driveways.
- 9. Emergency Turnarounds.** The Fire Code may require emergency turnarounds for long driveways.
- 10. Emergency Turnouts.** Driveways in excess of 200 feet in length and less than twenty (20') feet in width shall be provided with turnouts if required by the Fire Marshal.
- a. Required driveway turnouts shall be an all-weather driving surface at least ten feet (10') wide and forty feet (40') long and be compacted to withstand a twenty (20) ton load minimum.
 - b. Driveway turnouts shall be located as required by the Fire Marshal.
- 11. Sight Distance Triangles.** Sight distance triangles at driveway intersections shall be as set forth under the roadway standards above.
- 12. Bridges.** Bridges shall conform to CDOT requirements and specifications. Plans shall be prepared by a qualified Colorado professional engineer.
- a. Bridges shall be stone faced and have railings and other design features in accordance with the town design theme.
- 13. Traffic Control Devices.** Traffic control devices shall be installed and maintained in accordance with the Manual on Uniform Traffic Control Devices.
- 14. Guardrails.** The review authority may require the installation of guardrails on the outside of curves as required by this section or as otherwise required by the Public Works Department. Guardrails shall be installed thirty (30) inches from the outside edge of the road curb. The following conditions may necessitate guardrail installation:
- a. Height of embankment exceeds ten feet (10') within ten (10) feet of the pavement;
 - b. Side slopes exceed 4:1 within ten (10) feet of the pavement;
 - c. Shoulder or pavement widths are substandard; or
 - d. Roadside hazards exist.
- 15. Revegetation.** Revegetation within road right-of-way shall be required utilizing grass seed mix specified in the Landscaping Regulations and shall be completed forty-eight (48) hours after the completion of the project to the extent practicable. Cut and fill slopes shall be treated to prevent erosion.

16. **Drainage.** Driveway drainage shall meet the following requirements:
 - a. Culverts shall be located at each natural draw or watercourse, as conditions warrant, to prevent excessive accumulation of flow in roadside ditches or along toe of slope.
 - b. Where culverts are required, they shall be at least eighteen inches (18") in diameter to minimize ice and debris build up.
 - c. Drainage shall be directed away from wetlands, steep slopes and other environmentally sensitive areas.

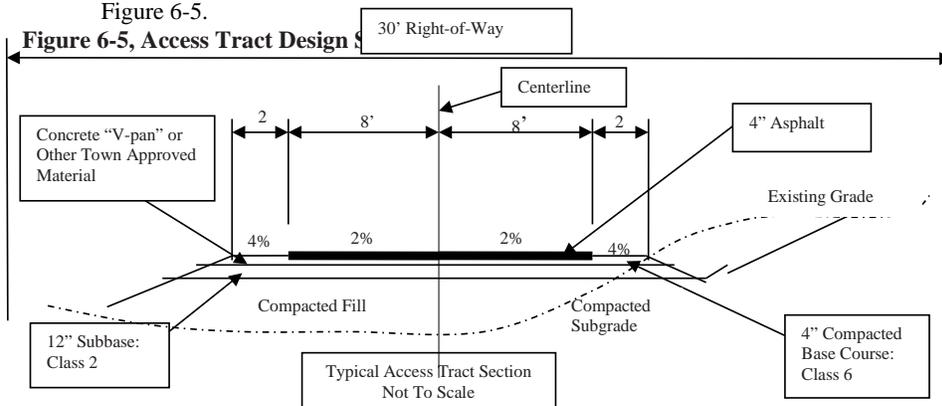
17. **Maximum Number of Curb Cuts.** Only one (1) curb cut for a driveway accessing a lot from the main road shall be permitted without specific approval from the review authority in consultation with the Public Works Department.
 - a. Single-family lots that are proposed to be created or have been created from duplex lots will be required to utilize a single common driveway from the adjacent access-way.

18. **Public Works Review.** All driveway cuts shall be required to be reviewed and approved by the Public Works Department.
19. **Fire District Review.** All new driveways shall be required to be reviewed by the Fire District to ensure compliance with the Fire Code.
20. **Engineer Required.** A Colorado professional engineer shall design all new proposed driveways, bridges and associated grading and drainage.
21. **Construction and Maintenance.** The design and construction paving of driveways shall be the responsibility of the developer. Driveways shall be maintained after construction by the lot owner(s) that obtain access from the driveway, including but not limited to snow plowing, resurfacing, sign maintenance, curbs and any landscaping.
 - a. Driveways shall be maintained by the lot owner(s) in accordance with the CDC regulations in effect at the time of development approval.

22. **Road Cut Resolution.** Driveway construction and maintenance activities shall be in accordance with the effective Town road cut resolution when work or maintenance is being conducted in a Town right-of-way or access tract.
23. **Variation.** The review authority may grant a variation to the driveway standards provided the review authority finds such exemption will not adversely affect public health, safety and welfare.

C. Access Tract Standards

1. **Roadway Construction.** Roadways or driveways within access tracts shall be designed and constructed in accordance with [sections A and B](#) and the specifications shown in Figure 6-5.



2. **Acceptance of Access Tracts.** Pursuant to the class 5 development application process, the Town Council may accept an access tract that is offered for dedication by the owner(s) of such access tract provided:

a. The roadway or driveway has been constructed to meet the specifications in Figure 6-5. This provision may be waived in the sole and absolute discretion of the Review Authority in exceptional circumstances, by finding that the following conditions exist:

- i. The access tract was constructed prior to 2014.
- ii. Acceptance of the access tract not meeting the specifications would allow the Town to upgrade other Town owned infrastructure which upgrade would not be practical without the acceptance of the access tract.
- iii. There is a public safety issue not directly related to the access tract being below the specifications set forth in Figure 6-5, which can be alleviated by the Town accepting the Access Tract and making improvements to the access tract and surrounding area (acceptance of an access tract does not require or guarantee the Town will make such improvements).
- iv. More than ninety percent (90%) of the lots or condominium land units are owned by parties other than the original or successor developer.
- a.v. Acceptance of substandard access tract shall not set a precedent for future acceptance as every access tract is uniquely situated.

- b. The Town determines that it is in the Town' best interest to accept such access tract.
- c. The access tract serves three (3) or more lots or condominium land units.

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Memo

Agenda Item 21

To: Mayor and Town Council
From: James Mahoney
CC: File
Date: March 11, 2016
Re: Request to extend Commencement of Construction Date – GPPG

In your packets you will find a letter and accompanying materials from Daniel Gregory, Esq, whom is representing GPPG requesting an extension of time to commence construction pursuant to a settlement agreement between GPPG and the Town for your consideration.

A motion is needed to direct staff to either negotiate an extension, negotiate the extension with specific direction/conditions or to reject the extension request.



GREGORY
GOLDEN &
LANDERYOU, LLC
Attorneys At Law

Daniel A. Gregory (CO, FL)
daniel@daglaw.com

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ken@ggllaw.net

Christina A. Landeryou (CO)
christina@ggllaw.net

March 7, 2016

Via email to jmahoney@jdreedlaw.com

Jim Mahoney
J. David Reed, P.C.
P. O. Box 196
Montrose, CO 81402

Re: Gondola Plaza Parking - Settlement Agreement Extension

Dear Jim:

This letter is a follow up to the meeting which occurred on February 16, 2016, at the Town Hall. The meeting was attended by you and Ms. Montgomery on behalf of the Town of Mountain Village ("Town") and by my client representatives, Mr. Sondermann and Mr. Garland, and myself on behalf of the Gondola Plaza Parking Condominium Association, Inc. ("GPP"). I believe we had a productive meeting that day regarding how the Town and GPP can best work together to accomplish the intent set forth in the Settlement Agreement entered into between them on July 2, 2013. The purpose of this letter is to provide you with the information we discussed relating to GPP's request that the Town agree to an extension of time regarding the performance of the Settlement Agreement. This request is based upon the express terms of, and the factual predicate which both parties were operating under at the time they entered into, the Settlement Agreement.

We discussed the history, terms and timing of the Settlement Agreement and the challenges for implementing its terms in a timely fashion in light of the assumptions made by both parties at the time it was agreed upon in 2013. Acknowledging the context of how and why the Settlement Agreement's terms were drafted and agreed upon is relevant to understanding the need for extending the time for its performance.

The Settlement Agreement arose out of a construction defect claim alleging that the structural integrity of the parking plaza had been damaged by the equipment and materials used to maintain the surface area over a number of years. At the time the Settlement Agreement was executed, you stated that the Town anticipated that there would be significant demolition of the parking structure to address the alleged damage to its structural integrity. (I agree that this was a natural assumption in light of the claims made in the action which led to the Settlement Agreement.) In fact, this assumption is reflected in paragraph 1(c) which references a determination by GPP's engineer as to whether "substantial structural damage ... exists" and requires that any such damage be repaired in accordance with the International Building Code.

I have included the most relevant sections of the engineering report. Section 5.3 entitled “Determination of Substantial Structural Damage” concludes with the statement, “In our opinion no structural element investigated meets the definition of Substantial Structural Damage.” Section 6, “Concluding Remarks,” provides that: “Overall the GPP roof is in better condition than the initial impression we had when we visited the site.”¹ Based on the conclusions in this report, the parties’ assumption that there would need to be a demolition of existing structural components appears to have been misplaced.

The original “Term Sheet” written at the conclusion of the mediation between the Town and GPP provided that the “redone plaza will also include a snowmelt system,” and that is consistent with the recommendations of the engineering report referenced above. When the more formal Settlement Agreement was drafted, however, it appears that based upon the assumption that the structure would undergo substantial demolition, the parties contemplated a hydronic snowmelt system consisting of tubes, boiler connections and related components to be integrated into a new structural concrete slab. In light of the lack of any need to do any significant demolition and of the dimensional constraints of the existing structural components, however, a hydronic system appears likely to not be feasible. Set forth below is a brief explanation and reference to supporting documents for this preliminary conclusion.

I have attached two sheets from RNL’s architectural (schematic) plans dated 10/5/15 providing for minimum required roof depth of 7-7/8” for the new waterproofing system. I have also provided Foley’s civil engineering plans dated March 31, 2015, showing the dimensions between the bottom of the metal deck and the top of the pavers; note that two of these locations, circled in red, are less than 7-7/8.” Finally, I have included a brief email and schematic from our snowmelt consultant. You will see that 1.5” is “ideal” for the sand (or gypcrete) into which the tubing would be embedded and attached to 1” rigid insulation; this would unfortunately increase the already insufficient spacing by another one inch from that shown on the plans referenced above.

As we discussed, the assumed concept of a hydronic snowmelt system may not be practical given the existing dimensions and the required clearances for such a system. We have considered alternative hydronic applications, e.g., “hanging” the system, but that really does not follow best construction practices and reports are that such an application would be of limited efficiency. We have also done some preliminary evaluation of an electrical snowmelt system as one possible alternative.

¹ Possible work, including an entirely new deck, retrofitting new plates to the tops of the girders, etc., are discussed but generally rejected throughout the body of the report. Ultimately, the report concludes that with some bracing of existing members and a reasonable snowmelt removal protocol, contemplated as a combination of a system and removal by small machinery, as well as a new membrane and drainage system, the structure should remain structurally sufficient for all live and dead load assumptions.

Jim Mahoney
March 7, 2016
Page 3 of 3

In light of our current understanding of the problematic issues with the originally contemplated snowmelt system, GPP requires more time to determine the best type of snowmelt system for the existing conditions. The decision on this issue needs to be based upon further study and consultation of possible options before we proceed to initiate any construction and spend everyone's funds.

Paragraph 8(f) of the Settlement Agreement provides for "commencement of construction activities" to begin by April 11, 2016, "subject to delays from causes beyond Plaintiff's control..." In light of the assumptions made by the parties as to the type of snowmelt system and the efforts that have been made to investigate the feasibility of only a hydronic system, I believe that the delay provision allows for a reasonable extension to further investigate all possible snowmelt options.² Additional time will allow GPP and the Town to continue to work together towards a practical solution that will fulfill the overall objective of the Settlement Agreement. GPP is therefore requesting that the Town agree to a one-year extension during which time we would anticipate further design work and consulting with the Town in 2016 and commencement of the construction determined to be the best solution by April 11, 2017. In the alternative, GPP would request mediation pursuant to paragraph 20 of the Settlement Agreement to continue trying to find a mutually agreeable solution.

Please let me know the Town's position on this request as soon as possible after the meeting which I believe is currently scheduled for March 16, 2016. Assuming we are in agreement, you and I can work together to craft a simple addendum to the Settlement Agreement.

Sincerely,



Daniel A. Gregory

DAG/db
Attachments as stated
xc: Client

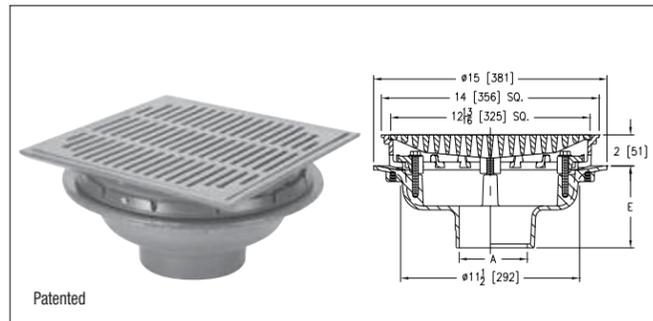
² Although existing physical constraints perhaps prohibiting the contemplated type of system are not listed in the litany of examples of possible delays, I believe that the listing is illustrative only and not exhaustive, and that my client's attempt to work towards a system that the parties' mutual mistake assumed was appropriate constitutes a delay that was not within my client's reasonable control.



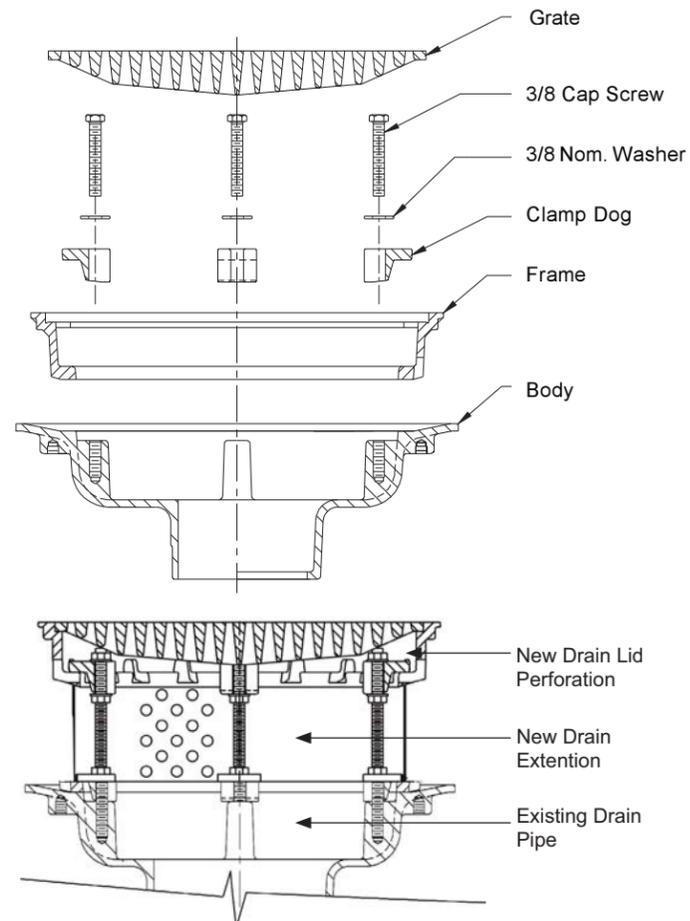
MOUNTAIN VILLAGE | SUNSET PLAZA _GPP

Schematic Design 10.05.2015

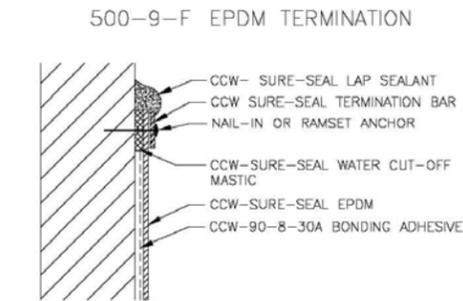
ZURN Z150 14" TOP PROM DECK DRAIN



Manufacturer: Zurn
 Drain Model: Z150 14" Top Prom Deck Drain
 Material: Stainless Steel
 Manufacturer's website: www.zurn.com



WATERPROOF MEMBRANE FLASHING DETAIL



TES:
 IF CCW-711-90 FLASHING OR CCW UNCURED NEOPRENE FLASHING EXTENDS ABOVE FINAL GRADE, METAL COUNTER FLASHING MUST BE USED.

PAVEMENT DETAILS

PAVER WEARING COURSE

Stone or concrete pavers allow controlled water movement to drainage course. Pavers are modular and allow quick and seamless repairs.

AGGREGATE BASE

Aggregate base provides stable and free-draining foundation for paver system.

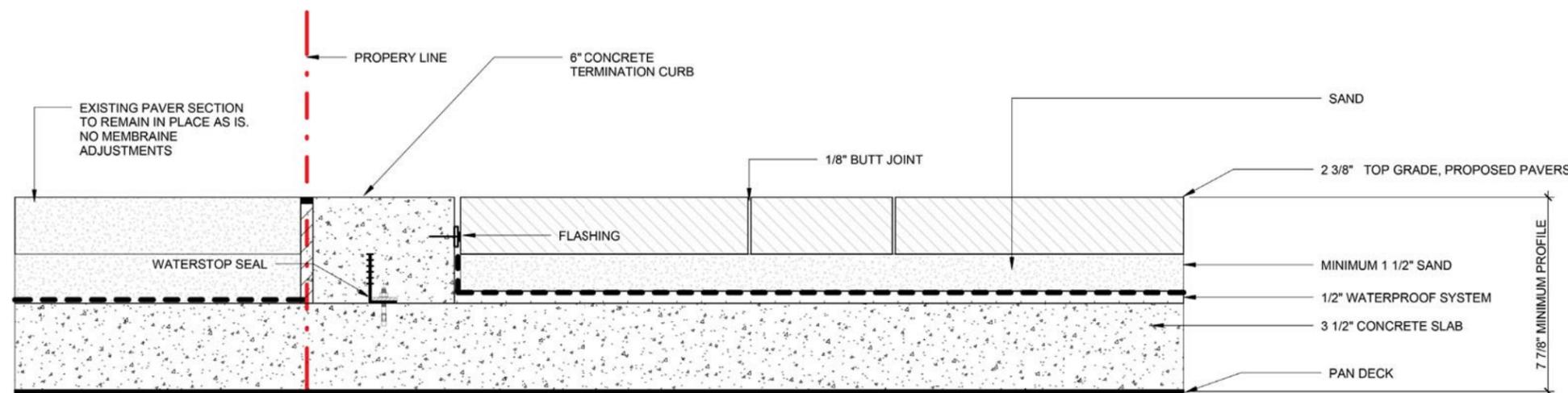
ISOLATION/DRAINAGE LAYER

Consists of geo-synthetic material and drainage material, providing the primary drainage to basin drains.

WATERPROOFING/PROTECTION LAYER

Prevents water penetration into underground structure, as well as a wearing layer to protect the structural slab.

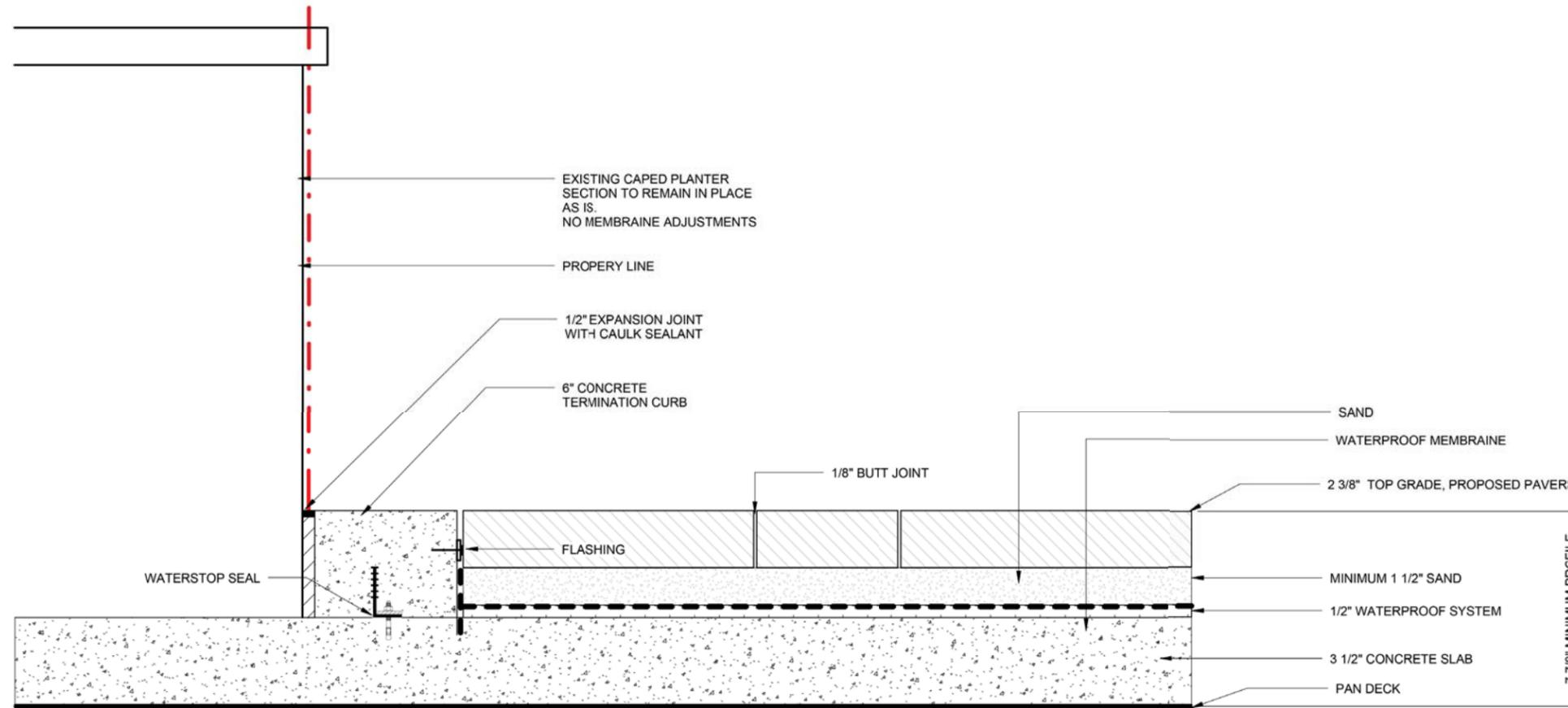
SECTION CUT THROUGH PAVERS OVER STRUCTURE AT BOUNDARY



GRAPHIC CROSS SECTION



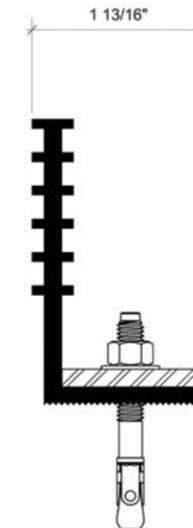
SECTION CUT THROUGH PAVERS OVER STRUCTURE AT PLANTER WALL



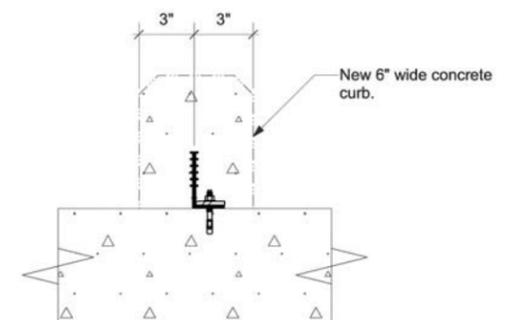
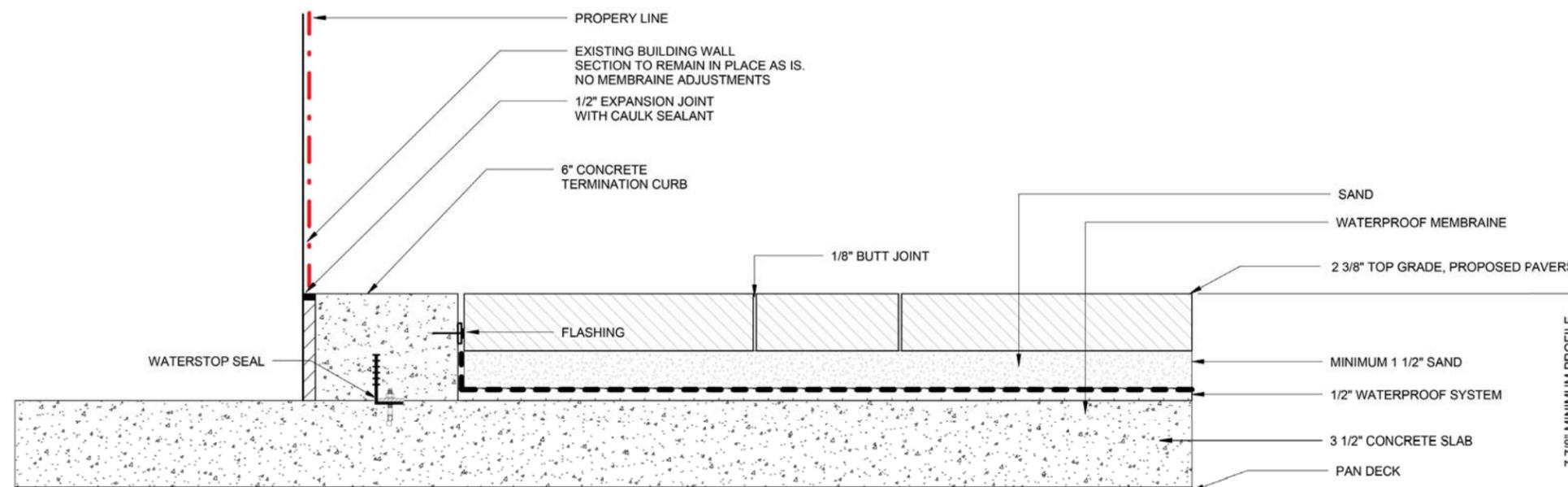
PAVEMENT DETAILS

NOTE:
Waterstop must be compatible with retrofit installation and metal pan deck.

