

**TOWN OF MOUNTAIN VILLAGE
TOWN COUNCIL REGULAR MEETING
THURSDAY, FEBRUARY 19, 2015, 8:30 AM
2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL
455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO
AGENDA**

	Time	Min	Presenter	Type	
1.	8:30				Call to Order
2.	8:30	5			Public Comment on Non-Agenda Items
3.	8:35	5	Kennefick Reed	Action	<p>Consent Agenda All matters in the consent agenda are considered to be routine by the Town Council and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent agenda and considered separately:</p> <ul style="list-style-type: none"> a. Consideration of Approval of Minutes of the January 15, 2015 Regular Town Council Meeting b. Consideration of Approval of Minutes of the January 20, 2015 Town Council-Staff Work Session c. Consideration of a Resolution Ratifying Council Approval of an Agreement to Convey a Portion of Lot 1003R-1, the Medical Center Site, to the Telluride Hospital District d. Consideration of a Resolution Ratifying Council Approval of an Agreement to sell a Portion of Lot 1003R-1, the Lofts at Mountain Village Site, to Belem Properties, Co. LLC for Purposes of Developing Work Force Housing
4.	8:40	10	Kennefick	Action	<p>Liquor Licensing Authority:</p> <ul style="list-style-type: none"> 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 March 27-29, 2015 for Mountain Town Get Down, a Special Event in Heritage Plaza
5.	8:50	30	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
6.	9:20	20	Martelon	Informational	Marketing Telluride Inc. (MTI) Quarterly Report
7.	9:40	90	Hawkins	Quasi-Judicial	<p>Telluride Apartments Redevelopment:</p> <ul style="list-style-type: none"> a. First Reading, Setting of a Public Hearing and Council Vote on an Ordinance to (1) rezone Lot 640A from the Multi-family Zone District to the Full Use Active Open Space Zone District; and (2) Transfer Density to Increase the Permitted Density from 30 Workforce (employee) apartment units to 91 workforce apartment units and 2,200 square feet of commercial space on Lot 640A and a portion of OSP-35B b. Consideration of a Resolution Approving (1) Conditional Use Permit to Allow for the Development of 91 Workforce Apartment Housing Units on Full Use Active Open Space and on Lot 640A and a portion of OSP-35B (2) a Subdivision to Create Four (4) Lots (Tracts)

					on Lot 640A and OSP-35B
8.	11:10	50	Hawkins Kjome	Work Session	Meadows Improvement Plan
9.	12:00	30			LUNCH BREAK
10.	12:30	15	Delves	Informational	Economic Development Definition Initiative (EDDI) Update
11.	12:45	15	McKinley	Action	Consideration of Allocating up to \$35,000 in Additional Funds for Purposes of Operating and Marketing the Telluride Conference Center
12.	1:00	30	Kunz	Informational Action Work Session	Staff Reports: a. Human Resources 1. Bi-annual Report 2. Consideration of Approval of the 2015 Drug & Alcohol Policy-Safety Sensitive Employees 3. Consideration of Approval of the 2015 Employee Handbook 4. Council Compensation Discussion
13.	1:30	30	Hawkins	Work Session	Conceptual Work Session to Discuss Conditional Use Permit for New Freestanding Antennas on Coonskin Ridge Located on OSP-49R
14.	2:00	15	Pasquariello	Action	Consideration of Moving a Previously Approved Vending Cart (Backyard BBQ) from Sunset Plaza to Heritage Plaza <i>(Item was Continued from the January Meeting)</i>
15.	2:15	30	Mahoney	Action	Consideration of a Resolution Approving a Second Amended and Restated Declaration of Condominium Hotel Covenants and Restrictions (Hotel Deed Restriction for Hotel Madeline Telluride)
16.	2:45	15	Swain Vergari	Presentation Action	Finance: a. Presentation of the January 31, 2015 Business & Government Activity Report (BAGAR) b. Consideration of the December 2014 Financials
17.	3:00	20	Mahoney	Informational	Update on Ongoing Investigation and Potential Settlement Regarding Potential Zoning Violations at the Boulders
18.	3:20	10	Council Members	Informational	Council Boards and Commissions Updates: a. Eco Action Partners – Howe/Sherry b. Telluride Historical Museum – Bronson c. San Miguel Watershed Coalition – Jett d. Colorado Flights Alliance – Jansen e. Plaza Use Committee – Jett f. Transportation & Parking - Howe/Schillaci g. Budget & Finance Committee – Jansen/McKinley h. Mayor's Update - Jansen
19.	3:30	10		Action	Other Business: a. Consideration of a Letter of Support for Eco Action Partners Compost Facility Grant Application
20.	3:40				Adjourn

Please note that times are approximate and subject to change.

2/11/2015

jk

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting Town Hall at 970-369-6406 or email: mvclerk@mtnvillage.org.
2 A minimum of 48 hours advance notice is required so arrangements can be made to locate requested auxiliary aid(s).



TOWN OF MOUNTAIN VILLAGE
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Agenda # 3a

TOWN OF MOUNTAIN VILLAGE MINUTES OF THE JANUARY 15, 2015 REGULAR TOWN COUNCIL MEETING

The meeting of the Town Council was called to order by Mayor Pro-Tem Cath Jett at 8:31 a.m. on Thursday, January 15, 2015 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
Cath Jett, Mayor Pro-Tem
Dave Schillaci
John Howe
Michelle Sherry
Marty McKinley
Jonette Bronson

Also in attendance were:

Kim Montgomery, Town Manager
Jackie Kennefick, Director of Administration/Town Clerk
Susan Johnston, Deputy Town Clerk
Nichole Zangara, Community Relations Manager
Laila Benitez, Community Relations Assistant
David Reed, Town Attorney
Jim Mahoney, Assistant Town Attorney
Chris Hawkins, Director of Community Development
Kevin Swain, Finance Director
Chris Broady, Police Chief
Sue Kunz, Human Resources Director
Corrie McMills, Human Resources Coordinator
Steven Lehane, Director of Cable & Broadband Services
Randy Kee, Building Official
Dawn Katz, Director of Mountain Munchkins
Deanna Drew, Director of Plaza & Environmental Services
Finn Kjome, Public Works Director
Dave Bangert, Forester
Jodi Miller, Office Manager/Court Clerk
Ted Holland, MVPD Police Officer
Rachelle Redmond, MVPD Lieutenant
Michael Hartig, MVPD Police Officer
Krysten Gottman, MVPD Police Officer
Mark Martin, MVPD Police Officer
Ken Haynes
Susanne Connolly
Stephen Roth

Aurelie Cannella
Rich Nuttall
Robert Stenhammer
Anton Benitez
Eric Wells
Steve Togni
Sara Larsen
Lyn Gruss
Jeffrey Fasolo
Jonathan Greenspan
Kim Wheels
Dan Garner
Michael Martelon
Douglas Tooley
Sean Stogner
Lisa Eidsmo
Kiera Skinner
Dylan Henderson
Brian Kanaga
Nick Pasquariello
Lisa Eisdmo
Judi Snelling
R. Gayle
Tom Kennedy
Stephanie Fanos
Dewitt Gayle

Public Comment for Non-Agenda Items

Public comment was received by Jeffrey Fasolo and Jonathan Greenspan. Cath Jett directed staff to agendize the Boulder's violations at the February meeting.

Approval of the Minutes of the December 11, 2014 Regular Town Council Meeting

On a **MOTION** by John Howe and seconded by Jonette Bronson, Council voted unanimously to approve the December 11, 2014 Town Council meeting minutes as presented.

Consideration of a Resolution Designating Posting Locations for the Town's Ordinances and Public Notices

Director of Administration/Town Clerk Jackie Kennefick presented the above item. Council discussion ensued. On a **MOTION** by Jonette Bronson and seconded by John Howe Council voted unanimously to approve a Resolution designating posting locations for the Town's Ordinances and public notices.

Michelle Sherry arrived at 8:36 a.m.

Dave Schillaci arrived at 8:40 a.m.

Dan Jansen arrived at 8:43 a.m.

Telluride Regional Airport Authority (TRAA) Bi-annual Report

Telluride Airport Manager Rich Nuttall presented the bi-annual report. TRAA completed a wildlife hazard assessment and drainage improvements in 2014 and a new de-ice pad will be added in 2015. Council requested a written report be included in the Town Council packet in the future.

Ken Haynes of the San Miguel Power Association presented a rebate check in the amount of \$12,408 to the Town for the LED lights retrofit project for the street lights, plaza lights, and path lights. The check was accepted by Public Works Director Finn Kjome.

Executive Session for the Purpose of a Personnel Matter Pursuant to C.R.S. Section 24-6-402((4)(f)(I)), and for 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

On a **MOTION** by Dave Schillaci and seconded by Jonette Bronson, Council agreed to enter into Executive Session for the purpose of a personnel matter pursuant to C.R.S. Section 24-6-402((4)(f)(I)), and for 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 8:45 a.m.

Council returned to regular session at 10:05 a.m.

Consideration of an Agreement to Convey a Portion of Lot 1003R-1, the Medical Center Site, to the Telluride Hospital District

Mayor Jansen framed the discussion stating that a citizen's advisory board will be involved throughout the development process. Tom Kennedy, Counsel for the Hospital District, thanked Council members for the opportunity to build the Medical Center stating that the agreement has been approved by the Hospital Board. Council discussion ensued. Public comment was received by DeWitt Gayle. On a **MOTION** by Cath Jett and seconded by Dave Schillaci, Council voted unanimously to approve an agreement to convey a portion of Lot 1003R-1, the Medical Center site to the Telluride Hospital District as presented.

Consideration of an Agreement to Sell a Portion of Lot 1003R-1, the Lofts at Mountain Village Site, to Telluride Investments, LLC, a Colorado Limited Liability Company for Purposes of Developing Work Force Housing

Mayor Jansen discussed the regional state of affordable housing. Mountain Village challenged the developer community to come up with some creative and fast solutions. This project has come from that challenge. The developer has agreed to R-1 restrictions. Town Attorney David Reed and the Mayor discussed that

Council will defer the parking payment in lieu until such point where the town needs to expand the parking structure and the developer has accepted that deferral. When the town determines the need to expand the structure, the developer will be notified and will pay the full amount or set up a payment schedule. If the property is sold or transferred, that obligation will carry with the property. This is not part of today's approval but rather will be implemented when the parking payment in lieu application is filed. The caveat is that it would not be a personal obligation but the obligation will run with the land for the 15 year sunset clause. Public comment was received by Human Resources Director Sue Kunz, Sean Stogner, Douglas Tooley, Lyn Gruss, and Steve Togni. On a **MOTION** by Cath Jett and seconded by John Howe, Council voted unanimously to approve an agreement to sell a portion of Lot 1003R-1, the Lofts at Mountain Village site to Belem Properties Co., LLC, for the purposes of developing work force housing and authorize the Mayor to execute the Agreement on behalf of the Town.

Liquor Licensing Authority:

a. Consideration of Recertification of the Mountain Village Promotional Association and Common Consumption Area

Jackie Kennefick presented the above application. Council discussion ensued. Police Chief Chris Broady stated that the use of the Common Consumption Area was successful last summer. He noted that some operational issues need to be addressed including:

- The use of communication radios by security
- Vendors ensuring an adequate number of cups are on hand
- Location for the storage of the fencing

Chief Broady has no concerns about approving the renewal application. President of the Promotional Association (PA) Board Stephen Roth stated that the Entertainment District was a benefit to local businesses and that he is hoping to build on its success this year. On a **MOTION** by Dave Schillaci and seconded by Cath Jett, Council voted unanimously to approve recertification of the Mountain Village Promotional Association and Common Consumption Area for one year and directed staff to extend the License Agreement for the same.

Council Boards and Commissions Updates:

a. Eco Action Partners (EAP)– Howe/Sherry

Michelle Sherry stated that EAP is proceeding with an LED light program called Green Lights and has received a \$5000 grant from the Telluride Foundation for promotion of the program.

b. Telluride Historical Museum – Bronson

The Museum is continuing with programs featuring ski history and Telluride adventures. Ms. Bronson stated that two candidates for the director's position will be interviewed in the next two days.

c. San Miguel Watershed Coalition – Jett

Deanna Drew is now the Board President. State of the Watershed Report is almost complete and should be out in the next quarter.

d. Colorado Flights Alliance (CFA) – Jansen

Mayor Jansen stated that flights are loading favorably compared to prior years. Alegiant Air launched a repeat of their two for one program out of Montrose to Phoenix and Los Angeles. TMVOA has filled their open Board seats with some good people and some nice cooperation with air is in the works.

e. Plaza Use Committee – Jett

There was no update.

f. Transportation & Parking – Howe/Schillaci

Mr. Howe suggested the Town consider putting a public restroom in the Meadows Parking area and Council was in favor.

g. Budget & Finance Committee – Jansen/McKinley

Mr. McKinley reinforced a conservative reserve philosophy in order to deal with any unforeseen events.

