

Agenda Item 1

Jessica Koenig

From: Gary Suiter
Sent: Monday, June 13, 2016 6:13 PM
To: Dan Foote; Gary Suiter; Heather Sloop; Jason Lacy; Jessica Koenig; Julie Franklin; Kathi Meyer; Robin Crossan; Scott Ford; Tony Connell; Walter Magill
Cc: John Overstreet; Craig Robinson; Winnie Delliquadri
Subject: FW: Responses for Council
Attachments: historic_district_map.bmp; Clip HH.PNG; Approximate Timeline of Howelsen Hill Ski Area.docx; EmeraldMtn_ParcelAquisitionDate_winter.pdf; EmeraldMtn_ParcelAquisitionDate_summer.pdf; 04_12_2016_HowelsenHill_Att2_JUA.pdf

Councilmembers,

Heather requested some additional information to assist with tomorrow's discussion on Howelsen Hill – following are some comments from Craig Robinson (in red) to assist with these questions. Much of this information is draft and needs to be vetted and verified.

- Should the "Ski Complex" include land that was purchased after the JUA was signed (1987) or after the adoption of the TABOR amendment (1992)?

The land that was used as part of the ski area operation prior to 1987 is still being discussed by both the City and SSWSC. Prior to these dates, we believe the City boundary for the ski area was approximately from Mile Run to Wrens Run (see attached historic boundary). Upper, Middle and Lower Long John and the chairlift were added when adjacent land was purchased after the JUA was signed (1989/90). Additionally, all of the open space lands on Emerald that have the Nordic trails on them were purchased after this 1992 date (see attached clip of additional lands owned by City in green – the approximate alpine ski area boundary used today is shown in blue).

- Should the list include improvements that were installed since the JUA initial date (1987)?

This list should be vetted:

- Barrows Chairlift – 1989
- Poma lift improvements
- All cross country trails – the first cross country trails built at base area were in the early 1990's (Hobo Park and Rodeo Loop (not in rodeo grounds))
- Rodeo grounds were not used
- Ball Fields are not believed to have been used
- Parking facilities other than in front of the lodge
- Olympian Hall, locker room, freestyle jump complex on Mountain View (eroding hazard in need of repairs)
- Both Magic Carpets
- Snowmaking (water and electric), lighting improvements
- Plastic jumps
- Snow guns
- Snow cats
- Lift shacks, City storage sheds, ski jump coaches stands

SSWSC did participate in a fundraising campaign for plastic jumps, lighting/snow making infrastructure improvements for jumps and snow guns.