RETROFIT WATERSTOP DETAIL



SECTION CUT THROUGH PAVERS OVER STRUCTURE AT BUILDING WALL



This Existing Conditions map of a portion of the Gondola Plaza Parking Condominium, Town of Mountain Village, was prepared October 27, 2014 under the direct responsibility, supervision and checking of Jeffrey C. Haskell of Foley Associates, Inc., being a Colorado Licensed Surveyor. It does not constitute a Land Survey Plat or Improvement Survey Plat as defined by section 38-51-102 C.R.S.



PARKING LEVEL INFORMATION

P.L.S. NO. 37970 Date

NOTES:

- Easement research and property description from Land Title Guarantee Company Property Information Binder, Order Number TLL 86004228, dated September 12, 2014.
- Benchmark: Control point "CP PLAZA-1", as shown hereon, with an elevation of 9535.97 feet.
- Contour interval is one foot.
- The exterior wall of the Parking Garage could only be measured in two places, both along the northeastern wall. The wall was assumed to have a uniform thickness of 1.00 feet throughout.
- ROOF ELEV. = elevation at bottom of metal deck
CEILING ELEV. = elevation at top of column
CH = ceiling height (i.e. distance from top of floor to bottom of building footing)

PROPERTY DESCRIPTION:

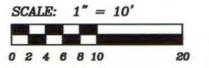
GENERAL COMMON ELEMENTS, GONDOLA PLAZA PARKING CONDOMINIUM, TELLURIDE MOUNTAIN VILLAGE, ACCORDING TO THE PLAT RECORDED MARCH 09, 1993 IN THE OFFICE OF THE CLERK AND RECORDER IN PLAT BOOK 1 AT PAGE 1451 AND ACCORDING TO THE CONDOMINIUM DECLARATION FOR THE GONDOLA PLAZA PARKING CONDOMINIUM, RECORDED MARCH 09, 1993 IN BOOK 507 AT PAGE 53, AS AMENDED OR SUPPLEMENTED, AND

PURSUANT TO THE EASEMENT DECLARATIONS, RECORDED NOVEMBER 30, 1992 IN BOOK 502 AT PAGE 207, AND RECORDED MARCH 09, 1993 IN BOOK 507 AT PAGE 24, AND RECORDED MARCH 09, 1993 IN BOOK 507 AT PAGE 29, AND RECORDED MARCH 09, 1993 IN BOOK 507 AT PAGE 35, AND RECORDED MARCH 09, 1993 IN BOOK 507 AT PAGE 41, AND RECORDED MARCH 09, 1993 IN BOOK 507 AT PAGE 47,

COUNTY OF SAN MIGUEL, STATE OF COLORADO.

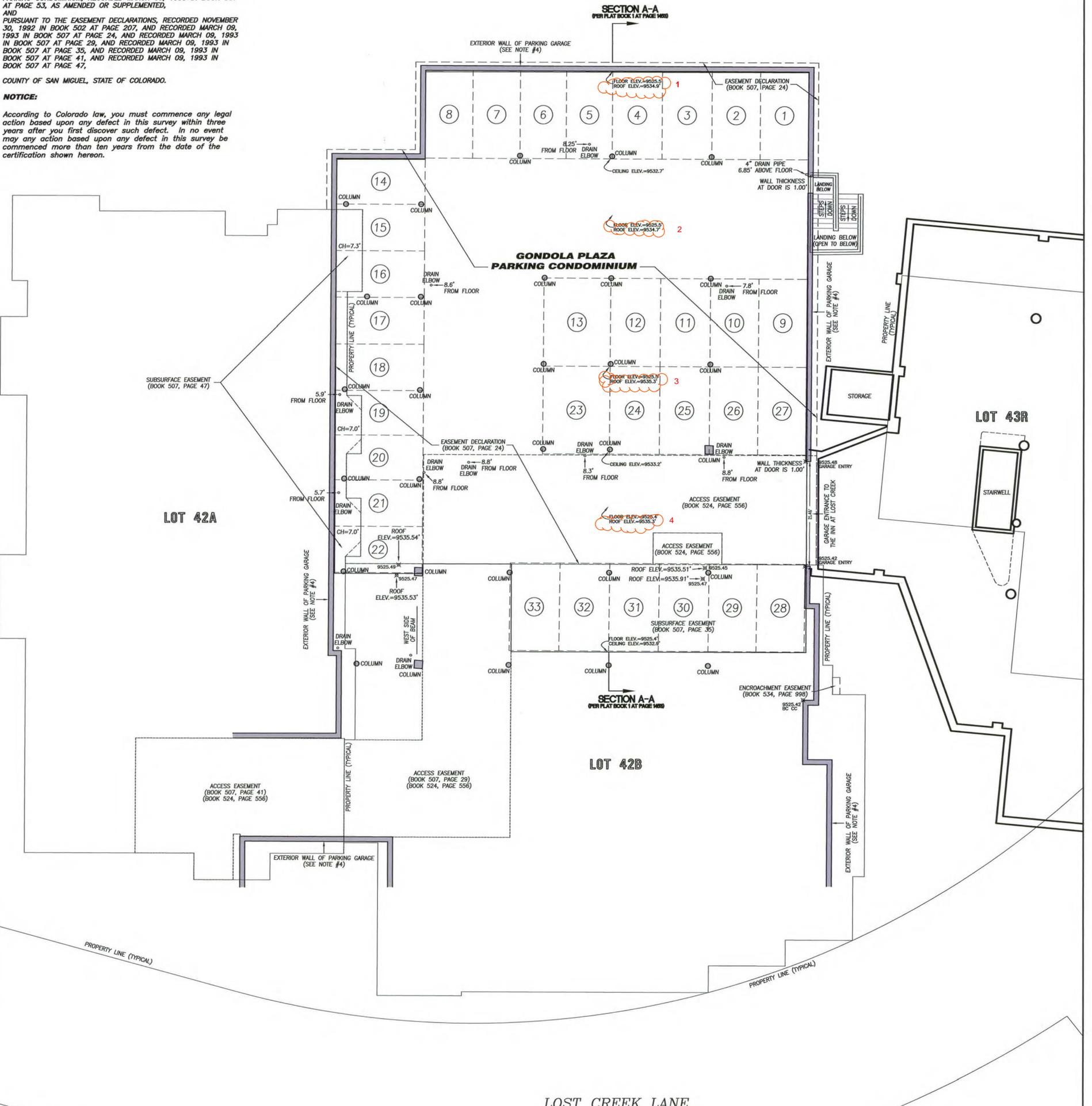
NOTICE:

According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



LEGEND	
○	COLUMN
◦	DRAIN ELBOW
✕ 9525.45	FLOOR ELEVATION

TRACT OS-3V



Existing Conditions for The Gondola Plaza Parking Condominium

Rev.	description	date	by



970-728-6153 970-728-6050 fax
P.O. BOX 1385
125 W. PACIFIC, SUITE B-1
TELLURIDE, COLORADO 81435

This Existing Conditions map of a portion of the Gondola Plaza Parking Condominium, Town of Mountain Village, was prepared October 27, 2014 under the direct responsibility, supervision and checking of Jeffrey C. Haskell of Foley Associates, Inc., being a Colorado Licensed Surveyor. It does not constitute a Land Survey Plat or Improvement Survey Plat as defined by sections 38-51-102 C.R.S.



P.L.S. NO. 37970

Date

NOTES:

- Easement research and property description from Land Title Guarantee Company Property Information Binder, Order Number TLL 86004228, dated September 12, 2014.
- Benchmark: Control point "CP PLAZA-1", as shown hereon, with an elevation of 9535.97 feet.
- Contour interval is one foot.

PROPERTY DESCRIPTION:

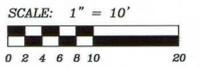
GENERAL COMMON ELEMENTS, GONDOLA PLAZA PARKING CONDOMINIUM, TELLURIDE MOUNTAIN VILLAGE, ACCORDING TO THE PLAT RECORDED MARCH 09, 1993 IN THE OFFICE OF THE CLERK AND RECORDER IN PLAT BOOK 1 AT PAGE 1451 AND ACCORDING TO THE CONDOMINIUM DECLARATION FOR THE GONDOLA PLAZA PARKING CONDOMINIUM, RECORDED MARCH 09, 1993 IN BOOK 507 AT PAGE 53, AS AMENDED OR SUPPLEMENTED, AND PURSUANT TO THE EASEMENT DECLARATIONS, RECORDED NOVEMBER 30, 1992 IN BOOK 502 AT PAGE 207, AND RECORDED MARCH 09, 1993 IN BOOK 507 AT PAGE 24, AND RECORDED MARCH 09, 1993 IN BOOK 507 AT PAGE 29, AND RECORDED MARCH 09, 1993 IN BOOK 507 AT PAGE 35, AND RECORDED MARCH 09, 1993 IN BOOK 507 AT PAGE 41, AND RECORDED MARCH 09, 1993 IN BOOK 507 AT PAGE 47,

COUNTY OF SAN MIGUEL, STATE OF COLORADO.

NOTICE:

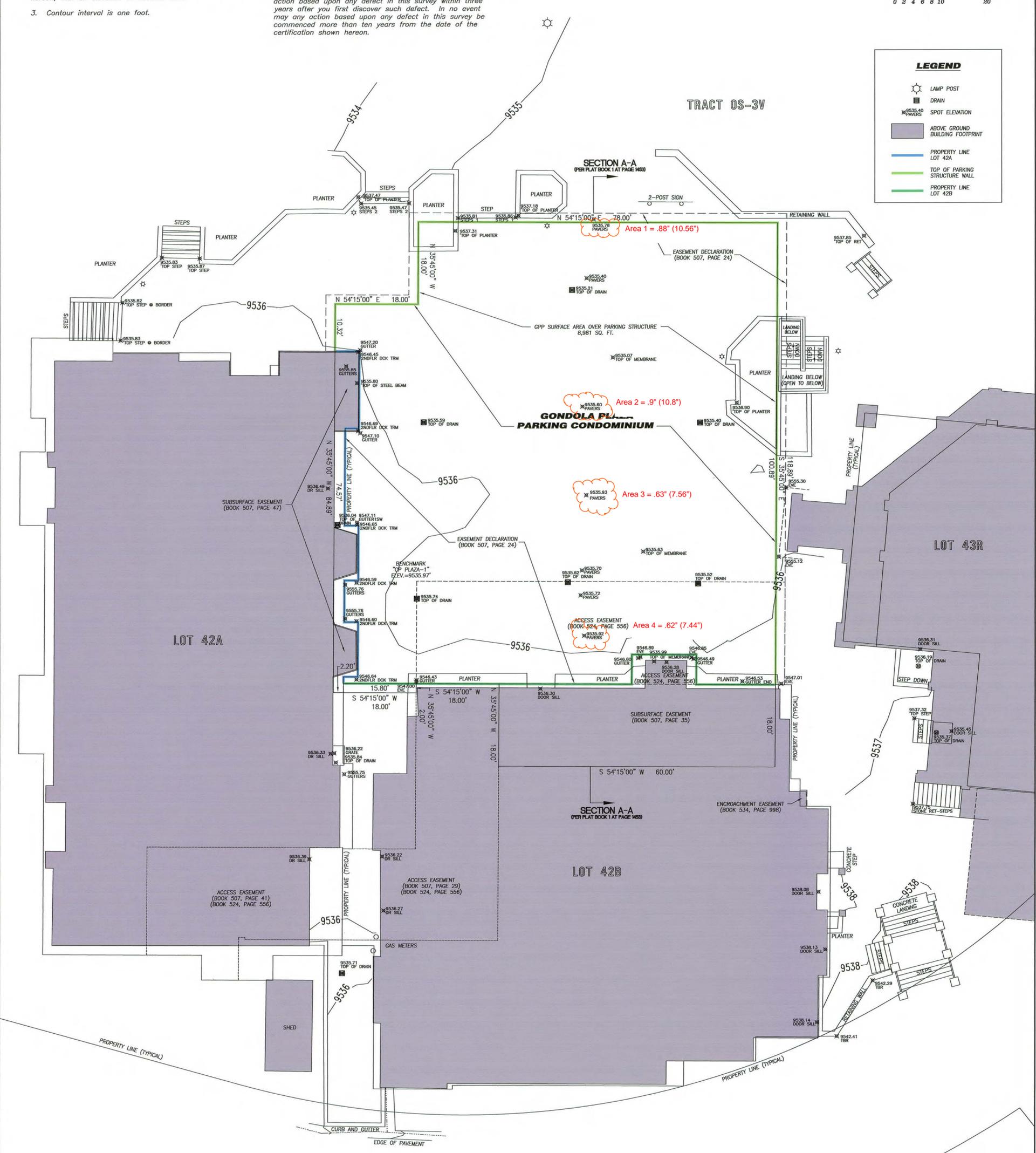
According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

SURFACE INFORMATION



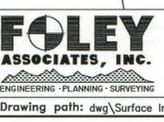
LEGEND

- LAMP POST
- DRAIN
- SPOT ELEVATION
- ABOVE GROUND BUILDING FOOTPRINT
- PROPERTY LINE LOT 42A
- TOP OF PARKING STRUCTURE WALL
- PROPERTY LINE LOT 42B



**Existing Conditions for
The Gondola Plaza Parking Condominium**

Rev.	description	date	by



970-728-6153 970-728-6050 fax
P.O. BOX 1385
125 W. PACIFIC, SUITE B-1
TELLURIDE, COLORADO 81435

Project Mgr: JH
Technician: JH
Checked by:
Start date: 10-14

Drawing path: dwg\Surface info 02-15.dwg

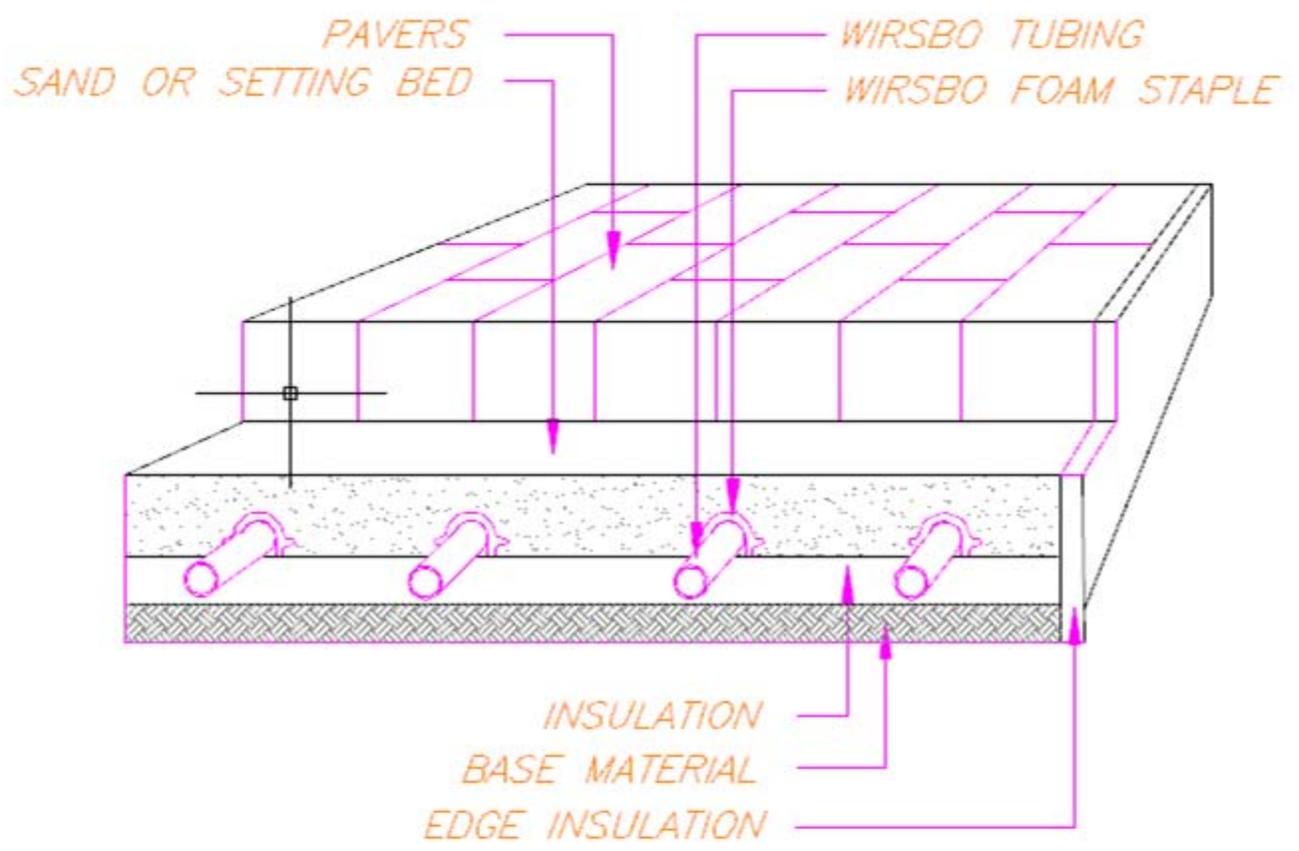
Sheet 1 of 1 Project #: 93007

Subject: RE: Gondola Parking Plaza -- Mountain Village --Snow Melt
From: Tony Haschke <TonyH@sgm-inc.com>
Date: 8/6/2015 7:31 AM
To: Michael Sondermann <mb.sondermann@gmail.com>

Michael,

I was nice to talk with you yesterday about snowmelt. I discussed your situation with a peer and we have a couple of questions. I have not been in the area below the paved plaza. Is it a conditioned garage area (i.e. is it heated? To what temperature if it is?) Is the top of the garage area exposed? If it is insulation could be added to the underside of the concrete deck to ensure the snowmelt heat rises to the pavers. We both think the 1 ½" of sand is ideal for locating the hydronic piping for snowmelt under the pavers. Spacers made for holding the piping at 6" to 8" apart are available. These spacers would keep the piping from moving on the waterproofing.

Below is a typical detail we use for pavers. Please note that the insulation layer could be on the underside of the concrete deck in the garage. A spray on insulation layer could be used rather than a rigid foam layer. Foam staples could be replaced with spacers.



PAVERS OVER A SAND BED
NO SCALE

Thank you,

Tony Haschke, EI, CEM, CBCP, CLEP
Energy and Mechanical Systems Engineer



118 W Sixth St, Suite 200
Glenwood Springs, CO 81601
970.384.9070 / 970.379.6316 cell
www.sgm-inc.com



STRUCTURAL ANALYSIS REPORT

GONDOLA PARKING PLAZA ROOF EVALUATION

May, 2015

Prepared by



744 HORIZON COURT, SUITE 250
GRAND JUNCTION, CO 81506
970.245.2571
970.241.4030 FAX

1.0 Executive Summary

This report summarizes our analysis of the existing roof structure at the Gondola Parking Plaza which is located directly beneath Sunset Plaza in the Town of Mountain Village. The purpose of this study was to determine the probable condition of the concrete deck slab and the capacity of the existing structural framing. Upon completion of our initial analysis we were asked to provide our opinion if “Substantial Structural Damage” as defined by the International Building Code had occurred. A more detailed discussion of the scope of work is included in Section 2.0 of this report.

The existing roof structure has been exposed to significant water leakage since it was originally constructed. This has resulted in corrosion of many of the steel elements of the structure. In some areas the corrosion was severe enough to warrant replacement of portions of the bar joists and steel beams.

A field investigation was conducted to determine the condition and characteristics of the existing structure. During the field investigation, both non-destructive as well as destructive testing was conducted on the concrete slab. This testing included Schmidt Hammer testing, drilling and coring. With the exception of the bottom surface layer, no evidence of deterioration of the core of the slab was found during this testing. The top of the slab must be examined once it is exposed to confirm this. Section 3.0 gives more information regarding the field investigation.

Based upon the data obtained during the field investigation the main structural elements were analyzed to determine the capacity of the deck. The material and loading assumptions as well as detailed results of the analysis are detailed in Section 4.0 of this report. The results of the analysis indicate:

- The existing structure has the capacity to support the dead load of the structure as well as 100 pounds per square foot (psf) live load with a 1000 pound concentrated live load or a 95 psf snow load if one location is braced as shown in the bracing detail attached to this report.
- The deck, bar joists and 9 steel beams will need to be reinforced for the structure to be able to support the combined dead, live and snow loads. This will require considerable effort and expense and is not the recommended solution.
- Our recommended solution is bracing 1 beam and reducing loads by installing a snow melt system or barricades to prevent live loads.

The source of the water leaks must be determined and eliminated to prolong the life of the structure. We also recommend applying a suitable rust inhibitor to the exposed steel and provide fire protection for the entire roof structure.

A materials consultant should be consulted to determine how to protect the slab against additional deterioration. The core samples obtained could be tested to determine the chemical composition and if the slab should be treated to prevent further deterioration.

5.2 Capacity of the Main Structural Members

As shown in section 4, the joists, the concrete deck and 96% of the steel beams can support the dead load plus either live or snow load conditions. All of the joists, the concrete deck and 39% of the steel beams have to be reinforced to support both snow and live loads simultaneously. Bracing the steel beam to support the dead plus live or snow load condition is relatively straightforward. A detail for bracing the beam is included as Appendix B.

It will be very difficult and expensive to reinforce the beams, joists and deck to support the dead, snow and live load condition. The steel beams will likely require an additional plate on the bottom and top flanges. It will be challenging to work on the top flange due to the existing joists and the repairs that have been previously installed. All of the joists would require additional material welded to them. Reinforcing the slab through conventional means will be difficult. Adding additional material will increase the load on the other members. Replacing it with a composite deck would allow more capacity without increasing the dead load on the structure. A composite deck is a system where the metal deck form can be used to increase the strength of the whole system. One benefit to replacing the deck is it allows access to the top of the beams.

A more realistic approach may be reducing the loads that the structure supports. It is our understanding that the GPP and the Town have reached an agreement to install a snow melt system. If that system is installed and operated correctly then it may be reasonable to assume that the structure does not need to be reinforced to support live plus snow loading. In the event that the system is not able to prevent snow from building up than the plaza could be barricaded to prevent pedestrian traffic. We recommend bracing one location as shown in Appendix B and reducing the loads imposed on the structure as described above.

Although it is not required by the building code we recommend a plan be developed to either reinforce the existing structure or prevent excessive snow accumulations in the event that a snow melt system is not installed. Snow removal would have to be accomplished with smaller equipment such as four wheelers or snow blowers. The snow must be removed during larger events to prevent accumulation in excess of 100 psf. Snow accumulations in excess of 3 feet will likely exceed 100 psf depending upon the density of the snow.

5.3 Determination of “Substantial Structural Damage”

Chapter 2 of the 2012 International Building Code defines Substantial Structural Damage as:

- 1. In any story, the vertical elements of the lateral force-resisting system have suffered damage such that the lateral load-carrying capacity of the structure in any horizontal direction has been reduced by more than 33 percent from its predamage condition: or*
- 2. The capacity of any vertical gravity load-carrying component, or any group of such components, that supports more than 30 percent of the total area of the structure's floors and roofs has been reduced more than 20 percent from its predamage condition and the remaining capacity of such affected elements, with*

respect to all dead and live loads, is less than 75 percent of that required by this code for new buildings of similar structure, purpose and location.