Staff Reports:

a. Mountain Munchkins Preschool & Daycare

Mountain Munchkins Director Dawn Katz presented her report. Ms. Katz stated that the Commission for Community Assistance, Arts and Special Events (CCAASE) grant was approved in the amount of \$5000 which brings the total grant money awarded for 2015 to \$40,000. Council thanked Ms. Katz for her efforts and a very thorough report.

b. Cable & Broadband Services

Director of Cable and Broadband Services Steven Lehane presented his report highlighting three specific areas.

1. Council discussion ensued regarding the issues that occurred over the holidays with broadband and cell phone (especially ATT) services. Mr. Lehane explained that data consumption is growing at a staggering rate as well as the number of devices being used. Mountain Village shares a one gigabyte pipe with the Town of Telluride. He proposed that the Town of Mountain Village purchase a dedicated pipe at a cost of \$85,000. This would ensure much better broadband capacity. The pipe may be expanded periodically to accommodate growing data consumption and is expandable up to 50 gigabytes. Council discussed building the cost of the upgrades into the Broadband department budget annually so that when upgrades are needed, the funds are available. Council directed staff to provide expansion information to the Budget/Finance committee to review and authorized the committee to make a decision.
2. Discussion ensued on whether or not the Town should expand broadband services to include home installation (networking/printers set-up, troubleshooting, etc.). This would entail hiring additional staff that would specialize in customer service. Council consensus was to direct staff to investigate an end to end service expansion for the Cable and Broadband Services Department, develop a business plan, identify the costs, and present to Council in a publically noticed meeting.
3. Cell phone coverage (primarily AT&T) was degraded over the holiday season due to an increase of users. AT&T has indicated that the company is exploring installing another tower which would allow for more capacity. Council discussion ensued and Mayor Jansen agreed to contact AT&T directly to discuss moving forward with the process as well as options for a tower location.

c. Town Manager

Town Manager Kim Montgomery presented her report and announced that there was a four-way tie for the December Great Services Award. Jordan Houde and Patrick O'Flynn were recognized for taking on the responsibility of running the train on Saturday and Sunday of Holiday Prelude when the driver became sick and assisting the Recreation Department with shoveling the ice rink. Corrie McMills and Michael Ruterbories were also recognized for helping shovel the ice rink for the figure skating performance during the snow storm while off duty. The Holiday Prelude and Holiday Magic were both very successful programs and had great turn out. Council discussion ensued.

Council took a lunch break from 12:24 p.m. to 12:35 p.m.

Finance:

Finance Director Kevin Swain presented:

a. December 31, 2014 Business & Government Activity Report (BAGAR)

Council discussion ensued.

Dave Schillaci returned to the meeting at 12:42 p.m.

b. Consideration of the November 2014 Financials

Council discussion ensued. Council directed staff to begin retaining all surpluses generated in the Cable Fund and make the appropriate revision in the 2015 budget. On a **MOTION** by Cath Jett and seconded by John Howe, Council voted unanimously to approve the November 2014 Financials as presented.

Presentation of the 2015 Telluride Conference Center Sales (TCC) and Marketing Plan

TSG's Vice President of Hospitality Robert Stenhammer presented the TCC Sales and Marketing Plan. He stated that 2014 was a rebuilding year for TCC. The Conference Center hosted over sixty-five events in 2014 and hired salesperson Allison Grassetti. The focus for 2015 sales efforts include incentive business, association business, and continuing education. The Conference Center will continue to be utilized as multi-use community asset to provide economic stimulus.

Consideration of Appointments to the Town Hall Subarea Task Force

Director of Community Development Chris Hawkins presented the above item. Council discussion ensued. Public comment was received by Susanne Connolly. Council voted by paper ballot. On a **MOTION** by Cath Jett and seconded by Michelle Sherry, Council voted unanimously to appoint the following members to the Town Hall Subarea Task Force:

Task Force Representation per Bylaws

Owner of Parcel C (Primarily Town)

Members

Bob Delves

Owner of Parcel D (Primarily TMVOA)

Pete Mitchell

One at large member from Comp. Plan Task Force

Martinique Prohaska

Two at large members from either the broader community or adjacent property owners impacted by development.

Penelope Gleason
Lyn Gruss

Four Members Representing Adjacent Property Owner Communities

Mountain Lodge

Steve Togni

Lorian

Marcy Pickering

Trails Edge

Bruce MacIntire

Elkstone 21

Elizabeth Barth

Second Reading, Public Hearing and Council Vote on an Ordinance to Approve:

- a. **A Major PUD Amendment to: 1) Allow for the Construction of a Pool and Porte Cochere Addition on the West Side of Hotel Madeline on Lot OS-1A-MVB and Lot 38-50-51R; 2) Bring a Portion of OS-1A-MVB and Lot 38-50-51R into the PUD; and 3) Amend and Restate the PUD Development Agreement**
- b. **Rezoning a Portion of OS-1A-MVB and Lot 38-50-51R from the Full Use Active Open Space Zone District to the Village Center Zone District.**

Chris Hawkins presented the above matter. Assistant Town Attorney Jim Mahoney distributed a revised conveyance agreement noting that the Town benefits package will include only the cooling unit for the Ice Rink and the shade structure over the Ice Rink. The conditions of approval are:

1. The Mayor will have the authority to review and approve the final PUD Development Agreement, the associated conveyance agreement and other legal instruments which may be required to be amended concurrently with the PUD.
2. The zoning map shall include the following elements in the Village Center Zone District: structural columns, the exterior material facing, the porte cochere and pool addition air space. The plaza area below the porte cochere at ground level, surrounding plaza areas and the access drive shall remain a part of the Full Use Active Open Space Zone District. The final zoning map shall be created by the Town working with the applicant based on the future condominium map, with such final map amended into the Official Zoning Map and signed by the Mayor

3. The PUD development agreement or a separate legal instrument shall include the pool hours.
4. The Hotel Madeline Owner shall work with the Town to amend the applicable easements and/or license agreements to ensure the operation and maintenance of the sidewalks and plaza areas, including the proposed snowmelt system
5. The Hotel Madeline Owner shall enter into a construction license and mitigation agreement prior to the construction of the porte cochere and pool addition
6. The applicant will provide the cost estimates for replacing the panels and associated hardware to town staff for review and approval.

The applicant's architect Dylan Henderson provided details on the construction plans. Council discussion ensued on various topics including the public benefit of the Ice Rink sunshade. On a **MOTION** by Marty McKinley and seconded by Michelle Sherry, Council voted unanimously to adopt an Ordinance approving (1) Major PUD Amendment to (a) allow for the construction of a pool and porte cochere addition on the West Side of Hotel Madeline on lot OS-1-MVB and Lot 38-50-51R; (b) bring a portion of OS-1-MVB and Lot 38-50-51R into the PUD; and (c) Amend and restate the PUD Development Agreement; and (2) Rezoning a portion of OS-1-MVB and lot 38-50-51R from the Full Use Active Open Space Zone District to the Village Center Zone District with the above conditions.

Council also requested that staff fully evaluate the quality of the shades, their lifespan and the costs of replacing the sun shade panels including the associated hardware. Additionally Council requested a comparison of the cost savings and other public benefits such as reducing energy use, and greenhouse gas reductions as a result of the shade.

Second Reading, Public Hearing and Council Vote on an Ordinance to Amend the Community Development Code at Section 17.5, Design Regulations, Concerning Snowmelt Design; Section 17.7, Building Regulations, Concerning Snowmelt Limitations and Establishing a Smart Building Program with Energy Incentives and Energy Mitigation Requirements; and at Section 17.7.20 to Establish the Maximum Time to Complete a Construction Project

Building Official Randy Kee presented the above item stating that staff has made changes to the Ordinance based on previous Council input. Council discussion ensued regarding the proper motivation for homeowners to consider the HERS rating when building. Kim Wheels of Eco Action Partners provided a formula for determining program values and Mr. Hawkins computed the incentives to homeowners if an owner has a HERS rating of 50. Public comment was received by Jonathan Greenspan. Council agreed to proceed with the program and observe what the percentage of participation is among homeowners once it is established. On a **MOTION** by Cath Jett and seconded by Marty McKinley, Council voted 5-1, with Dan Jansen dissenting, to adopt an Ordinance Amending the Community Development Code at Section 17.5, Design Regulations, Concerning Snowmelt Design; Section 17.7, Building Regulations, Concerning Snowmelt Limitations and Establishing a Smart Building Program with Energy Incentives and Energy Mitigation Requirements; and at Section 17.7.20 to Establish the Maximum Time to Complete a Construction Project as presented.

Police Department:

Mayor Dan Jansen performed the following:

- a. **Swearing in of New Police Officer Krysten Gottman**
- b. **Re-affirm Oath of Office for Police Officers**

On a **MOTION** by Marty McKinley and seconded by John Howe, Council voted unanimously to extend the meeting beyond 6 hours.

Dave Schillaci left the meeting at 3:02 p.m.

Other Business:

- a. **Consideration of Support for Submitting a Letter of Intent for the 2017 American Planning Association State Conference**

Kim Montgomery presented the above. Council discussion ensued. On **MOTION** by John Howe and seconded by Dave Schillaci, Council voted unanimously to authorize the Mayor to sign the above letter.

b. Consideration of Moving a Previously Approved Vending Cart (Backyard BBQ) from Sunset Plaza to Heritage Plaza

Director of Plaza & Environmental Services Deanna Drew presented the above item explaining that Nick Pasquariello, who owns the Backyard BBQ vending cart, has asked Council to consider allowing the cart to relocate to Heritage Plaza for the remainder of the 2014-15 ski season due to several issues:

- Lack of pedestrian traffic at his current location in Sunset Plaza
- The BBQ Cart is not advertised on the directories
- Sunset Plaza is not a winter lunch destination Plaza
- Sunset Plaza is not heated and requires snow shoveling
- Cart is required to be removed each night.

Council discussion ensued. On a **MOTION** by John Howe and seconded by Michelle Sherry, Council voted 3-3 (with Marty McKinley, Jonette Bronson & Cath Jett dissenting) to allow Backyard BBQ to move to Heritage Plaza with the location to be determined by staff and for the remainder of the 2015 season. David Reed explained that in the case of a tie vote, the item will be continued to the February 19th Town Council meeting. Council directed staff in the meantime to move the vendor to a more visible location on Sunset Plaza and allow for a sandwich board to be utilized with a three month exception for extenuating circumstances. Additional signage for Sunset Plaza vendors was also discussed.

c. Other

There was no other business.

There being no further business, on a **MOTION** by John Howe and seconded by Cath Jett, Council unanimously agreed to adjourn the meeting at 3:57 p.m.

Respectfully prepared,

Respectfully submitted,

Susan Johnston
Deputy Town Clerk

Jackie Kennefick
Town Clerk



Agenda Item # 3b

TOWN OF MOUNTAIN VILLAGE
455 Mountain Village Blvd. Suite A
Mountain Village, Co 81435
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**TOWN OF MOUNTAIN VILLAGE
MINUTES OF THE JANUARY 20, 2015
TOWN COUNCIL- STAFF WORK SESSION**

DRAFT

The meeting of the Town Council was called to order at 1:00 p.m. at the Meadows Post Office site and 2:09 p.m. in Council Chambers on Tuesday, January 20, 2015 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:

Dave Schillaci
John Howe
Michelle Sherry
Marty McKinley (meeting only)

The following Town Council members were absent:

Dan Jansen, Mayor
Cath Jett, Mayor Pro Tem
Jonette Bronson

Also in attendance were:

Kim Montgomery, Town Manager
Jackie Kennefick, Director of Administration/Town Clerk
Susan Johnston, Deputy Town Clerk
David Reed, Town Attorney
Chris Hawkins, Director of Community Development
Finn Kjome, Public Works Director
Chris Colter, Director of Transit & Recreation
Chris Broady, Police Chief
Jolana Vanek
Richard Thorpe
Jeffrey Fasolo

Michelle Sherry was appointed chair and called the meeting to order at 2:09 p.m.

Site Walk of Meadows Area Affected by Proposed Improvement Plan- Meet at Meadows Post Office

Attendees: Kim Montgomery, Jackie Kennefick, Susan Johnston, Chris Hawkins, Finn Kjome, Chris Colter, Chris Broady, Jolana Vanek, Richard Thorpe, Jeffrey Fasolo.

Council-Staff Work Session to Discuss the Meadows Improvement Plan

Director of Community Development Chris Hawkins opened the discussion stating that the purpose of the meeting is to evaluate the Meadows area improvements list. The list will be evaluated annually for prioritization in the budget process. Extensive Council discussion ensued. The following direction was given to staff regarding specific improvement sections in the Meadows:

For the Meadows Parking Lot Park shown in Section 7

- Provide landscape buffer and fence improvements to keep children in the park.
- Keep the option to expand the Park adjacent to the Meadows Parking Lot pending future TSG approval.