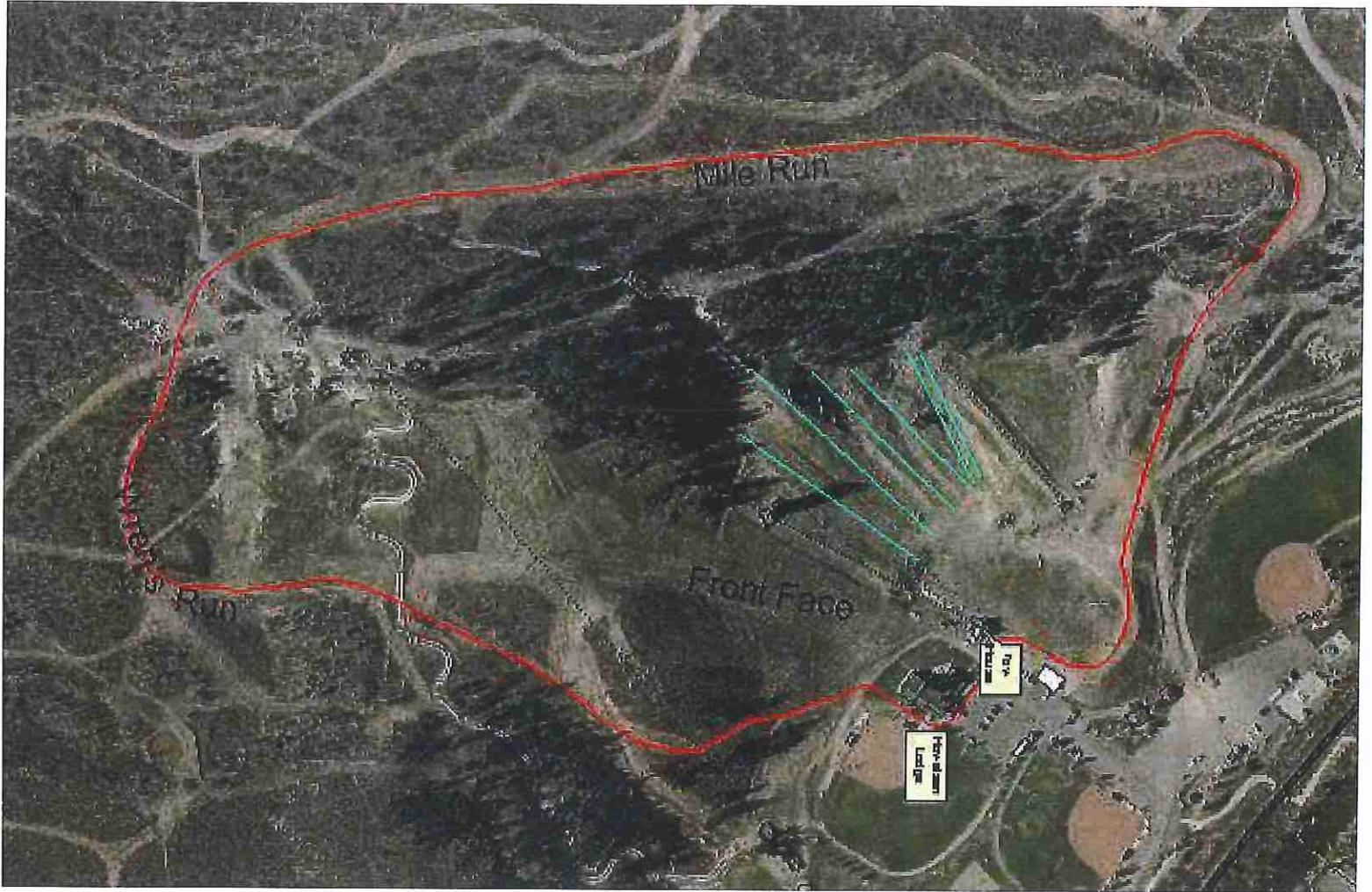
Also, Winnie has provided a couple of maps showing parcel acquisition dates for Emerald mountain, both summer and winter. The JUA is attached, as well.

Let us know if you have any further questions.