As discussed in above, significant leakage has occurred since the structure was originally constructed. Prior to our involvement other engineers had prepared repair plans for some of the bar joists, steel girders and concrete columns. It is our understanding that all of these repairs have been performed. Although the steel pan deck has significant deterioration it is not a primary structural member and its primary purpose was to form the bottom of the slab. One of the principal objectives of this investigation was to determine the probable condition of the concrete deck. Based upon our field investigation and destructive testing by Buckhorn Geotech we do not believe that the capacity of the slab has been significantly reduced. Although we found that many of the structural members are inadequate for the current code prescribed loads, this is the result of insufficient strength and not damage. We did not find any damaged structural components that meet the definition stated above. In our opinion no structural element investigated meets the definition of Substantial Structural Damage.

5.4 Other Considerations

The existing beams have been exposed to significant moisture and possibly salt. A rust inhibitor should be applied to all exposed steel per the manufacturer's recommendations. This may require removal of existing paint or other finishes. We suggest that an expert in this field be contacted to provide recommendations. As we discussed above in section 5.1, the slab membrane must be replaced with a waterproof system to prevent future moisture damage.

The structure must be protected from fire. This can be accomplished with spray-on fire proofing or installation of a drop ceiling. At a minimum we suggest reestablishing the fire protection that has been removed to perform repairs. It is our understanding this included gypsum board wrapping the girders and a drop ceiling. We recommend retaining an architect to assist with determining the best system to accomplish this. At a minimum the original fire protection should be reestablished.

6.0 Concluding Remarks

Overall the GPP roof is in better condition than the initial impression we had when we visited the site. There are conditions that must be addressed to ensure long term continued use of the parking garage and plaza. These have been discussed above.

This report is based upon our site observations, discussion with individuals with knowledge of the site, and our experience with projects of this type. Our observations were limited by the presence of backfill, floor and ceiling coverings, and other finishes. Other unseen defects or conditions may exist that could affect the structural integrity of the elements observed. Only the elements specifically discussed in this report were observed and analyzed. We believe this work was conducted to the standard of care ordinarily practiced by other engineers in this area at this time. No warranty is made, express or implied. Thank you for the opportunity to work with you on this project. Please do not hesitate to call with any questions or comments.

SETTLEMENT AGREEMENT BETWEEN GONDOLA PLAZA PARKING CONDOMINIUM ASSOCIATION, INC., AND THE TOWN OF MOUNTAIN VILLAGE, COLORADO

THIS SETTLEMENT AGREEMENT (the “**Settlement Agreement**”) is entered into this 2nd day of July, 2013, by and between Gondola Plaza Parking Condominium Association, Inc., a Colorado non-profit corporation (“**Plaintiff**”), and the Town of Mountain Village, Colorado, a home rule municipality and political subdivision of the State of Colorado (“**Defendant**”), by and through their respective counsel and representatives. (Hereinafter Plaintiff and Defendant shall individually be referred to as “**Party**,” and collectively as “**Parties**.”)

RECITALS

A. Plaintiff is the homeowner’s association representing the owners of the individual parking spaces in the Gondola Plaza underground parking facility (the “**Parking Structure**”). Plaintiff operates and maintains the Parking Structure and The Parking Structure is located below the Sunset Plaza (the “**Plaza**”) in the Town of Mountain Village.

B. Plaintiff holds an exclusive subsurface easement under the Plaza for the purposes of constructing, operating and maintaining the Parking Structure by means of the Easement Declaration (Correction), recorded March 9, 1993, at Book 507, Page 24 of the real property records of San Miguel County, Colorado (the “**Easement**”). A copy of the Easement is attached as **Exhibit 1**.

C. Exhibit ED-A of the Easement describes the land to which the Easement applies (the area under the pedestrian level subsurface of the property described in Exhibit ED-A is referred to herein as the “**Easement Area**”).

D. The entire Parking Structure is located within the Easement Area and below the Plaza.

E. Plaintiff is the successor in interest to the original Grantee of the Easement. Defendant is the successor in interest to the original Grantor of the Easement.

F. On or about September 21, 2011, Plaintiff commenced a lawsuit (the “**Lawsuit**”) by filing a Complaint and Jury Demand (the “**Complaint**”) against Defendant in the San Miguel County District Court (the “**Court**”), Case No. 2011 CV 122. In the Complaint, the Plaintiff asserts, among other things, that the Defendant maintained or modified structures or improvements above the Easement Area that caused damage to the structure and improvements comprising the Parking Structure. Plaintiff further claims, among other things, Breach of Contract and Breach of Easement, seeks injunctive relief, declaratory judgment, restorative relief and damages and requests that the claims be tried civilly before a jury.

G. On or about October 20, 2011, Defendant, as defendant and counter-plaintiff, filed an Answer to the Complaint claiming, among other things, that the Claims set forth in the Complaint are limited by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et. seq. In addition to its Answer, Defendant filed counterclaims. For the purposes of clarity in this Settlement Agreement, Defendant shall be referred to as Defendant, despite its claim as a counter-plaintiff. (Together, claims brought by both Plaintiff and Defendant, as counter-plaintiff, shall hereinafter be referred to as the “**Claims**.”)

H. Since September 21, 2011, the Parties have filed various motions and related documents with the Court related to the Lawsuit.

I. On or about July 11, 2012, the Parties engaged in nonbinding mediation before Robert Crane. At the mediation, the Parties reached a negotiated agreement to be later recommended to their respective Boards and Councils. A copy of the executed Terms Sheet providing the terms of the negotiation is attached as **Exhibit 2**. Plaintiff and Defendant desire to amicably resolve all Claims that were, or any known claims that could have been, asserted in the Lawsuit.

J. Each Party has had the full opportunity, after consultation with counsel, to evaluate this Settlement Agreement and now enters into said Settlement Agreement of its own free and voluntary act with full knowledge of the binding and conclusive nature of this Settlement Agreement.

AGREEMENT AND RELEASE

Plaintiff and Defendant, for and in consideration of the conditions and releases contained herein, the agreements and undertakings contained herein and in the Exhibits hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree to a full and final compromise and settlement of their Claims in accordance with the following terms and conditions.

1. **Repairs and Improvements to the Plaza; Plaintiff's Obligations** Plaintiff shall, at its sole cost and expense, repair existing damage to the Parking Structure and make improvements to the plaza above the Parking Structure as follows (collectively, "**Project**").

a. Plaintiff shall remove and reinstall and/or replace the existing sand and pavers above the Easement Area, and elsewhere in the Plaza, to the extent reasonably necessary to perform the Project.

b. Plaintiff shall repair the existing waterproof membrane and/or install a new waterproof system above the Parking Structure within the Easement Area, as may be necessary to ensure adequate waterproofing of the Parking Structure, as determined by Plaintiff's licensed engineer (as installed within the Easement Area and, if applicable, within the Blue Mesa Lodge Walkway, as described below, the "**Waterproof System**"). The Plaintiff shall use reasonable efforts to obtain the approvals and financial contributions (described further below) to install the Waterproof System within the area labeled "Blue Mesa Lodge Walkway" on the attached **Exhibit 3**. Unless Plaintiff can secure the necessary cooperation and financial contributions, Plaintiff shall not be obligated to incorporate the Waterproof System into the Blue Mesa Lodge Walkway. The Waterproof System shall be counterflashed onto the walls of the Blue Mesa Condominiums and Blue Mesa Lodge, or shall be designed and installed in an alternative manner that ensures adequate waterproofing of the Parking Structure, as determined by a licensed engineer. To the extent that the Waterproof System requires an encroachment onto the walls of Blue

Mesa Condominiums and/or Blue Mesa Lodge, Plaintiff shall be responsible for obtaining any necessary approval of relevant property owners.

c. To the extent that Plaintiff's project engineer determines that substantial structural damage, as defined in the International Building Code (as adopted by the Town as of the date of this Agreement, the "**Building Code**"), to the Parking Structure exists, Plaintiff shall repair such substantial structural damage in accordance with the requirements of the Building Code.

d. Plaintiff shall have an engineer design and install the on-site heat-tubing and other elements that are necessary for a snowmelt system for the Plaza (the "**Snowmelt System**"). Additional provisions addressing the Snowmelt System are set forth below.

e. Plaintiff shall, at its sole cost and expense, waterproof and repair, to the extent necessary, all surface drains within the Easement Area.

f. Plaintiff shall also, at its sole cost and expense, install any equipment and improvements necessary up to the point where the Snowmelt System connects to the Boiler Mechanical (as defined below) in the New Boiler Location (as defined below) or to the Boiler Mechanical Extension (as defined below).

g. Plaintiff shall use commercially reasonable efforts to obtain additional contribution of monetary funds as referred to above, from third-parties, including but not limited to Blue Mesa Lodge, Blue Mesa Condominiums, Inn at Lost Creek and Telluride Mountain Village Owners Association, and to secure any necessary cooperation and participation of the parties who own or control buildings immediately adjacent to the walkways depicted as "ILC Walkway" and "Blue Mesa Lodge Walkway" on the attached Exhibit 3 (collectively, "**Walkways**"), in order to incorporate heat-tubing for the Snowmelt System into the Walkways. Unless Plaintiff can secure the necessary and desired cooperation and financial contribution, Plaintiff shall not be obligated to incorporate the Snowmelt System into the Walkways. In the event the snowmelting of the Walkways are not incorporated at the time of installation of the Snowmelt System, the Snowmelt system shall be designed to incorporate the Walkways at a future date.

2. Obligations of Defendant. Defendant shall, at its sole cost and expense, perform the following work with respect to the Plaza.

a. The Defendant agrees, at its sole cost and expense, to use commercially reasonable efforts to obtain an easement and/or necessary approvals from third parties to give the Defendant the ability to relocate the existing mechanical boiler system currently located in the Blue Mesa surface parking lot (the "**Boiler Mechanical**"), to an area on the south-western wall which currently houses a fan heater, within the Blue Mesa Lodge parking garage (the "**Blue Mesa Lodge Mechanical Location**" also referred to as the "**New Boiler Location**").

In the event that the Defendant is not able to or chooses in its sole discretion, not to relocate the Boiler Mechanical to the New Boiler Location at a time appropriate to allow the Project to proceed, Defendant shall be responsible for obtaining any necessary easements and/or other approvals, or providing a route for connection that does not require approvals of a third party, to allow the Snowmelt System to connect to the Boiler Mechanical. In addition, Defendant shall install at Defendant's sole cost and expense a piping extension connected to the Boiler Mechanical that runs up Lost Creek Lane to a location as shown on the attached Boiler Mechanical Extension **Exhibit 4** (the "**Boiler Mechanical Extension**"), at the boundary of Blue Mesa Lodge's property, where Plaintiff can connect to such extension. The Boiler Mechanical Extension will deliver, to the location shown on Exhibit 4, water or other fluid of sufficient flow rate, temperature and pressure to allow for operation of the Snowmelt System.

b. Defendant believes that the existing Boiler Mechanical, whether at its existing location or relocated to the New Boiler Location, has sufficient capacity and is suited to adequately support the proposed Snowmelt System. However, to the extent that the Snowmelt System requires additional boiler capacity, mechanical improvements, expansion, changes or upgrades to supply the Snowmelt System, then Defendant, at its sole cost and expense, shall promptly engineer and perform construction of same in time to allow the Snowmelt System to operate upon completion of the Project. Defendant reserves the right to provide an alternative heat source, such as geothermal tubing or similar alternative heat source, provided that such heat source has sufficient capacity and is suited to adequately support the proposed Snowmelt System. In the event the Defendant utilizes an alternative heat source, Defendant shall deliver to the location shown on Exhibit 4, water or other fluid of sufficient flow rate, temperature and pressure to allow for the operation of the Snowmelt System.

c. Defendant shall have the opportunity to review and approve the engineering of the Snowmelt System prior to Plaintiff pulling a building permit.

d. Defendant shall reasonably cooperate in Plaintiff's efforts to add the Walkways to the Boiler Mechanical and the Snowmelt System. Defendant acknowledges that Plaintiff does not own or control the Walkways, and that the cooperation and participation of third parties may be necessary to incorporate the Snowmelt System into the Walkways. Unless Plaintiff can secure the necessary cooperation and financial contribution, Plaintiff shall not be obligated to incorporate the Snowmelt System into the Walkways. In the event the Walkways are not incorporated into the Snowmelt System, such system shall still be designed to incorporate the Walkways at a future date.

e. Prior to commencement of the Project, Defendant shall remove and or relocate the planters labeled "Planter 1," "Planter 2," and "Planter 3" on the attached **Exhibit 5**. Plaintiff shall install new pavers and the Waterproof System in the areas where these planters are removed, as recommended by Plaintiff's project engineer.

f. In connection with the Project, Defendant shall at its own cost and expense, demolish and remove the planters along the plaza side of the Blue Mesa Lodge labeled "Planter 4," "Planter 5," and "Planter 6" on the attached Exhibit 5. Following removal of the planters, Plaintiff will install new pavers in this area.

3. Procedures for Performance of the Project. Notwithstanding the various provisions contained in this Settlement Agreement that might be interpreted otherwise or that are silent on the issue, this Settlement Agreement shall not relieve the Defendant of its obligations as a home rule municipality and political subdivision of the State of Colorado, nor shall it relieve the Plaintiff of its obligation to follow the generally applicable approval and permitting process required to undertake construction activities within the Town of Mountain Village. Both Parties understand and agree that the Project must be performed in accordance with the usual and customary process of remodeling and construction adhered to by others in the same or similar circumstances, unless otherwise specifically noted herein. The following additional procedures also apply to the Project:

a. Plaintiff is required to obtain proper design review, design approvals and building permits for the construction of the Project, in accordance with the Town of Mountain Village Municipal Code (the “**Code**”). The Code requires Plaintiff to submit materials to Defendant including, but not limited to architectural blueprints, construction drawings, Project manuals and all other plans related to the construction of the Project (the “**Drawings**”). Defendant’s review and approval of the Drawings by Plaintiff in connection with the Project, and the procedures, rights and obligations of the parties with respect to the Project shall be governed by the Code and other applicable law. Provided, however, that, in connection with Defendant’s review of the Drawings, in addition to the matters proper for consideration pursuant to the Code, Defendant shall also have the right to evaluate whether the materials and plans are in conformance with the Project, as defined by the scope of work set forth above.

b. The Parties shall cooperate in good faith to ensure timely and accurate completion of the Project.

c. The Parties agree that the Parking Structure was originally designed to accommodate uses of the Plaza as a “Public Assembly Area” and restaurant/retail space under the 1991 Uniform Building Code, and that, accordingly, the Parking Structure was designed for load capacities consistent with pedestrian traffic and light utility vehicles. The Parties further agree that the contemplated load limitations set forth below shall govern the use of the Parking Structure for purposes of structural code requirements for the Project.

4. Timing for Construction and Approvals. Notwithstanding anything in this Settlement Agreement that might imply otherwise, Defendant shall not unreasonably delay or hinder the construction of the Project, and approval from the Defendant of the Project shall not be unreasonably withheld. Plaintiff shall undertake a concerted effort to complete construction of the Project in an expeditious matter and during the offseason (e.g. Sept. 15 - Nov. 15; Apr. 15 - May 15). Notwithstanding the foregoing, the Parties acknowledge that that Plaintiff may require up to six (6) consecutive months of construction to complete the Project.

5. Permits. Consistent with the requirement that the Project proceed in accordance with the requirements of the Code, Plaintiff shall obtain a building permit and any other required permits for the Project. Defendant shall not unreasonably delay in issuing any required permits, provided that the necessary permit applications are consistent with the requirements of this Settlement Agreement and the Code. Defendant shall waive all building permit fees that would otherwise be owed by Plaintiff in connection with the Project. Defendant shall also waive any use tax imposed

by the Town (but not any taxes imposed by any other authorities) associated with the construction of the Project.

6. Operation of the Snowmelt System and Use of Plaza. Upon the completion of the Project, Defendant shall own and shall be solely liable for the operation, maintenance, repair and replacement of the Snowmelt System, in perpetuity, at its sole cost and expense, subject to the annual appropriations and budgetary concerns of the Town of Mountain Village. Notwithstanding anything to the contrary in this Settlement Agreement or otherwise, once the Snowmelt System is operational, and thereafter, the Defendant shall not:

a. use any motorized equipment for snow removal on the Easement Area, except that use of non-riding snow-blowers/snow-throwers shall be permitted, the use of an ATV with a snowplow blade and the use of a single Kubota model f3060 or similar replacement equipment shall be permitted;

b. use and/or place, or permit to be used and/or placed on the Easement Area, live loads that exceed (i) a uniform load of 100 PSF, or (ii) a concentrated load of 2,000 pounds, with such loads to be determined in accordance with the 1991 Uniform Building Code for "Retail Space";

c. store or pile snow within the Easement Area; or

d. use, or permit to be used, salt based or corrosive chemicals, such as magnesium chloride, to induce snowmelt within the Easement Area, and/or within the highlighted area shown on the map attached hereto as **Exhibit 6**.

7. Dedication. Upon completion of the Project, Plaintiff shall dedicate, and Defendant shall accept for ownership the sand and pavers, the heat tubing installed beneath the pavers, plus related materials integral to the function and operation of the heat tubing, and all other components of the Snowmelt System. Thereafter, Defendant shall be responsible for maintaining, repairing, and replacing all such dedicated sand, pavers, heat tubing, materials and components.

8. Cost Sharing. Plaintiff shall be responsible for the cost of construction of the Project, including but not limited to making progress and final payments to the Plaintiff's general contractor (the "**Contractor**"). Defendant agrees to pay a portion of the cost of the Project as follows:

a. Within thirty (30) days of execution of this Settlement Agreement, Defendant shall deposit certified funds in the amount of Two Hundred Ninety-Five Thousand Dollars (\$295,000.00) in an interest-bearing escrow account (the "**Escrow**") with an escrow agent mutually acceptable to Plaintiff and Defendant (the "**Escrow Agent**"). The parties and the Escrow Agent shall agree on reasonable terms of an escrow agreement, consistent with this Settlement Agreement, and which shall provide that Defendant shall be the beneficiary of any interest earned from the Escrow. Plaintiff and Defendant shall share equally the costs charged by the Escrow Agent for performing the Escrow.

b. Upon Plaintiff's commencement of construction activities for the Project, the Defendant shall direct the Escrow Agent to release to the Plaintiff funds from the Escrow in the amount of Two Hundred Twenty-One Thousand Two Hundred Fifty Dollars (\$221,250.00). Within seven (7) days of issuance of a Certificate of Occupancy for the Project from the Defendant, which Certificate of Occupancy shall not be unreasonably withheld, the Escrow Agent shall release to the Plaintiff additional funds from the Escrow

in the amount of Seventy-Three Thousand Seven Hundred Fifty Dollars (\$73,750.00), and release to Defendant any accrued interest.

c. The Defendant's participation in paying for the costs of the Project shall not exceed the amounts set forth herein, except as specifically set forth herein.

d. Prior to commencing construction activities, the Plaintiff shall deliver to the Defendant, an engineering report or reports stating whether or not there is substantial structural damage to the Parking Structure within the meaning of the Building Code. The Project shall be designed in accordance with the conclusion of such report(s) and the requirements of the Building Code.

e. Prior to commencing construction activities for the Project, the Plaintiff shall demonstrate to the Defendant that the Plaintiff has sufficient available funds, which may include a binding loan commitment, to complete the Project in accordance with the engineering reports required in section 8(d) herein, by demonstrating availability of funds necessary for completion of one hundred percent (100%) of the anticipated Project budget, less the Defendant's contribution as set forth in this paragraph 7. Accounts receivables shall not be considered available funds for the purpose of this Agreement. In addition, the Plaintiff shall be allowed and required to review and approve all construction draws to loan funds, which will be done in an appropriate time frame, not to exceed five (5) business days.

f. Plaintiff's commencement of construction activities for the Project must begin prior to April 11, 2016, subject to delays from causes beyond Plaintiff's control, such as but not limited to acts of God, strikes, work stoppages, unavailability or delay in receiving labor or materials, defaults by contractors or subcontractors, actions of the Defendant, or fire or other casualty, in which case the date for commencement shall be extended by a reasonable period of time consistent with the delay from such cause. If Plaintiff has not commenced construction activities prior to April 11, 2016, the funds in the Escrow, including any interest earned thereon, shall be returned to Defendant, and Defendant shall have no further obligation to provide funding for the Project. In the event that Plaintiff fails to commence by April 11, 2016, Plaintiff shall have no obligation to proceed with the Project.

9. Insurance. The following insurance requirements apply:

a. Contractor's Insurance. Plaintiff shall require the Contractor, as a condition of the construction contract, to maintain with a company or companies authorized to do business in San Miguel County, Colorado, such insurance and at such amounts as required by the construction contract.

b. Property Insurance. Plaintiff shall maintain with a company or companies authorized to do business in San Miguel County, Colorado, property insurance written on an "all risk" or the equivalent form of property insurance for the cost of the Project, which includes the cost of all materials and supplies stored or installed by the Contractor and others, on a replacement cost basis without optional deductibles. The property insurance shall cover, without limitation, perils of fire (with extended coverage) and physical loss or damage including theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal,

including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Contractor's services and expenses required as a result of such loss. Certificates of such insurance shall be provided by Plaintiff prior to the commencement of work on the Project. Such property insurance shall be maintained until issuance of a Certificate of Occupancy for the Project and shall name the Defendant as an additional insured party.

c. Other Insurance. Each Party shall maintain such other insurance coverage as they deem necessary to protect themselves from liability or loss associated with the Project.

10. Requirements upon Completion. Within thirty (30) days of issuance of a Certificate of Occupancy for the Project, Plaintiff shall undertake the following actions.

a. Proof of Payment. Plaintiff shall provide the Defendant with written proof that the Contractor and all subcontractors for the Project have been paid in full, including final lien waivers from all such Contractors and subcontractors.

b. Proof of Total Project Costs/Adjustments. Plaintiff shall provide the Defendant with the total cost of the Project, including information as to the costs of any change orders and any adjustments.

c. Assignment of Warranties. Plaintiff shall assign to the Defendant all warranties, if any, related to the Project improvements that the Defendant owns and components thereof.

11. Records. Plaintiff shall maintain all accounting records related to this Settlement Agreement, which shall include all documents that support the costs and expenses related to the Project. Said records shall be made available to the Defendant, during normal business hours, within a reasonable time following written request.

12. Easement to Remain in Place. The Easement shall remain in place, in full force and effect, and nothing in this Settlement Agreement shall be construed to limit or alter the Easement.

13. Unknown Defects and Structural Issues. Defendant's liability to provide funds for the Project is limited to the provisions provided herein. Upon further investigation, should Plaintiff determine that there are additional issues regarding the Plaza and additional or unforeseen costs for the construction of the Project, Defendant's liability shall be limited to the provisions contained in this Settlement Agreement and will not affect in any respect the finality of this Agreement and Release of Defendant and Plaintiff from the respective Claims of either Party.

14. Dismissal of Court Action. Plaintiff and Defendant, through their counsel, shall enter into a joint stipulation to dismiss the Lawsuit with prejudice. A form of the Stipulation for Dismissal with Prejudice is attached hereto as **Exhibit 7**. The obligation of both Parties to move for dismissal shall exist upon execution of this Settlement Agreement and is not dependent in any respect on the feasibility or approval and performance of the Project by either Party.

15. No Admission of Liability. Plaintiff and Defendant expressly understand that by entering into this Settlement Agreement neither admits any liability to the other, the Parties have always denied and still deny any liability to the other, and nothing in this Settlement Agreement shall be construed to be an admission of any liability whatsoever in connection with the allegations in the Lawsuit.

16. Mutual Release. Notwithstanding the obligations contained in this Settlement Agreement and enforcement thereof and understanding and recognizing the intent of the Parties going forward

as concerns the Project, the Parties hereby release, remise and forever discharge each other and each Party's successors and assigns of and from any and all claims, actions or causes of action, demands, rights, liabilities and damages, in law or in equity, known rights, liabilities and damages, in law or in equity, whether as of this date known or unknown, asserted or unasserted, of whatsoever kind or character, which the Parties now have or may claim to have in the future, arising from or based in whole or in part upon any act, omission, event, transaction, matter or thing involved, alleged or referred to, or arising directly or indirectly from or in connection with the alleged maintenance, operation, defects and conditions giving rise to the Lawsuit, or arising out of the engineering, design and construction of the Easement Area to date.

17. No Warranties. NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANSHIP OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY EITHER PLAINTIFF OR DEFENDANT IN REFERENCE TO THE PROJECT. Notwithstanding the foregoing, Plaintiff and Defendant agree that the structural elements of the Project, including but not limited to concrete, steel, the Waterproof System and all other elements located below the sand, Snowmelt System and Plaza pavers, shall be the sole responsibility of the Plaintiff, including any structural deficiency and/or construction deficiency of the Project, and the maintenance and repair of such elements shall be the sole responsibility of the Plaintiff and only the Plaintiff to repair. Provided, however, that Defendant remains subject to the Easement and other applicable law. Additionally, Defendant shall have sole responsibility for maintaining, repairing, and replacing the sand, on-site heat-tubing components of the Snowmelt System, and the Plaza pavers.

