

TOWN OF MOUNTAIN VILLAGE
SPECIAL TOWN COUNCIL MEETING
FRIDAY, MAY 1, 2020, 11:00 AM
TO BE HELD REMOTELY VIA ZOOM WEBINAR
AGENDA

<https://zoom.us/j/95093122579?pwd=MWhqc0M5ajJ3U2tzc2tLajZSSnBCQT09>
Password: 477254 (see login details below)

	Time	Min	Presenter	Type	
1.	11:00				Call to Order
2.	11:00	10	Swain	Informational	COVID-19 Revenue Model Update
3.	11:10	10	Loebe Montgomery	Action	Consideration of an Intergovernmental Agreement for Match Sharing and Grant Management Between the Town of Mountain Village, San Miguel County, and the San Miguel Authority for Regional Transportation for the Purpose of Planning and Engineering a Bicycle and Pedestrian Underpass at State Highway 145 Between Mountain Village and Lawson Hill
4.	11:20	10	Dohnal	Informational	Business Development Advisory Committee Update (BDAC)
5.	11:30	20	Montgomery Broady Katz	Informational	Potential Facility Operations Resulting from May 2nd , 2020 San Miguel County Order
6.	11:50				Adjourn

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Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799

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Please note that times are approximate and subject to change.

SJ

4/28/20

Public Comment Policy:

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

April 30, 2020

Agenda Item 2

TO: Mayor Benitez and the Town of Mountain Village Town Council

FROM: Kevin Swain, Finance Director

RE: A re-forecasting of the 2020 revenue budget in light of the COVID – 19 pandemic emergency

Staff continues to monitor and apply actual results to the re-forecasting of the revenue budget model as data becomes available. Those updated tables from the model are attached. The current modeling now estimated for April and May indicates the Town will be in the significant impact range in each of those months. This is a preliminary result with data for big ticket items like Sales Tax and Property Taxes still not collected or estimable for those periods.

The model was also adjusted for March where we had double counted a sales tax deferral from February that was paid last week with March taxes and counted that way. March remains in the major impact range after the correction. There are approximately 80 sales tax reports remaining open from February and March. Many will be zero filers but there are active businesses that have not yet filed and have a tax liability. Those will be due without penalty on May 20th.

A material adjustment was also put into the forecast for May applying the actual rents for VCA which are essentially at 100% with four hardship applications being approved for payment plans on a 50% deferral for May rents. Continued rent performance at or near this level has not been yet been entered in the model beyond May but there is a historical context that indicates those more muted expectations may be overstated at this point.

TMV Revenue Assumptions and Projections

Outlook	0	January	February	March	April	May	June	July	August	September	October	November	December	Total
Increase/Shortfall Percentage of Budgeted Revenue		12.24%	-7.67%	-22.20%	-16.77%	-12.20%	-28.73%	-32.57%	-34.05%	-34.17%	0.25%	0.23%	-0.69%	-14.60%
Expected Percentage of Budgeted Revenue		112.24%	92.33%	77.80%	83.23%	87.80%	71.27%	67.43%	65.95%	65.83%	100.25%	100.23%	99.31%	85.40%
	2020 Adopted Budget													
Actual (Jan & Feb) / Budget														
Property Taxes	4,338,491	93,953	1,322,806	397,711	1,483,535	265,713	467,572	191,016	37,418	40,193	5,198	33,376	-	4,338,491
Sales Tax	5,115,836	696,739	708,941	917,059	91,803	90,905	344,746	486,893	383,448	388,605	157,851	109,571	739,275	5,115,836
Other Taxes	639,400	53,283	53,283	53,283	53,283	53,283	53,283	53,283	53,283	53,283	53,283	53,283	53,283	639,400
Licenses & Permits	339,828	28,319	28,319	28,319	28,319	28,319	28,319	28,319	28,319	28,319	28,319	28,319	28,319	339,828
Intergovernmental	565,671	47,139	47,139	47,139	47,139	47,139	47,139	47,139	47,139	47,139	47,139	47,139	47,139	565,671
Charges for Services	250,458	20,872	20,872	20,872	20,872	20,872	20,872	20,872	20,872	20,872	20,872	20,872	20,872	250,458
Fines & Forfeits	11,841	987	987	987	987	987	987	987	987	987	987	987	987	11,841
Investment Income	100,001	19,579	17,242	6,318	6,318	6,318	6,318	6,318	6,318	6,318	6,318	6,318	6,318	100,001
Miscellaneous Revenues	63,618	5,302	5,302	5,302	5,302	5,302	5,302	5,302	5,302	5,302	5,302	5,302	5,302	63,618
Contributions	43,438	2,194	16,160	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	43,438
Parking Revenues	468,118	41,644	43,454	47,075	16,295	7,242	142,212	54,318	28,969	28,969	14,485	1,811	41,644	468,118
VCA Rent Revenues	2,262,740	188,562	188,562	188,562	188,562	188,562	188,562	188,562	188,562	188,562	188,562	188,562	188,562	2,262,740
VCA Other Revenues	93,850	7,821	7,821	7,821	7,821	7,821	7,821	7,821	7,821	7,821	7,821	7,821	7,821	93,850
Child Development Fund	584,563	94,130	44,130	61,630	39,130	39,130	39,130	39,130	39,130	39,130	71,630	39,130	39,130	584,563
Water & Sewer	3,188,661	269,888	244,888	244,888	244,888	244,888	244,888	244,888	244,888	244,888	244,888	394,888	319,888	3,188,661
Broadband	2,080,778	189,351	183,108	181,028	168,543	162,301	168,543	178,947	174,785	174,785	164,381	160,220	170,624	2,080,778
Historical & Tourism	3,032,854	252,738	252,738	252,738	252,738	252,738	252,738	252,738	252,738	252,738	252,738	252,738	252,738	3,032,854
Total Budgeted Revenues	23,180,146	2,012,500	3,185,752	2,463,240	2,658,043	1,424,028	2,020,940	1,809,040	1,526,649	1,530,420	1,272,282	1,352,844	1,924,409	23,180,146
Property Taxes	4,338,491	341,132	1,064,494	359,643	1,483,535	265,713	467,572	191,016	37,418	40,193	5,198	33,376	-	4,289,290
Sales Tax	5,115,836	742,373	748,007	506,631	36,721	27,272	103,424	146,068	115,034	116,582	157,851	109,571	739,275	3,548,808
Other Taxes	639,400	4,352	6,765	7,325	26,642	26,642	26,642	26,642	26,642	26,642	53,283	53,283	53,283	338,142
Licenses & Permits	339,828	10,342	11,102	10,600	-	14,160	14,160	14,160	14,160	14,160	28,319	28,319	28,319	187,799
Intergovernmental	565,671	28,752	81,744	34,376	4,869	47,139	47,139	47,139	47,139	47,139	47,139	47,139	30,641	510,356
Charges for Services	250,458	1,221	5,157	7,457	4,426	10,436	10,436	10,436	10,436	10,436	20,872	20,872	20,872	133,054
Fines & Forfeits	11,841	-	560	1,225	245	493	493	493	493	493	987	987	987	7,457
Investment Income	100,001	19,579	17,242	27,186	24,868	9,477	9,477	9,477	9,477	9,477	9,477	9,477	9,477	164,691
Miscellaneous Revenues	63,618	8,093	10,139	11,474	2,651	2,651	2,651	2,651	2,651	2,651	5,302	5,302	5,302	61,515
Contributions	43,438	2,194	16,160	1,464	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	42,394
Parking Revenues	468,118	64,044	45,647	21,634	-	5,432	27,159	40,738	21,727	21,727	14,485	1,811	41,644	306,047
VCA Rent Revenues	2,262,740	191,426	191,792	194,824	-	190,750	75,425	65,997	56,569	56,569	188,562	188,562	188,562	1,589,036
VCA Other Revenues	93,850	19,313	13,154	7,096	3,672	3,910	3,910	3,910	3,910	3,910	7,821	7,821	7,821	86,250
Child Development Fund	584,563	91,489	50,205	60,338	-	-	-	-	-	-	71,630	39,130	39,130	351,923
Water & Sewer	3,188,661	290,066	230,950	226,137	217,843	244,888	244,888	244,888	244,888	244,888	244,888	394,888	319,888	3,149,103
Broadband	2,080,778	191,653	195,442	186,294	151,689	146,071	151,689	161,052	161,052	157,307	164,381	160,220	170,624	1,997,473
Historical & Tourism	3,032,854	252,738	252,738	252,738	252,738	252,738	252,738	252,738	252,738	252,738	252,738	252,738	252,738	3,032,856
Total Projected/Actual Revenues	23,180,146	2,258,768	2,941,297	1,916,442	2,212,407	1,250,279	1,440,311	1,219,914	1,006,843	1,007,419	1,275,441	1,356,003	1,911,070	19,796,194
Difference	-	246,268	(244,454)	(546,798)	(445,636)	(173,748)	(580,629)	(589,127)	(519,806)	(523,000)	3,159	3,159	(13,340)	(3,383,953)