Regards,

Gary Suiter
City Manager
City of Steamboat Springs
(970) 871-8240





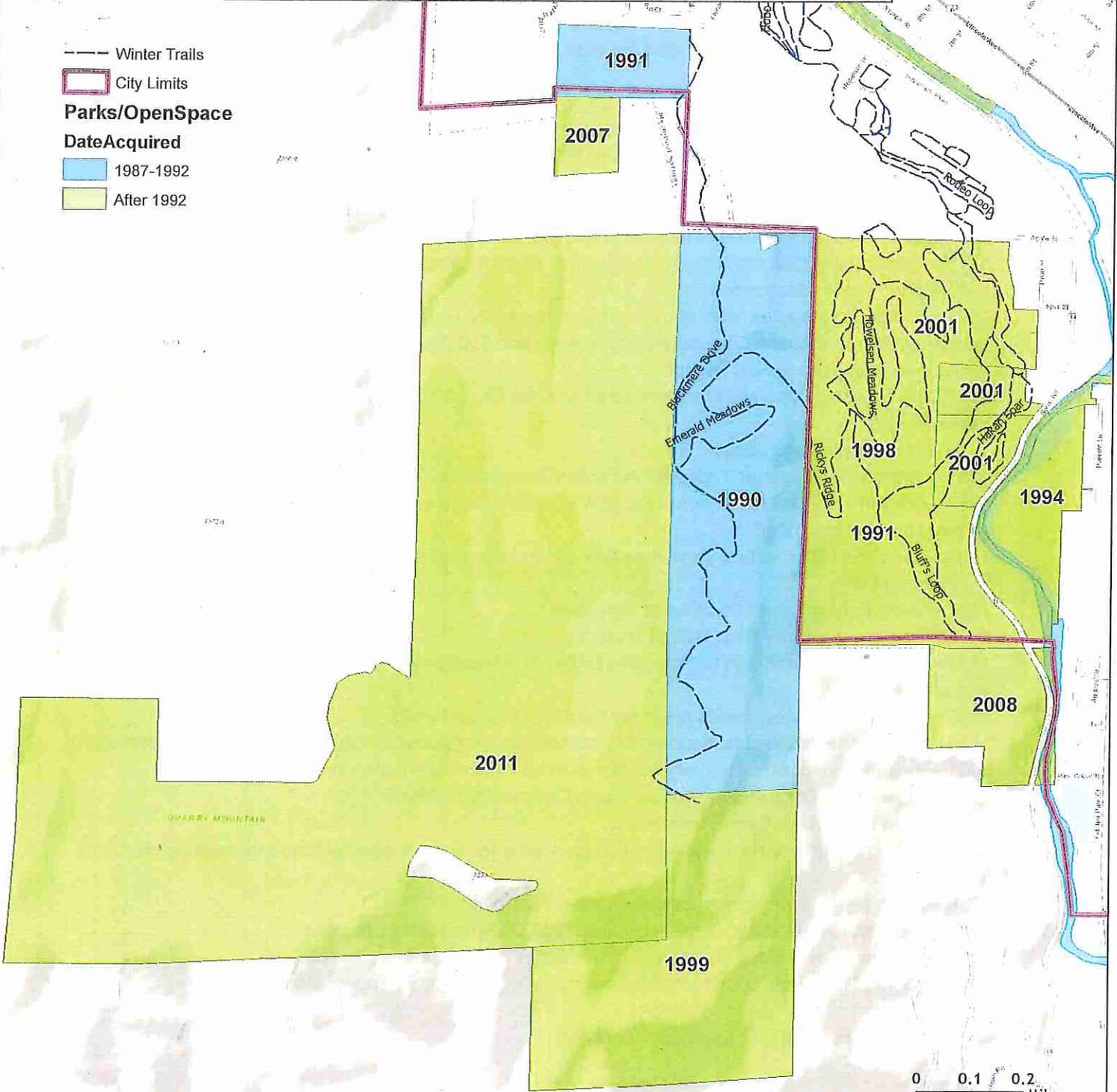
Approximate Timeline of Howelsen Hill Ski Area

- 1915 – First year jumping occurs
- 1931 – First slalom course constructed and race scheduled
- 1935 – Town of Steamboat assumes ownership of ski area land from Town Company
- 1937 – First “boat tow” ski lift installed for skier and jump access (abandoned in 1970), first lights installed for night skiing
- 1939-49 – ski trails are cut and widened
- 1945 – First rope tow installed, Howelsen Lodge constructed, Tow House constructed
- 1948 – “The World’s Longest Single-Span ski Lift” opens to the top of Howelsen and to top of Emerald (combo chair and T-bar)
- 1954 – Lift shortened to the top of Howelsen as T- bar only (abandoned in 1970)
- 1970 – New Poma lift installed to replace previous T-bar lift
- 1975 – Nordic jump structure rebuilt after burned down in protest of Olympic bid (1972), new jumps and Fetcher Tower constructed
- 1977 – SSWSC proposes transfer of ownership of Howelsen Lodge, Poma lift, Thikol, and other equipment be given to the City under certain terms and \$30,000 payment – “Sale and Agreement Between the City and SSWSC” signed
- 1977/78 – ski season operations estimated to cost the City \$43,000 (including \$6000 support of SSWSC operations)
- 1979 – Snowmaking was added
- 1981 – Addition to Howelsen Lodge for Parks and Recreation office needs (current concession stand)
- 1987 – Current Joint Use Agreement with SSWSC signed based on 1977 agreement – 10 year automatic renewal unless terminated
- 1989 – Used chair lift installed, New Pony Tow lift replaces rope tow, ski area night lighting improvements
- 1990 – Snow Rafting course installed at Howelsen
- 1991 – First cross country trails built at Howelsen
- 1992 – Olympian Hall addition to Howelsen Lodge, The Freestyle Jumping Complex (Mountain View Run) was constructed
- 1996 – World Cup Improvements begin for Nordic Combined Events
- 1999 – Howelsen Hill added to National Register of Historic Places (Rt. County Register 1997, State 2000)
- 2001 – Beginning of construction of new Nordic Trails on Emerald expanding terrain
- 2002 – Alpine Slide Construction, contract with Community Slide Inc.
- 2003 – Used Baby Magic Carpet installed
- 2004 – Snowmaking capacity doubled to 800 gpm, new snow guns, new lighting/snowmaking electrical improvements
- 2006 – HS 75 plastic jump constructed for summer jumping
- 2007 – New Boardwalk Magic Carpet installed, SSWSC begins tubing operation
- 2008 – Lighting/snowmaking electrical improvements
- 2012 – HS 45 plastic jump constructed for summer jumping, lighting snowmaking electrical improvements
- 2015 – SSWSC begins Nordic Screamer operation