For the Meadows Parking Lot shown in Section 7

- Add temporary bathroom by post office
- Look at new Americans with Disabilities Act (ADA) ramp parallel to post office that is perpendicular to Northstar driveway versus curved ADA access

For Section 5, New Walkway from pedestrian bridge to Northstar access driveway

- Break out the costs of the ADA accessible walk, new stairs and new sidewalk along north side of the North Star Driveway
- Ensure sidewalk connects to sidewalk along Adams Ranch Road to create walking loop in the Meadows
- Add sidewalk connecting to Northstar from proposed sidewalk

For Section 4, Sidewalk from Fairway Four to Adams Ranch Road Intersection by Big Billies

- Majority of Council members indicated sidewalk should be on east side of Adams Ranch Road to intersection with North Star driveway/Adams Ranch Road then cross to the north side of the street across from Spring Creek preceding to the Adams Ranch Road by Big Billies
- Explore methods to allow for Aspen regeneration in snow storage area for Big Billies
- Improve the visibility of the current Adams Ranch Road intersection by Big Billies

For Section 6, Big Billies Chondola Connection

- Establish new pedestrian path on south side of Big Billies along Prospect Creek concurrent with the future redevelopment of the property
- Consider installing lighting along the current pedestrian path
- Consider installing new sidewalk connection to existing sidewalks on north side of Big Billies on the west side of the breezeway access drive

Section 9, Pocket Park

- Reach out to Parker Ridge as part of Meadows Improvement Plan process

Final plan needs to:

- Have a Comprehensive Plan-like document with verbiage and details
- Map out all improvements in final plan
- Ensure it is a living document that is considered as a part of the annual budget process
- Include a goal to create an overall landscaping plan for the Meadows

Marty McKinley left the meeting at 2:44 p.m.

There being no further business, on a **MOTION** by Michelle Sherry and seconded by John Howe, Council unanimously agreed to adjourn the meeting at 3:20 p.m.

Respectfully prepared,

Respectfully submitted,

Susan Johnston
Deputy Town Clerk

Jackie Kennefick
Town Clerk

3c

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
MOUNTAIN VILLAGE, COLORADO,
RATIFYING COUNCIL APPROVAL OF AN AGREEMENT TO CONVEY A PORTION
OF LOT 1003R-1, THE MEDICAL CENTER SITE, TO THE TELLURIDE HOSPITAL
DISTRICT FOR THE NEW TELLURIDE MEDICAL CENTER**

NO. 2015-02-_____

RECITALS:

- A.** The Town of Mountain Village (the “Town”) is a Home Rule Municipality pursuant to Article XX of the Constitution of the State of Colorado; and
- B.** The Town of Mountain Village Town Council (the “Town Council”), at the January 15, 2015 Regular Town Council Meeting, approved a Land Acquisition and Conveyance Agreement to convey a Portion of Lot 1003R-1, the Medical Center Site, to the Telluride Hospital District, a political subdivision of the State of Colorado (the “District”), and authorized the Mayor to execute such agreement; and
- C.** Article XI Section 11.5 of the Town Charter holds that the Town, by ordinance or resolution of the Town Council, may sell or dispose of municipally owned buildings or real property in use for public purposes without first obtaining the approval of the majority of its electorate.

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

The Town Council, in accordance with the provisions of the Town Charter, hereby ratifies and affirms the January 23, 2015 Land Acquisition and Conveyance Agreement to convey a Portion of Lot 1003R-1, the Medical Center Site, to the District for the new Telluride Medical Center, and further authorizes the execution of all documents in connection therewith.

ADOPTED AND APPROVED by the Town Council, at a regular meeting held on the 19th day of February, 2015.

TOWN OF MOUNTAIN VILLAGE TOWN COUNCIL

By: _____
Dan Jansen, Mayor

ATTEST:

By: _____
Jackie Kennefick, Town Clerk

APPROVED AS TO FORM:

By: _____
J. David Reed, Town Attorney

3d

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
MOUNTAIN VILLAGE, COLORADO
RATIFYING COUNCIL APPROVAL OF AN AGREEMENT TO SELL A PORTION OF
LOT 1003R-1, THE LOFTS AT MOUNTAIN VILLAGE SITE, TO BELEM
PROPERTIES CO. LLC FOR PURPOSES OF DEVELOPING WORKFORCE
HOUSING**

NO. 2015-02-_____

RECITALS:

- A. The Town of Mountain Village (the “Town”) is a Home Rule Municipality pursuant to Article XX of the Constitution of the State of Colorado; and
- B. The Town of Mountain Village Town Council (the “Town Council”), at the January 15, 2015 Regular Town Council Meeting, approved an Agreement to Sell a Portion of Lot 1003R-1, the Lofts at Mountain Village Site, to Belem Properties Co. LLC, a Colorado limited liability company (“Belem”), and authorized the Mayor to execute such agreement; and
- C. Article XI Section 11.5 of the Town Charter holds that the Town, by ordinance or resolution of the Town Council, may sell or dispose of municipally owned buildings or real property in use for public purposes without first obtaining the approval of the majority of its electorate.

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

The Town Council, in accordance with the provisions of the Town Charter, hereby ratifies and affirms the January 15, 2015 Agreement to Sell a Portion of Lot 1003R-1, the Lofts at Mountain Village Site, to Belem for purposes of developing workforce housing, and further authorizes the execution of all documents in connection therewith.

ADOPTED AND APPROVED by the Town Council, at a regular meeting held on the 19th day of February, 2015.

TOWN OF MOUNTAIN VILLAGE TOWN COUNCIL

By: _____
Dan Jansen, Mayor

ATTEST:

By: _____
Jackie Kennefick, Town Clerk

APPROVED AS TO FORM:

By: _____
J. David Reed, Town Attorney



AGENDA ITEM #4

Date: February 12, 2015
To: Town Council, Acting as the Liquor Licensing Authority
From: Jackie Kennefick, Director of Administration/Town Clerk
RE: February 19, 2015 Considerations of the Liquor Licensing Authority

Consideration of an Application by Telski Food & Beverage Services, LLC, DBA Tomboy Tavern for a Modification of Premises Permit on the Hotel & Restaurant Liquor License for Mountain Town Get Down, a Special Event in Heritage Plaza on March 27-29, 2015

All required documentation and fees have been received and found to be in compliance. TSG is requesting approval to modify the Tomboy Tavern's Hotel & Restaurant liquor license for the second annual Mountain Town Get Down special event in Heritage Plaza on March 27-29, 2015. Police Chief Chris Broady has reviewed the application and any areas of concern have been adequately addressed by TSG staff. A Special Events Permit application for the overall event has been submitted and is under review by staff.

Staff recommendation: Motion to approve application by Telski Food & Beverage Services, LLC, DBA Tomboy Tavern for a Modification of Premises Permit on the Hotel & Restaurant Liquor License for the Mountain Town Get Down special event in Heritage Plaza on March 27-29, 2015.



565 MOUNTAIN VILLAGE BOULEVARD, TELLURIDE, CO 81435
970.728.7314

January 15, 2015

Town Council

Town of Mountain Village

Ref. Application for Temporary Modification of Premises

Telluride Food and Beverage LLC is requesting approval to modify the liquor license number 40 91959001 for the dates of March 27 – 29, 2015 to repeat the popular 2014 event, “Telluride’s Mountain Town Get Down” to be held in the Heritage Plaza of the Mountain Village Core. The modification of liquor license will primarily be used on Saturday, March 28, 2014, however set-up and tear-down are scheduled for Friday, March 27 and Sunday, March 29. These dates have been included in the application in order to cover alternate dates of artist availability.

Telluride’s Mountain Town Get Down highlights free live music in Mountain Village’s Heritage Plaza. Musicians would perform from approximately 12 p.m. to 8 p.m. We are currently planning on two main bands to play on Saturday, March 28th. Both bands will showcase music free of charge to the public.

Telluride Ski Resort would like to position two temporary bars in the the fenced-in concert venue area. The bars would be accessible for adults 21 years of age and older, offering alcoholic beverages for purchase. Only TIPs or SERVSAFE certified bartenders will be tending the bars.

This event is being produced once again to enhance the vitality of Mountain Village during spring ski season and help end the ski season on a high note.

We would like to thank the town of Mountain Village and the State of Colorado for reviewing this application, and respectfully request its approval.

Thank you for your consideration.

Sincerely,

Stephen Roth
Executive Director of Culinary Services



TOWN OF MOUNTAIN VILLAGE
455 Mountain Village Blvd. Suite A
Mountain Village, Co 81435
970-728-8000
970-728-4342 Fax
mvclerk@mtnvillage.org

January 16, 2015


Colorado Department of Revenue
Liquor Enforcement Division
Denver, CO 81435

To State of Colorado Liquor Enforcement Division:

The Town of Mountain Village authorizes use of the Town owned plaza space pursuant to the Temporary Modification of Premises Permit Application by Telski Food & Beverage Services DBA Tomboy Tavern on Friday March 27th thru Sunday, March 29th, 2015 for an event named "Telluride's Mountain Town Get Down."

This letter serves to show that Tomboy Tavern has possession of the space for the event. Please contact Town Clerk Jackie Kennefick at 970-369-6406 should you have any questions.

Sincerely,


Kim Montgomery
Town Manager

Kim Montgomery
2015.01.21 10:00:14 -07'00'

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 40 91959 001		
ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN		
LOCAL LICENSE FEE \$ _____		
APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165		
1. Applicant is a		PRESENT LICENSE NUMBER
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership..... <input checked="" type="checkbox"/> Limited Liability Company		40 91959 001
2. Name of Licensee	3. Trade Name	
Telski Food and Beverage Services LLC	DBA: Tomboy Tavern	
4. Location Address		
565 Mountain Village BLVD		
City	County	ZIP
Town of Mountain Village	San Miguel	81435
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.		
Section A – Manager reg/change		Section C
• License Account No. _____ 1983-750 (999) <input type="checkbox"/> Manager's Registration (Hotel & Restr.)..\$75.00 2012-750 (999) <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses) NO FEE		2210-100 (999) <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 2200-100 (999) <input type="checkbox"/> Wholesale Branch House Permit (ea).... 100.00 2260-100 (999) <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) .50.00 2230-100 (999) <input type="checkbox"/> Change Location Permit (ea)..... 150.00 2280-100 (999) <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>2</u> Total Fee <u>300</u>
Section B – Duplicate License		
• Liquor License No. _____ 2270-100 (999) <input type="checkbox"/> Duplicate License\$50.00		2220-100 (999) <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ 1988-100 (999) <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____
DO NOT WRITE IN THIS SPACE – FOR DEPARTMENT OF REVENUE USE ONLY		
DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD
-750 (999)	-100 (999)	TOTAL AMOUNT DUE
		\$ 300.00

INSTRUCTION SHEET

FOR ALL SECTIONS, COMPLETE QUESTIONS 1-4 LOCATED ON PAGE 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 4) **To modify Premise**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 5) **For Optional Premises or Related Facilities** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

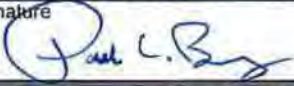
STORAGE PERMIT	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>				
CHANGE TRADE NAME OR CORPORATE NAME	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name</td> <td style="width: 50%; padding: 2px;">New Trade Name</td> </tr> <tr> <td style="width: 50%; padding: 2px;">Old Corporate Name</td> <td style="width: 50%; padding: 2px;">New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
CHANGE OF LOCATION	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				

CHANGE OF MANAGER	<p>8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
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MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY	<p>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>Music Event in Heritage Plaza: 1 performance stage. Bands to perform 12pm to 8pm. Temporary fencing will define "audience area" in center of plaza extending toward ski slope; area will have two temporary bars serving alcohol; entries will be staffed to confine alcoholic beverages to defined space</u></p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start <u>3/27/15</u> (mo/day/year) End <u>3/29/15</u> (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p>
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OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature 	Title Controller	Date 2.12.15
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. **THEREFORE, THIS APPLICATION IS APPROVED.**