18. Time is of the Essence. If any deadline in this Settlement Agreement occurs on a Saturday, Sunday, or legal holiday, the deadline shall be extended to the end of the next day that is not a Saturday, Sunday or legal holiday. The Parties agree that time is of the essence in performance of all obligations under this Settlement Agreement. The Parties recognize the need to respond as quickly as possible to any request for approvals required by this Settlement Agreement in order to avoid delays and increased Project costs. If a requested approval cannot be given, the Party responsible for providing the approval shall provide timely and detailed information regarding what is needed to allow approval.

19. Warranties of Authority. The Parties expressly warrant and represent to each other that they have the full right, title and authority to enter into this Settlement Agreement as provided herein, and that no approvals or consents of any other persons, entities or agencies are necessary to affect the same.

20. Mediation and Dispute Resolution. If a dispute arises between the Parties relating to this Settlement Agreement or any other documents executed in furtherance of this Settlement Agreement and is not resolved, the Parties shall first proceed in good faith to submit this matter to mediation. The Parties agree to use Rob Crane as the mediator, if reasonably possible, and if not, the Parties will jointly appoint an acceptable mediator. The Parties will share equally in the costs of such mediation. The mediation, unless otherwise agreed by the Parties, shall terminate in the event the entire dispute is not resolved within thirty (30) calendar days of the date written notice requesting mediation is sent by one Party to the other Party's last known address. In an effort to reach a resolution prior to the initiation of any action or providing a notice of mediation, the Parties shall provide proper notice to each other, should there be a breach of this Settlement Agreement, and seek an amiable resolution prior to proceeding with mediation.

21. Counterparts and Facsimile Signatures. This Settlement Agreement may be executed in counterparts, all of which taken together shall constitute one agreement, and any Party may execute this Settlement Agreement by signing any such counterpart. Facsimile signatures on this document are acceptable and shall have the same force and binding effect as original signatures.
22. Binding Effect. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their successors in interest, heirs, assigns, officers, employees, attorneys, agents, directors and shareholders.
23. Costs of Litigation. In the event any litigation or other proceeding is brought for the interpretation or enforcement of this Settlement Agreement or because of an alleged dispute, default, misrepresentation or breach in connection with any of the provisions of this Settlement Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and expenses actually incurred in initiating or responding to such proceeding in addition to any other relief to which such Party may be entitled.
24. Law and Venue. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue is proper in San Miguel County District Court.
25. Entire Agreement. This Settlement Agreement and the Exhibits hereto constitute the entire understanding and agreement between the Parties with respect to the subject matter hereof and cannot be amended, supplemented or changed, nor can any provision hereof be waived or terminated except by written instrument signed by the Party against whom enforcement of any such amendment, supplement, modification, waiver or termination is sought.
26. Contractual Terms. The terms of this Settlement Agreement are contractual and not mere recitals and are the result of negotiations among the Parties.
27. No Waiver. No failure to exercise and no delay in exercising any right, power or remedy under this Settlement Agreement shall impair any right, power or remedy, which any Party may have, nor shall any such delay be construed to be a waiver of any such rights, powers or remedies or an acquiescence in any breach or default under this Settlement Agreement, nor shall any breach or default of any Party be deemed a waiver of any default or breach consequently occurring. The rights and remedies specified in this Settlement Agreement are cumulative and not exclusive of any rights or remedies, which any of the Parties would otherwise have.
28. Future Assurances. The Parties shall execute such additional documents and perform such further acts as may reasonably be necessary to give effect to the purposes of this Settlement Agreement.
29. Specific Performance. The obligations and covenants set forth in this Settlement Agreement may be specifically enforced in any court of competent jurisdiction by any Party entitled to the benefit thereof.
30. Headings. Headings contained in this Settlement Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Settlement Agreement.
31. Survival. The warranties and representations of the Parties contained in this Settlement Agreement are deemed to survive the execution and effectiveness hereof.

32. Review. This Settlement Agreement has been carefully read by the Parties, the contents hereof are known and understood by the Parties, and it is signed freely by each Party executing this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have executed, acknowledged, sealed and delivered this Settlement Agreement on the date first above written.

[signature page follows]

ORIGINAL

**EASEMENT DECLARATION
(CORRECTION)**

THIS EASEMENT DECLARATION is given and is being re-recorded to correct the legal description used in the former Easement Declaration dated November 20, 1992, and recorded on the 30th day of November, 1992, in Book 502, at Page 237, of the records in the Office of the Clerk and Recorder of San Miguel County, State of Colorado.

THIS EASEMENT DECLARATION (this "Declaration") is made effective November 20, 1992, by and between The Telluride Company, a Colorado corporation, with principal offices located in the Telluride Mountain Village, San Miguel County, Colorado, as Grantor, and Telluride Associates, a Washington, DC general partnership, whose address is 1711 Connecticut Avenue NW, Washington, DC 20009, as Grantee.

WHEREAS, the Grantor owns the following real property situate in San Miguel County, Colorado:

That Property described in Exhibit ED-A, attached hereto and by this reference incorporated herein (the "Property"); and

WHEREAS, Grantor, by agreement captioned First Amendment to the Developer Purchase and Sale Agreement (Lot 42A), dated September 27, 1991 (the "Agreement") with Grantee stipulated to delivery of an easement for construction, operation and maintenance of the subsurface garage condominium to Grantee, to wit:

5.4 Subsurface Easement. Seller [Grantor] agrees to convey to Purchaser [Grantee] a sufficient subsurface easement to enable purchaser to encumber the subsurface easement area with a construction loan and to construct, operate and maintain the Parking Structure and, additionally, convey merchantable title to the Parking Spaces located within the Parking Structure.

and

WHEREAS, Grantor desires to grant to Grantee an exclusive subsurface easement under the pedestrian level surface of the Property, to enable Grantee to construct, operate and maintain the subsurface Parking Structure, and to convey title to the Parking Spaces located within the Parking Structure, and to encumber the easement.

NOW, THEREFORE, in consideration of the payment of money, and other good and valuable consideration in hand paid by the Grantee simultaneously with the execution and delivery of this document, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

Exhibit 1



1. Grantor does hereby grant unto Grantee, subject to the reservations and conditions set forth in this declaration, an exclusive subsurface easement, under the pedestrian level subsurface of the following described real property:

That Property described in Exhibit ED-A, attached hereto and by this reference incorporated herein;

and such access and appurtenant area necessary for the construction of the subsurface Parking Structure (the "Easement").

2. The Easement allows the grantee, to construct, operate and maintain a subsurface Parking Structure, to form and subject the Easement to a condominium regime, and to convey title to the condominium parking spaces located within the Parking Structure, and all appurtenant services required for such construction and maintenance, including, without limitation, utility access, drainage pipes, and construction space on, above and adjacent to the Property, for the purpose of constructing and maintaining the Parking Structure, and to provide utility service and surface and subsurface drainage to the Easement. The Easement contemplates the grant to Grantee of that space necessary to preserve, maintain, repair or replace the Parking Structure, and the construction of the Parking Structure, and/or to upgrade any utility system or the structure as mutually agreed by Grantee and Grantor.

3. The Easement and the right to use the Easement by the Grantee as set forth herein shall be exclusive, subject to the terms and conditions of the Agreement concerning the delivery by Grantee to Grantor of certain of the parking spaces located within the Parking Structure. Grantee shall have the right to grant to other parties and property owners rights to the Easement, or any part thereof, as set forth in the Agreement between the Grantee and Grantor. Grantee reserves and shall have the right to install, connect and maintain, from time to time, within the Easement area, sewer, gas, water and electric lines and pipes, telephone lines and conduits, poles and wires, and all utility lines and mains, and to use the Easement area for other purposes, provided such uses for other purposes shall be to the benefit of, and shall not unreasonably interfere with, use of the easement area as a Parking Structure.

4. Grantor agrees that it shall not place or construct any obstruction within or upon the Easement area which shall unreasonably interfere with the use of the Easement area for use as a Parking Structure. It is specifically recognized and agreed that Grantor shall take those reasonable steps requested by Grantee in order to permit and facilitate Grantee's construction of the Parking Structure.

5. It is agreed and understood that the Easement granted herein shall run with the land and shall be appurtenant thereto.

6. The provisions of this Easement Declaration shall be binding upon and shall inure to the benefit of the parties hereto, their

respective legal representatives, successors, assigns, and all present and future owners of the above described real property.

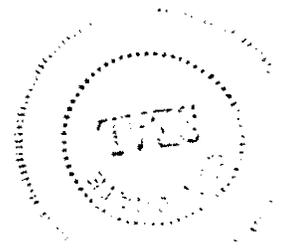
7. It is specifically understood and agreed to by the parties that the Easement may be encumbered, and used as collateral or security for a loan or loans necessary or advisable for the construction of the Parking Structure, in the sole discretion of Grantee.

8. Nothing herein to the contrary withstanding, Grantor shall have the exclusive right to construct, operate and maintain any structures or improvements above the Easement which will not cause damage to the structure and improvements constructed by Grantee on the Easement. Additionally, Grantor may cause modifications to the structure and improvements constructed by Grantee that are deemed necessary by Grantor, in its sole discretion, to facilitate the construction of improvements above the Easement; SUBJECT, however, to the limitation that any modifications made by Grantor shall not materially impair the use of the Easement as a parking structure. Within the Easement area Grantor shall have the right to construct, operate and maintain any utility deemed necessary by Grantor for the efficient operation of the Telluride Mountain Village; the construction, operation and maintenance of the utilities shall be done in a manner that does not materially impair the use of the structure as a parking area.

IN WITNESS WHEREOF, the Grantor has executed this Agreement the day and year first above written.

THE TELLURIDE COMPANY

by: Ronald D. Allred
Ronald D. Allred, President



[Seal]

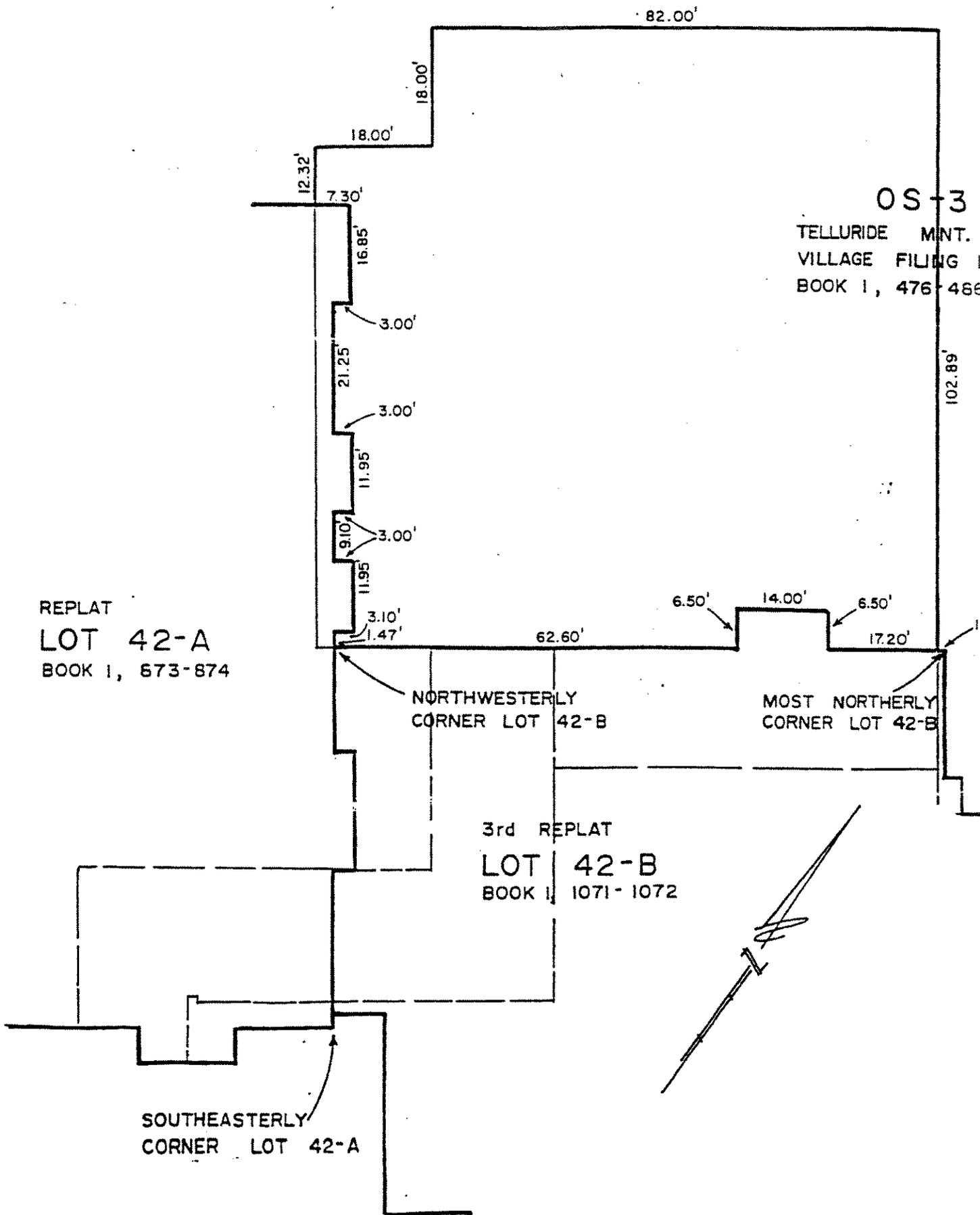
STATE OF COLORADO)
)ss.
COUNTY OF SAN MIGUEL)

Subscribed and sworn to before me this 12th day of February, 1993, by Ronald D. Allred, President, The Telluride Company.

My commission expires: 7-22-95

Mary J. Wilson
Notary Public





A portion of open space Lot 3, Telluride Mountain Village, Filing 1, as recorded in Book 1 of Plats, pages 476-486, Records of San Miguel County, Colorado described as follows:

Commencing at the most northerly corner of Lot 42-B third replat of Lots 42-A and 42-B, Telluride Mountain Village Filing One, Book 1, pages 1071-1072. Thence S $54^{\circ}15'00''$ W along the northwesterly line of said Lot 42-B, 1.47 feet to the True Point Of Beginning; Thence N $35^{\circ}45'00''$ W, 102.89 feet; Thence S $54^{\circ}15'00''$ W, 82.00 feet; Thence S $35^{\circ}45'00''$ E, 18.00 feet; Thence S $54^{\circ}15'00''$ W, 18.00 feet, Thence S $35^{\circ}45'00''$ E, 12.32 feet to a point in the northwesterly line of Lot 42-A, Replat, Map Book 1, pages 873-874; Thence N $54^{\circ}15'00''$ E along the northwesterly line of said Lot 42-A 7.30 feet to an angle point therein; Thence southeasterly along the northeasterly line of said Lot 42-A to its intersection with the northwesterly corner of said Lot 42-B; Thence northeasterly along the northwesterly line of said Lot 42-B to the True Point Of Beginning.

TERM SHEET

At the mediation in Civil Action No. 2011CV122 designated representatives of Gondola Plaza Parking Condominium Association, Inc. ("GPPCA") and The Town of Mountain Village, Colorado ("Town") have negotiated an agreement which they will recommend to their respective Board/Council. The terms of the negotiated agreement are as follows:

1. GPPCA will redo Sunset Plaza at its expense. The redone plaza will not be structurally deficient (as defined according to a standard to be agreed upon by the parties) and will include waterproof membrane onto the walls of Blue Mesa Condominiums and Blue Mesa Lodge. The redone plaza will also include a snowmelt system, with a design approved by the Town. The Town shall supply the boiler; GPPCA shall connect the system to the boiler. The project does not include the North and South Walkways leading to Sunset Plaza; provided, however, that GPPCA will use its best efforts to obtain additional funds from third parties to include the North and South Walkways in the snowmelt system. Following completion of construction of the snowmelt system, the Town will operate and maintain the snowmelt system, in perpetuity, at its sole cost and expense. The Town's obligation is subject to annual appropriations, but if Town does not use the snowmelt system, it will not use Bobcats and/or snowmelt chemicals in the Easement area. The Town will cooperate with GPPCA in staging of materials during construction. GPPCA will do the project in an expeditious manner, with as much of the project completed during offseason as possible; however, the parties acknowledge that it may require six consecutive months to complete the project if structural repairs are necessary.
2. Town will pay GPPCA \$295,000 at the start of the project, except for a percentage (25%) to be withheld until the project is completed. The Town will also waive the building permit fee.
3. It is the intention of the parties to prepare and execute a formal settlement agreement which shall contain a full and complete general release of all claims and counterclaims. The existing easement shall otherwise remain in full force and effect.

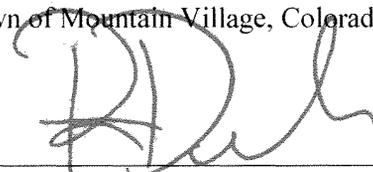
This Term Sheet is not a binding agreement and shall not be binding on the parties until approved by the Town's Council and GPPCA's Board.

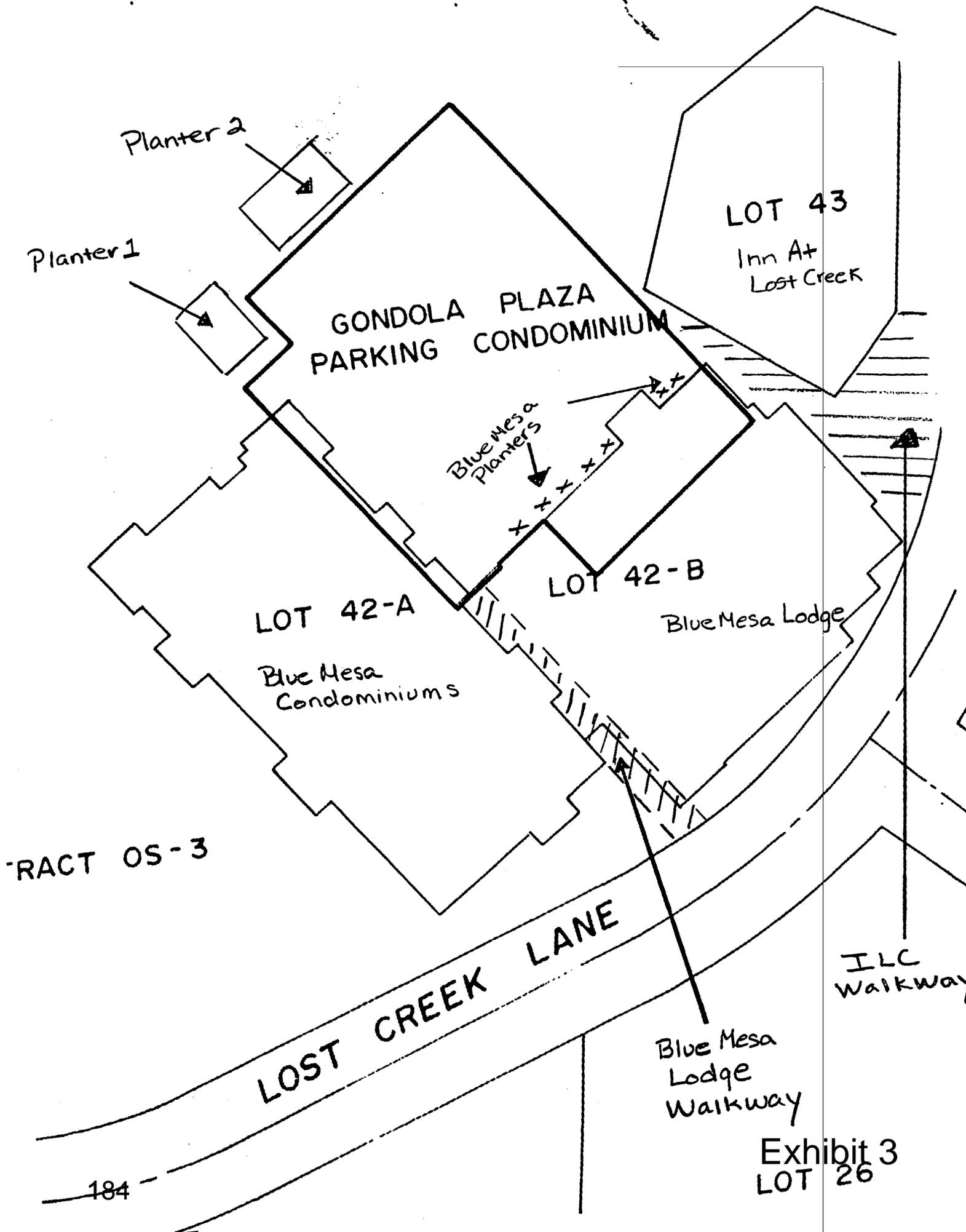
Dated this 11th day of July 2012.

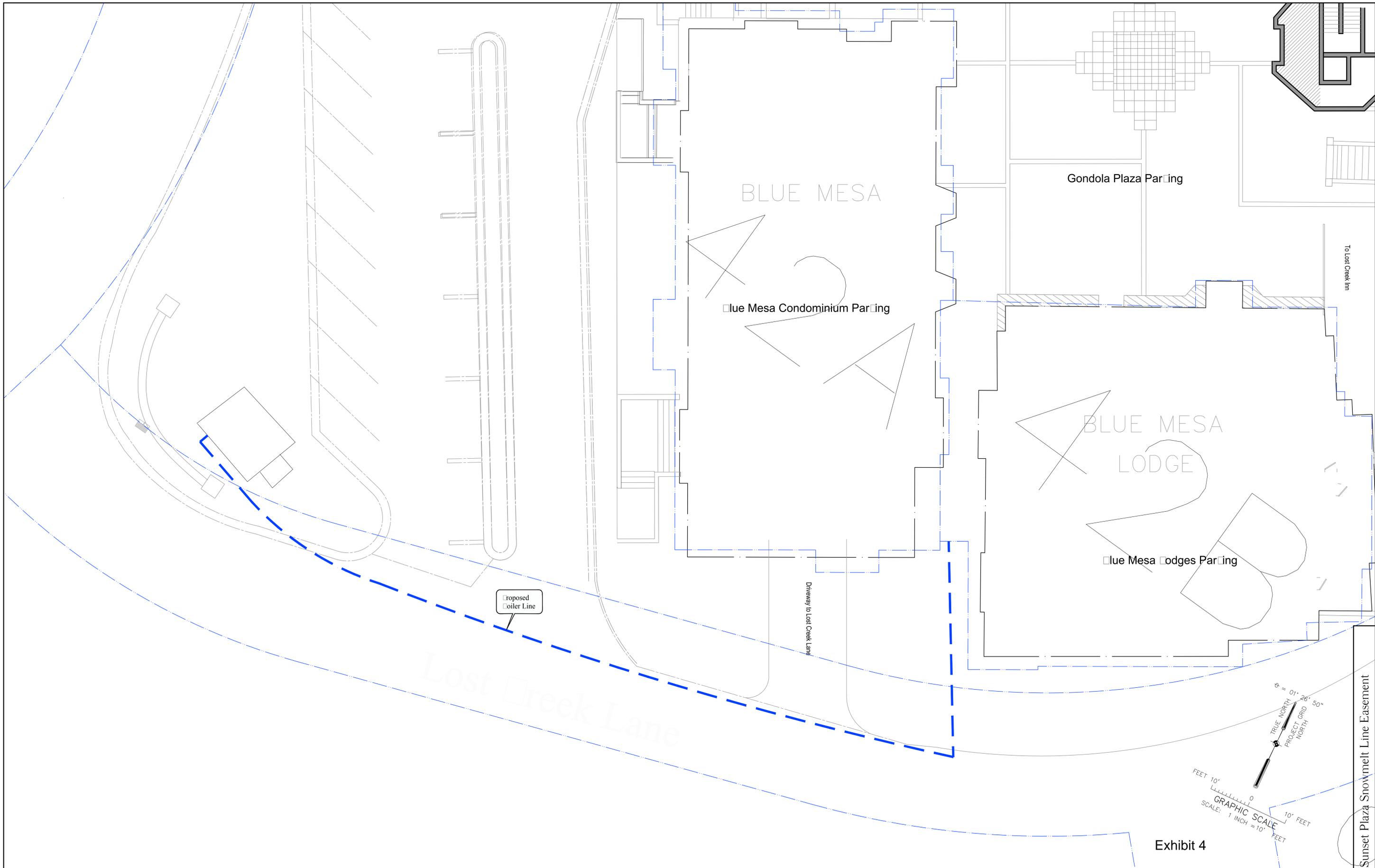
Gondola Plaza Parking Condominium Association, Inc.