Emerald Mountain - Dates of Parcel Acquisition City of Steamboat Springs



- Winter Trails
- ▭ City Limits
- Parks/OpenSpace**
- DateAcquired**
- ▭ 1987-1992
- ▭ After 1992

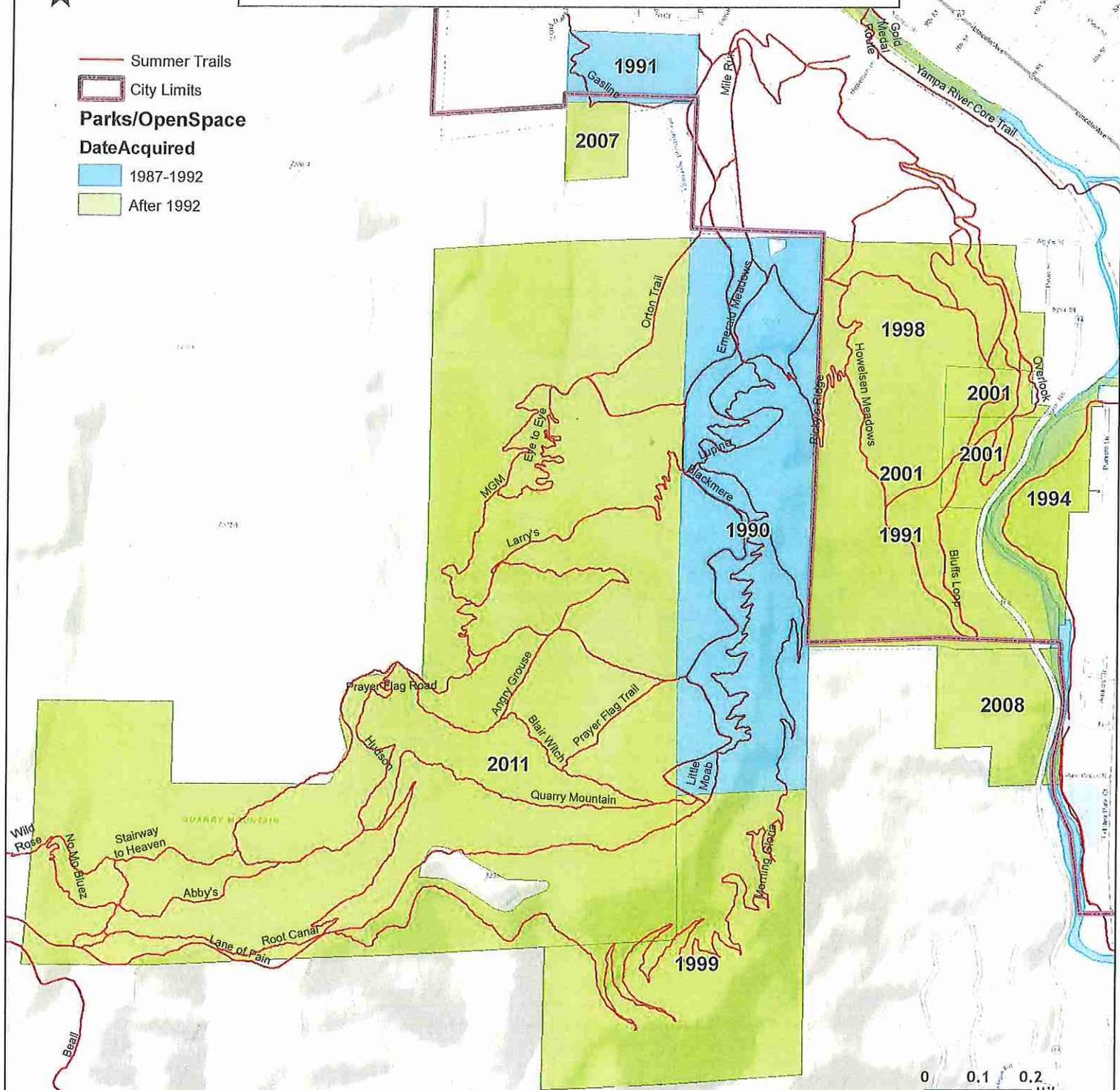


0 0.1 0.2 Miles



Emerald Mountain - Dates of Parcel Acquisition City of Steamboat Springs

- Summer Trails
- ▭ City Limits
- Parks/OpenSpace**
- Date Acquired**
- 1987-1992
- After 1992



0 0.1 0.2 Miles

Attachment 2

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT is made and entered into by and between the CITY OF STEAMBOAT SPRINGS, COLORADO, a home rule municipality ("City") and the STEAMBOAT SPRINGS WINTER SPORTS CLUB, a Colorado nonprofit corporation ("Club").

R E C I T A L S:

1. City is the owner of the real property and improvements known as the Howelsen Hill Ski Complex ("Ski Complex") which consists of ski runs, ski jumps, lifts, snowmaking equipment, Howelsen Hill Lodge and other real and personal property, buildings and equipment necessary for the operation of the Ski Complex. The improvements to the ski complex now existing were made over many years by a combined effort of the Club, the City and the Steamboat Springs Community generally. In 1977, pursuant to an agreement entitled Sale And Agreement Between The City Of Steamboat Springs And The Steamboat Springs Winter Sports Club dated October 1, 1977, the Club agreed to convey all its right, title and interest in the Ski Complex to the City, subject to certain rights reserved to the Club.

2. Since 1914 the Club has, among other things, been organized to create, develop, educate and interest the Steamboat Springs community in the sport of skiing and ski jumping, and other winter sports; to promote junior skiing and educate the students in the sport of skiing; to develop, maintain and train teams for amateur skiing competition; to arrange amateur competitions in Steamboat Springs and elsewhere; to organize, conduct and maintain ski facilities and centers for instructional, educational and recreational purposes; to organize, equip and operate a ski area for the pleasure and recreation of the public as a whole and in connection therewith to maintain a lodge, ski and ski jumping facilities and such other related facilities which the directors and the City have considered advisable; to give and promote public entertainment, competition, lectures, social affairs, celebrations, games and amusements.