TMV Revenue Assumptions and Projections

Scenario Switch	0	January	February	March	April	May	June	July	August	September	October	November	December	Total
Actual (Jan, Feb, & Mar) / Budget														
Property Taxes	93,953	1,322,806	397,711	1,483,535	265,713	467,572	191,016	37,418	40,193	5,198	33,376	-	4,338,491	
Sales Tax	696,739	708,941	917,059	91,803	90,905	344,746	486,893	383,448	388,605	157,851	109,571	739,275	5,115,836	
Other Taxes	53,283	53,283	53,283	53,283	53,283	53,283	53,283	53,283	53,283	53,283	53,283	53,283	639,400	
Licenses & Permits	28,319	28,319	28,319	28,319	28,319	28,319	28,319	28,319	28,319	28,319	28,319	28,319	339,828	
Intergovernmental	47,139	47,139	47,139	47,139	47,139	47,139	47,139	47,139	47,139	47,139	47,139	47,139	565,671	
Charges for Services	20,872	20,872	20,872	20,872	20,872	20,872	20,872	20,872	20,872	20,872	20,872	20,872	250,458	
Fines & Forfeits	987	987	987	987	987	987	987	987	987	987	987	987	11,841	
Investment Income	19,579	17,242	6,318	6,318	6,318	6,318	6,318	6,318	6,318	6,318	6,318	6,318	100,001	
Miscellaneous Revenues	5,302	5,302	5,302	5,302	5,302	5,302	5,302	5,302	5,302	5,302	5,302	5,302	63,618	
Contributions	2,194	16,160	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	43,438	
Parking Revenues	41,644	43,454	47,075	16,295	7,242	142,212	54,318	28,969	28,969	14,485	1,811	41,644	468,118	
VCA Rent Revenues	188,562	188,562	188,562	188,562	188,562	188,562	188,562	188,562	188,562	188,562	188,562	188,562	2,262,740	
VCA Other Revenues	7,821	7,821	7,821	7,821	7,821	7,821	7,821	7,821	7,821	7,821	7,821	7,821	93,850	
Child Development Fund	94,130	44,130	61,630	39,130	39,130	39,130	39,130	39,130	39,130	39,130	71,630	39,130	584,563	
Water & Sewer	269,888	244,888	244,888	244,888	244,888	244,888	244,888	244,888	244,888	244,888	244,888	394,888	3,188,661	
Broadband	189,351	183,108	181,028	168,543	162,301	168,543	178,947	178,947	174,785	164,381	160,220	170,624	2,080,778	
Historical & Tourism	252,738	252,738	252,738	252,738	252,738	252,738	252,738	252,738	252,738	252,738	252,738	252,738	3,032,854	
Total Budgeted Revenues	2,012,500	3,185,752	2,463,240	2,658,043	1,424,028	2,020,940	1,809,041	1,526,649	1,530,420	1,272,282	1,352,844	1,924,409	23,180,146	

Projected/Actual Totals														
Property Taxes	341,132	1,064,494	359,643	1,483,535	265,713	467,572	191,016	37,418	40,193	5,198	33,376	-	4,289,290	
Sales Tax	742,373	748,007	506,631	36,721	27,272	103,424	146,068	115,034	116,582	157,851	109,571	739,275	3,548,808	
Other Taxes	4,352	6,765	7,325	26,642	26,642	26,642	26,642	26,642	26,642	53,283	53,283	53,283	338,142	
Licenses & Permits	10,342	11,102	10,600	-	14,160	14,160	14,160	14,160	14,160	28,319	28,319	28,319	187,799	
Intergovernmental	28,752	81,744	34,376	4,869	47,139	47,139	47,139	47,139	47,139	47,139	47,139	47,139	510,356	
Charges for Services	1,221	5,157	7,457	4,426	10,436	10,436	10,436	10,436	10,436	20,872	20,872	20,872	133,054	
Fines & Forfeits	-	560	1,225	245	493	493	493	493	493	987	987	987	7,457	
Investment Income	19,579	17,242	27,186	24,868	9,477	9,477	9,477	9,477	9,477	9,477	9,477	9,477	164,691	
Miscellaneous Revenues	8,093	10,139	11,474	2,651	2,651	2,651	2,651	2,651	2,651	5,302	5,302	5,302	61,515	
Contributions	2,194	16,160	1,464	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	42,394	
Parking Revenues	64,044	45,647	21,634	-	5,432	27,159	40,738	21,727	21,727	14,485	1,811	41,644	306,047	
VCA Rent Revenues	191,426	191,792	194,824	-	190,750	75,425	65,997	56,569	56,569	188,562	188,562	188,562	1,589,036	
VCA Other Revenues	19,313	13,154	7,096	3,672	3,910	3,910	3,910	3,910	3,910	7,821	7,821	7,821	86,250	
Child Development Fund	91,489	50,205	60,338	-	-	-	-	-	-	71,630	39,130	39,130	351,923	
Water & Sewer	290,066	230,950	226,137	217,843	244,888	244,888	244,888	244,888	244,888	244,888	244,888	319,888	3,149,103	
Broadband	191,653	195,442	186,294	151,689	146,071	151,689	161,052	161,052	157,307	164,381	160,220	170,624	1,997,473	
Historical & Tourism	252,738	252,738	252,738	252,738	252,738	252,738	252,738	252,738	252,738	252,738	252,738	252,738	3,032,854	
Total	2,258,768	2,941,297	1,916,442	2,212,407	1,250,279	1,440,311	1,219,914	1,006,843	1,007,419	1,275,441	1,356,003	1,911,070	19,796,192	

Budget Variance	246,268	(244,455)	(546,798)	(445,636)	(173,749)	(580,629)	(589,127)	(519,807)	(523,000)	3,159	3,159	(13,340)	(3,383,955)
Variance Analytic	112.24%	92.33%	77.80%	83.23%	87.80%	71.27%	67.43%	65.95%	65.83%	100.25%	100.23%	99.31%	85.40%
Shortfall Analytic	12.24%	-7.67%	-22.20%	-16.77%	-12.20%	-28.73%	-32.57%	-34.05%	-34.17%	0.25%	0.23%	-0.69%	-14.60%

* Emergency Levels:
 Minus 0% - 12% Normal
 Minus 13% - 18% Significant
 Minus 19% - 25% Major
 Minus 26%+ Critical

 =>88% Normal
 >82-88% Significant
 75%-82% Major
 <75% Critical

Scenario 1 Social Distancing until Sept 30 (Switch = 0)	January	February	March	April	May	June	July	August	September	October	November	December
Property Taxes	363.09%	80.47%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Sales Tax	106.08%	97.25%	75.00%	40.00%	30.00%	30.00%	30.00%	30.00%	30.00%	100.00%	100.00%	100.00%
Other Taxes	8.17%	12.70%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	100.00%	100.00%	100.00%
Licenses & Permits	36.52%	39.20%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	100.00%	100.00%	100.00%
Intergovernmental	60.99%	173.41%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	65.00%
Charges for Services	5.85%	24.71%	50.00%	100.00%	100.00%	100.00%						
Fines & Forfeits	0.00%	0.00%	100.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	100.00%	100.00%	100.00%
Investment Income	100.00%	100.00%	150.00%									
Miscellaneous Revenues	152.65%	191.25%	50.00%	100.00%	100.00%	100.00%						
Contributions	100.00%											
Parking Revenues	153.79%	105.05%	43.17%	0.00%	75.00%	19.10%	75.00%	75.00%	75.00%	100.00%	100.00%	100.00%
VCA Rent Revenues	101.52%	101.71%	103.30%	0.00%	50.00%	40.00%	35.00%	30.00%	30.00%	100.00%	100.00%	100.00%
VCA Other Revenues	246.94%	168.19%	90.73%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	100.00%	100.00%	100.00%
Child Development Fund	97.19%	113.77%	97.90%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%	100.00%
Water & Sewer	107.48%	94.31%	92.30%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Broadband	101.22%	106.74%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	100.00%	100.00%	100.00%