By: 
 Its: Pres.

The Town of Mountain Village, Colorado

By: 
 Its: Mayor





Proposed
Boiler Line

Exhibit 4

DRAWN BY: RBC	<small>Disclaimer</small> This information is a product of the Mountain Village Geographic Information Systems (GIS) Department and is intended for the display of relative positions and locations only. Users of this information hereby recognize, acknowledge and agree that it is not a guaranteed accurate, legal or surveyed representation of land. Users assume all risk and responsibility for any and all direct and indirect damages, including consequential damages, that may flow from the use of this information. Users further recognize, acknowledge and agree that the Mountain Village GIS Department has not made any representations, warranties, or guarantees of any kind that this information is survey accurate or fit to be used or relied upon for any particular purpose.
DESIGNED BY:	
CHECKED BY: FK	

REVISION	DATE	DESCRIPTION	BY	CHD



Town of Mountain Village
Geographical Information System
& CAD Design Office
411 Mountain Village Blvd, Mountain Village, CO 81435
Ph. 970-728-5946 Fax 970-728-6027

Proposed Boiler Line Route
Town of Mountain Village, Co

SCALE: 1" = 10'	JOB NO: 4-1-13	DATE: 4-1-13
SHEET NO: 1 of 1		



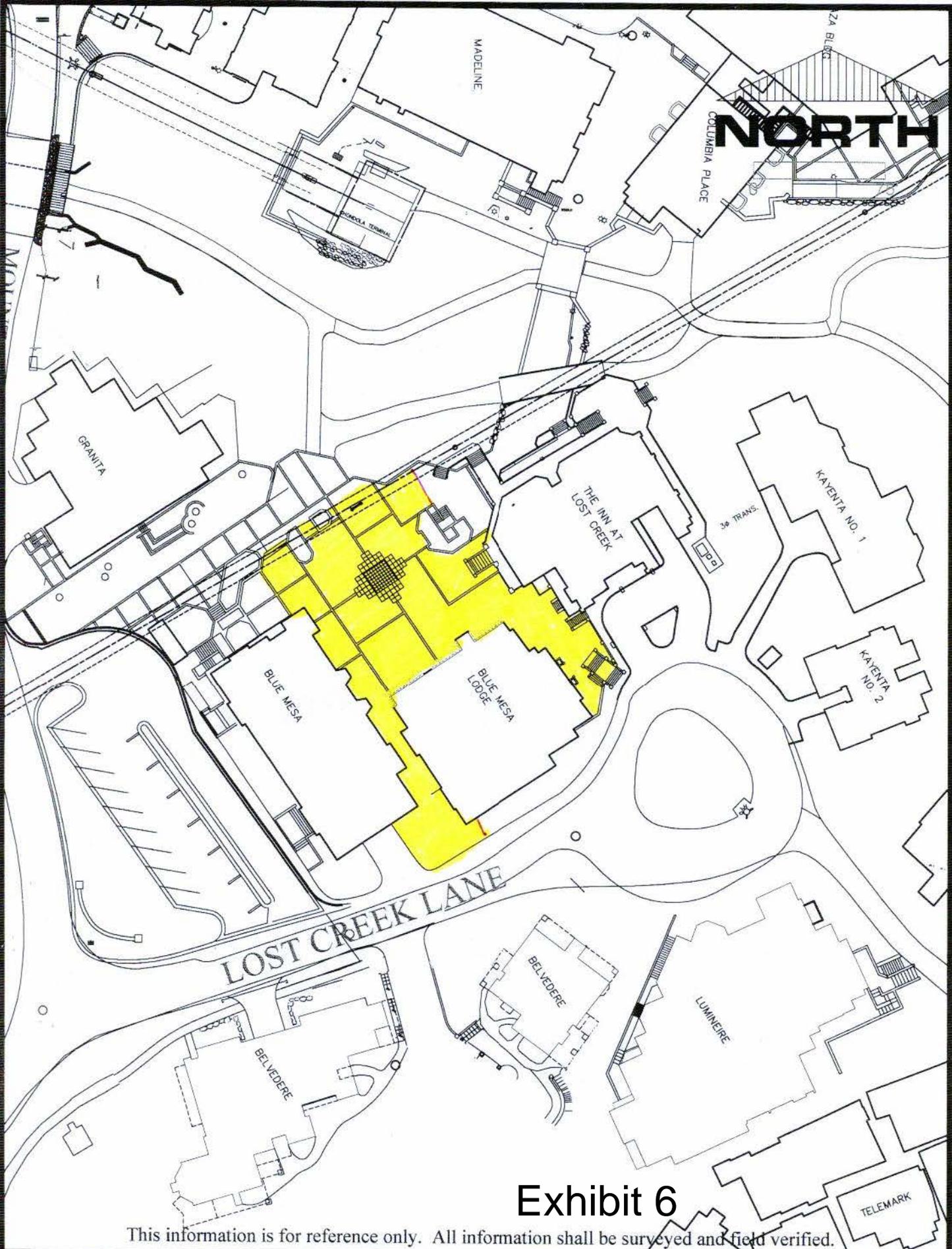


Exhibit 6

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

Sunset Plaza
Mountain Village



Town of Mountain Village
Geographical Information System
& CAD Design Office
411 Mountain Village Blvd
Mountain Village, CO 81435
ph (970) 396-6201
Rcheroske@mtnvillage.org

1" = 75'
12-20-12

<p>DISTRICT COURT, SAN MIGUEL, COLORADO P.O. Box 919 305 West Colorado Avenue Telluride, Colorado 81435</p>	
<p>Plaintiff: GONDOLA PLAZA PARKING CONDOMINIUM ASSOCIATION, INC., a Colorado non-profit corporation v. Defendant: THE TOWN OF MOUNTAIN VILLAGE, COLORADO.</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> <hr/> <p>Civil Action No. 11cv122</p>
<p>Thomas Macdonald, #11394 Bill E. Kyriagis, #39112 Otten, Johnson, Robinson, Neff & Ragonetti, P.C. 950 Seventeenth Street, Suite 1600 Denver, CO 80202 Telephone: 303 825 8400 Facsimile: 303 825 6525 bkyriagis@ottenjohnson.com mac@ottenjohnson.com</p> <p>David M. Kennedy, #40761 J. David Reed, P.C. P.O. Box 196 Montrose, CO 81402 Phone: (970) 249-3806 Fax: (970) 249-9661 dmklaw2@yahoo.com</p>	
<p>STIPULATED MOTION FOR DISMISSAL WITH PREJUDICE</p>	

Pursuant to C.R.C.P. 41(a)(1)(B), Plaintiff Gondola Plaza Parking Condominium Association, Inc. (“**Gondola Plaza**”), and Defendant The Town of Mountain Village (“**Town**”), each by and through its respective undersigned counsel, hereby state that the parties have reached a settlement of their dispute and all claims asserted in this litigation, and hereby stipulate

Exhibit 7

to dismissal of this action with prejudice, with each party to bear its own attorneys' fees and costs.

Respectfully submitted this ____ day of June, 2013.

OTTEN, JOHNSON, ROBINSON,
NEFF & RAGONETTI, P.C.

J. DAVID REED, P.C.

By: _____
Bill E. Kyriagis
Thomas Macdonald

By: _____
David M. Kennedy

**ATTORNEYS FOR PLAINTIFF
GONDOLA PLAZA PARKING
CONDOMINIUM ASSOCIATION, INC.**

**ATTORNEYS FOR DEFENDANT THE
TOWN OF MOUNTAIN VILLAGE,
COLORADO**

CERTIFICATE OF SERVICE

I hereby certify that on the ___ day of June, 2013, I served the foregoing **STIPULATED MOTION FOR DISMISSAL WITH PREJUDICE** via LexisNexis File & Serve, and/or by placing a true and correct copy of the same in the United States Mail, first-class postage prepaid, or as otherwise indicated, to:

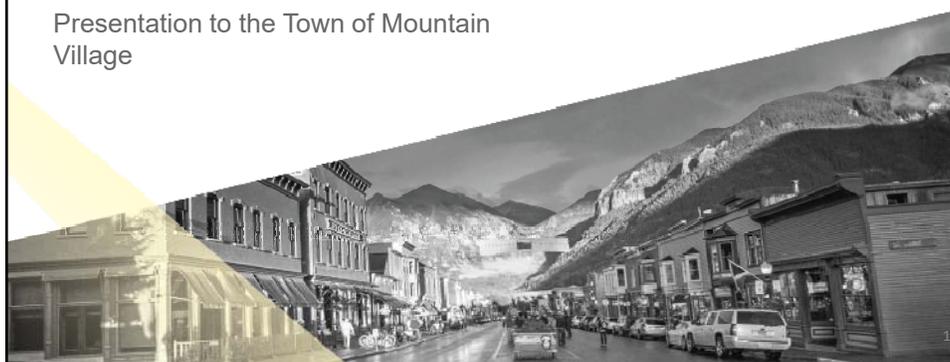
David M. Kennedy
J. David Reed, P.C.
P.O. Box 196
Montrose, CO 81402

/s/ Sandra Boyer

Sandra Boyer

GRANT MAKING BEST PRACTICES

Presentation to the Town of Mountain
Village



IMPORTANCE OF CRITERIA & GUIDELINES FOR GRANT MAKING

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

BASIC CRITERIA FOR CREATING A GRANT MAKING PROGRAM

- Grant purpose (e.g. safety-net, community benefit, economic development, etc.)
- Grant types (project, capital or operating)
- What is your geographic service area
- What total amount will you fund, and what is the maximum amount for any one grant
- Time frames – deadlines, grant disbursement
- Criteria for reviewing applications
- Selection committee (staff, Council, third party)

CRITERIA FOR REVIEWING APPLICATIONS:

1) Well-run, financially strong organizations

- Strong board of directors, management & participation
- Stable management & # of employees
- Diverse source of revenues
- Maximize earned income opportunities
- Year to date financials, audit, tax returns, budget to actual, next year's budget
- Grant request as percent of last year's budget
- Progress report and outcomes

CRITERIA FOR REVIEWING APPLICATIONS:

2) Organizations whose mission & project addresses a current and proven public need

- Mission statement
- Description of Program Need
- Goals, Objectives & Activities
- Progress Report and outcomes

CRITERIA FOR REVIEWING APPLICATIONS:

3) Demonstrate strong community support for their organizations & projects

- Diversity of funding sources & community resources
- # of Diverse participants in the program
- Local residents on board
- Collaborations
- Outcomes

CRITERIA FOR REVIEWING APPLICATIONS:

4) Organizations that show effective and efficient delivery of program services

- Expenses spent on program services vs. administration
- Budget, budget to actual, financials, audits
- Grant amount requested as percent of budget
- Organization programs, activities & accomplishments
- Goals, objectives, activities
- Anticipated outcomes

TMV AND TELLURIDE FOUNDATION COLLABORATION

Telluride Foundation

- Manage grant making for other entities
- Grant making administrator
 - Fee
 - Responsibilities
- Electronic application/report system

Town of Mountain Village

- Commitment
- Criteria
- Duration, size
- Project collaboration

**INTERGOVERNMENTAL AGREEMENT
FOR DISPATCH SERVICES
BETWEEN THE**

**CITY OF MONTROSE
MOUNTAIN VILLAGE POLICE DEPARTMENT
TELLURIDE TOWN MARSHALL
TELLURIDE FIRE PROTECTION DISTRICT
AND THE
COUNTY OF MONTROSE COLORADO**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA" or "Agreement") is entered into effective the date set forth below between the **County of Montrose**, State of Colorado (hereinafter referred to as ("**County**"), a political subdivision of the State of Colorado and body corporate and politic, through its **Board of County Commissioners**, with administrative offices located at 317 South Second Street, Montrose, Colorado, 81401 and the **Office of the Montrose County Sheriff ("Sheriff's Office")**, a duly elected public official of Montrose County, and the **AGENCIES** consisting of the **City of Montrose** (hereinafter referred to as ("**City**") for the **Montrose Police Department**, a Colorado home rule municipal corporation whose address is 433 South First Street, P.O. Box 1829, Montrose, Colorado 81402 and the **Telluride Regional Radio Users Group ("TRRUG")** which includes the **Mountain Village Police Department, Telluride Town Marshall and Telluride Fire Protection District**, with individual addresses as set forth below, for dispatch communication services; collectively "parties."

WHEREAS, pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and Colorado Revised Statute, §§ 29-1-201, *et Seq.*, governments may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units; and

WHEREAS, any such contract shall set forth fully the purposes, powers, rights, obligations, and the responsibilities, financial and otherwise, of the contracting parties; and

WHEREAS, the County operates and maintains a regional dispatch center, the Montrose Regional Dispatch Center ("**MRDC**"), for the provision of emergency and non-emergency dispatch services ("**dispatch services**") for law enforcement, fire, emergency medical services ("**EMS**"), and other emergency service providers or governmental agencies; and

WHEREAS, the MRDC is under the direction, management and control of the Office of the Montrose County Sheriff, a duly elected public official and chief law enforcement official for Montrose County; and

WHEREAS, Montrose County employs personnel trained to operate dispatch equipment and to respond to incoming dispatch calls; and maintains communications computers and equipment in the MRDC for purpose of providing dispatch communication services; and

WHEREAS, City is in the process of establishing a dispatch center, the Western Colorado Regional Dispatch Center (“WCRDC” or “WestCO”), that the City anticipates being operational and functional during the first quarter of the 2016 calendar year, with the WCRDC providing all dispatch services to the TRRUG and the City of Montrose, including the Montrose Police Department, when functional and operational; and

WHEREAS, AGENCIES desire to contract with County for the purpose of County providing certain interim and temporary emergency dispatch services, including “9-1-1” and “in-progress” calls for the AGENCIES in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, Montrose County, the Montrose County Sheriff and AGENCIES hereby agree as follows:

DEFINITIONS

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

1. **9-1-1 and/or In-Progress Calls:** Means call(s) regarding an emergency incident where immediate or imminent threat of personal harm, or to life or property exists; or a request for medical assistance. 9-1-1 calls are calls that come into the MRDC on a dedicated 9-1-1 telephone line used for 9-1-1 calls only. A responding dispatcher may determine, after speaking with the caller, that the call does not require an emergency response, and will provide dispatch services appropriate to the nature of the call. All 9-1-1 calls may not require emergency incident services, but do require dispatch services. "In-Progress" calls are calls that come in on a telephone line other than a dedicated 9-1-1 line, and as determined by the responding dispatcher, the call requires an emergency incident response.
2. **Temporary Dispatch Center (TDC):** Means the County owned dispatch facility located in the County's Emergency Operation Center ("EOC") that is being temporarily utilized and operated by the City, and collectively the AGENCIES, during the term of this Agreement as provided in Article 4.01.

ARTICLE I, SERVICES PROVIDED

1.01 **Scope of Services.** MRDC will continue to provide dispatch communication services beginning January 1, 2016 for all incoming dispatch calls to AGENCIES on the same level as was provided to AGENCIES under those certain agreements for dispatch services during the 2015 calendar year, which expired at 12:00 midnight, December 31, 2015. This level of service, provided twenty-four (24) hours a day, began January 1,

2016, and continued to January 12, 2016 at 9:00 a.m., at which time the Temporary Dispatch Center assumed responsibility for dispatch services for all City dispatch calls other than 9-1-1 calls and "in-progress" calls.

The MRDC shall continue to answer and process all 9-1-1 calls and/or "In-Progress" calls for AGENCIES following transfer of responsibility for all other dispatch calls to the Temporary Dispatch Center. This level of dispatch service shall be provided on a full time basis, twenty-four (24) hours per day, seven (7) days per week for the full term of this Agreement, and any renewals thereof. Services shall include dispatch of appropriate emergency or on-call agency personnel, including law, fire or EMS responders. This also includes handling "Text-to-9-1-1" services.

MRDC and City will enter into a new Guard Agreement, as required by the Colorado Bureau of Investigation ("CBI"), in order to permit MRDC to be the Guard Agency for City for the purposes of accessing the Colorado Crime Investigation Center ("CCIC") and National Crime Information Center ("CCIC"). The new Guard Agreement shall be effective from the time of full execution until the WCRDC obtains its Originating Agency Identifier ("ORI") number, is operating as a CCIC Terminal Agency, and provides services as a guard for other agencies of WCRDC that are either non-terminal or non 24-hour terminal agencies. MRDC has a current Guard Agreement with the TRRUG Agencies, and will continue as guard agency for TRRUG until such time as WCRDC is an active CCIC Terminal Agency. City agrees to route their main terminal located in their records to the Temporary Dispatch Center's Terminal Identification ("TID"), called "PDU," after hours or when not actively in use or monitored.

If time and staffing allows, MRDC will, in good faith, provide emergency CODE RED public emergency notifications until such time City Dispatch has secured access to the system. Otherwise, each AGENCY will be responsible for CODE RED public emergency notifications.

All 9-1-1 calls and/or "In-Progress" calls received by MRDC on a non-emergency telephone or radio request will be treated as an emergency call and appropriate dispatch services will be provided by MRDC.

MRDC will provide emergency medical dispatch ("EMD") and emergency medical service ("EMS") dispatch for AGENCIES in the event a 9-1-1 call and/or an "In-Progress" Call is received at the Temporary Dispatch Center on the administrative and/or EOC telephone lines if such call is transferred to MRDC.

MRDC will forward or transfer to the Temporary Dispatch Center all calls received at MRDC that do not meet the definition of a 9-1-1 call or an "In-Progress" calls. Following transfer of a call by MRDC to, and receipt by, the Temporary Dispatch Center MRDC shall no longer responsible for the call or dispatch thereof.

Should any calls be received by the Temporary Dispatch Center for other agencies or other entities for which MRDC provides contracted dispatch services, including but not

limited to, Montrose Fire Protection District, Olathe Police Department, Olathe Fire Protection District, Montrose County Sheriff's Office, Nucla-Naturita Fire Protection District, Paradox Fire Protection District, Ouray Police Department, Ouray Sheriff's Office, Ouray Fire Department, Ridgeway Marshall, Ridgeway Fire Department and Ouray-Ridgeway EMS, and Temporary Dispatch Center will transfer all such calls to the MRDC immediately upon receipt. The Temporary Dispatch Center is responsible for the call until the call is transferred and received by the MRDC.

1.02 In providing such communications services, including the handling of 9-1-1 calls and/or "In-Progress" calls, County shall utilize all necessary equipment, support and operational functions of the MRDC.

1.03 County shall be responsible for all costs associated with the operation and maintenance of MRDC and the equipment located there, and shall be solely responsible for the operation and management of the MRDC.

1.04 The City, and collectively the AGENCIES, shall be responsible for the operation of the Temporary Dispatch Center. Utilizing City resources, the City shall provide its own IT Network and Spillman support at the Temporary Dispatch Center beyond the internet connection provided by the County to the City for the Virtual Private Network ("VPN") connection to the City Network. The City shall be responsible for payment of any costs of preparation of the dispatch equipment for use by City, including any electrical, communications, and/or technology, as well as any repair needed to the equipment as a result of the City's use of the equipment beyond normal wear and tear.

ARTICLE II, PERSONNEL

2.01 The County shall determine necessary personnel levels so as to provide services by the MRDC under the terms of this Agreement. Personnel requirements shall be based on industry standards. Both parties agree and acknowledge that all services to be provided under this Agreement shall be performed by properly trained, and where applicable, certified personnel. The MRDC dispatch personnel shall at all times be employees of the County and the sole responsibility of the County.

2.02 City shall be solely responsible for staffing the personnel at the Temporary Dispatch Center. Personnel operating the Temporary Dispatch Center shall be, and at all times throughout the term of this Agreement shall remain, employees of City, and shall possess such training and credentials so as to function and operate applicable dispatch equipment knowledgeably and independently in order to provide dispatch services in a proficient and competent manner. No joint employer relationship is intended, and none is created, between City and County under this Agreement.

3. ARTICLE III, RADIO DISPATCH

3.01. MRDC will make every attempt not to interrupt transmissions or pre-empt a call from the Temporary Dispatch Center or an individual AGENCY when dispatching a call that is an emergency incident call.

3.02. MRDC will make the initial radio dispatch and appropriate updates until the Temporary Dispatch Center assumes responsibility for dispatch of the emergency incident. Once responders are on scene with the Temporary Dispatch Center, the Temporary Dispatch Center will take over and assume control of the radio incident. MRDC will no longer be involved in, or responsible for monitoring, the call. Temporary Dispatch Center will ensure Responders understand to advise the Temporary Dispatch Center when they are on scene, and not MRDC or MONTROSE SO.

3.03 Each dispatch center and particular agency will properly identify their unit and/or dispatch center they are calling. MRDC is more commonly known as MONTROSE SO, and will be using that identifier as a radio ID. The Temporary Dispatch Center will more commonly be known as WCRDC, and will be using WestCO as a radio ID.

3.04 **Audio recordings.** The County shall maintain, for a period of one (1) year, records of all audio calls for services received by the MRDC. Such records may include, but are not limited to, audio records of phone calls and audio recordings of radio communications. AGENCIES shall have access to records and information generated by the MRDC that pertains to each of their own dispatch services. Such records of the MRDC shall be made available at the written request of AGENCIES or an appointed designee.

ARTICLE IV. TERM OF THIS CONTRACT

4.01. The term of this Contract shall commence on January 1, 2016 and continue through March 31, 2016 at 12:00 midnight unless otherwise terminated or renewed pursuant to the provisions contained herein.

ARTICLE V. FEES

5.01. AGENCIES shall pay the amount set forth in this paragraph per day from the effective date of this Agreement to the date the Temporary Dispatch Center assumes dispatch services and responsibility for all AGENCIES calls, other than 9-1-1 calls, and "In-Progress" calls in accordance with the terms of this Agreement, which is occurred January 12, 2016 at the hour of 9:00 a.m. The daily charge is calculated by the percentage the Spillman CAD Billing Report dispatched through MRDC during the 2014 calendar year for each of the AGENCIES as shown on the attached Exhibit A, Dispatch Center Fees, incorporated herein. The breakdown for each AGENCY to this Agreement is as follows:

- a. Montrose Police Department: \$1,477.00 daily
- b. Mountain Village Police Department: \$115.00 daily
- c. Telluride Town Marshall: \$233.00 daily
- d. Telluride Fire Protection District: \$69.00 daily

5.02 On January 12, 2016 beginning at 9:00 a.m., the Temporary Dispatch Center assumed dispatch responsibility for all calls other than 9-1-1 calls and/or "In-Progress" calls to AGENCIES; with such calls remaining the dispatch responsibility of MRDC.

Beginning on that date and time, the primary responding AGENCY shall pay Twenty-Six and No/100 Dollars (\$26.) per 9-1-1 call and/or "In-Progress" per call for calls dispatched through the MRDC. Only the primary responding AGENCY dispatched by MRDC shall be billed and responsible for payment. The primary responding AGENCIES that are dispatched by MRDC to respond are Law, Fire or Emergency Medical Service agencies. MRDC will make the determination as to the appropriate primary responding AGENCY. MRDC will transfer to the Temporary Dispatch Center, as requested, 9-1-1 calls that do not require and emergency incident response. MRDC is responsible for answering all 9-1-1 calls, "In-Progress" calls, and to provide call taking and dispatch services for such calls. All such calls will receive required action and disposition by MRDC in accordance with the Association of Public Safety Communication Officials ("APCO") and the National Emergency Numbers Association ("NENA") guidelines and MRDC Standard Operating Procedures ("SOP's").

5.03 Montrose County shall send an invoice at the first of each month to each AGENCY for the amount due under this Agreement for the previous month, and for each successive renewal, if any, at the beginning of the term of this Agreement or renewal thereof. MRDC will use the "Spillman Report E-911 Data Report/How Calls Received by (9) 9-1-1" calls report ("Spillman Report") to obtain invoice information. The Spillman Report relies on manual change (adding '(9)') to reflect how the call was received; therefore, MRDC may also manually search and produce a monthly spreadsheet using Spillman CAD data to verify 9-1-1 and "In-Progress" calls answered from the E-911 telephone system.

5.04 AGENCIES shall be responsible for any MRDC additional staff hours needed, over and above that needed for routine MRDC staffing, as a direct result of providing services under this Agreement. Should additional staff hours be needed, County, through the MRDC, will provide AGENCIES with a monthly invoice broken out by date and shift worked, showing the number of additional staff hours needed to provide the dispatch services to AGENCIES agreed to under this Agreement.

ARTICLE VI, RENEWAL

6.01. This Agreement may be renewed for successive quarterly terms by mutual written agreement of the parties hereto. The terms and conditions of any renewal may be renegotiated by the parties. Should AGENCIES desire to renew this Agreement for additional quarterly terms, each AGENCY shall notify County in writing a minimum of twenty-one (21) days in advance of the date of termination of this Agreement.