3. The Club and the City desire to clarify and set forth their respective rights and liabilities with respect to the joint use by them of the Ski Complex.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. City Responsibilities. The City shall, at its sole cost, be responsible for the operation, maintenance, repair, construction, reconstruction and replacement of the Ski Complex including all trails, slopes, lifts, buildings, structures, snow making equipment, grooming equipment, utilities and parking areas. The Ski Complex shall be operated and maintained in

accordance with all applicable laws and regulations. The City shall be responsible for the cost of personnel necessary to discharge its obligations under this paragraph including, without limitation, all Federal and State wage and social security withholdings, unemployment, workmen's compensation contributions, wages and salaries. The City may open Howelsen Hill to general recreational skiing by the public during time periods scheduled for City use, but the City shall not conduct or permit others to conduct ski instruction or training during such periods or at any other time, nor shall the City sponsor competitive events or permit others to conduct competitive events except with the approval of the Club. The Club shall have the exclusive use of Howelsen Hill for ski instruction and training and for competitive events during all time periods not reserved for general recreational skiing by the public as hereinabove provided. The City shall indemnify and save harmless the Club from and against any and all loss, damage, liability, costs and attorney's fees occasioned by, growing out of, or arising or resulting from any default on the part of the City hereunder or any tortious or negligent acts on the part of the City, its members, agents, employees or invitees.