Scenario 2 Social Distancing Until December 31 (Switch = 1)	January	February	March	April	May	June	July	August	September	October	November	December
Property Taxes	363.09%	80.47%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Sales Tax	106.08%	97.25%	75.00%	40.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%
Other Taxes	8.17%	12.70%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
Licenses & Permits	36.52%	39.20%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
Intergovernmental	60.99%	173.41%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	65.00%
Charges for Services	5.85%	24.71%	50.00%									
Fines & Forfeits	0.00%	0.00%	100.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
Investment Income	100.00%	100.00%	150.00%									
Miscellaneous Revenues	152.65%	191.25%	50.00%	100.00%	100.00%	100.00%						
Contributions	100.00%											
Parking Revenues	153.79%	105.05%	43.17%	0.00%	75.00%	19.10%	75.00%	75.00%	75.00%	100.00%	100.00%	100.00%
VCA Rent Revenues	101.52%	101.71%	103.30%	0.00%								

COVID19/Recession Plan

Actions:

SIGNIFICANT: A projected or unbudgeted reduction in revenues or reserves between 12% and 18%

1. Defer a significant number of capital projects
2. Reduce capital budget by \$4,352,000
3. Reduce non-critical maintenance and repairs (staff will define and detail)
4. Require strong justification for large purchases over \$5,000. Expenditures are approved via budget but any potential purchases over this amount require Town Manager approval before an order is placed
5. Eliminate expenditures related to travel, meetings, and discretionary training
6. Review all Critical Staff designations and implement changes, as needed
7. Eliminate temporary, contract, and part-time employees
8. Institute hiring freeze on all but essential safety positions, upon Council review (Specifically, no creation of new positions, no refilling positions with turnover unless health and safety related, no hiring or recruiting for potential summer positions)
9. Furlough, leave of absence or termination of any non-critical staff
10. Continue to provide health insurance premium coverage to retain employees on a leave of absence for a future return to work
11. Defer salary increases beyond what was implemented in first quarter 2020
12. Consider implementing employee cost reduction policies, such as a reduction in 401K matches; lower the 401K contribution

Seasonal employees (non-critical)

- Employees were paid through March 31st and are eligible to apply for unemployment benefits + \$600/month stimulus through July 31st
- End of season bonuses will be paid on their April 17th paycheck (does not affect unemployment: bonuses are based on hours already worked and not considered additional pay)
- Employees are eligible to be rehired when the summer season ramp up begins (TBD)

Non-critical employees

- Leave of absence- Continue health insurance benefits
- Employees use PTO through April 11th, then two weeks of town-paid leave (EPSLA); then apply for unemployment benefits + \$600/month stimulus through July 31st and continue health insurance benefits
- Leave of absence employees may choose to get paid out their PTO or retain their PTO during the leave of absence

Necessary employees

- Continue to work regular/reduced hours as on the proposed spreadsheet
 - Use PTO if not working regular hours
- Continue health insurance benefits

Critical employees

- Continue to work regular/reduced hours as on the proposed spreadsheet
 - Use PTO if not working regular hours
- Continue health insurance benefits
- Gondola Ops/maintenance – use PTO, return to work TBD as determined by Town Council and TMVOA per County order). Use town-paid leave (EPSLA) to get up to 80 hours.

MAJOR: A projected or unbudgeted reduction in revenues or reserves between 19% and 25%

1. Further reduce capital expenditures and any non-essential expenditures throughout the budget including consideration of deferring maintenance
2. Continued hiring freeze as defined above
3. Continue to review all Critical Staff designations and implement changes
4. Implement a reduction-in-force strategy such that only critical employees remain full time and necessary staff are reduced hours or furloughed unless they can re-tasked to other programs

5. Consider continuing to provide health insurance premium coverage in an attempt to retain furloughed employees for a future return to work
6. Implement employee cost reduction policies such as a reduction in or elimination of 401K matches
7. Consider temporary reduction in salary, especially for senior staff

Necessary employees

- Leave of absence effective April 12, 2020
- Continue to provide current health insurance benefits; employees continue to pay premiums for dependents
- Eligible for up to two weeks of town-paid leave (EPSLA), then employees receive unemployment benefits + \$600/month stimulus through July 31st.

Critical employees

- Continue to work regular/reduced hours as on the proposed spreadsheet
- Continue current health insurance benefits; employees continue to pay premiums for dependents

CRISIS: A crisis assumes that revenues have decreased in excess of 25% and reserves are being depleted and there is the potential for a deficit

1. Stop all capital projects and purchasing
2. Eliminate programs and services (to be determined)
3. Implement reduction in force to critical staff and furlough necessary staff unless re-tasked to fill other programs
4. Continue hiring freeze as defined above
5. Implement employee cost reduction policies such as elimination of 401K matches
6. Consider further increasing insurance premiums paid by employees
7. Continue to review all Critical Staff designations and implement changes
8. Consider continuing to provide health insurance premium coverage in an attempt to retain furloughed employees for a future return to work (in a crisis situation this may not be feasible)
9. The Finance Director and Town Manager may initiate any of these policies with Direction from the Mayor and the consent of Council. If the economic conditions leading to the implementation of the COVID19/Recession Policy are likely to continue for several years, the cumulative effect of the reduction in revenues or reserves should be considered in determining the appropriate phased response.

Non-critical employees

- Terminate non-critical employees to pay out PTO balance
- Employees receive unemployment benefits + \$600/month stimulus through July 31st.

Necessary Employees

- Employees remain on leave of absence and continue to receive unemployment benefits + \$600 stimulus through July 31st
- Consider continued health insurance coverage:
 - 1) At the same level as current premium is paid by the town
 - 2) continued premium coverage with employee covering 25% (cost reduction: \$30,000)
 - Employee only, 25% = \$167 /month
 - Employee + spouse, 25% = \$339/ month
 - Employee + family, 25% = \$415 / month
 - 3) continued premium coverage with employee covering 50% (cost reduction: \$60,000/ month)
 - Employee only 50% cost = \$333/ month
 - Employee + spouse, 50% cost = \$677/month
 - Employee + family, 50% cost = \$833/ month

Critical Employees

- Regular/ reduced hours
- Continue current health insurance benefits
- Reduce or eliminated 401(K) matches
 - Plan A: decrease match from 9% to 5%
 - Plan B: decrease match from 5% to 2.5%
- OR Eliminate 401(k) match (\$208,000 budget reduction)

- Temporarily reduce salary especially for well compensated staff

DEFINITIONS

Leave of Absence: not working, eligible for health insurance benefits and paid leave

Furloughed: not working, no benefits

Hiring freeze: Specifically, no creation of new positions, no refilling positions with turnover unless health and safety related, no hiring or recruiting for potential summer positions



To: Mayor and Town Council
From: Jim Loebe
For: May 1st, 2020 Town Council Meeting
Date: April 28th, 2020
Re: Consideration of an Intergovernmental Agreement for Match Sharing and Grant Management Between the Town of Mountain Village, San Miguel County, and the San Miguel Authority for Regional Transportation for the Purpose of Planning and Engineering a Bicycle and Pedestrian Underpass at State Highway 145 Between Mountain Village and Lawson Hill

Last fall the Gunnison Valley Transportation Planning Region (GVTPR), in conjunction with the Colorado Department of Transportation (CDOT) released a call for projects to be funded by the State's Multi-Modal Options Fund (MMOF). The MMOF targets projects that enhance non-motorized means of transportation. Multiple local agencies, including the Town, applied for and received awards for projects within their respective jurisdictions.

Prior to submitting their application, SMART approached TMV and San Miguel County with requests to share in the match funding obligation for their Highway 145 underpass between TMV and Lawson Hill planning and engineering project. The total estimated project cost of \$200,000 requires a 50% local match of \$100,000, split between the three parties. Both the TMV Council and County Commissioners indicated that they were favorably disposed to the request should the project be awarded.

With this project being awarded funds and contracting with CDOT in process, SMART is putting agreements in place to secure the local matching funds. Funds totaling \$33,333.33 within the existing parks and recreation budget are available to be used for this agreement.

Proposed Motion:

I move to approve the IGA as drafted.