6.02. In the event that this Agreement is renewed pursuant to this Art. VI, the terms, conditions and amount of the Fees may be renegotiated for each subsequent renewal term.

ARTICLE VII, TERMINATION

7.01. Any AGENCY or Montrose County that desires to terminate its participation in this Agreement may terminate its individual participation in this Agreement, or any renewal thereof, by delivering a minimum of fifteen (15) days advance written notice during the term of this Agreement to the other parties in accordance with the Notice provisions in Article X, §10.09. Any such termination notice shall be provided no less than fifteen (15) days prior to the termination date of this Agreement, or the termination date of any renewal hereof. Such termination date shall not exceed the termination date of this Agreement, or any renewal. In such an event, in the interest of health, safety and welfare of the public, MRDC will continue to provide dispatch services to AGENCIES or any terminating AGENCY for 9-1-1 and "In-Progress" calls for a period not to exceed sixty (60) days beyond the termination date. AGENCY or AGENCIES will continue to be responsible for payment of dispatch services provided by the MRDC for such calls in accordance with Art. V above for the period of time MRDC continues to provide dispatch services.

The parties may mutually agree to terminate this Agreement at any time.

ARTICLE VIII, INDEMNIFICATION

8.01 AGENCIES and Montrose County agree, to the extent permitted by applicable laws, statutes and constitutional provisions, including TABOR provisions contained in Article X, Section 20 of the Colorado Constitution, and Article 77 of Title 24, C.R.S. to indemnify, save, and hold harmless the other, as well as its officers, employees, and elected and public officials, from and against all liability, claims and demands, whether seen or unforeseen, on account of injury, loss, or damage which arise out of a third party claim or claims connected with this Agreement and which are caused in whole or in part by its own act, omission, error, or negligence, or by that of its officers, employees, agents or representatives. Nothing in the Agreement shall be construed to be an admission of fault or liability, and nothing herein shall limit the defenses and immunities legally available to each party as against the other party or others. No party shall be considered to be the agent or representative of any other party.

ARTICLE IX. INSURANCE

9.01 **General Liability.** City shall keep in force during the duration of this Agreement, and any renewals, at its own expense, a policy of Comprehensive General Liability insurance with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000.) each occurrence and TWO MILLION DOLLARS (\$2,000,000.) aggregate. The policy will include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), personal property, blanket contractual, fire, and independent contractors. The policy will contain a severability of interests provision.

9.02 **Workers Compensation.** City shall maintain during the term of this Agreement and any renewals, Workers Compensation insurance to cover obligations imposed by applicable laws for any City employee engaged in the performance of work under this

Agreement, and a policy of Employers Liability insurance. Workers Compensation shall have the coverage limits required by statute. Employers Liability shall have coverage limits of ONE MILLION DOLLARS (\$1,000,000.). City shall provide City with evidence of such coverage contemporaneously with the signing of this Agreement.

9.03 City will provide County with Certificates of Insurance for the Comprehensive General Liability insurance endorsing Montrose County as the Certificate Holder and naming Montrose County, its officers and employees as additional insured's. County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The Certificates of Insurance shall be provided to County within seven (7) days following execution of this Agreement. No insured endorsement to the policies required above shall contain any exclusion for bodily injury or property damage arising from any actions or operations of the Temporary Dispatch Center, or from the equipment or other items installed or used by the Temporary Dispatch Center. City shall be solely responsible for any deductible losses under any policy required above.

9.04 The policies shall provide that County will receive notice no less than 30 days prior to cancellation, termination or a material change to the policies. The Certificate of Insurance shall include the following provisions: (1) Insurance carriers shall have no right of recovery or subrogation against the County; (2) Insurance companies issuing the policy or policies shall have no claim against the County for payment of any premiums due or for any assessments under any form of any policy.

9.05 City shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

ARTICLE X, MISCELLANEOUS

10.01. It is understood and agreed that AGENCIES assume no responsibility under this Agreement for the costs of installation of equipment, operations, or management of the MRDC.

10.02. Montrose County shall bear all costs associated with the operation and management of the MRDC.

10.03 It is understood and agreed to by AGENCIES, that the subject dispatch site to be used as the Temporary Dispatch Center is the alternate and back-up site for the MRDC. Should the MRDC need to utilize the Temporary Dispatch Center equipment and site for dispatch services, WCRDC will vacate the Premises upon request of MRDC and/or the Sheriff.

10.04 AGENCIES agree that County shall have access to the Temporary Dispatch Center, common areas and the subject dispatch equipment any at time, twenty-four hours/day, seven days/week during the term of this Agreement, to perform any maintenance, repair, testing or other services needed for, or to, dispatch equipment, or related devices or connections necessary for the operation and function of the equipment; or that may impact County's information technology equipment, MRDC equipment and/or related devices or connections. County will attempt to notify WCRDC in advance of the need to access the Temporary Dispatch Center and/or equipment.

10.05 Montrose County shall keep E-911 Data Reports for the term of this Agreement, and any renewal, for AGENCIES that are parties to this Agreement. Such Spillman E-911 Data Reports and Spillman CAD data shall be used for calculating the Fees for Services for renewal of this Agreement, if any; with the understanding that City owns and administers Spillman CAD and the reports and data contained therein.

10.06 MRDC will provide support for any hardware for the four (4) computers and two (2) telephone desk sets housed at the EOC Dispatch Center that is to be used by the Temporary Dispatch Center to provide dispatch services under this Agreement. AGENCIES understand and agree that the dispatch equipment located in the Premises is used. The equipment is fully operational and functioning as of January 1, 2016; however, MRDC and County make no promise or guarantee of its continued operation or function. MRDC will provide certain support and maintenance for the Motorola Gold Elite radio system dispatch consoles located at the EOC. Should the equipment become non-functioning, MRDC will make good faith efforts to secure radio repair services and necessary replacement parts if available. MRDC makes no guarantee of the support provided due to the age of the equipment that parts will be available, or as to the response time of technicians. No maintenance agreement is applicable to any equipment in the Premises.

10.07 Nothing in this agreement is or shall be construed to be a waiver by any party of the provisions of the Colorado Governmental Immunity Act, as may be amended from time to time (C.R.S. §§24-10-101 *et. seq.*).

10.08 This Agreement is not assignable and may be amended only in writing and with the mutual consent of the parties hereto.

10.09 All notices hereunder shall be made in writing and delivered via regular first class mail, e-mail attachment, or hand-delivery with signed receipt to:

For Montrose County:
 Montrose County Sheriff's Office
 c/o Communications Supervisor
 1200 North Grand Avenue
 Montrose, Colorado 81401

For AGENCIES:

City of Montrose
c/o: Chief Tom Chinn
433 South 1st Street
P.O. Box 790
Montrose, CO 80402

With a copy to:

Andrew Boyko
City of Montrose
433 South 1st Street
P.O. Box 790
Montrose, CO 81402

Town of Mountain Village
c/o Chief Chris Brody
411 Mountain Village Blvd.
Mountain Village, CO 81501

With a copy to:

J. David Reed, Esq.
J. David Reed, P.C.
1047 S. 1st Street
Montrose, CO 81401

Telluride Fire Protection District
c/o Chief John Bennett
P.O. Box 1645
Telluride, CO 81435

With a copy to:

J. David Reed, Esq.
J. David Reed, P.C.
1047 S. 1st Street
Montrose, CO 81401

Telluride Marshall's Office
c/o Chief Jim Kohler
134 Spruce Street
Telluride, CO 81435

With a copy to:

Kevin Geiger, Esq.
113 West Columbia Avenue
P.O. Box 397
Telluride, CO 81435

10.10 This Agreement, including any attachments hereto, as written is intended to be the complete integration of all understandings between the parties as of the time of the execution of this Agreement and no prior or contemporaneous verbal agreements or additions, deletions, or amendments hereto shall have any force or effect whatsoever, unless embodied in a mutually agreed upon written amendment. This Agreement supersedes any prior written agreements executed between any of the parties hereto, including that certain Interim Memorandum of Agreement between City and County effective December 30, 2015.

10.11 Should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

10.12 Nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the Parties hereto, or their respective permitted successors or assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

10.13 Nothing in this Agreement, express or implied, is intended to create an exclusive arrangement between the parties.

10.14 The parties hereto are independent contractors, and nothing contained in this Agreement shall be deemed or construed to create the relationship of a partnership or joint venture or of any association or relationship between the parties, notwithstanding relationships formed by other agreements. The parties acknowledge that they do not have the authority to make and shall not make any representation to any third party, either directly or indirectly, indicating that they have the authority to act for or on behalf of any other party or to obligate any other party to this Agreement in any manner whatsoever.

10.15 Each party to this Agreement has had the opportunity to consult with legal counsel regarding the terms and conditions of this Agreement.

10.16. In the event of a conflict between the parties hereto, or any of them, regarding this Agreement, if the involved parties are unable to resolve the conflict between them, alternative dispute resolution, including mediation, shall be considered in an effort in good faith to resolve the conflict.

10.17 Provision of MRDC dispatch services as set forth in this Agreement to AGENCIES is expressly contingent upon City entering into a formal, detailed lease agreement to lease from County the space in the County EOC that encompasses the dispatch facility to be used by City for the Temporary Dispatch Center. It is anticipated that such lease agreement will be executed by City prior to, or contemporaneously with,

entering into this Agreement. Should such a lease agreement not be entered into between City and County by March 31, 2016, or such lease agreement be terminated for any reason, County's obligations for dispatch services to AGENCIES under this Agreement shall cease. In such an event, AGENCIES shall have sixty (60) days following the date of the Notice of Termination by County to find a replacement dispatch services provider for the dispatch services provided by MRDC under this Agreement.

10.18 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.19 Each person signing this Agreement on behalf of each of the parties affirms and warrants they understand and agree to the terms and conditions set forth in this Agreement; and that he or she has the authority to enter into this Agreement on behalf of their respective party, and has the authority to bind their respective party to all the terms and conditions of this Agreement.

10.20 This Agreement was brought before the respective governing bodies of each of the parties at a public meeting for consideration, and the Agreement was approved by each on the dates of the signatures below.

IN WITNESS HEREOF, the parties hereto have executed this Agreement, effective *nunc pro tunc* January 1, 2016.

**MONTROSE COUNTY BOARD
OF COUNTY COMMISSIONERS**

MONTROSE COUNTY SHERIFF

By: _____
Glen Davis, Chair

Rick Dunlap, Sheriff, Montrose County

Date: _____

ATTEST:

Clerk/Deputy Clerk to the Board
Date: _____

[SEAL]

THE CITY OF MONTROSE COLORADO

David Romero, Mayor on behalf of the Montrose Police Department

ATTEST:

Lisa DelPiccolo, City Clerk
Date:_____

[SEAL]

THE TOWN OF MOUNTAIN VILLAGE

Dan Jensen, Mayor on behalf of the Mountain Police Department

ATTEST:

Town Clerk:

[SEAL]

THE TOWN OF TELLURIDE

Sean Murphy, Mayor on behalf of the Telluride Town Marshall

ATTEST:

Tiffany Kavanaugh, Town Clerk
Date:_____

[SEAL]

THE TELLURIDE FIRE PROTECTION DISTRICT

John Bennett, Chief

ATTEST:

Witness
Title_____

[SEAL]

Date:_____

MONTROSE REGIONAL DISPATCH CENTER 2016 FEES

DRAFT

2016 Projected Budget From Finance Model	\$1,588,367	Labor Expense	\$1,469,997
(LESS) Wages & Benefits of 3 FTEs	(155,901)	Admin Services Charges	\$78,316
(LESS) 50% Employee Benefits	(138,717)	Other Op Expense	\$40,054
		Total	\$1,588,367
2016 Dispatch Users Budget	1,293,749		
(LESS) other Fees and Awards- METSA	0		
2016 BASE USER FEE CHARGES	1,293,749		
FEES COLLECTED from Users	1,293,749		
2016 TOTAL FEES COLLECTED	\$1,293,749		



AGENCY	2014 CAD Billing Report	% USE	2016 BASE FEES --Based on 2016 METSA User Fees FACTOR	2016 METSA AWARD	REVISED 2016 FEES
MCSO	187,024	29.37%	\$379,976		\$379,976
AIRPORT FIRE	13	0.00%	\$26		\$26
WE-PARADOX FIRE/EMS Combined	135	0.02%	\$274		\$274
WE-NUCLA NATURITA FIRE/EMS-Combined	3,227	0.51%	\$6,556		\$6,556
MONTROSE PD	265,435	41.68%	\$539,284		\$539,284
MONTROSE FIRE/EMS-Combined	33,996	5.34%	\$69,070		\$69,070
OLATHE PD	14,818	2.33%	\$30,106		\$30,106
OLATHE FIRE/EMS Combined	2,975	0.47%	\$6,044		\$6,044
LOG HILL FD	80	0.01%	\$163		\$163
OURAY PD	17,858	2.80%	\$36,282		\$36,282
OURAY SO	15,471	2.43%	\$31,432		\$31,432
OURAY FD	151	0.02%	\$307		\$307
OURAY EMS	4,196	0.66%	\$8,525		\$8,525
RIDGWAY MARSHAL	14,363	2.26%	\$29,181		\$29,181
RIDGWAY FD	73	0.01%	\$148		\$148
MTN. VILLAGE PD	20,631	3.24%	\$41,916		\$41,916
TELLURIDE MARSHAL	41,909	6.58%	\$85,146		\$85,146
TELLURIDE FIRE PROTECTION DISTRICT	12,464	1.96%	\$25,323		\$25,323
NATIONAL PARKS	1,963	0.31%	\$3,988		\$3,988
TOTAL ALL AGENCIES:	636,782	100.00%	\$1,293,749	\$0	\$1,293,749
TOTAL - ALL AGENCY FEES, AWARDS					\$1,293,749

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
FOR DISPATCH SERVICES
BETWEEN THE**

**CITY OF MONTROSE
MOUNTAIN VILLAGE POLICE DEPARTMENT
TELLURIDE TOWN MARSHALL
TELLURIDE FIRE PROTECTION DISTRICT
AND THE
COUNTY OF MONTROSE COLORADO**

THIS FIRST AMENDMENT ("First Amendment") TO THAT CERTAIN INTERGOVERNMENTAL AGREEMENT ("IGA" or "Agreement") for Dispatch Services effective the 1st day of January, 2016 between the **County of Montrose**, State of Colorado (hereinafter referred to as ("**County**"), a political subdivision of the State of Colorado and body corporate and politic, through its **Board of County Commissioners**, with administrative offices located at 317 South Second Street, Montrose, Colorado, 81401 and the **Office of the Montrose County Sheriff ("Sheriff's Office")**, a duly elected public official of Montrose County, and the **AGENCIES** consisting of the **City of Montrose** (hereinafter referred to as ("**City**") for the **Montrose Police Department**, a Colorado home rule municipal corporation whose address is 433 South First Street, P.O. Box 1829, Montrose, Colorado 81402 and the **Telluride Regional Radio Users Group ("TRRUG")** which includes the **Mountain Village Police Department, Telluride Town Marshall and Telluride Fire Protection District**, with individual addresses as set forth below; collectively "parties" is hereby amended as set forth below. This First Amendment shall be effective as to each of the parties on the date of their respective signatures.

WHEREAS, pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and Colorado Revised Statute, §§ 29-1-201, *et Seq*, the parties entered into that certain IGA for dispatch services effective January 1, 2016; and

WHEREAS, pursuant to Paragraph 10.08, the IGA may be amended in writing by mutual consent of the parties; and

WHEREAS, **AGENCIES** have informed the County and Sheriff's Office that the Western Colorado Regional Dispatch Center (WestCO) will be fully operational and functionally able to accept and dispatch all calls for services, including 9-1-1 calls for **AGENCIES** as of 06:00 March 23, 2016, with the exception of wireless 9-1-1 calls; and

WHEREAS, pursuant to Paragraph 7.01, any party to the subject IGA may terminate its participation in the IGA by providing fifteen (15) days advance written notice to the other parties, and additionally, the parties may mutually agree to terminate the IGA at any time; and

WHEREAS, the governing bodies of the respective TRRUG agencies have not approved entering into the IGA; and

WHEREAS, County and Sheriff's Office has been informed that the IGA will be on the agenda for the respective TRRUG agencies for their consideration of approval during the week of March 14, 2016 through March 18, 2016; and

WHEREAS, due to the dates the IGA will be on the agenda for the respective TRRUG Agencies governing boards, providing the fifteen (15) days notice of termination as required by Paragraph 7.01 will not be possible by those Agencies before the cut-over date of March 23, 2016 for dispatch services to AGENCIES to the WestCO from the Montrose Regional Dispatch Center (MRDC).

WHEREAS, it is the desire of the parties to transition dispatch services as appropriate from one dispatch center to the other dispatch center as seamlessly as possible for the protection of the health, safety and welfare of the public.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, Montrose County, the Montrose County Sheriff and AGENCIES hereby agree to amend that certain IGA as follows:

1. County has been informed by AGENCIES that the Western Colorado Regional Dispatch Center (WestCO) will be fully operational, and functionally able to provide, all dispatch services 24 hours a day, 7 days per week, on March 23, 2016 at 06:00 hours; therefore, as requested by the AGENCIES, the fifteen (15) day advance written notice of termination required in Article VII - Termination, Paragraph 7.01 is hereby waived by mutual agreement of the parties.

2. All dispatch services provided to AGENCIES by the MRDC will be discontinued on that date and time, with the exception of answering and transfer of 9-1-1 calls originating from wireless (cellular) telephones. MRDC will continue to provide 9-1-1 call answering services limited to wireless 9-1-1 calls until such time as the re-routing of the 9-1-1 calls to WestCO by the wireless service providers is completed, anticipated to be no later than June 2016. It is agreed to between the parties that a separate intergovernmental agreement will be entered into by the parties no later than April 15, 2016 as to the terms, conditions and costs to AGENCIES for the continuation of such service by the MRDC.

3. The MRDC agrees to provide additional knowledgeable and competent dispatch staffing necessary to handle the continued 9-1-1 wireless calls until the re-routing is complete.

4. City is responsible for staffing WestCO with dispatcher personnel needed to provide dispatch services for AGENCIES.

5. It is understood that on occasion, one dispatch center may receive calls needing to be dispatched by the other dispatch center; whether due to jurisdiction or due to contract or other reason. For those calls, the receiving dispatch center will transfer the call to the other dispatch center without delay as soon as initial information from the caller to determine the location, telephone number and nature of the call can be obtained. No call requiring transfer to the other dispatch center will be "held onto" or kept by the dispatch center initially taking the call. The receiving dispatch center is responsible for the call until the call is transferred and received by the other dispatch center.

6. For any 9-1-1 wireless call belonging to WestCO's jurisdiction that is received by MRDC, and unable to be directly transferred to WestCO, such as a 9-1-1 hang-up call; MRDC will obtain call-back information to relay to WestCO. If MRDC is unable to identify the jurisdiction of the caller, MRDC will handle in accordance with MRDC protocols.

7. WestCO is responsible for providing CODE RED public emergency and internal notifications for AGENCIES, as well as other entities that have or may, subscribed for dispatch services provided by WestCO.

8. All other terms and conditions of the IGA shall continue in full force and effect, as applicable, until the IGA is terminated on March 23, 2016 at 06:00 hours in accordance with the terms and conditions set forth in this First Amendment. It is mutually understood that certain terms of the IGA will continue in effect beyond the termination of the IGA, including but not limited to, Article V, Fees that are due and owing the County and Sheriff's Office under the IGA, Article VIII, Indemnification, and this First Amendment.

9. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10. Each person signing this First Amendment on behalf of each of the parties affirms and warrants they understand and agree to the terms and conditions set forth herein; and that he or she has the authority to enter into this First Amendment on behalf of their respective party, and has the authority to bind their respective party to its terms and conditions.

11. This First Amendment was brought before the respective governing bodies of each of the parties at a public meeting for consideration, and was so approved by each on the dates of the signatures below.

IN WITNESS HEREOF, the parties agree to this First Amendment effective as to each one of them on the date of their authorized signature.

**MONTROSE COUNTY BOARD
OF COUNTY COMMISSIONERS**

MONTROSE COUNTY SHERIFF

By: _____
Glen Davis, Chair

Rick Dunlap, Sheriff, Montrose County
Date: _____

ATTEST:

Clerk/Deputy Clerk to the Board
Date: _____

[SEAL]

THE CITY OF MONTROSE COLORADO

David Romero, Mayor on behalf of the Montrose Police Department

ATTEST:

Lisa DelPiccolo, City Clerk
Date: _____

[SEAL]

THE TOWN OF MOUNTAIN VILLAGE

Dan Jensen, Mayor on behalf of the Mountain Police Department

ATTEST:

Town Clerk:

[SEAL]

THE TOWN OF TELLURIDE

Sean Murphy, Mayor on behalf of the Telluride Town Marshall

ATTEST:

Tiffany Kavanaugh, Town Clerk
Date: _____

[SEAL]

THE TELLURIDE FIRE PROTECTION DISTRICT

John Bennett, Chief

ATTEST:

Witness
Title _____

[SEAL]

Date: _____



TOWN OF MOUNTAIN VILLAGE
455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
970-369-6406
970-728-4342 Fax
mvclerk@mtnvillage.org

March 9, 2016

The Honorable Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, D.C. 20426

Re: Petition for Declaratory Order of Tri-State Generation and Transmission Association, Inc., Docket No. EL16-39-000

Dear Ms. Bose:

Recently, Delta Montrose Electric Authority (DMEA)'s power supplier, Tri-State Generation & Transmission, filed a request with the Federal Energy Regulatory Commission (FERC). Tri-State wants FERC to approve a rate penalty on utilities like DMEA when they buy energy from local renewable projects. FERC has already said that DMEA must buy from renewable generation projects per the requirements of the Public Utilities Regulatory Policy Act. Tri-State's new request to FERC would essentially undo FERC's 2015 ruling.

As a government operating near DMEA territory with an interest in further clean energy development, I am writing to strongly oppose Tri-State's request. Adding a rate penalty only makes these important projects harder to develop, hurting opportunities for local economic development, cleaner power sources and consumer rate stability.

Perhaps most worrisome, Tri-State's position slows and prevents the development of clean and low carbon sources of energy that Colorado needs to meet EPA Clean Power Plan goals and reduce the rapid warming of the planet that is harming our tourism industry and the Colorado economy.

Please reject Tri-State's request.

Sincerely,


Daniel Jansen, Mayor

TOWN OF MOUNTAIN VILLAGE
Town Council Regular Meeting
March 16, 2016
2:00 p.m.

During Mountain Village government meetings and forums, there will be an opportunity for the public to speak. If you would like to address the board(s), we ask that you approach the podium, state your name and affiliation, and speak into the microphone. Meetings are filmed and archived and the audio is recorded, so it is necessary to speak loud and clear for the listening audience. If you provide your email address below, we will add you to our distribution list ensuring you will receive timely and important news and information about the Town of Mountain Village. Thank you for your cooperation.

NAME: (PLEASE PRINT!!)