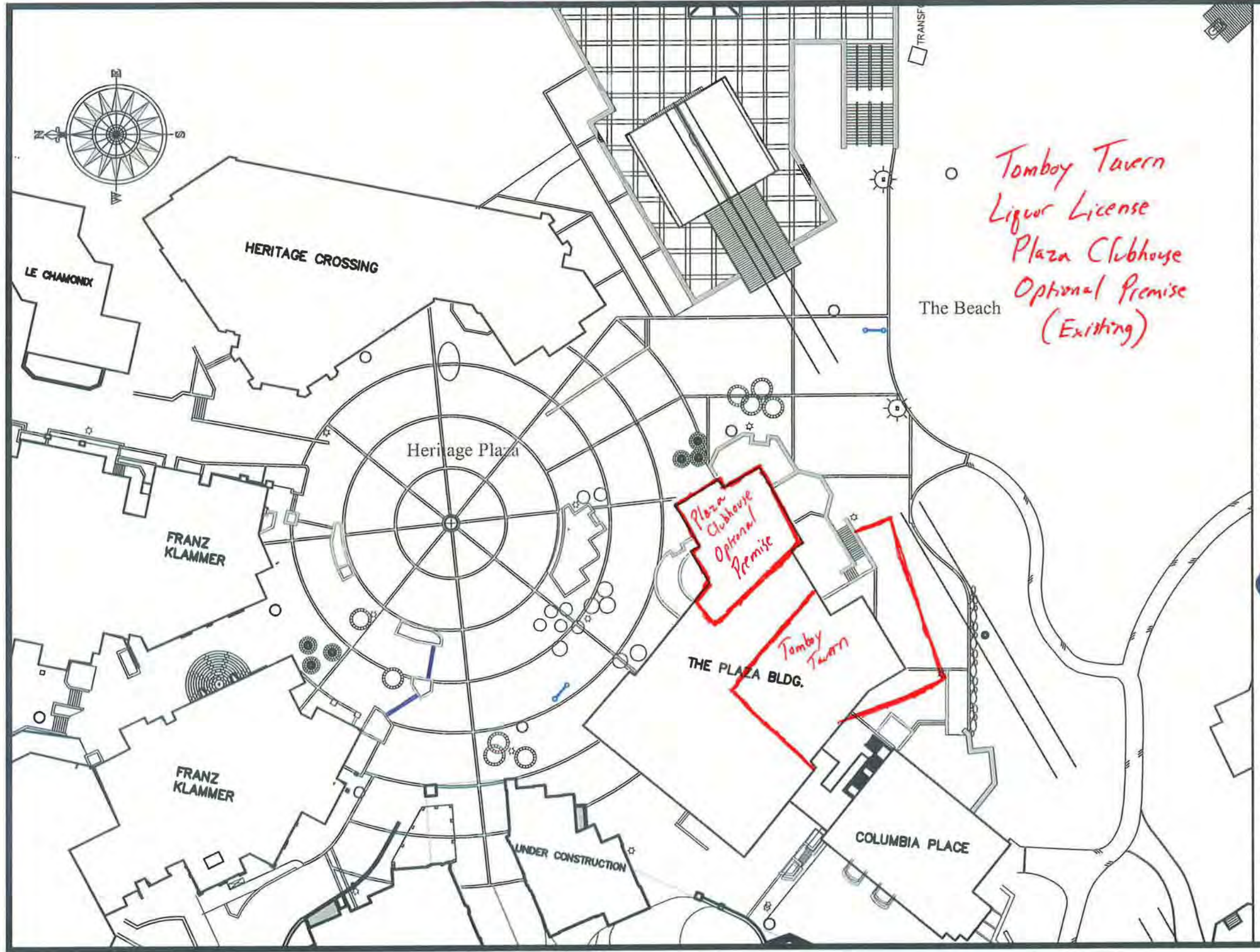
Local Licensing Authority (City or County)	Date filed with Local Authority
Signature	Title

REPORT OF STATE LICENSING AUTHORITY

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date

Before Modification



Mountain Village Special Events
 Special Event Map
 ph: 970-369-4760 fx: 970-369-7656
 www.townofmountainvillage.com







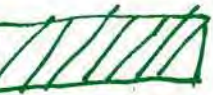


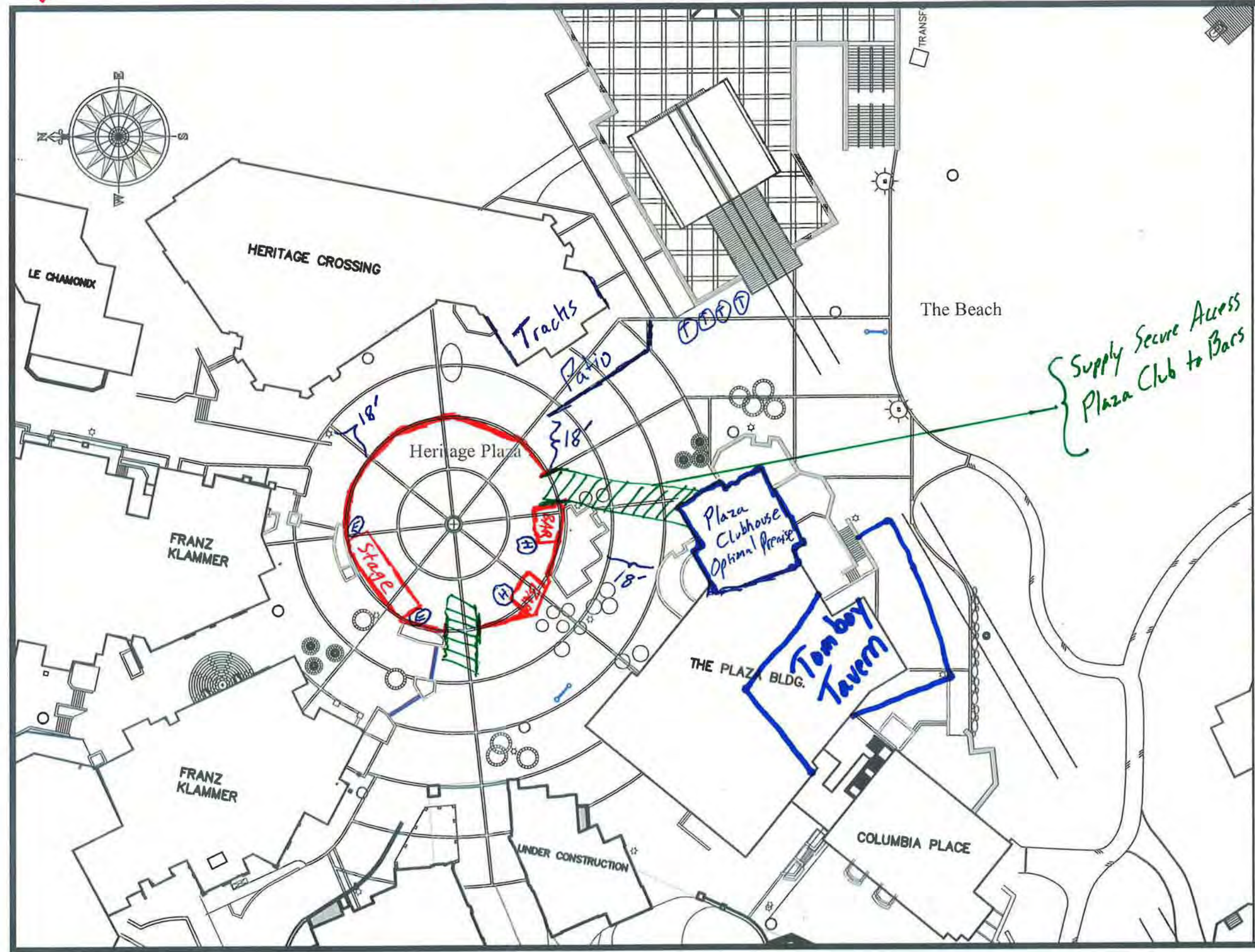
Heritage Plaza
 & The Beach

1" = 60'
 3-14-08

After Modification

(18' Perimeter between fencing & structures)

-  Steel Fencing
-  Stage 24' x 16'
-  BAR Bar 10' x 10'
-  Porta Potties
-  Fire Extinguisher
-  Heater
-  Entryway



Supply Secure Access
Plaza Club to Bars

1" = 60'
3-14-08

Mountain Village Special Events
Special Event Map
ph: 970-369-4760 fx: 970-369-7656
www.townofmountainvillage.com



Heritage Plaza
& The Beach





**COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION**
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

Agenda Item No. 7

TO: Town Council

FROM: Chris Hawkins, Director of Community Development

FOR: Meeting of February 19, 2015

DATE: February 11, 2015

RE: Telluride Apartments Redevelopment:

- A. First Reading, Setting of a Public Hearing and Council Vote on an Ordinance to (1) rezone Lot 640A from the Multi-family Zone District to the Full Use Active Open Space Zone District; and (2) Transfer Density to Increase the Permitted Density from 30 Workforce (employee) apartment units to 91 workforce apartment units and 2,200 square feet of commercial space on Lot 640A and a portion of OSP-35B**
- B. Consideration of a Resolution Approving (1) Conditional Use Permit to Allow for the Development of 91 Workforce Apartment Housing Units on Full Use Active Open Space and on Lot 640A and a portion of OSP-35B (2) a Subdivision to Create Four (4) Lots (Tracts) on Lot 640A and OSP-35B**

PROJECT GEOGRAPHY

Legal Description: Lot 640A and a portion of OSP-35A

Address: 306 Adams Ranch Road

Applicant/Agent: Adams Ranch MV, LLC

Owner:

Lot 640A: Adams Ranch MV, LLC

OSP-35A: TSG Ski and Golf, LLC

Zoning:

Lot 640A: Multi-Family Zone District

OSP-35A: Full Use Active Open Space Zone District

Existing Use: Vacated apartments, vacant land, open space, and a park

Proposed Use: 91 employee apartment units, new Meadows Park

Site Area: 2.2 acres (Includes Proposed Tract A and Tract B)

Density: 41 units per acre

Adjacent Land Uses:

- **North:** Adams Ranch Road/Coyote Court/The Boulders
- **South:** Active Open Space, Golf Course/Northstar
- **East:** Northstar/Open Space –Prospect Creek
- **West:** Timberview

BASIC DEVELOPMENT REQUIREMENTS

Use	Currently Allowed Density			Proposed Density		
	Actual Units	Density Per Unit	Person Equiv. Unit Density	Actual Units	Density Per Unit	Person Equiv. Unit Density
Emp. Apts.	30	3	90	91	3	273
Required Density Transfer	61	3	183			

Building Height¹:

	Allowed:	Proposed
○ Maximum:	48' +5'	53'
○ Maximum Average:	48'	tbd

Required Parking Spaces:

Land Use	Number of Apt. Units	Parking Requirement	Required Parking Spaces	
Employee Condominium	91	1.5 sp./unit	137	
HOA for Service Vehicles		1 to 5	1	
Total Required Parking Spaces for the Project			138	
Provided Spaces	Regular Parking Spaces	Accessible	HOA-Service	Total
Surface Parking	70	not marked	not marked	70
Garage Parking	69	2	not marked	71
Total Spaces	139	2		141

ATTACHMENTS

1. Applicant Narrative (Exhibit A)
2. Conceptual Plans (Exhibit B)
3. Wetland Delineation (Exhibit C)
4. Meadow Floor Area Ratio Map (Exhibit D)
5. Public Comments on Proposal (Exhibit E)
6. Letter from Town Consulting Engineer (Exhibit F)

RECORD DOCUMENTS

- Town of Mountain Village Community Development Code (as amended) (the “CDC”)
- Town of Mountain Village Home Rule Charter (as amended) (the “Charter”)
- Design Review Application as maintained by the Community Development Department.

BACKGROUND

DRB Recommendation

The Design Review Board conducted a public hearing on the development applications as defined below under Overview of Development Applications (the “Development Applications”)

¹ Building height and average building height will be re-evaluated with any future Design Review Process development application.

on January 8, 2015 and unanimously passed a motion to recommend the Council approve the applications with the following conditions:

1. The rezoning, density transfer and conditional use permit are approving the density and the general location of the building, general scale and mass, parking areas, accessways, and the park. The final location and design of the building, grading, landscaping, parking areas, accessways and other site improvements shall be determined with the required Design Review Process application pursuant to the applicable requirements of the CDC, including but not limited to the Design Regulations, Wetland Regulations and the Road and Driveway Standards.
2. The proposed density and the general location of the building shall remain substantially as shown in the final approved conceptual plans.
3. The scale and mass of the building and the associated floor area shall not increase from that approved during the rezoning; nor shall the amount of building articulation change substantially without approval of the DRB during the Design Review process application.
4. Prior to submitting for the required Design Review Process development application, the applicant shall obtain approval for the wetland delineation from the United States Army Corps of Engineers.
5. The park shall be designed to the satisfaction of the Design Review Board concurrent with the Design Review Process application, including but not limited to access, grading, useable park area, play equipment, river access/river park, and other park features. This final design will only be achieved by the Town working closely with the developer and the community to create the best park possible while also allowing for the efficient development of the workforce housing project.
6. Prior to the Town Council approving the development applications, the applicant shall enter into a development agreement with the Town to address the following and other topics that arise during the rezoning:
 - 6.1. Public Improvements (landscaping, park improvements, new bus stop and shelter by Coyote Court, lighting, etc.)
 - 6.2. Density and bedroom mix;
 - 6.3. Snow storage on the park and maintenance of such area;
 - 6.4. Noise;
 - 6.5. Dogs and cats;
 - 6.6. Maximum occupancy of each unit;
 - 6.7. Wetland protection;
 - 6.8. Fence with Northstar;
 - 6.9. Water Quality Protection.
 - 6.10. Meadows Sign Replacement;
 - 6.11. Park Design; and,
 - 6.12. Composite Utilities Plan.
7. Trash and recycling facilities shall be located to minimize and mitigate impacts to Northstar and Timberview.
8. Prior to the Town Council reviewing the subdivision, the plat shall be revised to meet the Subdivision Regulations. [Staff Note: The only missing element is the plat cover sheet which is a technical review to ensure consistency with Subdivision]

Overview of Development Applications

The Applicant seeks to construct 91 workforce housing units. To reach that objective, the Applicant must secure approval for the following development applications (the below are collectively referred to as the “Development Applications”):

1. **Rezoning.** The Applicant proposes rezoning Lot 640A from the Multi-family Zone District to the Full Use Active Open Space Zone District (workforce housing is allowed as a conditional use in the Full Use Active Open Space Zone District). A rezoning is required by the Community Development Code (CDC) to change zone districts or to transfer density to or from a site. The main goal for rezoning Lot 640A to the Full Use Active Open Space Zone District is to allow for the land area in the lot to be counted as Replacement Open Space for future rezonings as defined and permitted in the CDC (the “Rezoning Application”).
2. **Density Transfer.** The Applicant is proposing to transfer 61 employee apartments to the site to construct 91 units, with 30 apartment units permitted by the underlying zoning (the “Density Transfer Application”).
3. **Conditional Use Permit.** The Applicant proposes a conditional use permit to (A) allow for the development of workforce housing on a portion of OSP-35A (The CDC requires a conditional use permit to allow workforce housing on Full Use Active Open Space); and (B) allow for the workforce housing units on the new open space zoning on Lot 640A (the “Conditional Use Permit Application”).
4. **Subdivision.** The Applicant proposes to re-subdivide Lot 640A and OSP-35A into four new lots as shown on the draft plat, with Tract A, Hillside Open Space, containing 0.52 acre.; Tract B, Development Site, containing 1.68 acres; Tract C, Park Parcel, containing 1.22 acres; and Tract D, OSP-35AR, containing 2.66 acres. The total site area for the proposed development includes Tract A and Tract B for a total of 2.2 acres (the “Subdivision Application”).