OR

I move to approve the IGA conditioned upon the following changes:

INTERGOVERNMENTAL AGREEMENT FOR LOCAL MATCH SHARING AND GRANT MANAGEMENT

This **INTERGOVERNMENTAL AGREEMENT FOR LOCAL MATCH SHARING AND GRANT MANAGEMENT** (the “Agreement”) is made and entered into by San Miguel County (“the County”), the Town of Mountain Village (“the Town”), and the San Miguel Authority for Regional Transportation (“SMART”) who have approved and executed this Agreement (the “Participants”) for the purposes set forth below. The Participants agree as follows:

RECITALS:

WHEREAS, pursuant to title 29, article 1, part 2, C.R.S., as amended, 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; and

WHEREAS SMART is legally authorized to provide mass transportation services and to contract with other entities to provide such services pursuant to §43-4-605, C.R.S.; and

WHEREAS, under the 2020 Multi-Modal Options Fund (“MMOF”) offered by the Colorado Department of Transportation (“CDOT”) there is grant funding available to pay a consulting engineer to prepare a design of a proposed bicycle and pedestrian underpass at the Meadows Trail crossing of State Highway 145 (“SH145”) (the” Project”); and

WHEREAS, the Participants agree that SMART shall serve as “Lead Participant” under this Agreement for purposes of applying for the MMOF Grant; and

WHEREAS, under this Agreement, County Staff (Mike Bordogna, San Miguel County Manager) and Town of Mountain Village Staff (Jim Loebe, Transportation and Recreation Director), shall coordinate and assist SMART, as described below, with the MMOF Grant process and the Request For Proposals (“RFP”) process for the funding and selection of the consulting engineer or engineering firm for the Project. If awarded the MMOF Grant, SMART, as Lead Participant, will execute the MMOF Grant Agreement with CDOT for the Project funding, comply with all reporting and filing requirements associated with the MMOF Grant Agreement, and administer and complete the RFP process, in cooperation with the Town and County, in order to select the consulting engineer or engineering firm, prepare, approve and execute a professional services agreement with the selected consulting engineer for the Project, and coordinate and monitor the performance of the Project services by the selected consulting engineer; and

WHEREAS, based on communications with CDOT, the estimated cost for the consulting engineer to prepare a design for the proposed underpass is Two Hundred Thousand and No/100 Dollars (\$200,000.00), with an available award to SMART for this Project by CDOT of MMOF Grant Funds equal to One Hundred Thousand and No/ 100 Dollars (\$100,000.00) and a requirement of local matching funds of One Hundred Thousand and No/100 Dollars (\$100,000.00) (“Local Matching Funds”). Per a March

25th letter from Robert Shanks, Region 5 Off System Engineer for CDOT, the CDOT share of funding for this Project has been confirmed; and

WHEREAS, the Participants anticipate that the combined total of the MMOF Grant Funds and the Local Matching Funds from the Participants will cover the fees and costs of the selected consulting engineer to complete the scope of services for the Project. Even so, the Participants agree, subject to annual appropriations of the Participants, to pay, on a prorated equal share basis, all Project costs authorized and incurred under this Agreement that exceed the total amount of the MMOF Grant Funds and the Local Matching Funds or that are not eligible for reimbursement under the MMOF Grant Funds; and

WHEREAS, the County, SMART and the Town agree to pay for their respective costs (e.g., their own administrative resources, staff time, services provided by and fees and costs charged by the Participant's own engineer(s), attorney(s) or any of their own retained professional consultants and out-of-pocket business expenses) that they directly incur in relation to the Project.; and

WHEREAS, the governing bodies of each of the Participants have determined that there is a need to jointly cooperate and share the related Project costs with the other Participants in order to obtain the MMOF Program Grant funding and to receive the individual and collective benefits of the Project, and the Participants have further determined that jointly undertaking the Project best serves their respective interests; and

WHEREAS, the governing bodies of each of the Participants have taken all necessary actions to approve and enter into this Agreement and to authorize their respective Mayor or Board Chair and Clerk to execute this Agreement on their behalf. This Agreement is authorized and entered into in accordance with applicable State law.

NOW, THEREFORE, in consideration of the mutual agreements, obligations and covenants set forth in this Agreement, and upon the further consideration stated in the foregoing Recitals, it is agreed by the Participants as follows:

Section 1. Incorporation of Recitals. The Participants confirm the statements set forth in the above Recitals and incorporate such recitals herein as integral part of this Agreement.

Section 2. Commencement; Approval and Term of Agreement.

- A. Commencement. This Agreement shall commence at such time as all three Participants have approved and executed their respective signature pages. The "Effective Date" of this Agreement shall be the date on which SMART and all Participants execute their signature pages.
- B. Participation and Approval. Participation in this Agreement is limited to the Participants who join this Agreement on or after the Effective Date by having their governing bodies approve this Agreement and directing the appropriate officer thereof to execute the signature page. After approval, each Participant shall deliver a certified copy of its fully executed approving Resolution and an executed signature page for this Agreement to: David Averill, Executive Director, SMART, PO Box 3140, Telluride, CO 81435.
- C. Term. Unless terminated earlier by the Participants or due to CDOT's denial of the MMOF Grant Funding Application, the term of this Agreement shall continue until all of the

obligations of the Participants below, are fulfilled and completed. This Agreement shall immediately terminate after: (a) the selected consulting engineer has completed its scope of services for the Project, as determined by the Participants, (b) each of the Participants, including but not limited to SMART as Lead Participant have completed all of its obligations under this Agreement, and (c), subject to annual appropriations, SMART, as the Lead Participant, has been fully reimbursed for all costs and expenses related to the Project, as provided in this Agreement.

Section 3. Cooperation. The Participants agree to cooperate and perform their respective obligations regarding the Project as required by this Agreement.

Section 4. Lead Participant; Authority; Support Staff and Consultants.

A. Lead Participant. SMART shall serve as “Lead Participant” for the Project and shall provide periodic written status reports to the other Participants regarding the Project.

B. Authority. SMART, as the Lead Participant, has the following authority:

(i) To coordinate and oversee the Project in a commercially reasonable manner as determined in SMARTs exercise of its judgment and discretion; and

(ii) To stop work on the Project, or any portion of it, in the event of any dispute under this Agreement or under an agreement with any consultant when SMART determines, in the exercise of its judgment and discretion, that a stoppage is reasonable and necessary to protect the financial interests of the Participants.

C. Support Staff and Consultants. SMART Executive Director (David Averill), San Miguel County Staff (County Manager Mike Bordogna) and Town of Mountain Village Staff (Jim Loebe, Transit and Recreation Director), or their designees, will assist with the preparation of all necessary documents and coordinate and assist with the MMOF RFP process for the funding and selection of the consulting engineer or engineering firm to complete the Project.

Section 5. Scope of Project; MMOF Grant; Responsibilities of the Participants. The Participants agree as follows:

A. Scope of Project.

a. **MMOF Grant.** SMART will apply for the MMOF Grant for the benefit of the Participants to pay a consulting engineer to prepare a design plan for a proposed bicycle and pedestrian underpass of SH145 at the Meadows Trail crossing.

i. **Estimated Budget for Project.** The estimated cost for the consulting engineer to prepare the design for the proposed underpass is Two Hundred Thousand and No/100 Dollars (\$200,000.00), with an available award to the Participants for this Project by CDOT of MMOF Grant Funds equal to One Hundred Thousand and No/ 100 Dollars (\$100,000.00) and a requirement of Local Matching Funds of One Hundred Thousand and No/100 Dollars (\$100,000.00). Any additional costs and expenses that exceed the MMOF Grant Funds shall be paid by the Participants in accordance with

the Cost Sharing provision set forth in Section 6. (Cost Sharing of Project Costs and Payment Obligations) below.

b. Scope of Consulting Engineer Services. The consulting engineer or engineering firm shall prepare and deliver a "100 percent" design of the proposed underpass at the Meadows Trail crossing of SH145. The Consulting Engineer Services shall be performed in accordance with the provisions of the RFP document(s) and the professional services agreement for the Project.

c. Modification of Scope. The Participants may, by mutual unanimous agreement, expand or reduce or modify the scope of the Project, by approval and execution of a written addendum to this Agreement approved by the governing bodies of the Participants.