2. Club Responsibilities. The Club agrees to sponsor competitive events, training and instruction in skiing and ski jumping at the Ski Complex. The Club agrees to assume responsibility for soliciting, scheduling, organizing and coordinating such competitive events, training and instruction. The scheduling of use of the Ski Complex for Club competitive events, training and instruction shall be mutually agreed upon by the City and the Club. The approval of the City shall not be unreasonably withheld. The Club agrees to obtain public liability and property damage insurance approved by the City protecting the Club for accidents or occurrences arising out of Club sponsored events and instruction and training. The Club shall be responsible for the cost of personnel necessary to discharge its obligations under this paragraph including, without limitation, all Federal and State wage and social security withholdings, unemployment, workmen's compensation contributions, wages and salaries. The Club shall indemnify and save harmless the City from and against any and all loss, damage, liability, costs and attorney's fees occasioned by, growing out of, or arising or resulting from any default on the part of the Club hereunder or any tortious or negligent acts on the part of the Club, its members, agents, employees or invitees.

3. Howelsen Hill Lodge. The Club shall have the exclusive right to the use of the office, locker room and storage facilities now occupied by the Club and shall have the right to use of the Lodge area in accordance with the City's standard practices for the use of this area for its business and activities. The City shall not charge the Club rent for the use of Howelsen Hill Lodge. If in the future the Howelsen Hill Lodge is replaced, comparable space will be provided to the Club in any new facility.

4. Lift Tickets. The City shall be responsible for the sale of all lift tickets and setting of rates therefor, and shall receive all revenues generated therefrom.

5. Other Revenues. All revenues, excluding lift ticket revenues, derived from competitive events, training and instruction held at or upon the Ski Complex, including all entry fees, promotional and advertising revenues and all television and radio sponsorship revenues from Club sponsored events shall be retained by the Club.

6. Term. The initial term of this Agreement shall be for a period of ten (10) years from the date hereof. This Agreement shall be automatically renewed for successive ten (10) year terms.

This Agreement may be terminated by the City for cause if and only if:

(a) The Club has failed to perform its obligations hereunder in substantial conformity with the terms hereof,

(b) Not less than one year prior to the date of termination, the City has given the Club written notice setting forth with specificity the obligations that the Club has failed to perform, and

(c) During such one year period, the Club has continued to fail to perform its obligations as set forth in such notice in accordance with this Agreement.

In addition to the foregoing, the City may terminate this Agreement at the end of the initial term hereof or any ten year renewal term if the City, not less than twelve (12) months nor more than eighteen (18) months prior to the end of such term, (1) certifies to the Club that the operation of the Ski Complex by the City is being permanently discontinued, (2) offers to convey to the Club, or other organization acceptable to the Club, all of the personal property and equipment necessary for the operation of the Ski Complex, and (3) agrees to permanently lease or otherwise make permanently available to the Club, or such other organization acceptable to the Club, without cost, the real property and improvements then constituting the Ski Complex.

7. Miscellaneous. This Agreement contains the entire agreement of the parties and supercedes all prior written and oral agreements between the parties hereto; provided, however, that the effective date of this Agreement shall be November 1, 1987, and provided further that nothing in this Agreement shall be construed to affect the legal relationship between the City and the Club for matters which occurred prior to its effective date. This Agreement shall not be amended except in an instrument in writing approved by the parties hereto.

CITY OF STEAMBOAT SPRINGS,
a home rule municipality

Date: 11/3/87

By: *Kate Foley Valentine*

[S E A L]

ATTEST:

Sara Carlson
City Clerk

STEAMBOAT SPRINGS WINTER SPORTS
CLUB, a Colorado nonprofit
corporation

Date: 11/25/87

By: *Reggie Grosjean*
President

ATTEST:

Chas. R. Thompson
Secretary

[MISC23]