The proposal is for 91 apartment units with 23 three-bedroom units (1,105 sq. ft.), 60 two-bedroom units (840 sq. ft.) and 8 one-bedroom units (540 sq. ft.). The total estimated maximum population for the project would be 210 persons based on San Miguel County Census data indicating 2.53 persons per household in the 2010 Census.

It should be noted that the Applicant is not seeking a Design Review Process Development Application at this time, so the attached plans are intended to only provide a high level, conceptual view of the overall project design to be evaluated by the applicable criteria for decision as set forth below. Any future Design Review Process application will fully evaluate the project pursuant to all the detailed requirements of the CDC, including but not limited to the Design Regulations and the Supplementary Regulations (Environmental Regulations, Road and Driveway Standards, etc.). Approval of the Development Applications does not vest Development Rights. All design details, including but not limited to, grading, drainage, landscaping, snow storage, parking area design, park design, and building design shall be determined by the DRB during the Design Review Application Process. The Design Review Process shall not amend, change or alter the general building massing, density, and location, that may be approved by Council and there is a specific condition in the proposed ordinance limiting building mass, density, scale and general location to the final rezoning plans submitted to and approved by the Council.

Current Site Conditions

Lot 640A is the current location for the Telluride Apartments, which currently consists of 30 employee apartments on 2.6 acres. The Town issued a notice and order to the Telluride Apartments project in November of 2008 directing the property to be vacated due to significant mold issues that caused the creation of a dangerous building. The building has been vacant since that time, with slowly deteriorating conditions on the interior and the exterior of the building causing what staff considers a negative impact to the Meadows area.

The site has two main natural features that influence the proposed location of development, with the forested hillside to the south and wetlands framing the development site. Wetlands on a recent US Army Corps of Engineers (“Corps”) wetland delineation are shown on the east side of the site along Prospect Creek and the west side of the site. The forested hillside has steep slopes that are approximately a 50% grade in most areas. The site of the proposed development has a grade change of approximately 18 feet, with the lowest grade of 9075 feet located on the northeast corner to the east of the current Meadows neighborhood sign and the highest grade of 9093 feet.

At some point in time a park area evolved on the undeveloped portion of Lot 640A and on a portion of OSP-35A without any formal public easements being granted or other Town approvals. The Town currently irrigates, mows, and otherwise maintains the grassy lawn area. Play equipment and a basketball court are located in closer proximity to the existing apartment building, which is used by the general public. The approximate land size of the “park” area today is 0.5 acre depending upon where the measurements are taken from Staff is unsure of the evolution of the Town-maintained park area.

Comprehensive Plan Context

The Mountain Village Comprehensive Plan (the “Comprehensive Plan”) describes the subject site as Parcel G in the Meadows Subarea. The Comprehensive Plan’s Meadows Development Table provides for a “target density” of 91 employee units, with a target maximum building height of 48 feet. The Comprehensive Plan also includes the following policies for Parcel G:

1. Provide a playfield on or adjacent to Parcel G Telluride Apartments. At a minimum, provide park equipment desired by area neighbors such as a gazebo, grills, horseshoe pits, play equipment, a small play field, and a regulation sand volleyball area. Consult with area neighbors to determine appropriate park equipment, site design, and landscaping.
2. Provide a fence along the North Star property line to the east.

The Comprehensive Plan specifically focuses on infill development in the Mountain Village Center, Town Hall, and Meadows subareas in order to achieve the vision statements and the principles, policies and actions of the Comprehensive Plan. In the Meadows subarea, the Comprehensive Plan identifies sites that should accommodate higher density employee housing projects to mitigate the impacts caused by overall development of the Comprehensive Plan, and to create a more sustainable community. Lot 640A is one of the sites in the Meadows that received a significant increase in target density due primarily to the relative flatness of a majority of the site, and the existing low density building on only a portion of the overall lot.

The following Comprehensive Plan policies are applicable to the DRB’s considerations on the development applications:

Land Use Principles, Policies and Actions, Principle I, Policies B, C & G

- B. Require rezoning, Planned Unit Developments (PUD), subdivisions, special use permits, density transfers, and other discretionary land use applications to be in general conformance with the Land Use Plan, the Subarea Plans and their associated principles and policies, and the applicable policies of the Comprehensive Plan.
- C. Permit development applications in general conformance with the Comprehensive Plan per the applicable criteria for decision-making.
- G. Require a rezoning, PUD, subdivision or density transfer to meet the following applicable criteria:
 - 1. A proposal shall not increase the town's density beyond the 8,027 person equivalent density cap in accordance with the terms of the County Settlement Agreement [The settlement agreement allows for the creation of bonus employee density].
 - 2. A proposal generally meets the targeted parcel density as identified in the Development Tables for each Subarea Plan.
 - 3. A proposal shall meet the adopted criteria for decision-making for the required development review processes.
 - 4. A proposal to rezone, subdivide or transfer density shall provide public benefits listed in the Public Benefits Table.
 - 5. A proposal that involves rezoning open space, as envisioned by the Comprehensive Plan, shall provide an equal or greater amount of replacement of open space within the original County PUD boundary in accordance with the terms of the County Settlement Agreement and LUO and Design Guidelines.
 - 6. The proposal will meet the following or equivalent standards:
 - 6.1. Minimize and mitigate a project's visual impacts, to the extent practical, while also providing the targeted density identified in each Subarea Plan Development Table. It is understood that some visual impacts will occur with development.
 - 6.2. Ensure appropriate scale and mass that fits the site(s) under review.
 - 6.3. Avoid, minimize and mitigate environmental and geotechnical impacts, to the extent practical, consistent with the Comprehensive Plan while also providing the target density identified in each Subarea Plan Development Table.
 - 6.4. Address all site-specific issues to the satisfaction of the town such as, but not limited to, the location of trash facilities, grease trap cleanouts, restaurant vents, and access points.

CRITERIA FOR DECISION

Rezoning Criteria

- 1. The proposed rezoning is in general conformance with the goals, policies and provisions of the Comprehensive Plan;
- 2. The proposed rezoning is consistent with the Zoning and Land Use Regulations;
- 3. The proposed rezoning meets the Comprehensive Plan project standards;
- 4. The proposed rezoning is consistent with public health, safety and welfare, as well as efficiency and economy in the use of land and its resources;
- 5. The proposed rezoning is justified because there is an error in the current zoning, there have been changes in conditions in the vicinity or there are specific policies in the Comprehensive Plan that contemplate the rezoning;
- 6. Adequate public facilities and services are available to serve the intended land uses;
- 7. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and

8. The proposed rezoning meets all applicable Town regulations and standards.

Density Transfer Criteria

1. The criteria for decision for a rezoning are met, since such density transfer must be processed concurrently with a rezoning development application (except for MPUD development applications);
2. The density transfer meets the density transfer and density bank policies; and
3. The proposed density transfer meets all applicable Town regulations and standards.

Conditional Use Permit Criteria

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.

Subdivision Criteria for Decision

1. The proposed subdivision is in general conformance with the goals, policies and provisions of the Comprehensive Plan;
2. The proposed subdivision is consistent with the applicable Zoning and Land Use Regulations and any PUD development agreement regulating development of the property;
3. The proposed density is assigned to the lot by the official land use and density allocation, or the applicant is processing a concurrent rezoning and density transfer;
4. The proposed subdivision is consistent with the applicable Subdivision Regulations;
5. Adequate public facilities and services are available to serve the intended land uses;
6. The applicant has provided evidence to show that all areas of the proposed subdivision that may involve soil or geological conditions that may present hazards or that may require special precautions have been identified, and that the proposed uses are compatible with such conditions;

7. Subdivision access is in compliance with Town standards and codes unless specific variances have been granted in accordance with the variance provisions of this CDC; and
8. The proposed subdivision meets all applicable Town regulations and standards.

ANALYSIS

The Town Council should refer to the draft findings set forth under the recommendation section to review how staff believes the development applications meet the criteria for decision set forth above. Staff believes that the following topics represent the main issues for the Town Council's consideration:

1. Building Scale, Mass and Fit

The Comprehensive Plan and the CDC's Comprehensive Plan Project Standards establish the policy to "ensure appropriate scale and mass that fits the site(s) under review". A conditional use permit criterion also requires that the proposed "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."

Fit and compatibility of development are a discretionary determination by the Town Council. Fit and compatibility can be partially gauged by evaluating similarity of land uses, building height, density per acre, floor area, and floor area ratio. Site design can also help a project fit into an area with building design, landscaping, buffering and other site design elements very important. All of these site design issues will be evaluated during the required Design Review Process Development Application.

The proposed multi-family land use is consistent with surrounding land uses. The building height is also compatible with development in the Meadows with two, three and four stories and a gabled roof. Prospect Plaza, the Outlaws, Big Billies, and Parker Ridge all are four storied buildings. The following table reflects the Floor Area Ratio (FAR) and units per acre and floor area for each development in the Meadows:

Table 1. Approximate Floor Area Ratio and Units Per Acre

Development	Approx. Floor Area	Approx. FAR	Units Per Acre
Coyote Court	15,993	0.2	5
Boulders	39,986	0.4	9
Prospect Plaza	41,092	0.8	7
The Outlaws	18,974	0.4	15
Prospect Creek	15,577	0.3	13
Parker Ridge	30,666	0.6	17
North Star	41,968	0.5	13
Fairway Four	29,103	0.2	9
Spring Creek	22,572	0.4	11
Big Billies	72,026	0.8	75
Terraces	31,114	0.3	11
Total Average	32,643	0.5	17
Multi-Family Average ²	33,677	0.5	19
Proposed Development	84,817	0.9	41
Existing Apartment Bldg.	28,000	0.3	12

² Multi-family average does not include Coyote Court or The Boulders since these are single-family developments.

Evaluating density on a unit per acre basis with differing land uses, such as apartments versus single family, is not an apples-to-apples comparison. For example, Big Billies has small dorm units so the density per acre is higher. Prospect Plaza has two floors of commercial area that are not counted in a units per acre analysis so the density is less than a pure condominium project. Apartment units are also typically smaller than condominium units and single-family homes are typically larger than multi-family units. For the foregoing reasons, units per acre should not be used in The Meadows to gauge fit and compatibility.

Floor Area Ratio (FAR) is a better gauge of compatibility and fit since it is a ratio of the floor area to the lot area. For example, an FAR of 1:1 would be a development with the same amount of floor area as lot area, with a 40,000 sq. ft. lot having a 40,000 sq. ft. building. The average FAR for the Meadows is approximately 0.5:1, or about 50% of the lot area in floor area, with a minimum of 0.2:1 for Coyote Court and a high of 0.8:1 for Prospect Plaza and Big Billies. The proposed development has an FAR of 0.9:1, which is similar to the mass and scale of Prospect Plaza and Big Billies. Exhibit D illustrates the FAR found in the Meadows.

Fit and compatibility can also be achieved through enhanced landscaping and building design, with the mass and scale of buildings mitigated by landscape buffering and building articulation and design. The proposed plans reflect landscaping that will have to be significantly enhanced during the Design Review Process in order to comply with the Landscaping Regulations. The proposed building design includes roof and building articulation stepping down towards Adams Ranch Road, which reduces the scale and mass by stepping.