B. Responsibilities of the Participants.

a. Responsibilities of Lead Participant. SMART, as the Lead Participant. SMART has the following responsibilities related to the Project:

- i. Preparation of this Agreement, the template adoption Resolution and the explanatory cover memorandum, and any related correspondence to CDOT;
- ii. Communicate with and transmit to each Participant progress reports regarding status of the Project;
- iii. Preparation and submittal to CDOT of a completed MMOF Grant Application and all other necessary submittals to apply for the MMOF Grant;
- iv. Execution of the MMOF Grant Agreement with CDOT;
- v. Receive, hold, manage, account for and payout the MMOF Grant Funds, for the benefit of the Project, in compliance with the applicable CDOT regulations, state laws and provisions of the MMOF Grant Agreement and this Agreement;
- vi. Comply with all audit, reporting and filing requirements associated with the MMOF Grant Agreement and the MMOF Grant Funds;
- vii. Preparation and issuance of the RFP document(s) for the selection of a consulting engineer or engineering firm in accordance with applicable CDOT regulations and state law;
- viii. Administer the RFP process and assist the Grant Committee with the completion of the RFP process, including the review and evaluation of RFP responses to determine responsive and qualified candidates, preliminary ranking of RFP responses/responsive and qualified candidates, interview(s) of responsive and qualified candidates, preparation of the Grant Committee's written recommendation for selection of the successful consulting engineer or engineering firm;
- ix. Negotiate, prepare, approve and execute a professional services agreement for the selected consulting engineer for the Project, based on the Grant Committee's recommendation;

x. Coordinate and monitor the performance of the Project services by the selected consulting engineer;

xi. Administer and oversee the Project and the expenditure of the MMOF Grant Funds and the Participant Contributions (defined below in subsection b.) and the collection of additional Participant Contributions (if necessary), including coordination of all Project work, approving and making progress payments and final payment to the consulting engineer and any other person eligible to receive MMOF Grant Funds, executing all approved change orders to the Consulting Engineer Services, accounting and invoicing for all of the Project Costs, and the return of any unused, excess portion of the Participant Contributions;

xii. Preparation and delivery of periodic status reports, including fully executed copies of all pertinent agreements and related Project documents. The frequency of the status reports shall be determined by mutual agreement of the Participants, and will be dictated by the progress of the Project; and

xiii. Perform any other tasks or assignments relating to the Project, as agreed upon by unanimous consent of the Participants.

xiv. SMART shall have no authority to incur Project Costs without the authorization of the other Participants.

b. Responsibilities of Participants. Each Participant has the following responsibilities related to the Project, and SMART is included as having these responsibilities unless the context dictates otherwise:

i. Approval of this Agreement and the template adoption Resolution by each Participant's corporate authorities;

ii. Transmit an executed signature page of this Agreement and a certified copy of the fully executed template adoption Resolution to SMART, with a check payable to "SMART" in the amount of Thirty Three Thousand Three Hundred Thirty Three and 33/100 Dollars (\$33,333.33) as the Participant's share of the Local Matching Funds for the MMOF Grant Funds and an additional deposit of funds (equal to Nine Hundred Sixty-Six and 67/100 Dollars (\$966.67)) to cover the shared Project Costs not eligible for reimbursement with MMOF Grant Funds ("Participant Contribution"). Any excess portion of the Participant Contribution that is not used to pay the Project Costs shall be promptly returned to each Participant at the conclusion of the Project;

iii. Promptly comply with the Cost Sharing payment obligations set forth below in Section 6 (Cost Sharing of Project Costs and Payment Obligations) and each of the other responsibilities and provisions contained in this Agreement;

iv. Review and respond to any Project documents (if requested) within ten (10) calendar days after receipt and submit any requested comments, revisions or responses to SMART. If a Participant fails to submit comments, revisions or responses to SMART within the 10-day time period, it will be assumed that the Participant has approved the content of the document(s) without comment, revision or a response; and

- v. Review, execute and return to SMART any Project document(s) that needs to be executed by the Participant within ten (10) calendar days after receipt.

Section 6. Cost Sharing of Project Costs and Payment Obligations.

The Participants shall share on a prorated equal share basis in the payment of all incurred, documented Project Costs (as defined at Page 2 above) as follows:

A. Cost Share Formula. The Participants agree that they are responsible for the payment of their respective share of the Project Costs, with each Participant being obligated to pay one third of the local matching funds for the project.

B. Payment Obligations for Project Costs. Each of the Participants agrees as follows:

a. Payment of the MMOF Grant Funds equal to One Hundred Thousand and No/100 Dollars (\$100,000.00) shall be made by SMART to the consulting engineer for the performance of the Project Engineering Services for the benefit of all of the Participants, subject to CDOT approval and delivery of such MMOF Grant Funds to SMART.

b. Payment of the Local Matching Funds of One Hundred Thousand and No/100 Dollars (\$100,000.00) shall be made by SMART to the consulting engineer for the performance of the Project Engineering Services for the benefit of all of the Participants, subject to CDOT approval and delivery of the initial \$100,000.00 MMOF Grant Funds to SMART, as well as full payment of the Participant Contributions.

c. In the event that the project incurs Documented Project Costs that exceed \$200,000 the parties agree to meet and develop mutually acceptable terms to cover the excess costs in order to ensure project completion Payment by the Participants, on a prorated equal share basis, to SMART upon written invoice with supporting documents of all incurred, documented Project Costs that exceed the total amount of the MMOF Grant Funds, the Local Matching Funds and the Participant Contributions.

d. Payment by the Participants, on a prorated equal share basis, to SMART upon written invoice with supporting documents of any incurred, documented Project Costs that are disallowed or deemed not eligible for reimbursement under the MMOF Grant Funds by CDOT or any other federal or state regulatory oversight agency or federal or state auditor. Note: If any portion of the MMOF Grant Funds paid to the consulting engineer or any other person are disallowed or deemed not eligible for reimbursement under the MMOF Grant Funds by CDOT or any other federal or state regulatory oversight agency or federal or state auditor, and SMART is held liable for the repayment or return of such Funds at any time during the Term of this Agreement or after this Agreement has expired or terminated, the Participants agree that they will still be obligated to pay their prorated equal share of any such approved, incurred, documented Project Costs that are disallowed or deemed not eligible for reimbursement under the MMOF Grant Funds by CDOT or any other federal or state regulatory oversight agency or federal or state auditor.

e. Payments to SMART shall be made upon receipt by each Participant of written invoice(s) with supporting documents of any incurred, documented Project Costs .

C. Payment Schedule for Project Costs. Each of the Participants agrees to directly pay their respective share of the Project Costs under this Agreement, based on itemized invoices with supporting documents, upon receipt. A single invoice shall be sent by SMART to all Participants on a monthly or periodic basis that contains itemized, descriptive task/time entries of the Project Costs incurred for the time period covered by the invoice with an amount payable for each Participant.

D. New Participants; True-Up Fee. As a condition of approving and participating under this Agreement, each new Participant shall be required to pay a prorated share of all Project Costs incurred under this Agreement prior to the date of approval of this Agreement by the new Participant (the “True-Up Fee”) as well as its prorated equal share of all future Project Costs. The True-Up Fee shall be determined by SMART and set forth in a written invoice with supporting documents. Upon payment of its True-Up Fee by the new Participant to SMART, each of the existing Participants shall receive a prorated credit on the next SMART invoice to account for the new Participant’s True-Up Fee.

E. Payments Subject to Annual Appropriations. The obligation of the each Participant to make any payment to SMART or otherwise pursuant to this Agreement shall be subject to the annual appropriations of the Participants governing body. In the event any Participants governing body does not appropriate the funds necessary for any payment required of such Participant pursuant to this Agreement such Participant shall be entitled to terminate their participation in this Agreement and have no further obligations to the other parties hereto. Notwithstanding the foregoing, each participant represents that they have appropriated there pro-rata share of the Local Matching Funds for the 2020 budget year.

Section 7. Grant Committee. The Grant Committee shall be a three (3) member committee, consisting of SMART Executive Director David Averill, San Miguel County Manager Mike Bordogna, and Town of Mountain Village Transit and Recreation Director Jim Loebe, or their designees.

A. Purpose; Authority. The Grant Committee will meet periodically, at a location to be determined by the Grant Committee, to review the status and progress of the Project and conduct the RFP process, including the review and evaluation of RFP responses to determine responsive and qualified candidates, preliminary ranking of RFP responses/responsive and qualified candidates, interview(s) of responsive and qualified candidates, and preparation of a written recommendation for delivery to SMART regarding the selection of the most qualified and most preferred consulting engineer or engineering firm. A copy of the recommendation shall be delivered to SMART and the other Participants.

B. Meetings. The Grant Committee shall meet “on call” at times it deems necessary.

C. No Compensation. No Grant Committee member shall receive any compensation for serving as a Grant Committee member, except that he/she may be reimbursed by his/her employer for actual, necessary and documented business expenses incurred as part of serving on the Grant Committee.

D. Authority. The Grant Committee is a recommending body and does not have the authority to bind any Participant to any agreement, contract, obligation or commitment that the Participant is not willing to agree to.

E. Disagreement with Grant Committee Consensus / SMART Direction. If a Participant disagrees with the consensus of or direction of the Grant Committee or SMART regarding any aspect of the Project, then the Participant must decide whether to continue to participate in, or withdraw from, this Agreement.