██████████	EMAIL:
STENHAMMEN	EMAIL: TELSKI
FRED BAILLIE	EMAIL: BAILLIE.GREG@GMAIL.COM
SIMLSON	EMAIL: jsche@mtvillage.org
Jeremy Fox	EMAIL: jeremy@smva.com
BILL RILEY	EMAIL: BRILEY@SMVA-COOP
Brad Zepushki	EMAIL: brad@smva.com
JEFF BADGER	EMAIL: SIAMTALAY@AOL.COM
Tim Royer	EMAIL: jamer@royer.org
Rube Fehall	EMAIL: Rube@smva.com
Anton Benitez	EMAIL:
Jim Link	EMAIL: jlink@scup.com
JACK SIBOLD	EMAIL: JACKSIBOLD@MAC.COM
Bob Justis	EMAIL: ryjustis@yahoo.com
P. MITCHELL	EMAIL:
Christina Meilander	EMAIL:
Jaquie Kennick	EMAIL:
Susan Johnston	EMAIL:
Deanna Drew	EMAIL:
Kim Montgomery	EMAIL:
Jim Mahoney	EMAIL:
David Reed	EMAIL:
Dave Bangert	EMAIL:
Jim Lolbe	EMAIL:
Glen Van Nimwegen	EMAIL:

WEST REGION WILDFIRE COUNCIL

Town of Mountain Village- March 16, 2016



West Region Wildfire Council

WRWC...*promoting wildfire preparedness, prevention and mitigation education in west central Colorado.*

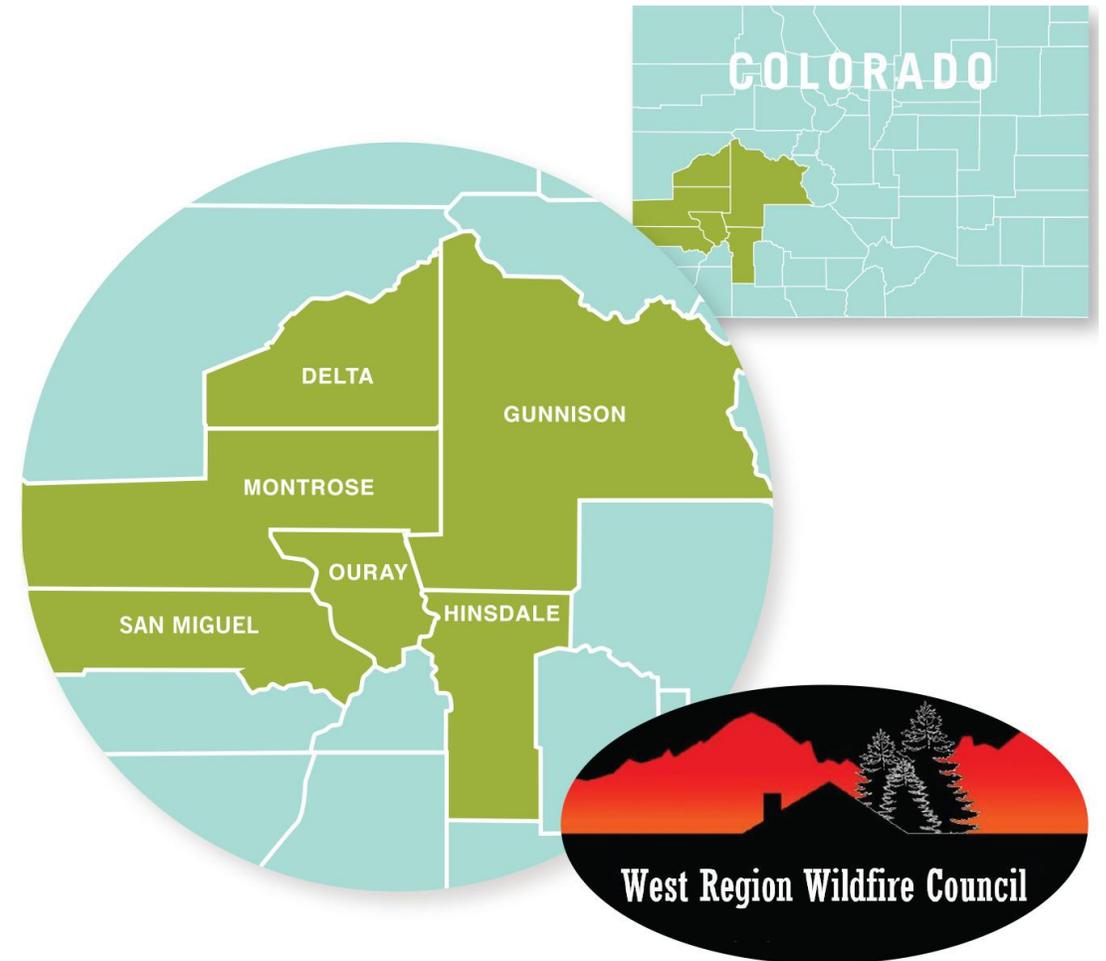
As a collaborative regional focal point for wildfire related information, the West Region Wildfire Council:

EDUCATES homeowners about wildfire risk and promotes activities that help communities and homeowners **increase fire adaptedness.**

PROMOTES wildfire risk reduction through community **preparedness and planning.**

PROVIDES funding to assist landowners with **hazardous fuels reduction projects** and defensible space.

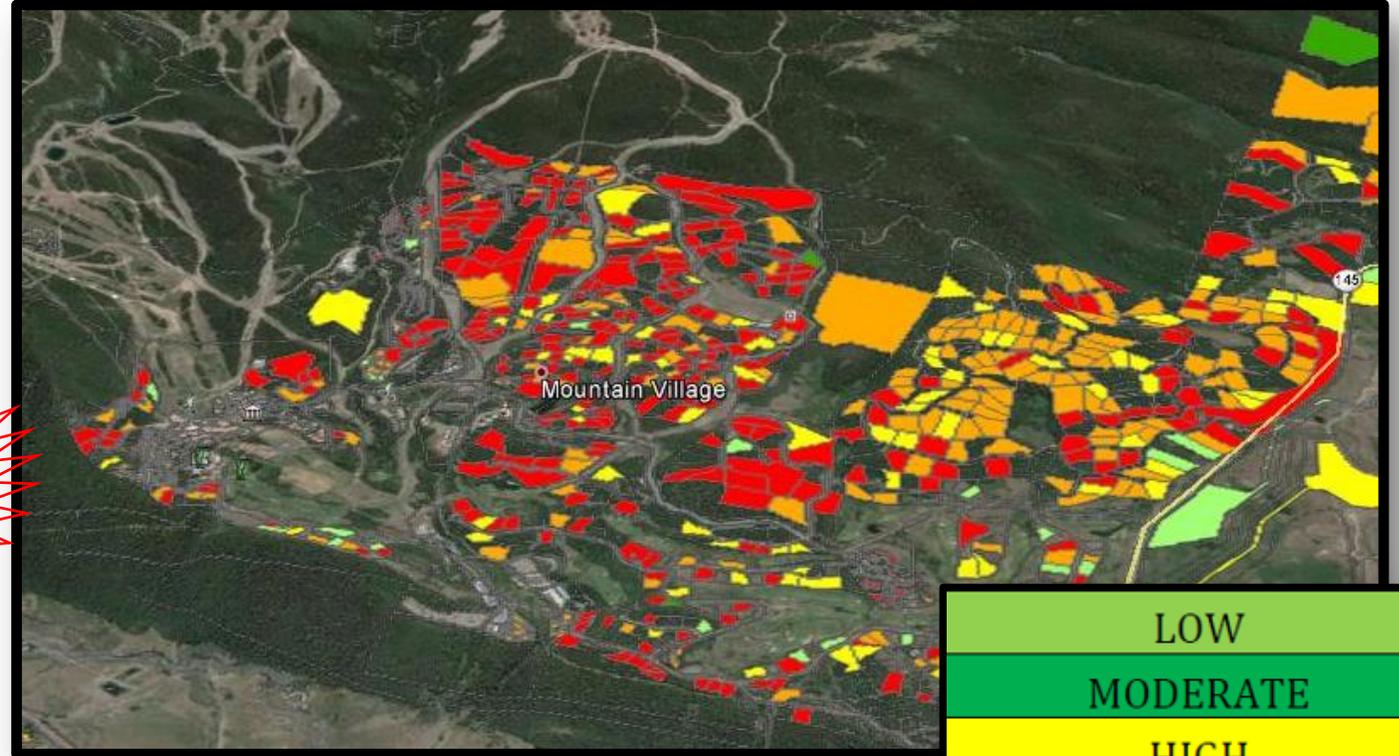
SUPPORTS cooperator efforts to **collaboratively achieve** common wildfire related objectives.



PARCEL LEVEL RISK ASSESSMENT

1. Posted, reflective address
2. Two or more roads in/out?
3. Driveway width
4. Distance to dangerous topography
5. Background fuel
6. Slope
7. Defensible space
8. Roofing material
9. Building exterior
10. Location of other combustibles
11. Decking & fencing

718 homes
assessed in
Mtn. Village

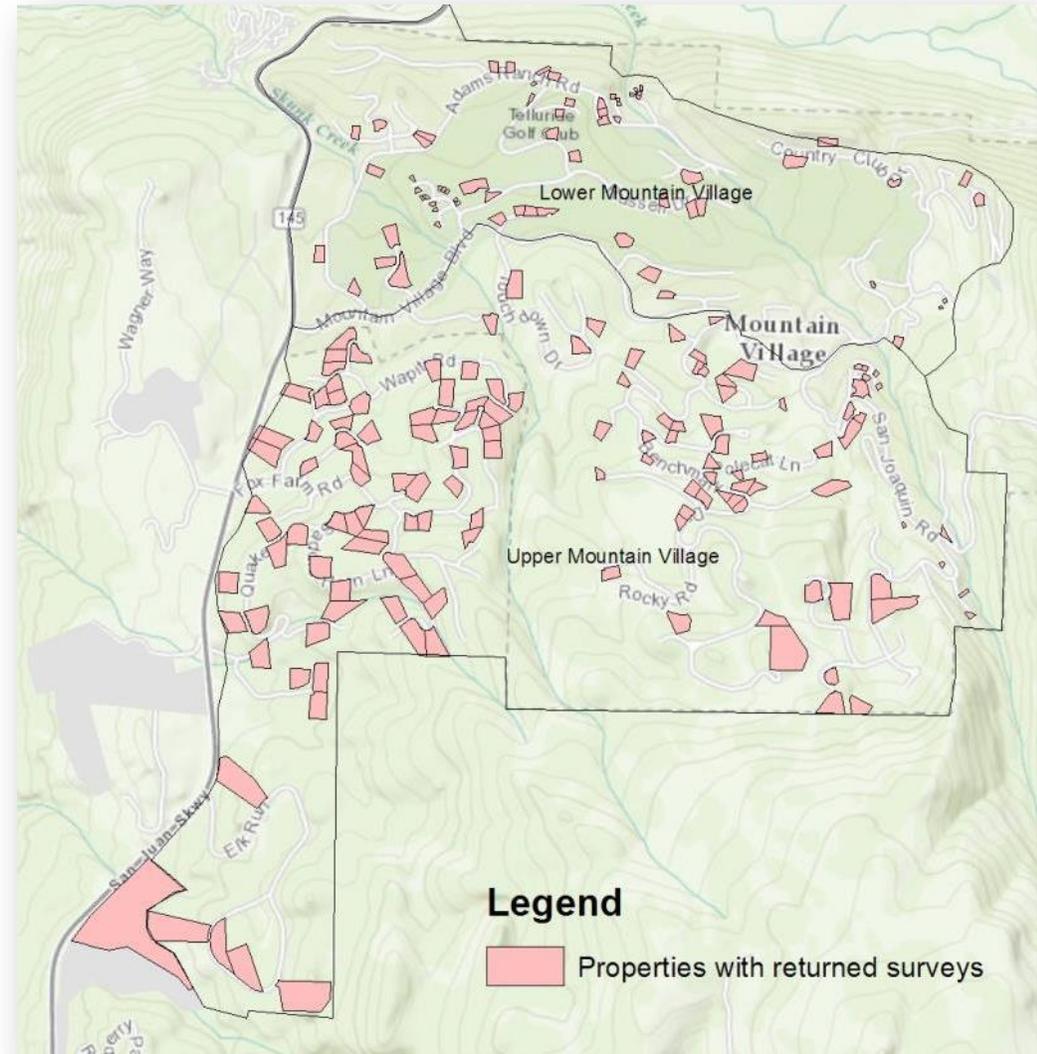
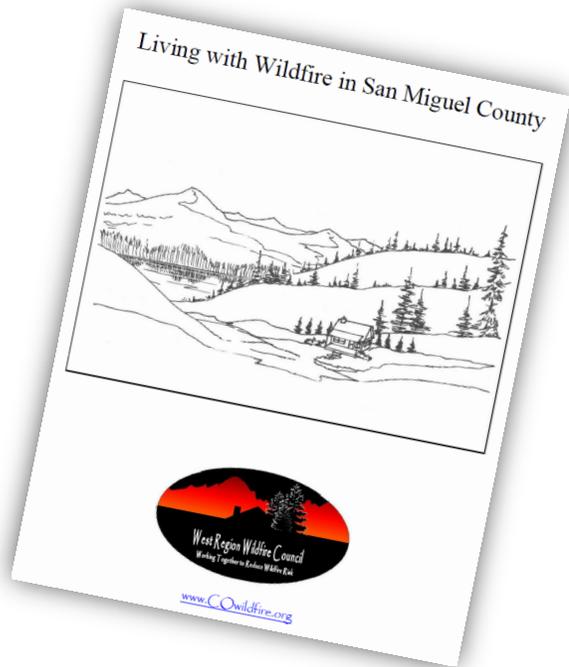


**Elements are weighted*

HOMEOWNER SURVEYS



- Wildfire risk awareness
- Wildfire experience
- Risk assessment attributes
- Neighboring properties
- Information sources, attitudes
- Cost share, barriers, incentives
- Risk preferences
- Demographics

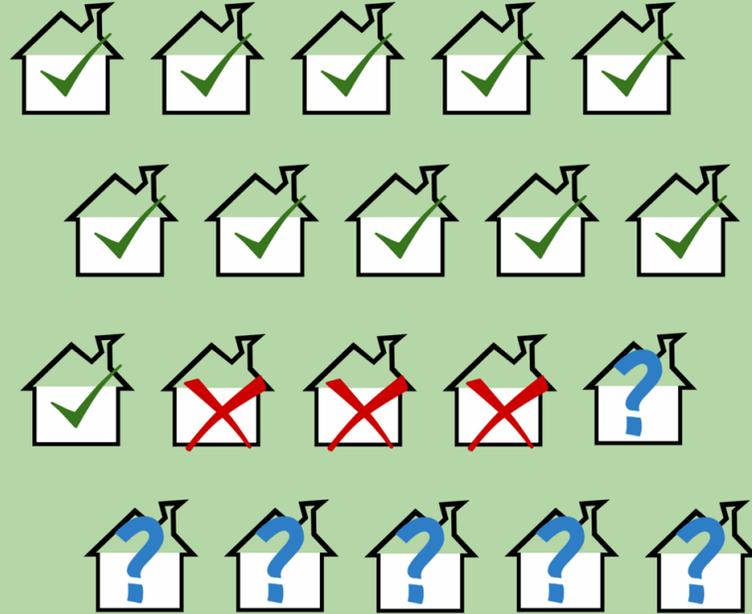


TOWN OF MOUNTAIN VILLAGE RESULTS

...YOUR CONSTITUENTS

We asked:

Do you think the fire department would save your home in a wildfire?



57% said 'yes, likely',

14% said 'not likely' and 29% said 'I don't know!'



What about the TOMV?



63%

Unsure about the effect of wildfire risk on homeowners insurance.



57%

Expect physical damage to their home if a wildfire reaches their property.

Most agree mitigation is effective and would be willing to remove trees.



77%

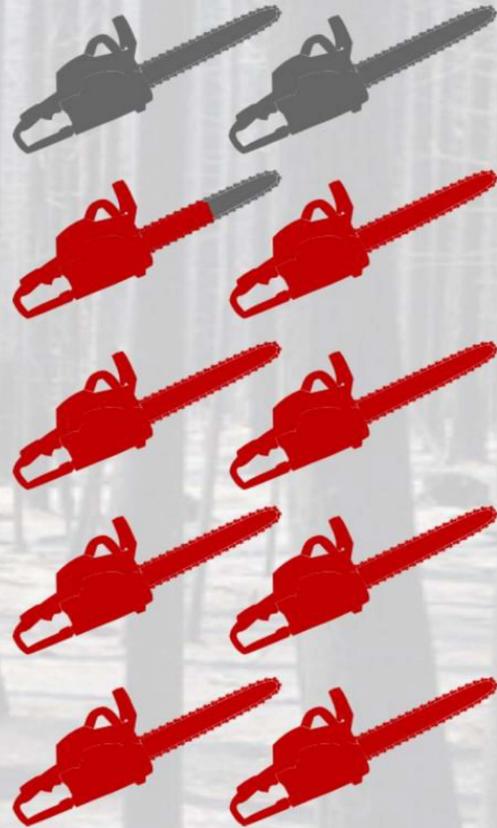
Said specific information on what needs to be done would encourage them to reduce their risk.



43%

Said financial assistance would encourage them to do mitigation.

TOMV Residents are Willing to Remove Trees...



77%

Would be willing to remove trees to reduce wildfire risk.



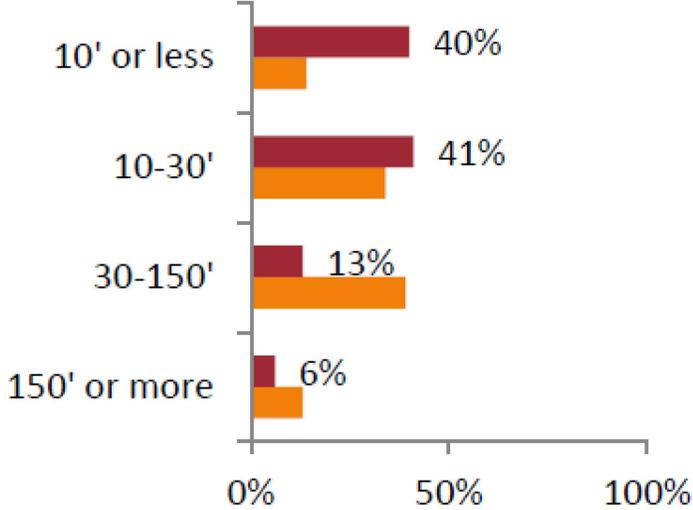
46%

Viewed HOA restrictions on cutting trees as a barrier to reducing wildfire risk.

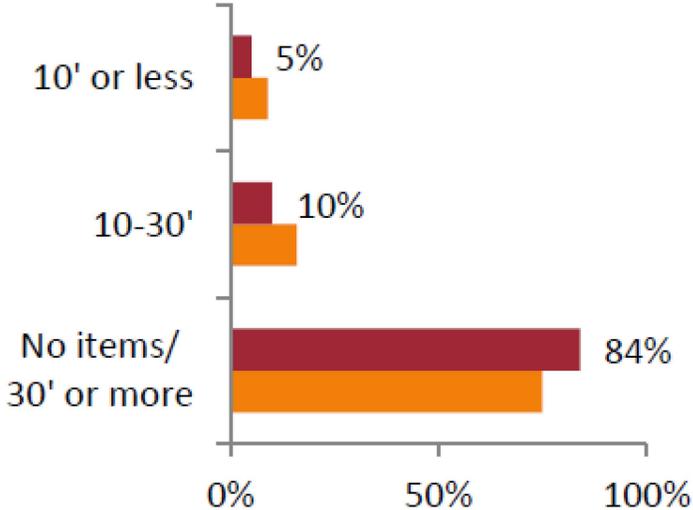
...YOUR CONSTITUENTS



Defensible space (vegetation)



Distance to other combustibles



©WRWC and WiRē, 2014 Telluride FPD:
Town of Mountain Village

■ Assessment ■ Survey Responses



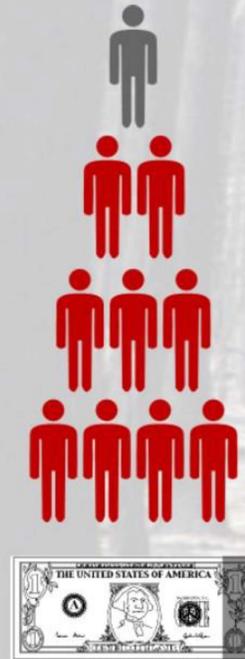
To Share or Not To Share?



10/90 Cost Share
32%



50/50 Cost Share
75%



90/10 Cost Share
87%

COMING TO TOMV

- Targeted postcard mailing
 - Specific information about wildfire risk (Low-Extreme)
 - Individualized websites with information about what homeowners can do to reduce their risk
 - Invitation to the Community Wildfire Forum
- Community Wildfire Forum
June 3rd
- Defensible Space Incentive Program



WRWC recently assessed the wildfire risk of individual homes in your area. Homes were rated low to extreme.

YOU

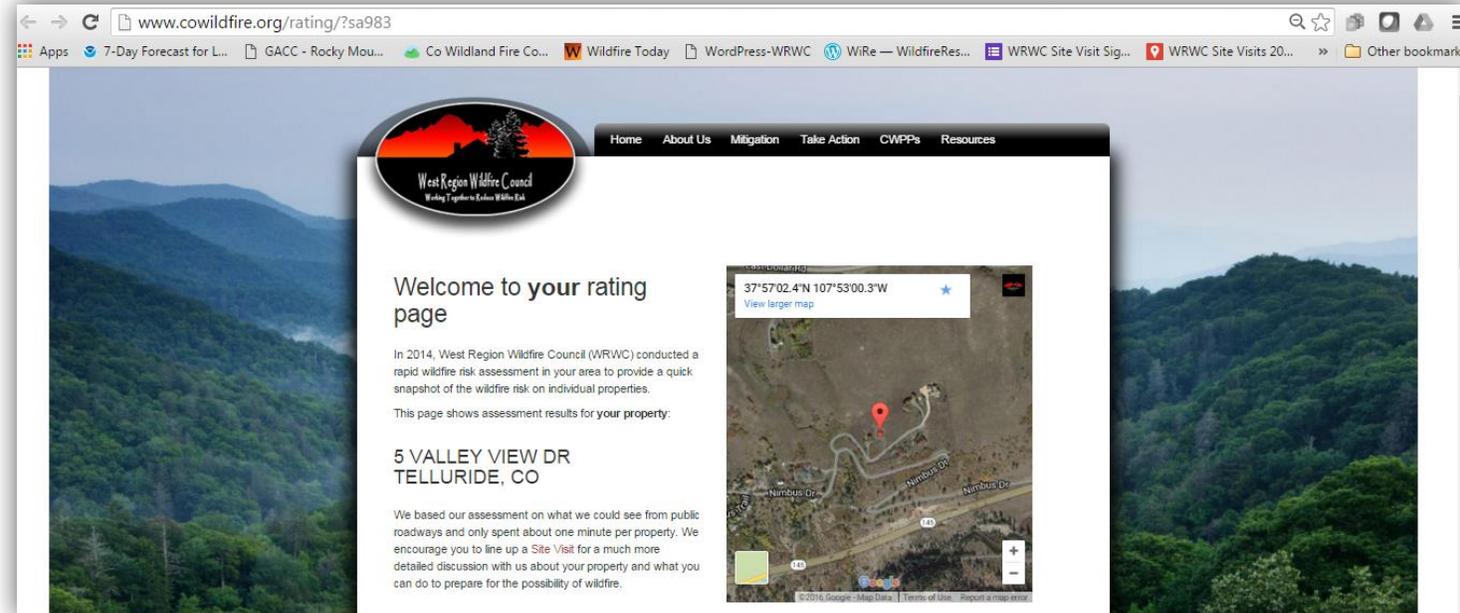
LOW MODERATE HIGH VERY HIGH EXTREME

To learn more about **YOUR** property's risk and what you can do about it:

- Visit a website specific to **YOUR** home: www.COwildfire.org/rating/VTX12
- Attend the Mtn. Village Community Wildfire Forum on June 3rd 10-12pm
- Contact the West Region Wildfire Council (970)615-7300

NON-PROFIT
U.S. POSTAGE
PAID
DURANGO, CO
PERMIT NO. 449

Smokey Bear
123 Gondola Drive
Telluride, CO 81435



QUESTIONS?