Fit and compatibility can also be achieved through proper siting of the proposed building. In this case, the applicant has recessed the building into the hillside to minimize visual impacts to North Star and maximize the amount of park area, with the new proposed park lot consisting of 1.22 acres,, which is more than double the size of the current park field, according to the applicant.

2. Wetlands

Comments on a previous development application for the site encouraged the Applicant to recess the building into the hillside in order to minimize visual impacts. There is a wetland located immediately adjacent to the rear of the current building next to a sidewalk. It appears that this wetland was created in a man-made ditch after the original project was developed as a result of drainage from an uphill wetland. The Applicant is proposing to fill this wetland area as shown in the attached Exhibit C. The total impacted wetland area is 0.082 acre. The mitigation plan proposes to create a new drainage from the uphill wetland area and route this into a new drainage swale as shown on the plans, with mitigation accomplished by planting seed stock from the impacted area wetlands.

The Applicant's wetland consultant has indicated that the United States Army Corps of Engineers has not yet approved the delineation. He has further indicated that the Corps of Engineers has provided comments on the proposal, and does not have any issues with the proposal at this time. Town approval of the rezoning should include a condition that, prior to submitting for the required Design Review Process Development Application, the Applicant shall obtain approval for the wetland delineation from the Corps of Engineers. The Town will evaluate the proposed wetland fill pursuant to the Wetland Regulations as a part of the Design Review Process Application. Based on the conceptual plans, staff believes that the proposed fill will meet the following required criteria outlined in the Wetland Regulations:

1. The proposed wetland disturbance is in general conformance with the Comprehensive Plan or is necessary to allow for reasonable use of the lot;
2. The applicant has provided a wetland mitigation plan that provides for replacing the wetland areas proposed for temporary disturbance, or, for wetland fill, replacement wetland areas with the same functions and values of the impacted wetland with the mitigation provided at an appropriate ratio of 1:1 or greater;
3. The United States Army Corps of Engineers ("USACE") has reviewed the proposed wetland disturbance or fill and has either recommended approval to the Town or has approved the required federal permits;
4. The developer shall provide a conservation easement to the Town for the wetland area that requires it to maintain the wetland area over time; and
5. The development has provided for specific best management practices to protect wetland resources not impacted by development from direct and indirect impacts.

3. New Meadows Park

While the provision of critically needed housing is the most significant benefit of the rezoning, Staff believes that the next most significant benefit of the proposed rezoning is the establishment of a new park in accordance with the Comprehensive Plan policies listed above. This park can become the heart of the Meadows community providing needed facilities and improvements. Past comments on Lot 640A have found that residents desire to maximize the amount of relatively flat park area while also providing other desired improvements. While the Applicant has submitted a reasonable and viable conceptual park plan, Staff believes that the amount of useable flat park area can be enhanced by the provision of retaining walls and creative civil engineering. In addition, the park can be expanded towards Prospect Creek to create a river park experience where children and parents can interact with the creek. Park access and park parking also need to be clearly defined. Recognizing that the park is not being designed as a part of these applications, Staff believes that any approval should include a condition that the park be designed to the satisfaction of the Design Review Board concurrent with the Design Review Process Application. To achieve this final design the Town, the developer, and the community should work closely together to create the best park possible while also allowing for the efficient development of the workforce housing project.

Staff would note that the Development Applications propose to dedicate the park tract to the Town, with the developer responsible for constructing, at the developer's own cost and expense, the park and all associated improvements. Upon acceptance of ownership of the park improvements, the Town would then be responsible for the ongoing maintenance of the park. Staff is supportive of the dedication, developer construction and subsequent Town ownership and maintenance, subject to staff review and input on the proposed improvements, including, but not limited to, equipment specifications and warranties. Staff recommend that the Council consider using the project's development revenues (water and sewer tap fees, use tax, etc.) for the creation of a world class community park above and beyond the Comprehensive Plan recommendations, such as the inclusion of a climbing wall on retaining walls, an interactive river park with Prospect Creek and community desired play or recreational equipment. Should Council desire to consider this, staff will prepare an analysis of the estimated revenues to be generated for presentation at the March 26, 2015, Town Council meeting.

4. Development Agreement

The DRB approval included a condition that the applicant enter into a development agreement with the Town to address the following and other topics that arise during the rezoning:

1. Public Improvements (landscaping, park improvements, new bus stop and shelter by Coyote Court, lighting, etc.);
2. Density and bedroom mix;
3. Snow storage on the park and maintenance of such area;
4. Noise;
5. Maximum number of dogs and cats;
6. Maximum occupancy of each unit;
7. Wetland protection;
8. Fence with Northstar;
9. Water Quality Protection;
10. Meadows Sign Replacement;
11. Park Design; and,
12. Composite Utilities Plan.

Staff originally proposed the development agreement since it would bind the developer to meeting important requirements and improvements. If the Council concurs with staff and DRB recommendations, a draft development agreement will be presented to the Council at the March 26, 2015, Council meeting. Staff recommends that approval of the rezoning include a condition that the Applicant enter into the final development agreement prior to issuing any development or building permits for the project and after the required Design Review Process Development Application is approved. Staff believes the development agreement should be reviewed and approved by the Town Council at a public meeting that may also include a recommendation on the agreement by the DRB. This recommended process will allow Town staff, the community and the Council to ensure the development agreement addresses key elements of the project based on acceptable and appropriate detailed designs.

5. Plat Revisions

The proposed subdivision plat must be revised to include a cover page, plat notes and required certificates pursuant to the Subdivision Regulations. Council approval of the plat should include a condition to address the submission of a plat cover page for review and approval by the Town.

INFRASTRUCTURE OVERVIEW

Several of the public comments from Meadows' residents express concerns over the Town's infrastructure and the impacts of the proposed development. The following sections confirm that the Town has adequate infrastructure to support the proposed development:

1. **Water and Sewer Capacity.** The Town's consulting engineer analyzed the water and sewer system capacity and found that the Town's systems as designed and constructed can accommodate the added density even at build-out as envisioned in the Comprehensive Plan. Please refer to the letter in Exhibit F.
2. **Road Capacity.** A transportation study completed for the Comprehensive Plan determined that Adams Ranch Road has good level of service, or capacity, with a volume to capacity ratio of 0.41, which means the road will only be at 41 percent of capacity at build out taking into account all existing development and proposed development in the Comprehensive Plan. The transportation study determined that Russell Drive was only at 8 percent of capacity at build out.
3. **Paving of Adams Ranch Road.** The long range road improvement plan contemplates Adams Ranch Road in the Meadows being overlaid in 2019. The Public Works Director has indicated that the plan is very fluid and could possibly change between now and 2019.

4. **Mountain Village Cable Capacity.** This spring, Mountain Village Cable will be increasing its present internet circuit with CenturyLink from a 1 Gig shared circuit to a 10 Gig dedicated circuit. This will allow the high demands of broad band to flow in and out of the Mountain Village without being choked down by the smaller capacity shared circuit. Other improvements scheduled for 2015 are faster internet speeds and more digital channels.
5. **Police Department Staffing.** The Chief of Police has indicated that current staff will be able to provide adequate police protection to the additional 60 apartment units.

RECOMMENDATION

If the Town Council determines that the proposed development fits the site and is compatible with surrounding area development, staff recommends the Council approve the Lot 640A redevelopment with the following two separate motions:

“I move to approve on first reading an ordinance to (1) rezone Lot 640A from the Multi-Family Zone District to the Full Use Active Open Space Zone District; and (2) transfer density to increase the permitted density from 30 workforce (employee) apartment units to 91 workforce apartment units and 2,200 square feet of commercial space on Lot 640A and a portion of OSP-35B, with direction to the Town Clerk to agendize the second reading of this Ordinance and set another public hearing on March 26, 2014.”

“I move to approve a resolution approving (1) a conditional use permit to allow for the development of 91 workforce apartment housing units on Full Use Active Open Space and on Lot 640A and a portion of OSP-35B (2) a subdivision to create four (4) lots (Tracts) on Lot 640A and OSP-35B.”

If the Council determines the proposed development does not fit the site and is not compatible with surrounding area development, then staff recommends the Council continue the development application, with the following motion:

I move to continue the subject development applications to the March 26, 2015 meeting to be held at the Mountain Village Town Hall at 8:30 am or as soon as practicable thereafter with the following direction on needed changes:

1. Change 1
2. ...

ORDINANCE NO. 2015-___

ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING: (1) REZONE LOT 640A FROM THE MULTI-FAMILY ZONE DISTRICT TO THE FULL USE ACTIVE OPEN SPACE ZONE DISTRICT; AND (2) TRANSFER DENSITY TO INCREASE THE PERMITTED DENSITY FROM 30 WORKFORCE (EMPLOYEE) APARTMENT UNITS TO 91 WORKFORCE APARTMENT UNITS AND 2,200 SQUARE FEET OF COMMERCIAL SPACE ON LOT 640A AND A PORTION OF OSP-35B.

RECITALS

- A. Adams Ranch MV, LLC, (“Owner”) has submitted to the Town: (1) a rezoning development application for a rezoning of Lot 640A from the Multi-family Zone District to the Full Use Active Open Space Zone District; and (2) density transfer application to increase the permitted density from 30 workforce (employee) apartment units to 91 workforce apartment units and 2,200 square feet of commercial space on Lot 640A and a portion of OSP-35B (“**Applications**”) pursuant to the requirements of the Community Development Code (“**CDC**”).
- B. Adams Ranch MV, LLC is the owner of Lot 640A (“**Adams Ranch MV, LLC Property**”).
- C. TSG Ski and Golf, LLC is the owner of OSP-35B (“**TSG Property**”).
- D. TSG Ski and Golf, LLC has consented to an inclusion by the Owner to a portion of the TSG Property into the Applications.
- E. The Adams Ranch MV, LLC Property and the TSG Ski and Golf, LLC Property are collectively referred to as the “**Property**”.
- F. The Property has the following zoning designations pursuant to the Official Land Use and Density Allocation List as recorded at Reception Number 301133 and zoning as set forth on the Town Official Zoning Map:

Lot No.	Zone District	Zoning Designation	Actual Units	Person Equivalent per Actual Unit	Total Person Equivalent Density
Lot 640A	Multi-Family	Employee Apts.	30	3	90
OSP-35B	Full Use Active Open Space	Full Use Active Open Space	0	0	0

- G. Following completion of a joint conceptual work session between the Town Council and the Town’s Design Review Board (“**DRB**”) held on October 17, 2013, the Owner submitted the Applications.
- H. At a public hearing held on January 8, 2015, the DRB considered the Applications, testimony and public comment and recommended to the Town Council that the Applications be approved with conditions pursuant to the requirement of the CDC.
- I. At its regularly scheduled meeting held on February 19, 2015, the Town Council conducted a public hearing pursuant to the CDC and after receiving testimony and public comment, closed the

hearing and approved this Ordinance on first reading and set a further public hearing on March 26, 2015.

J. At its regularly scheduled meeting held on March 26, 2015, the Town Council conducted a public hearing on this Ordinance, pursuant to the Town Charter and after receiving testimony and public comment, closed the hearing and approved the Applications and this Ordinance on second reading.

K. This Ordinance rezones the Property as follows

Lot No.	Zone District	Zoning Designation	Actual Units	Person Equivalent per Actual Unit	Total Person Equivalent Density
Tract A OS-640A-1	Full Use Active Open Space	Full Use Active Open Space	0	0	0
Tract B OS-640A-2	Multi-Family	Employee Apts.	91	3	273
Tract C OS-640A-3	Full Use Active Open Space	Full Use Active Open Space	0	0	0
Tract D OSP-35AR	Full Use Active Open Space	Full Use Active Open Space	0	0	0

L. The meeting held on February 19, 2015 and the public hearing held on March 26, 2015 were duly publically noticed as required by the CDC Public Hearing Noticing Requirements, including but not limited to notification of all property owners within 400 feet of the Property, posting of a sign and posting on the respective agendas.