Section 8. Waiver.

The Participants agree as follows:

A. Waiver of Right to Make Claims Against Grant Committee, San Miguel County, the Town of Mountain Village and SMART. In consideration of the terms of this Agreement, the Participants each, individually and collectively, waive any right it/they may have at any time to assert any claim or action of any type whatsoever against the Grant Committee, the County, the Town, or SMART (and their respective appointed or elected officials, president and board of trustees, officers, employees, agents, attorneys, engineers and volunteers) for any act, omission, action or inaction of the Grant Committee, the County or the Town, or SMART (and their respective appointed or elected officials, president and board of trustees, officers, employees, agents, attorneys, engineers and volunteers) related in any way to this Agreement or the Project, except for actions for specific performance or breach of a specific term of this Agreement by SMART.

Section 9. General Provisions.

A. Termination. The Term of this Agreement shall commence on its Effective Date and continue until the completion of the Project, as determined by the Participants, subject to compliance and satisfaction of all pending payments and obligations of the Participants, the mutual termination of this Agreement by the Participants or the termination by one of the Participants for non-appropriation. Upon the mutual termination of this Agreement, the Participants shall pay their respective, unpaid portion of the invoiced Project Costs incurred during the Term of this Agreement through the date of termination. Termination of this Agreement, provided such termination is not for non-appropriation, shall not relieve any Participant from its obligation to pay its respective share of any outstanding Project Costs that may come due at a later date based on any incurred, documented Project Costs that are disallowed or deemed not eligible for reimbursement under the MMOF Grant Funds by CDOT or any other federal or state regulatory oversight agency or federal or state auditor. This Agreement may be terminated by the Participants if the MMOF Grant Funds are not awarded to SMART within twelve (12) consecutive months immediately after the Effective Date.

A.1. Termination for Breach. Subject to Section 9.B below (Dispute Resolution Process) and Section 9.A.3. below (Breach; Payment and Interest; Cure), if a Participant fails to comply with its obligations as set forth in this Agreement, its continued participation in this Agreement may be terminated by a majority (vote) consensus of the other Participants, which consensus shall be based on a vote of each of the governing bodies of the remaining Participants. Any Participant whose participation in this Agreement is terminated by the other Participants for a breach of this Agreement shall be subject to the following conditions:

- i. The terminated Participant shall forfeit the full amount of its already paid Participant Contribution and shall also be obligated to pay its respective, unpaid share of any

additional Project Costs incurred through the date of the notice of termination that exceed the amount of its Participant Contribution;

ii. The termination of a Participant shall not relieve the Participant from its obligation to pay its respective share of any outstanding Project Costs that may come due at a later date based on any incurred, documented Project Costs that are disallowed or deemed not eligible for reimbursement under the MMOF Grant Funds by CDOT or any other federal or state regulatory oversight agency or federal or state auditor; and

iii. In the sole discretion of the remaining Participants, based on a majority vote of the governing bodies of the remaining Participants, the terminated Participant may be relieved of some or all of its payment obligation, but only in the event that a replacement party approves an addendum to this Agreement and assumes the financial responsibility of the terminated Participant.

A.2. Breach; Payment and Interest; Cure. In the event that any Participant breaches this Agreement and the breach is litigated before a court of law or an administrative agency, the non-prevailing Participant shall be liable to the prevailing Participant(s) for the prevailing Participant's reasonable attorneys' fees and costs of suit incurred by the prevailing Participant(s). If any Participant fails to pay its respective share of the financial obligations payable under this Agreement, subject to the required annual appropriations set forth in this Agreement, the breaching Participant's failure shall constitute an automatic breach of this Agreement; in such case, any fine, penalty or accrued interest that arises due to the late payment or failure to pay shall be the responsibility of the breaching Participant, and the other Participants shall be owed interest on the amount of the unpaid payment at the interest rate on judgments certified by the Colorado Secretary of State.. A default or breach shall not constitute an actionable event of breach or default, if such breach or default cannot be cured within fifteen (15) calendar days, and the breaching Participant, within said fifteen (15) calendar days, initiates and diligently pursues appropriate measures to remedy the breach / default and in any event cures such breach / default within thirty (30) calendar days after receipt of written notice of such breach / default. Each Participant shall be entitled to any and all remedies at law and in equity under this Agreement.

B. Dispute Resolution Process. If a dispute arises between the Participants concerning this Agreement, representatives of the Participants (Mayor or Board Chair or such other person designated by the governing body will first attempt to resolve the dispute by negotiation. Each Participant will designate persons to negotiate on their behalf. The Participant(s) contending that a dispute exists must specifically identify in writing all issues and present it to the other Participant(s). The representatives of the Participants will meet and negotiate in an attempt to resolve the matter. If the dispute is resolved as a result of such negotiation, there must be a written determination of such resolution, ratified by the representatives of the Participants (if the matter is within his/her authority) or the governing body of each Participant, which will be binding upon the Participants. If necessary, the Participants will execute an addendum to this Agreement. Each Participant will bear its own costs, including attorneys' fees, incurred in all proceedings in this Section 9.B. If the Participants do not resolve the dispute through negotiation, any Participant to this Agreement may pursue any other available remedies to enforce the provisions of this Agreement.

C. No Separate Legal Entity. This Agreement establishes a cooperative undertaking, and it is not the intention of the Participants to create a new or separate legal entity by this Agreement. This

Agreement does not establish or create a joint venture or partnership between the Participants, and no Participant shall be responsible for the liabilities and debts of the other Participants hereto.

D. Notice. All notices and other communications required or permitted under this Agreement shall be in writing and may be personally delivered, faxed, e-mailed or sent by first class mail, postage prepaid, addressed to the Mayor or Board Chair, as applicable, of each Participant at their business mailing address and electronic telecommunications contact information, as follows:

San Miguel County

Hilary Cooper, Chair, Board of County

Commissioners

Email: hilaryc@sanmiguelcountyco.gov

Staff:

Mike Bordogna, San Miguel County Manager

Phone: (970) 728-3844

Email: mikeb@sanmiguelcountyco.gov

Mailing Address: PO Box 1170, Telluride, CO 81435-1170

Town of Mountain Village

Laila Benitez,

Mayor

Email: LailaBenitez@mtnvillage.org

Staff:

Jim Loebe, Transit and Recreation

Director

Phone: (970) 369-8300

Email: jloebe@mtnvillage.org

Mailing Address: 455 Mountain Village Blvd., Ste. A Mountain Village, CO 81435

San Miguel Authority for Regional Transportation

Todd Brown, SMART Board Chair

Email: tbrown@telluride-co.gov

Staff:

David Averill, Executive

Director

Phone: (970) 239-6034

Email: david.averill@smarttelluride.com

Mailing Address: PO Box 3140, Telluride CO, 81435

All notices and other communications required or permitted under this Agreement shall be deemed to have been received on the day when personally delivered, faxed or e-mailed, or three (3) calendar days after being mailed, as the case may be.

E. Complete Agreement; Amendments; Counterparts. This Agreement contains the entire understanding between the Participants and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no

representations, agreements, arrangements or understandings, oral or written, between and among the Participants relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change to this Agreement shall be in writing and approved and executed by all the Participants. This Agreement and each addendum may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement or addendum.

F. Assignment. No Participant shall assign, sublet, sell or transfer its interest in this Agreement without the prior written consent of the other Participants. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Participants hereto and their respective successors and assigns.

G. Authority to Execute Agreement. The Participants warrant and represent that their respective signatures set forth below have been and are, on the date of their signatures, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

H. Compliance With Laws. The Participants to this Agreement shall comply with all applicable federal, state and local laws and any federal or state administrative rules and regulations in carrying out the terms and conditions of this Agreement. , SMART shall be responsible for complying with any audit, reporting and filing requirements associated with the MMOF Grant Agreement and the MMOF Grant Funds. However, each Participant agrees to allow any other Participant and its auditors and attorneys to inspect and audit all data and records maintained by each Participant directly related to this Agreement and the financing thereof, except that any attorney-client privileged information, attorney work product or other confidential information is not subject to disclosure, inspection or audit.

I. Severability. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.

J. Remedies. In any action with respect to this Agreement, the Participants are free to pursue any legal remedies at law or in equity. If any Participant or Participants are required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and, by reason thereof, the Participant or Participants are required to use the services of an attorney, then the prevailing Participant or Participants shall be entitled to reimbursement of its/their reasonable attorneys' fees, court costs, expenses and expert witness fees incurred pertaining to the enforcement of this Agreement and in the enforcement of any remedy, including costs and fees relating to any appeal.