Lilia Colter Falk

Director

(970) 615-7300



COwildfire.org



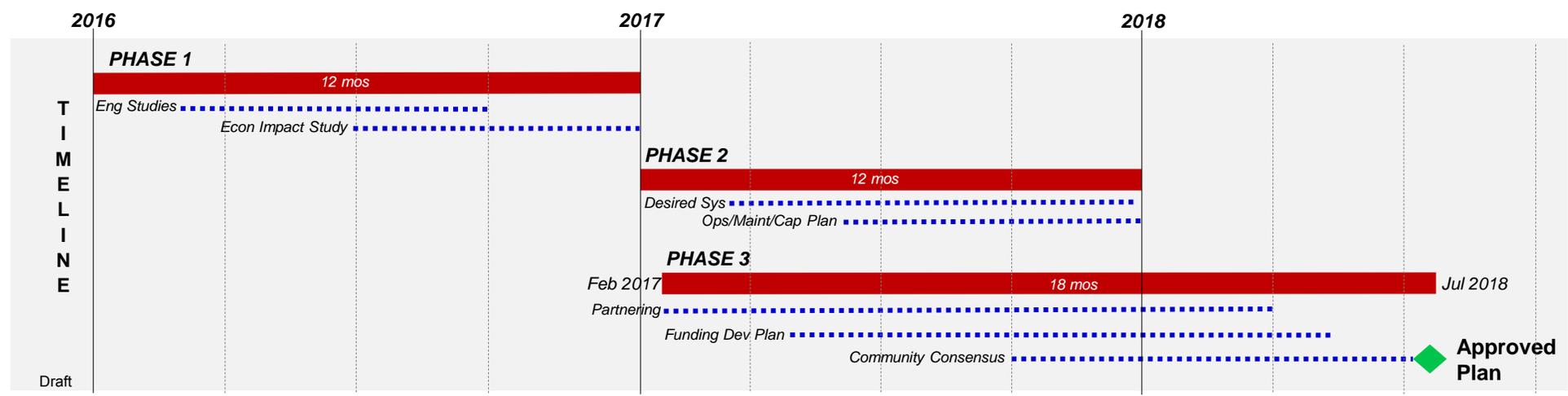
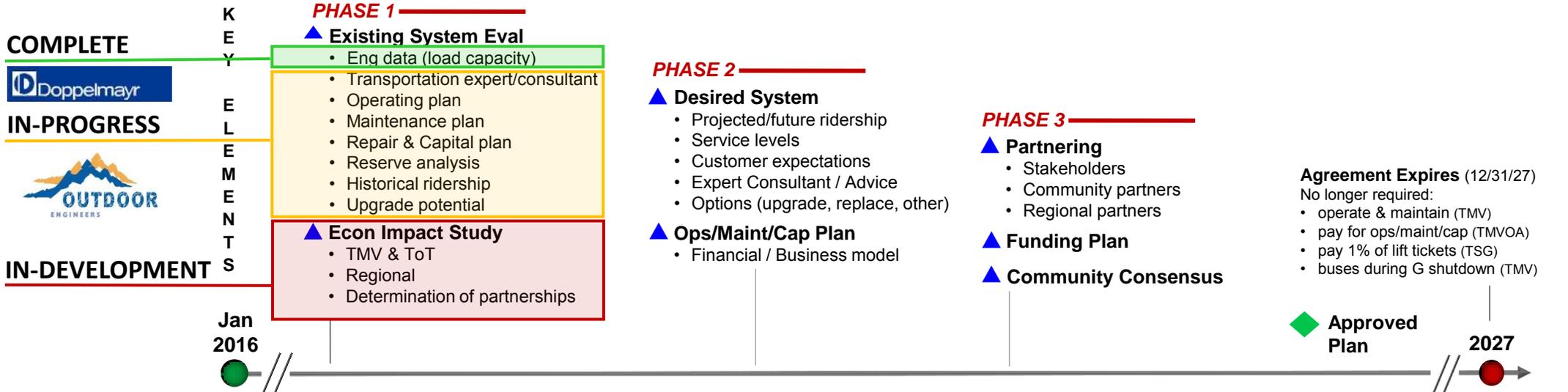
Wildfireresearch.wordpress.com

3/16

**MV Town
Council**

Roadmap: Gondola Planning

PRESENT SITUATION	FINANCIAL OBLIGATIONS	BONDS: 2015-2032	TSG FUNDING: 2016-2027	OTHER INFORMATION
	SYSTEM BUDGET: 2015-2027 (TMVOA) \$57M est. ◀ \$7M Capital \$50M Ops & Maint	\$3.5M ◀ \$0.07M TMV \$1.02M TMVOA \$2.43M TSG	1% ◀ of total lift ticket sales (gross revenue)	GONDOLA RIDERSHIP Annually: +2,000,000 people Winter: +1,000,000 Summer: +1,000,000



Overarching Objectives

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

Population & Growth
Tourist / Visitation
Seasonal trends & demands
Ridership trends & uses
Comp Plan
Area expansion & improvements
Economic Impacts & Modeling

- Spending (retail, restaurant, F&B)

Strength of brand / recognition



Phase 1

Phase 1 – Existing System Evaluation => Condition Report			
Item	Task	Scope of work	Deliverables
1	Collect available data	Coordinate with TMV, TMVOA and TSG Collect all available documents in regard to Gondola and Chondola such as: <ul style="list-style-type: none"> • Drawings • Procedures • O&M manuals • O&M history (log book) • Budgets • Historical Ridership • Existing studies • Master plan • Etc. 	N/A
2	Review existing system conditions	Overall status quo condition will be evaluated by <ol style="list-style-type: none"> a) onsite visit of Technician <ul style="list-style-type: none"> • Technician will go through the complete system • Question and discuss operating and maintenance personnel • Look through maintenance log books b) engineering review <ul style="list-style-type: none"> • review of existing design and layout • evaluate system limitations 	Document all those findings, which will be base for the “Condition Report”
3	Review existing O&M	Overall status quo condition will be evaluated by <ul style="list-style-type: none"> • Meet with operating and maintaining personnel • Collect detailed information on how O&M is performed, number of personnel, etc. • Collect item costs such as labor rates, etc. 	Document all those findings, which will be base for the “Condition Report”

Phase 1

4	evaluate collected data and situations	<p>All above collected status quo information will be evaluated, including but not limited to:</p> <ul style="list-style-type: none"> • TMV's long-term Gondola and Chondola plan (capital improvements) • 2009 <u>Parametrics</u> study • Validate <u>Doppelmayr's</u> 2015 Engineering Study (TMV contracted study) 	N/A – evaluation process
5	prepare „Condition Report“	Summarizing all the status quo findings and evaluate those against the system limits	<p>Final “Condition Report” containing:</p> <ul style="list-style-type: none"> • Technical system condition • Repair needs • Life time expectations • System limitations • System options (upgrades, etc.) • O&M operation (including analysis of TMV budget, wages, <u>etc</u>) • O&M recommendations based on existing system and operation
6	prepare list of “lessons learned” from existing operation	Document any items or experiences that were either negative or outstanding positive	<p>“Lessons learned” list. Can be part of the final “Condition Report”, but we recommend to keep it as a separate document.</p>

CONDITIONAL USE PERMIT FOR A PANNING SLUICE AMUSEMENT ON OS-3X IN HERITAGE PLAZA

Project Applicant: Gravity Play
Entertainment, LLC.



Location and Land Uses

- ▣ **Location: Heritage Plaza**
- ▣ **Acres: 2.7**
- ▣ **Zoning: Active Open Space**
- ▣ **Adjacent Land Uses:**

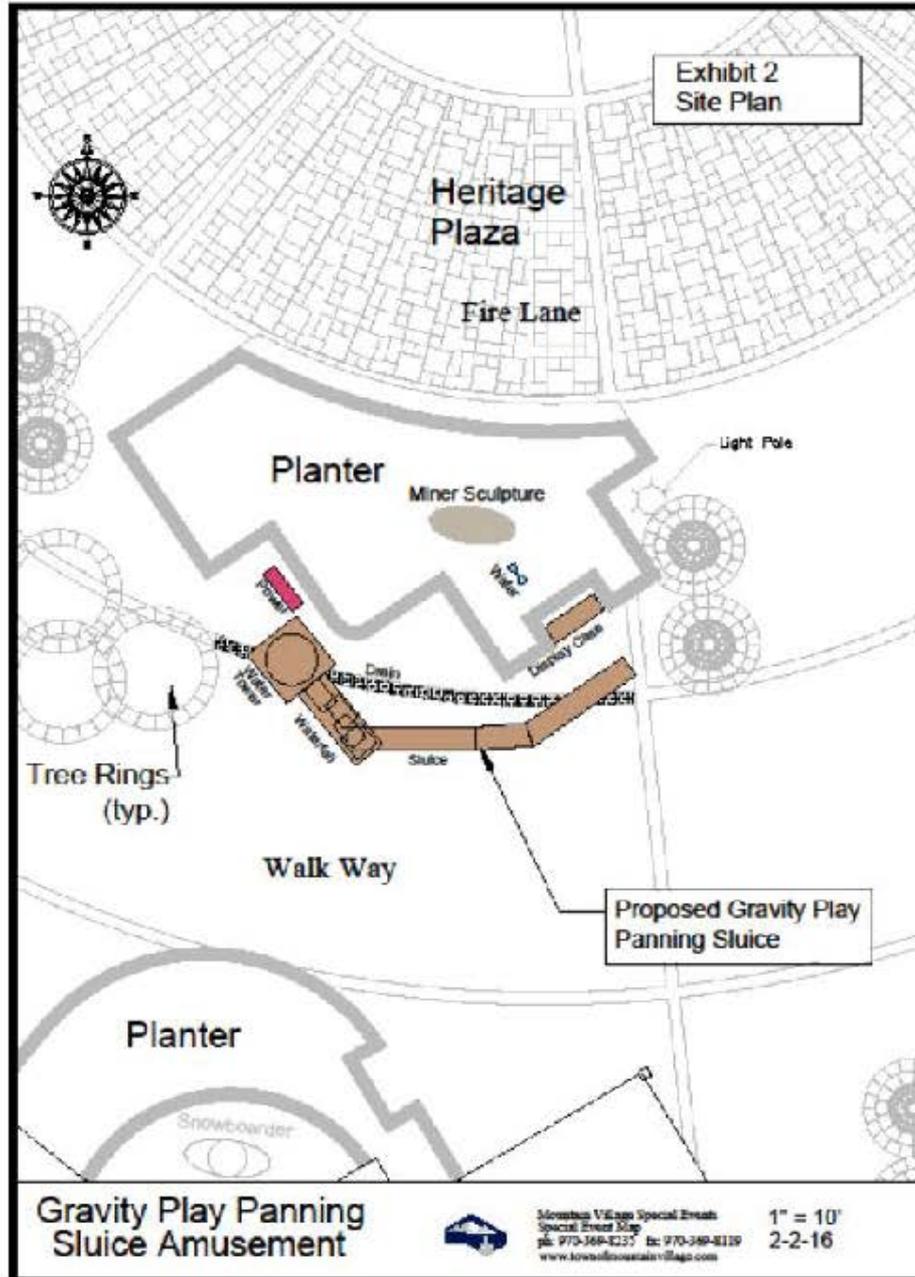
North: Fairmont Heritage Place

South: The Plaza Building

East: Heritage Crossing and Ski Ticket Office/Gondola

West: Hotel Madeline

Site Plan



Water Tower & Waterfall



Panning Sluice



secure top board with sign with 2" screws from top (x 2 each display)

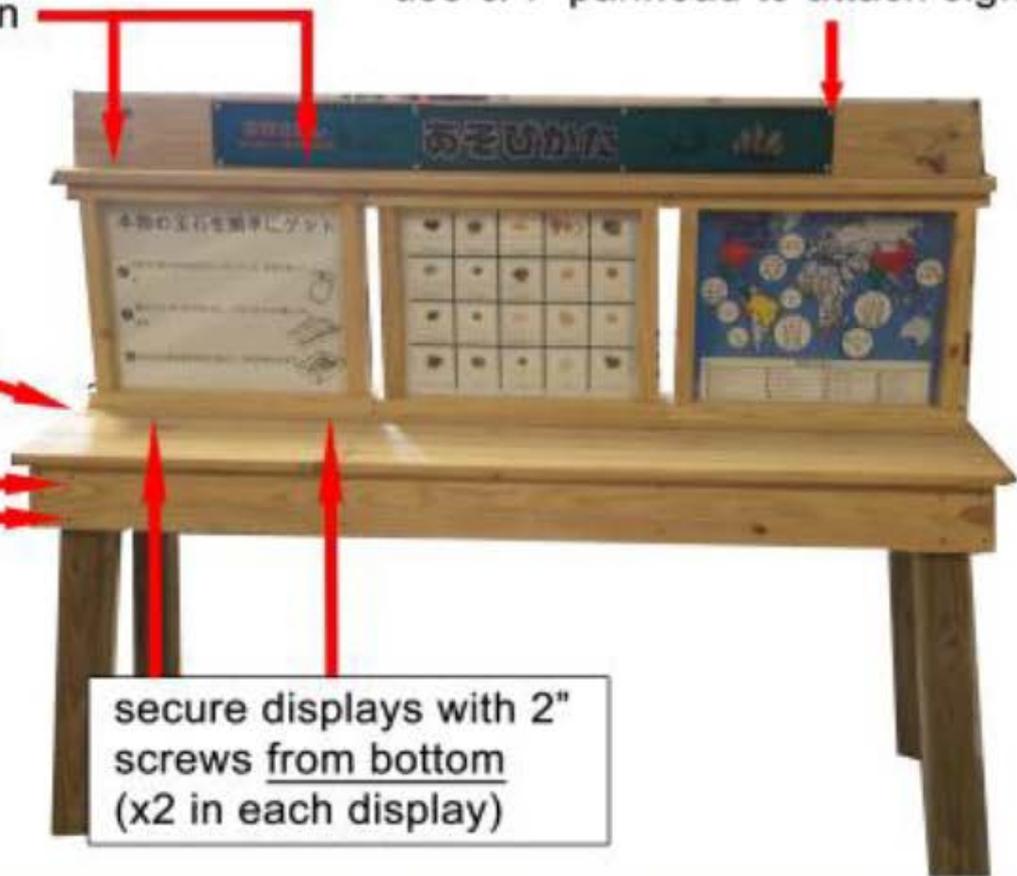
use 3/4" panhead to attach sign x 8

Place displays on second board in

secure table legs with 3" Screws x 4 in each leg both sides

Frame and each leg is on a 5 degree compound angle

secure displays with 2" screws from bottom (x2 in each display)





Add to packet

Dear Town Council Members:

Telluride Foundation ("TF") is being appointed by Town Council as the party with primarily responsibility for the analysis of the 2017 grant applications and proposed grant awards to the grant applicants with the understanding that MV Town Council will have final approval over all distributions.

Meanwhile we have witnessed recently that the very TF requested \$80,000 in grants in for its Venture Accelerator. This considered it is very clear that major conflict exists in this matter.

Appointing and applicant for grants to be the major player in a process that reviews applications, is not a decision that facilitates transparency.

Our town is a town with many employees, and a very large budget. Town of Crested Butte, comparable to our town, has a sizably smaller budget. Argument by our town manager that we don't have the personnel to continue doing what we have been doing to date, seems without merit.

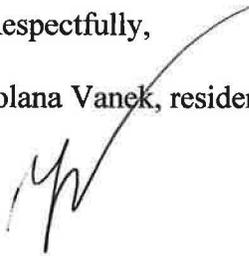
If the town really does not want to deal with grants, it should look to Town of Telluride, or other towns, as to how they deal with the process, keeping it impartial.

We as a town need to stay impartial, and in the last couple of months I have spent large amount of my personal town witnessing our Mayor, and Telluride Foundation vying for relatively large sums of money for their project.

Having the foundation become a sole custodian of the grant process seems not appropriate. Perhaps TMVOA, with its many applicants, and with its deep knowledge of fostering economic growth of town, could help out with the selection of applicants? As TMVOA also receives applications, it almost looks as a duplicate process.

Respectfully,

Jolana Vanek, resident

A handwritten signature in black ink, appearing to be 'J. Vanek', written over a thin, curved line that extends from the left towards the right.

From: Susanne [mailto:suseconnolly@yahoo.com]
Sent: Wednesday, March 16, 2016 9:41 AM
To: Jackie Kennefick
Subject: Agenda Item 22/2017 Grant Process

Dear Jackie:

Please distribute the email below to Town Council and David Reed.

Thanks in advance for your assistance.

Best,

Suse

Dear Town Council Members:

I am opposed to the Telluride Foundation ("TF") being appointed by Town Council as the party with primarily responsibility for the analysis of the 2017 grant applications and proposed grant awards to the grant applicants with the understanding that MV Town Council will have final approval over all distributions. My main concern is that as TF requested \$80,000 in grants in 2015 and received \$30,000 in sponsorship grants in 2016 that there is a clear conflict of interest if TF is appointed as the administrator of the 2017 grant process. It is unethical for TF to both administer the grant process for Mountain Village and receive grants (regardless of the type of grant given) from Mountain Village. Additionally, there is the appearance of impropriety (and the possibility of real impropriety) that arises when one firm both administers the grant process for a government and obtains grants from the same government. TF would be able to easily receive tactical advantages over other grant applicants as TF would have received the other grant applications and would be able to gain insider knowledge during its review. It is simply unfair to the other grant applicants.

Town of Telluride Grant Process:

I propose that MV Town Council utilize both the grant awarding methodology and form of application (with minor modifications for the types of grants to be awarded by MV) prepared by Telluride as both are fair and transparent with the grant process having been tested and refined since its inception in 1999. The Commission for the Arts and Special Events (CCASE) is composed of 8 citizen volunteers appointed by the Telluride Town Council and CCASE is responsible for providing Telluride Town Council with recommend grant amounts for each grant applicant. I have attached copies of the 2016 Telluride grant application and grant guidelines.

A public forum was held in early September 2015 to provide the public with information regarding the grants and the application process with grant applications being due in late September. Each CCASE member specifies a dollar amount he or she wants to award to each grant applicants. Telluride Town Staff eliminates the high and low dollar amounts for each grant applicant and the remaining dollar amounts are averaged for each grant applicant and presented

to Telluride Town Council. Ultimate approval of the grant amounts and the grant recipients rests with Telluride Town Council.

Mountain Village-Proposed Grant Process:

As the awarding of grants is truly a discretionary government function, it would be best if citizen volunteers are allowed to have significant involvement in the grant process, as opposed to allowing one non-governmental entity to have primary responsibility over the distribution of taxpayer funds. While Mountain Village is a small town, it has a very large budget for a town of its size. I have never heard of a government that delegates the grant process to a private organization. By giving a private entity this responsibility, much is lost in the process (transparency, fairness, accountability and a full and open public discussion). While it might have made sense when Mountain Village was first founded to delegate the grant process, it is time for Mountain Village to handle the grant process in a more professional manner. When you take into consideration TF's clear and unwaivable conflict of interest and the appearance of impropriety that arises from allowing a grant recipient to have broad discretion over funds to be given to other grant recipients, it becomes clear that it is no longer appropriate for TF to control the grant process. I am confident that it would be easy to find 8 citizens willing to serve on a grant committee. By having citizen volunteers, Mountain Village would also save money because it would not have to pay any fees to TF.

I understand there are concerns that there is insufficient staffing to oversee the grant process. I would be happy to (i) modify the Telluride grant application to take into account the types of grants to be awarded by MV, (ii) review grant applications for completeness and (iii) handle any other ministerial work requested by Town Council. I am **not** looking to be involved in the actual awarding of the grants but to volunteer my time to assist with the grant applications and grant process so that staffing is not a concern.

Thank you for considering my suggestions.

Respectfully submitted,

Suse

Suse Connolly, Esq.
610 213 7520

ENERGY WISE

YOUR SAN MIGUEL POWER MEMBER NEWSLETTER

IN THIS ISSUE

The Road to More Reliable Power	1	Offices Closed.....	2
Coffee With Your Co-Op	2	Home Weatherization Programs.....	2

**AUGUST
2015**



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www.smpa.com

www.facebook.com/SanMiguelPower

In the event of a power outage, contact your local SMPA office. If it is after hours, you will be able to automatically transfer to our 24-hour dispatch.

QUESTIONS OR COMMENTS

Send your questions or suggestions for the editors of EnergyWise to:

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(970) 626-5549 x212

SAFETY TIP

Use ground fault circuit interrupters (GFCIs) to reduce the risk of shock. GFCIs shut off an electrical circuit when it becomes a shock hazard. They should be installed inside the home in bathrooms, kitchens, garages and basements. All outdoor receptacles should be GFCI protected.

This institution is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W. Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

NOTABLES: The Road to More Reliable Power

8A



Kevin Ritter
SMPA General Manager

A message from your General Manager, Kevin Ritter

When you flip the switch, the light should come on. It's a simple idea, and it's one we often take for granted. However, the challenge of making that dream into a reality is anything but simple. This is especially true when the work of keeping the lights on is impacted by extreme weather, natural disasters or other natural factors. Yet, in the face of these obstacles, San Miguel Power Association (SMPA) is using modern technology and hard work to improve the power grid and increase the reliability of your electric service. SMPA is continually working on this mission. Three projects, in particular, come to mind:

The West End Reliability Project:

In the summer of 2013, lightning struck the transformer at the Nucla substation, cutting power to the West End for nearly 17 hours. In order to get power flowing to the region again, SMPA crews installed an older transformer that had recently been taken out of service due to its age. Members of the West End are still being served by that old transformer. The power is on, but the solution is not permanent. To improve the situation, SMPA has obtained a new transformer. Crews will be installing it later this Summer. While they're at it, they'll upgrade two circuit breakers and associated protective devices that are also outdated. This will give SMPA the ability to keep power flowing during maintenance activities and it will minimize the impact of outages by enabling better communication with the Nucla Power Plant. These activities will require multiple scheduled outages in the outlying areas. Of course, members to be affected will be given advance notice by phone and announcements may be heard on the radio or seen on SMPA's Facebook page (www.facebook.com/SanMiguelPower). A schedule will be finalized soon.

The Telluride Reliability Project:

SMPA serves more than 20 communities, but the greatest loads are in Telluride & the Town of Mountain Village. Surprisingly, these two communities are being served through a single transmission line that has no back up. Because many feel that a new backup transmission line would not be well-suited for the area, SMPA has developed an alternative solution: to back up existing service with additional heavy distribution lines. These lines will strengthen the connection between the Telluride & Sunshine substations allowing their transformers to serve as back-ups for each other. With this system in place, power outages that used to last hours could be over in minutes. Also, the new lines will be primarily buried underground, thereby causing almost no impact to local scenery, but best of all, according to the policies of Tri-State Generation and Transmission, (Tri-State) SMPA's wholesale power provider, a project like this qualifies for assistance. That means that Tri-State will cover half the cost.

SMPA is also planning to install fiber optic lines along with this project that would nearly complete a secondary fiber highway into the Telluride region. While SMPA is not looking to be an internet service provider we understand there is a need for a more robust fiber service to this area. By laying fiber optics cable we can work with local providers to help our members in their quest for improved internet service. Once in place, internet service providers will need to perfect the rights of way for commercial cable use. They would then be able to use this fiber highway for better internet speeds and service.

The Red Mountain Pass Rockslide Repair:

In mid-January of 2014, in the area of the ruby walls on highway 550 near mile marker 99, a



Community Programs

CURRENT NEWS

In this section

2/16/16: Telluride Power Outage Reveals Challenges, Heroism and Gratitude

At 3 pm on Saturday, February 13, an electric power pole in Illium Valley near an old church camp, was struck by a refrigerator-sized rock that tumbled from the canyon wall, approximately 800 feet above. This cut power to most of the Telluride area, including parts of Mountain Village and outlying communities. The areas to the south of the SMPA Sunshine Substation are served by a different section of the line. Therefore, areas such as Ophir and Ames did not lose power.

Crews were immediately dispatched to assess the situation. The pole, which had supported a 69kV transmission line maintained by Tri-State Generation and Transmission (Tri-State) as well as an electric distribution line maintained by San Miguel Power Association (SMPA) was destroyed and would have to be replaced.

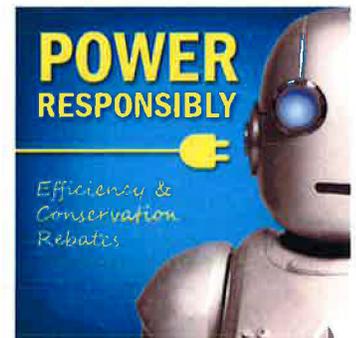
Tri-State and SMPA crews worked through the night clearing a path to the remote site and bringing the equipment needed to replace the downed pole. Crews continued to work into the following morning, safely replacing the pole and re-installing the power lines and components. At 1:20 pm on Sunday, February 14, electric service was restored to the Telluride region.

Teamwork played a big role in the repair. Since the Tri-State transmission line was above the distribution line, it had to be installed first. "The Tri-State guys were on it," said SMPA Journey Line Technician, Scott Davidson. "They didn't slow down, they didn't rest

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and they didn't stop."

As the SMPA distribution line was being transferred to the new pole, SMPA Linemen, Bart Reams and Johnathan Smith also showed their mettle. "Because of the terrain, we couldn't use the bucket truck to get to the new pole," said Davidson, "so those guys had to get in the hooks, (used for pole climbing) and do the whole thing by hand."

No one doubts that the events of this past weekend showed the heroism of the Tri-State and SMPA line crews, but some have questioned the vulnerability of the system in the first place. It is true that the transmission line that was damaged over the weekend is the only line serving the affected areas. They have no backup feed. Due to the difficulty of installing new transmission lines in these areas, SMPA conceived of the Telluride Reliability Project (as mentioned in the membership in the August, 2015 newsletter). The project proposes to utilize heavy distribution lines to serve as the redundant feed. Designs for this project are near completion and will soon enter the permitting process. Once completed, the redundant feed would allow the system to automatically respond to events like the falling rock, greatly reducing the power outage duration.

Throughout the experience, linemen from both Tri-State and SMPA received praise and support from the communities. "Thank you! For your hard work!!!" said Telluride local, Chris Johnson. Resident, Mier McGinness Esch said "Thank you for all your hard work and effort, we appreciate it!! Hugs to all."

SMPA Board Member, Jack Sibold also expressed praise. "I am very proud to be associated with both the San Miguel Power Association linemen and the Tri State Generation and Transmission Company Linemen. This appeared to be a daunting task and these folks were clearly up to it. Bravo!"

2/2/16: Community Solar to Compliment SMPA Efficiency Program

Income-Qualified Households to Benefit

San Miguel Power Association (SMPA) is one of five western slope cooperatives partnering with the Colorado Energy Office and Grid Colorado to expand community solar access to hard-working families throughout the state. SMPA's participation in this pilot program will