M. The Town Council hereby finds and determines that the Applications meet the Rezoning Process Criteria for Decision as provided in CDC Section 17.4.9(D) as follows:

Rezoning Findings

1. The proposed rezoning is in general conformance with the goals, policies and provisions of the Comprehensive Plan because, without limitation:
 - 1.1. The Applications are in general conformance with the Land Use Principles, Policies and Actions, Principle I because the development is consistent with the land use pattern envisioned by the Comprehensive Plan to provide economic and social vibrancy;
 - 1.2. The Applications are in general conformance with the Land Use Principles, Policies and Actions, Principle I, Policy B that requires rezoning, planned unit developments (PUD), subdivisions, special use permits, density transfers, and other discretionary land use applications to be in general conformance with the Land Use Plan, the Subarea Plans and their associated principles and policies, and the applicable policies of the Comprehensive Plan;
 - 1.3. The Applications are in general conformance with the Land Use Principles, Policies and Actions, Principle I, Policy C that permits development applications in general conformance with the Comprehensive Plan per the applicable criteria for decision-making;
 - 1.4. The Applications meet are in general conformance with the Land Use Principles, Policies and Actions, Principle I, Policy G that requires a rezoning, PUD, subdivision or density

- transfer to meet the certain site standards embodied in the CDC as the Comprehensive Plan Project Standards (Please refer to criterion below);
- 1.5. The Applications are in general conformance with the Meadows Subarea Plan Principle, Policy and Action II.B that requires a proposed rezoning, density transfer, or subdivision to strive to reach the target density outlined in the Meadows Development Table which sets forth a target density of 91 deed restricted units for the Property;
 - 1.6. The Applications meet the vision of the Comprehensive Plan by providing for a playfield (park);
 - 1.7. The Comprehensive Plan envisions a fence will be provided along Northstar property in appropriate locations to prevent trespassing.
2. The proposed rezoning is consistent with the Zoning and Land Use Regulations because, without limitation:
 - 2.1. Employee housing is a permitted use on the Property in the current Multi-Family Zone District and is a conditional use in the proposed and current Full Use Active Open Space Zone District;
 - 2.2. The CDC density limitation will not be exceeded because new workforce housing does not count towards the density limitation;
 - 2.3. The platted open space requirements will be met because additional open space is being created; and
 - 2.4. The development will be required to comply with the building height, lot coverage and general easement setback requirements during the required Design Review Process development application.
 3. The proposed rezoning meets the Comprehensive Plan project standards as follows:
 - 3.1. Visual impacts shall be minimized and mitigated to the extent practical, while also providing the targeted density identified in each subarea plan development table. Council is aware that visual impacts will occur with any development. However, the proposed development shall be set back on the Property to mitigate visual impacts to Northstar residents. The building and roof shall be articulated to mitigate visual impacts. Significant landscaping in accordance with the Landscaping Regulations combined with the application of the Design Regulations during the required Design Review Process will further mitigate visual impacts.
 - 3.2. The proposed development has appropriate scale and mass that fits the Property because, without limitation:
 - 3.2.1. The multi-family use is consistent with surrounding land uses.
 - 3.2.2. The proposed building height of four stories is consistent with several other developments in the Meadows, such as Prospect Plaza, Big Billies and Parker Ridge.
 - 3.2.3. The proposed floor area on the Property has approximately the same Floor Area Ratio (FAR) as Prospect Plaza and Big Billies, with the proposed development having an approximate FAR of 0.9:1 and Prospect Plaza and Big Billies having an approximate FAR of 0.8:1.
 - 3.2.4. Prospect Plaza is located next to the low density projects of The Boulders and Coyote Court that have an approximate FAR of 0.4:1 and 0.2:1, respectively;
 - 3.2.5. Big Billies with an FAR of approximately 0.8:1 is located next to The Terraces and Parker Ridge that have approximate FAR of 0.3:1 and 0.6:1, respectively; and
 - 3.2.6. The Meadows has a development pattern of high density development with higher Floor Area Ratios located next to lower density development with lower

Floor Area Ratios, thus, the proposed development fits within this pre-existing development pattern.

- 3.3. Environmental and geotechnical impacts shall be avoided, minimized and mitigated, to the extent practical, consistent with the Comprehensive Plan, while also providing the target density identified in each subarea plan development table because, without limitation:
 - 3.3.1. Wetland impacts will be fully evaluated with the Design Review Process development application pursuant to the CDC Wetland Regulations and the United States Army Corps of Engineers Clean Water Act requirements;
 - 3.3.2. A geotechnical report will be required concurrent with any future building permit application; and,
 - 3.3.3. The development is not located in a floodplain.
 - 3.4. Site-specific issues such as, but not limited to the location of trash facilities, grease trap cleanouts, restaurant vents and access points will be addressed to the satisfaction of the Town DRB, with a condition of approval requiring trash and recycling facilities to be located to minimize and mitigate impacts to Northstar and Timberview;
 - 3.5. There are no impacts to the skier experience or ski runs.
4. The proposed rezoning is consistent with public health, safety and welfare, as well as efficiency and economy in the use of land and its resources because, without limitation:
 - 4.1. The proposed development is envisioned by the Comprehensive Plan to provide for economic and social vibrancy, thus creating a more sustainable community;
 - 4.2. Due in large part to the critical housing shortage, employers in the Telluride Region are not able to a sufficient number of employees to staff their businesses during the 2014-2015 ski season., The proposed development will aid in reducing the housing shortage by providing housing for approximately 146 employees;
 - 4.3. The proposed development will reduce the amount of carbon emissions generated within the Telluride Region, with approximately 146 less commuters into the region on a daily basis; and
 - 4.4. The proposed development will have a positive economic effect on the Telluride Region by contributing to the reduction of economic leakage by housing more employees locally who will shop rather than in the surrounding commuting communities.
 5. The proposed rezoning is justified because of the specific policies in the Comprehensive Plan that contemplate the rezoning as applied for.
 6. Adequate public facilities and services are available to serve the intended land uses because, without limitation:
 - 6.1. The Telluride Fire Protection District will provide adequate fire protection and emergency medical services;
 - 6.2. The Mountain Village Police Department will provide adequate law enforcement services;
 - 6.3. The Town's consulting engineer analyzed the water and sewer system capacity and found that the Town's systems as designed and constructed can accommodate the added density even at build-out with as envisioned in the Comprehensive Plan;
 - 6.4. Mountain Village Cable has adequate existing and planned infrastructure to serve existing and planned development, with a 10 Gig dedicated circuit and faster internet speeds service upgrades authorized for 2015; and,
 - 6.5. The Telluride School District is expanding its facilities to accommodate existing and planned growth in the Telluride Region.

7. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion, because, without limitation:
 - 7.1. A transportation study completed for the Comprehensive Plan determined that Adams Ranch Road has good level of service, or capacity, with a volume to capacity ratio of 0.41, which means the road will only be at 41 percent of capacity at build out taking into account all existing development and proposed development in the Comprehensive Plan. The transportation study determined that Russell Drive was only at 8 percent of capacity at build out;
 - 7.2. The transportation study determined that Russell Drive was only at 8 percent of capacity at build out of the proposed development at build out;
 - 7.3. Adams Ranch Road will be resurfaced by the Town in accordance with the Public Works Department capital improvements plans and schedule.
 - 7.4. The access drives, parking areas, delivery area(s) and trash and recycling areas will, during the required Design Review Process, be designed so as not to create vehicular or pedestrian hazards; and
 - 7.5. Pedestrian infrastructure will be provided to ensure the proposed development is connected to the sidewalk along Adam’s Ranch Road and the bus stops located on the north side of such road.

8. The proposed rezoning meets all applicable Town regulations and standards.

- N. The Town Council finds that the Applications meet the Rezoning Density Transfer Process criteria for decision contained in CDC Section 17.4.10(D)(2) as follows:
 1. The criteria for decision for a rezoning are met;
 2. The density transfer meets the density transfer and density bank policies because, without limitation:
 - a. The Town Council may create workforce housing density that is not in the density bank and transfer it to a site because new workforce housing density is not subject to the density limitation.

NOW, THEREFORE, BE IT RESOLVED that the Town Council approves the Applications.

Section 1. Conditions of Approval

1. The rezoning and density transfer approvals are specifically limited to the density transfer, the general locations of the building, general scale and mass, parking areas, accessways, and the requirement for a park. The final location and design of the building, grading, landscaping, parking areas, accessways and other site improvements shall be considered and determined during the course of the required Design Review Process application pursuant to the applicable requirements of the CDC, including but not limited to the Design Regulations, Wetland Regulations and the Road and Driveway Standards.
2. The general location of the building shall remain substantially as shown in the rezoning plan set submitted by the Applicant, made a part of the record of these proceedings and approved herein. The scale and mass of the building and the associated floor area shall not increase from that approved in this Ordinance.
3. The building articulation as approved in this Ordinance shall not change without the approval of the DRB during the course of the consideration of the Design Review Process application.
4. Prior to submitting required Design Review Process application, the applicant shall first obtain approval of the wetland delineation from the United States Army Corps of Engineers.

5. The park shall be designed to the satisfaction of the Design Review Board during the course of the consideration of the Design Review Process application, including but not limited to access, grading, useable park area, play equipment, river access/river park, and other park features. This final design will only be achieved by the Town working closely with the developer and the community to create the best park possible while also allowing for the efficient development of the workforce housing project.
6. Trash and recycling facilities shall be as approved by the Design Review Board during the course of the consideration of the Design Review Process application but shall be located so as to minimize and mitigate impacts to Northstar and Timberview.

Section 2. Amendment to Official Zoning Map

The Official Zoning Map is hereby amended as set forth in Exhibit A attached hereto and incorporated herein with direction to the Planning Division to prepare the Official Zoning Map as amended herein for the Mayor's signature.

Section 3. Ordinance Effect

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 4. 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 5. Effective Date

This Ordinance shall become effective on April 25, 2015, following public hearing and approval by Council on second reading.

Section 6. Public Hearing

A public hearing on this Ordinance was held on the 26th day of March, 2015 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 19th day of February, 2014.

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 26^h day of March, 2015.**

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:

David Reed, 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 19, 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, Mayor Pro-Tem				
Jonette Bronson				
John Howe				
Michelle Sherry				
Martin McKinley				
Dave Schillaci				

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 Charter.

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 March 26, 2015. 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, Mayor Pro-Tem				
Jonette Bronson				
John Howe				
Michelle Sherry				
Martin McKinley				
Dave Schillaci				

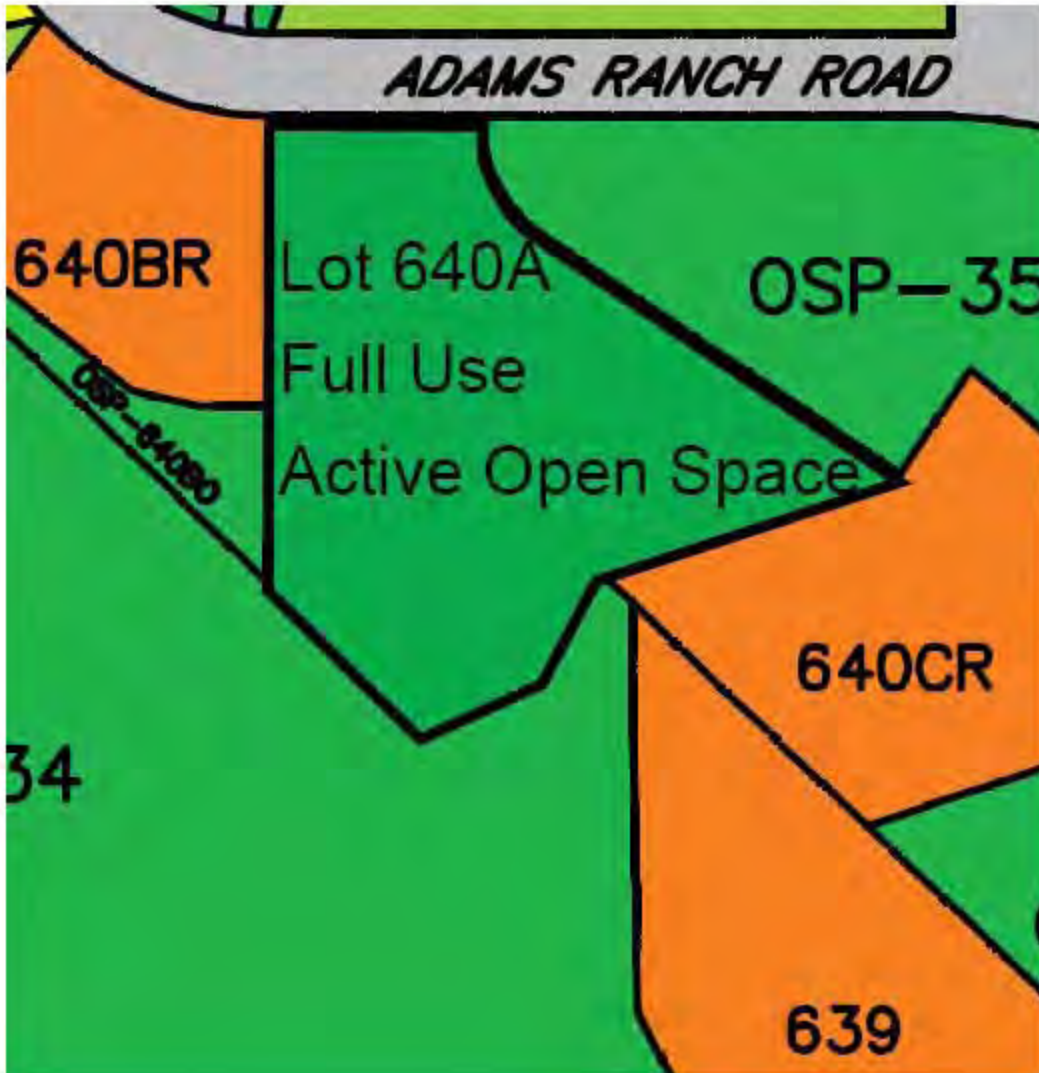
5. The Ordinance has been signed by the Mayor, sealed with the Town seal, attested by me as Town Clerk, and duly numbered and recorded in the official records of the Town.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this ____ day of _____, 2015.