K. Waiver. The failure of any Participant to enforce any term, condition or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Participant's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by any Participant unless such waiver is in writing by said Participant. The Participants, by entering into this Agreement, do not waive any immunity provided by local, state or federal law.

IN WITNESS WHEREOF, the corporate authorities of the Participants have approved this Agreement and have directed that this Agreement be signed on their behalf by their respective Mayor or Board Chair and Clerk, on the days and year written below.

SIGNATURE PAGE

Town of Mountain Village

By: _____
Name: Laila Benitez
Title: Mayor
Date: _____, 2020.

Approved as to Form
By: _____
Name: James Mahoney
Title: Town Attorney
Date: _____, 2020.

San Miguel County

By: _____
Name: Hilary Cooper
Title: Commissioner
Date: _____, 2020.

Approved as to Form
By: _____
Name: Amy Markwell
Title: County Attorney
Date: _____, 2020.

San Miguel Authority for Regional Transportation

By: _____
Name: Todd Brown
Title: SMART Board Chair
Date: _____, 2020.

Approved as to Form:
By: _____
Name: Paul Taddune
Title: SMART Attorney
Date: _____, 2020.



2020 **DRAFT** COVID-19 Work Plan

Business Development Advisory Committee

The COVID-19 Work Plan has been compiled as a tool to help the Business Development Advisory Committee (BDAC) plan for future potential impacts to local businesses, help with the strategic allocation of resources to aid in recovery, and guide communication around specific decisions and actions. Specific elements found within the Work Plan are intended to help identify changing business climates over time and to help target specific activities and goals to best suit issues as they evolve.

Finalizing a work program helps the Committee prioritize work. It does not mandate project completion, nor does it preclude work on other projects not identified. Having this flexibility, together with support from the Council and other stakeholders, helps the Committee best serve the community.

Typically, much more work is identified on a work program than can be accomplished in any given year. Given the complexities facing the Town of Mountain Village and the local business community, staff will work to prioritize any feasible project that is deemed effective in assisting local businesses in a fiscally responsible way.

HIGH PRIORITIES

1. Economic Development Incentives – Town Resources

Priority Ranking	Action Item	Sub-Action Item	Team Member(s)	Date Completed
1	Demographic & Data Assistance	<ul style="list-style-type: none"> Survey business to understand current needs and hardships 	Zoe Dohnal/ John Miller	4.27.20
2	Focused Merchant Meetings	<ul style="list-style-type: none"> Ensure merchants are sharing information on operation strategies. Position TMV and TMVOA to answer any questions and provide appropriate resources. 		5.12.20 Ongoing
3	Fee waivers and payment deferrals	<ul style="list-style-type: none"> Sales Tax Deferral Business License Waivers 		5.20.20

4	E-newsletter / blog	<ul style="list-style-type: none"> Business e-newsletter (incorporated into the COVID-19 e-newsletter) Zoe Dohnal 		On-going
5	Parking / Transit	<ul style="list-style-type: none"> Remove parking fee to encourage visitors to the MV center 	Parking Committee representatives	To be completed in the next few months
6	Village Center outdoor space enhancement	<ul style="list-style-type: none"> Additional outdoor seating areas – lighting, canopies, etc. Potential pop-up structures 		To be completed in the next few months

Postponed Action Items:

- Conference Center
 - Co-working space
 - Commercial Kitchen
- Planning Fee Waivers
 - Development Fee Rebate

2. Business Retention

Priority Ranking	Action Item	Sub-Action Item	Team Member(s)	Date Completed
1	Ecommerce Assistance	<ul style="list-style-type: none"> Providing resources to businesses to help them succeed in the 'new normal'. This will include consulting on website creation, marketing assistance, and training. 	Zoe Dohnal	Immediately
2	Delivery Assistance	<ul style="list-style-type: none"> Exploring repurposing dial-a-ride and Town of Mountain Village transportation to be a delivery service for restaurants, the pharmacy, and perhaps retail. 	Garrett Brafford	To be completed in the next few months
3	Help with supplies	<ul style="list-style-type: none"> Assisting businesses with PPE and other inventory shortages 		To be completed in the next few months
4	Business Recognition Program	<ul style="list-style-type: none"> Formal recognition among those businesses/ employees that contributed to the economic well-being of the town and have demonstrated a commitment to the vitality. This award is not on a consistent timeline. The community can submit a nomination through an online form on the TMV website 		Long term

Postponed Action Items:

- Retention
 - Tiered Reimbursements
 - A pay-for-performance program that pays out annually to qualified businesses. This could include wage reimbursement, an award for targeted job placement, relocation reimbursements. i.e. Austin Business Expansion Incentive Program.

3. Employee Development and Job Training

Priority Ranking	Action Item	Sub-Action Item	Team Member(s)	Date Completed
1	Job Training	Training for new skills in our COVID new normal (also being contemplated by the Economic Recovery Group).	Sherri Reeder	To be completed in the next few months
2	Job Training	Telluride Foundation opportunities	Zoe Dohnal with Telluride Foundations partners	Long term
3	Job Training	Open TSG hospitality classes to the public	Sherri Reeder	Long term

Postponed Action Items:

- Job Training
 - Telluride Mountain College opportunities.
 - TIPS certification program
 - Colorado First Job Training
 - Cross-Training
 - Management Training
 - Sales tax education
- Remote Market
 - Location Mentor Employment Program.
 - How to utilize remote workforce for MV businesses.
 - How to encourage remote workers to work out of MV.

4. Marketing Opportunities and Public Outreach

Priority Ranking	Action Item	Sub-Action Item	Team Member(s)	Date Completed
1	TMV Website Enhancement	Develop a marketing strategy to help Mountain Village businesses during their recovery period.	Zoe Dohnal	Immediately
2	TMV Website Enhancement	Building out the TMV business resource page and directory	Zoe Dohnal	Ongoing

Postponed Action Items:

- Provide a menu of items of what TMV has to offer to new businesses.

5. Grant Applications that would benefit the Town's Incentives

Priority Ranking	Action Item	Sub-Action Item	Team Member(s)	Date Completed
	DOLA Grants		John Miller	Ongoing
	GOGO Grants			Ongoing
	Other Grants			Ongoing

6. COVID Economic Development Incentives – State and Regional Resources

Priority Ranking	Action Item	Sub-Action Item	Team Member(s)	Date Completed
1	Colorado Department of Economics and International Trade	https://choosecolorado.com/covid19/	Zoe Dohnal	Ongoing

LOW PRIORITIES

7. Economic Development Incentives – State and Regional Resources

Postponed Action Items:

- Understand policy barriers to why people choose where they locate their business
- [Colorado Business Resource Book](#)
- [SBDC Consulting](#)
- [Colorado Office of Economic Development & International Trade - PROGRAMS](#)
 - [Job Growth Incentive Tax Credit \(JGITC\)](#)
 - [Colorado Microloans](#)
 - [Colorado Capital Access \(CCA\)](#)
 - [Global Consultant Network](#)
 - [Job Growth Incentive Tax Credit](#)
- [Regional Tourism Act](#)
- [Sales and Use Tax Refunds](#)
- [Space to Create](#)
- [Strategic Fund](#)
- [Transferable Tax Credit](#)
- [Venture Capital Authority](#)
- [Cash Collateral Support](#)
- [Region10 Business Loan Fund](#)
- [Colorado First and Existing Industry Customized Job Training Grant Programs](#)

8. Economic Development Incentives – Private/ Commercial Resources

Postponed Action Items:

- Utilizing TSG resources
- Utilizing Madeline resources

EXECUTIVE SUMMARY OF SMC PHO #20-05 SAFER AT HOME ORDER (“SAFER ORDER”) AND COMPARISON TO SMC PHO #20-04 STAY AT HOME ORDER (STAY ORDER) AND STATE SAFER AT HOME ORDER (“STATE ORDER”)

- I. General Provisions:
 - a. Safer Order “encouraged to stay at home and avoid unnecessary interactions whenever possible”. Stay Order was “shall stay at home”. This is a gradual loosening of restrictions.
 - b. Urged to wear non-medical facemasks.
 - c. Limit gatherings to no more than 10 people except for Necessary Activities.
 - d. Vulnerable Individual urged to stay at home and cannot be compelled to work even for Critical Businesses or Critical Government Functions.
 - e. Individuals Experiencing Symptoms must self-isolate.
 - f. Individuals Encouraged to Limit travel to Necessary Travel
 - g. May participate in personal recreation and “should” be limited to SMC or traveling no more than 10 miles. New to Safer Order, but in line with State Order.
 - h. Residents who travel outside of SMC for over 48 hours shall quarantine or self-isolate upon return.
 - i. Travel into SMC still limited to Local Residents. Non-Resident Homeowners may enter SMC but encouraged not to. Shall quarantine or self-isolate for 14 days if they do arrive in SMC.

- II. Business Requirements: This is where majority of changes are in the new Safer Order:
 - a. Restaurants bars and similar still not allowed to have on premises consumption but may offer to go.
 - b. Gyms (with exceptions) movie theaters and performance Halls remain closed.
 - c. Some State Order Critical Businesses will remain closed with limited operating ability include construction and landscaping gyms, childcare, real estate, short term lodging.
 - i. These businesses really are not open under this phase of order other than Construction and Landscaping with 3 employee limits and only SMC resident employees; however, Appendix H o Safer Order shows the phasing of how these businesses will open in the future.
 - d. Critical Businesses and Critical Government Functions may continue with operations with protocols discussed below.
 - e. Non-Critical Retail (new for Safer Order) may operate and offer delivery, window service, walk up service, curbside deliver with additional requirements set out in Appendix A. Generally, these requirements have to do with hygiene, masks and a 50% staffing and customer base as a general rule in order to insure social distancing.

- f. Field Services including surveying may resume operations with the requirements under Appendix B (New for Safer Order).
- g. Voluntary and Elective Health Care can resume in limited Healthcare Settings with further requirements in Exhibit E.
- h. Non-Critical Retail and limited Personal Services may resume in person services with additional requirements set out in Appendix B and D.
- i. Non-Critical Office Based Businesses may allow up to fifty (50) percent of their employees to conduct in person work in accordance with requirements with Appendix C (New for Safer Order).
- j. Protocols for All Businesses (Government, Critical, Non-Critical etc..) (New for Safer Order):
 - i. Deputize workplace coordinators.
 - ii. Maintain 6-foot Separation and discourage shared spaces.
 - iii. Clean and disinfect all high touch areas.
 - iv. Post signage for employees and customers on good hygiene
 - v. Ensure proper ventilation.
 - vi. Avoid gathering of more than 10 people.
 - vii. Implementing symptom monitoring protocols, conduct daily temperature checks and monitor symptoms in employees. Form included in state order. If symptoms occur take following measures.
 - 1. Send employee home immediately.
 - 2. Increase cleaning and physical distancing of staff
 - 3. Exclude employee until fever-free without medication for 72 hours and 7 days since first symptom.
 - 4. If multiple employees have these symptoms contact heal department
 - viii. Eliminate or regularly clean and disinfect any items in common spaces, such as break rooms, that are shared such as condiments, coffee makers and vending machines.
 - ix. Required to stay at home when have symptoms
 - x. Provide work accommodations for Vulnerable Individuals (work at home)
 - xi. Provide remote scheduling for those with child or elder care obligations.
 - xii. Encourage and enable remote work whenever possible.
 - xiii. Encourage breaks to wash hands or use sanitizer
 - xiv. Phase shift breaks
 - xv. Provide appropriate protective gear like gloves, masks and face coverings.
- k. Implement the following for customers:
 - i. Create special hours for Vulnerable Individuals
 - ii. Encourage social distancing.
 - iii. Encourage customer use of gloves and masks
 - iv. Provide hand sanitizer at entrances if possible.
 - v. Use contactless payment no touch trash as possible.
- l. Employers with over 50 employees in any one location shall:

- i. Implement stations for symptom screening and temperature checks.
- ii. Close common areas to disallow gatherings of employees.
- iii. Implement mandatory cleaning and disinfection protocols.
- iv. Require mandatory adherence to physical distancing.

III. Definitions:

- a. Necessary Activities (same as Stay Order)
- b. Necessary Travel. (same as Stay Order)
- c. Critical Business (same as Stay Order)
- d. Critical Government Functions (same as Stay Order)
- e. Field Services: services that is being provided out in the field as opposed to a company property, including third party private properties, such as a third-party household (example is surveying).
- f. Gym: indoor sports and fitness.
- g. Minimum Basic Operation (same as Stay Order)
- h. Non-Critical Retail – retail service that is not Critical Retail – closing, home goods, cell phone stores, appliances, craft and hobby stores.
- i. Limited Healthcare Settings – athletic training, chiropractic, physical therapy etc.
- j. Personal Services – services not necessary to maintain an individual health or safety such as dog grooming, body art, hairstylists.
- k. Short Term Lodging – still not allowed under 30 days.
- l. Babysitting- for infant, toddler and preschooler or school age children in a home setting. No more than 4 children.

IV. Exemption Request: Still allowed with good cause and as set out in Appendix G.

V. Appendix A: This is a list of requirements for all of critical and non-critical retail requirements. It involves increased cleaning, restricting return policies, temperature checks and monitor symptoms. 50% staff and capacity (different and grey area for each type of store but goal is social distancing). Limited customers to allow for social distancing. Post signage on hygiene. Face coverings for employees when possible and when interacting with public or other co-workers. Marked spaces in pick up lines.

VI. Appendix B: Requirements for Field Services include social distancing, provide gloves and mask for work in third party homes. Must enquire of third-party homes if they have had anyone that has been symptomatic. Maintain a log of customer interactions to enable contact tracing. Provide electronic invoices and other documentation.

VII. Appendix C: Non-Critical Office Businesses: Similar requirements on distancing, 50% occupancy etc.

- VIII. Appendix D: Personal Services: Same requirements as Appendix A as well as mandatory masks where distancing cannot be adhered to, clean and disinfect all equipment between customers, maintain customer log. No Open houses are allowed by real estate. Require customer to wear a mask.
- IX. Appendix E, Limited Healthcare Settings. Same procedures as Appendix A, and also must have adequate PPE required by CDC. Infection control policies required by CDC. Medical grade mask and gloves, changing gloves and wash hands.
- X. Appendix F, Critical Businesses – similar requirements, but open up a bit what critical businesses are.
- XI. Appendix G, Exemption Requests – Still allowed with justification.
- XII. Appendix H, County Specific Guidance for Certain Businesses and Services. This lays out the phased approach to take in the future in regards to construction, child care, real estate, short term lodging, bars, gyms, spas and fitness centers.
 - a. Phase 1 is this order.
 - b. Phase 2 is opened up to contractors and subs within 20 mile radius.
 - c. Phase 3 end geographical limitations for employees.
 - d. Phase 4 is allowing up to 10 individuals on site.
 - e. Phase 5 remove restriction except for adherence of OSHA and CDC Covid-19 standards.

COVID-19 Supplies Inventory				
Personal Protective Equipment (PPE)				
Item	Quantity in Stock	Quantity on Order	Expected Arrival	Notes:
Disposable Mask (Clinical)	1950	6000	05/01/2020	Limited availability
Disposable Mask (N95)	220	100	05/03/2020	Limited availability
Reusable Cloth Mask	46	0	-	Available locally
Nitrile Gloves	9700	2400	Unknown	Limited availability
Half-Mask Cartridge Respirator	10	0	-	
Safety Goggles	37	0	-	
Face Shield	0	0	-	
Tyvek coveralls	11	0	-	
Diagnostics				
Item	Quantity in Stock	Quantity on Order	Expected Arrival	Notes:
In-ear thermometer	1	0	05/03/2020	Used with disposable filters
Contactless thermometer	0	10	Early July	Limited availability
Thermal Imager	0	2	July	
Cleaning Supplies				
Item	Quantity in Stock	Quantity on Order	Expected Arrival	Notes:
Disinfectant Wipes (tub)	15	91	Unknown	Generally unavailable
Disinfectant Spray (aerosol)	0	25	Unknown	Generally unavailable
Liquid alcohol based disinfectant/hand sanitizer (gal)	5	0	-	Available locally at Telluride Distilling
Bleach (gal)	15	0	-	
Hand Sanitizer (pump dispenser)	42	0	-	Limited availability on gel but can be refilled with liquid alcohol based disinfectant
Hand Soap (pump bottle)	6	0	-	Limited availability
Cloth Rags	500	0	-	
Disposable paper rags	200	4500	-	
Cleaning Equipment				
Item	Quantity in Stock	Quantity on Order	Expected Arrival	Notes:
Electrostatic Disinfectant Fogger (backpack)	0	1	Mid May	
Electrostatic Disinfectant Fogger (handheld)	0	2	Mid May	
Electrostatic Disinfectant pellets	0	6	Mid May	