Jackie Kennefick, Town Clerk

(SEAL)

Exhibit A: Official Zoning Map Amendment



RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE APPROVING (1) A CONDITIONAL USE PERMIT TO ALLOW FOR THE DEVELOPMENT OF 91 WORKFORCE APARTMENT HOUSING UNITS ON FULL USE ACTIVE OPEN SPACE AND ON LOT 640A AND A PORTION OF OSP-35B (2) A SUBDIVISION TO CREATE FOUR (4) LOTS (TRACTS) ON LOT 640A AND OSP-35B

Resolution No. 2015-0219-__

- A. Adams Ranch MV, LLC, (“Owner”) has submitted to the Town: (1) a conditional use permit application to allow for the development of 91 workforce apartment housing units on Full Use Active Open Space on Lot 640A and a portion of OSP-35B (the “Conditional Use Application”); and (2) a major subdivision to create four (4) lots (Tracts) on Lot 640A and OSP-35B (the “Subdivision Application”), jointly referred to as (the “**Applications**”) pursuant to the requirements of the Community Development Code (“**CDC**”).
- B. Adams Ranch MV, LLC is the owner of Lot 640A (“**Adams Ranch MV, LLC Property**”).
- C. TSG Ski and Golf, LLC is the owner of OSP-35B (“**TSG Property**”).
- D. TSG Ski and Golf, LLC has consented to inclusion by the Owner to a portion of the TSG Property into the Applications.
- E. The Adams Ranch MV, LLC Property and the TSG Ski and Golf, LLC Property are collectively referred to as the “**Property**”.
- F. Following completion of a joint conceptual work session between the Town Council and the Town’s Design Review Board (“**DRB**”) held on October 17, 2013, the Owner submitted the Applications.
- G. At a public hearing held on January 8, 2015, the DRB considered the Applications, testimony and public comment and recommended to the Town Council that the Applications be approved with conditions pursuant to the requirement of the CDC.
- H. At its regularly scheduled meeting held on February 19, 2015, the Town Council considered the Applications, all submittal materials, public letters and public testimony, and approved the Applications with conditions as set forth in this Resolution.
- I. The Town Council finds and determines that the Conditional Use Application meets the Conditional Use Permit Criteria For Decision as set forth in CDC Section 17.4.14(D) as follows:
 - 1.1. The proposed conditional use is in general conformity with the policies of the principles, policies and actions set forth in the Comprehensive Plan. The Conditional Use Application is in general conformance with Land Use Principles, Policies and Actions, Principle I because the development is consistent with the land use pattern envisioned by the Comprehensive Plan to provide economic and social vibrancy;
 - 1.2. The Conditional Use Application is in general conformance with Land Use Principles, Policies and Actions, Principle I, Policy B that requires rezoning, planned unit developments (PUD), subdivisions, special use permits, density transfers, and other discretionary land use applications to be in general conformance with the Land Use Plan, the Subarea Plans and their associated principles and policies, and the applicable policies of the Comprehensive Plan;

- 1.3. The Conditional Use Application is in general conformance with Land Use Principles, Policies and Actions, Principle I, Policy C that permits development applications in general conformance with the Comprehensive Plan per the applicable criteria for decision-making;
 - 1.4. The Conditional Use Application is in general conformance with Land Use Principles, Policies and Actions, Principle I, Policy G that requires a rezoning, PUD, subdivision or density transfer to meet the certain site standards that have been embodied in the CDC as the Comprehensive Plan Project Standards (Please refer to criterion below) which sets forth a target density of 91 deed restricted units for the Property;
 - 1.5. The Conditional Use Application is in general conformance with the Meadows Subarea Plan Principle, Policy and Action II.B requires any applicant who proposes a rezoning, density transfer, subdivision to strive to reach the target density outlined in the Meadows Development Table which sets forth a target density of 91 deed restricted units for the Property;
 - 1.6. The Conditional Use Application meets the vision of the Comprehensive Plan by providing for a playfield (park); n; and,
 - 1.7. The Comprehensive Plan envisions a fence to be installed along Northstar property in appropriate locations to prevent trespassing.
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 because, without limitation:
 - 2.1. The multi-family use is consistent with surrounding land uses.
 - 2.2. The proposed building height of four stories is consistent with several other developments in the Meadows, such as Prospect Plaza, Big Billies and Parker Ridge.
 - 2.3. The proposed floor area on the Property has approximately the same Floor Area Ratio (FAR) as Prospect Plaza and Big Billies, with the proposed development having an approximate FAR of 0.9:1 and Prospect Plaza and Big Billies having an approximate FAR of 0.8:1.
 - 2.4. Prospect Plaza is located next to the low density projects of The Boulders and Coyote Court that have an approximate FAR of 0.4:1 and 0.2:1, respectively;
 - 2.5. Big Billies with an FAR of approximately 0.8:1 is located next to The Terraces and Parker Ridge that have approximate FAR of 0.3:1 and 0.6:1, respectively; and
 - 2.6. The Meadows has a development pattern of high density development with higher Floor Area Ratios located next to lower density development with lower Floor Area Ratios, thus, the proposed development fits within this pre-existing development pattern.
 - 2.7. Visual impacts shall be minimized and mitigated by positioning the development into the hillside and by roof and building articulation.
 - 2.8. Visual impacts shall be mitigated by intensive landscape buffering to surrounding uses.
 - 2.9. The development shall be evaluated pursuant to the Design Regulations which will further ensure compatibility and harmony with surrounding land uses.
 3. The design, development and operation of the proposed conditional use does not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space because, without limitation: the proposed conditional use will be safely developed and not pose a physical hazard to the neighborhood; adequate infrastructure is available to serve the proposed conditional use; and adequate public facilities area available to serve the proposed conditional use.
 4. The design, development and operation of the proposed conditional use shall not have significant adverse effect to the surrounding property owners and uses because, without limitation:

- 4.1. The multi-family use is consistent with surrounding land uses.
 - 4.2. The proposed building height of four stories is consistent with several other developments in the Meadows, such as Prospect Plaza, Big Billies and Parker Ridge.
 - 4.3. The proposed floor area on the Property has approximately the same Floor Area Ratio (FAR) as Prospect Plaza and Big Billies, with the proposed development having an approximate FAR of 0.9:1 and Prospect Plaza and Big Billies having an approximate FAR of 0.8:1.
 - 4.4. Prospect Plaza is located next to the low density projects of The Boulders and Coyote Court that have an approximate FAR of 0.4:1 and 0.2:1, respectively;
 - 4.5. Big Billies with an FAR of approximately 0.8:1 is located next to The Terraces and Parker Ridge that have approximate FAR of 0.3:1 and 0.6:1, respectively; and
 - 4.6. The Meadows has a development pattern of high density development with higher Floor Area Ratios located next to lower density development with lower Floor Area Ratios, thus, the proposed development fits within this pre-existing development pattern.
 - 4.7. Visual impacts shall be minimized and mitigated by positioning the development into the hillside and by roof and building articulation.
 - 4.8. Visual impacts shall be mitigated by intensive landscape buffering to surrounding uses.
 - 4.9. The development shall be evaluated pursuant to the Design Regulations which will further ensure compatibility and harmony with surrounding land uses.
5. The design, development and operation of the proposed conditional use shall not have significant adverse effect on open space or the purposes of the facilities owned by the Town because, without limitation, the proposed conditional use will create more open space than existed prior to its development, the existing open space park will be enhanced and landscaped buffering will be added to the existing park.
 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 because, without limitation:
 - 6.1. The proposed development shall be setback on the Property to mitigate visual impacts to Northstar residents;
 - 6.2. Wetland impacts resulting from the set back of the proposed development on the Property for the purpose of minimizing visual impacts will be minimized and mitigated in accordance with the Town Wetland Regulations and the United States Army Corps of Engineers 404 permit process;
 - 6.3. The building and roof of the proposed development shall be articulated to mitigate visual impacts;
 - 6.4. Steep slopes, floodplains and other areas subject to environmental hazards shall be avoided; and
 - 6.5. Significant landscaping in accordance with the Landscaping Regulations combined with the application of the Design Regulations during the required Design Review Process will further mitigate visual impacts.
 7. The design, development and operation of the proposed conditional use has adequate infrastructure, with water, sewer, electric, natural gas, telecommunications, police protection, and fire protection all provided to the site because, without limitation:
 - 7.1. The Telluride Fire Protection District will provide adequate fire protection and emergency medical services;
 - 7.2. The Mountain Village Police Department will provide adequate law enforcement services;

- 7.3. The Town’s consulting engineer analyzed the water and sewer system capacity and found that the Town’s systems as designed and constructed can accommodate the added density even at build-out with as envisioned in the Comprehensive Plan;
 - 7.4. Mountain Village Cable has adequate existing and planned infrastructure to serve existing and planned development, with a 10 Gig dedicated circuit and faster internet speeds service upgrades authorized for 2015; and,
 - 7.5. The Telluride School District is expanding its facilities to accommodate existing and planned growth in the Telluride Region.
 - 7.6. The Telluride School District is expanding its facilities to accommodate existing and planned growth in the Telluride Region.
8. The proposed conditional use does not potentially damage or contaminate any public, private, residential or agricultural water supply source because water quality will have to be protected during and after construction; and
 9. The proposed conditional use meets all applicable Town regulations and standards.
 10. The Conditional Use Permit approved by this Resolution shall become valid in perpetuity upon the issuance of a Certificate of Occupancy from the Town for the proposed conditional use.
- J. The Town Council finds and determines that the Subdivision Application meets the Major Subdivision Criteria For Decision set forth in CDC Section 17.4.13(E) as follows:
1. The proposed subdivision is in general conformance with the goals, policies and provisions of the Comprehensive Plan as outlined under the conditional use permit findings above;
 2. The proposed subdivision is consistent with the applicable Zoning and Land Use Regulations because, without limitation:
 - 2.1. Employee housing is a permitted use on the Property in the current Multi-Family Zone District and is a conditional use in the proposed and current Full Use Active Open Space Zone District;
 - 2.2. The CDC density limitation will not be exceeded because new workforce housing does not count towards the density limitation;
 - 2.3. The platted open space requirements will be met because additional open space is being created; and
 - 2.4. The development will be required to comply with the building height, lot coverage and general easement setback requirements during the required Design Review Process development application.
 3. The Applicant is processing concurrent rezoning and density transfer applications;
 4. Upon compliance with Condition 1 set forth below, the proposed subdivision shall be consistent with the applicable Subdivision Regulations because, without limitation:
 - 4.1. The proposed development lot (Tract B OS-640A-2) (the “Proposed Development Lot”) has a frontage of approximately 206 feet when a minimum frontage of 50 feet is required;
 - 4.2. The Proposed Development Lot establishes general vehicular and utility access via the Adams Ranch Road Right-of-Way;
 - 4.3. The size of the Proposed Development Lot of 1.68 acres is in general conformance with the size of surrounding lots;
 - 4.4. The Proposed Development Lot provides for solar access;
 - 4.5. The Proposed Development Lot establishes a general easement setback;

- 4.6. The Proposed Development Lot is designed taking into consideration development patterns envisioned in the Comprehensive Plan, such as topography, convenient and safe access, adequate building area, and utilities;
 - 4.7. The subdivision is designed to protect distinctive natural features to the extent practical;
 - 4.8. The Telluride Fire Protection District will provide fire protection to the Property;
 - 4.9. Fire protection will be provided in accordance with the International Fire Code, and wildfire hazard will be mitigated through the Fire Mitigation Regulations;
 - 4.10. Water, sewer and utilities are designed in accordance with the requirements of the CDC and Town standards; and,
 - 4.11. The Applicant is required to dedicate Tract C OS-640A-3 to the Town and to construct a park, at the Applicant's sole cost and expense, as envisioned in the Comprehensive Plan.
5. Adequate public facilities and services are available to serve the intended land uses because, without limitation:
 - 5.1. The Telluride Fire Protection District will provide adequate fire protection and emergency medical services;
 - 5.2. The Mountain Village Police Department will provide adequate law enforcement services;
 - 5.3. The Town's consulting engineer analyzed the water and sewer system capacity and found that the Town's systems as designed and constructed can accommodate the added density even at build-out with as envisioned in the Comprehensive Plan;
 - 5.4. Mountain Village Cable has adequate existing and planned infrastructure to serve existing and planned development, with a 10 Gig dedicated circuit and faster internet speeds service upgrades authorized for 2015; and,
 - 5.5. The Telluride School District is expanding its facilities to accommodate existing and planned growth in the Telluride Region.
 6. The Applicant has provided evidence to show that all areas of the proposed subdivision that may involve soil or geological conditions that may present hazards or that may require special precautions have been identified, and the proposed uses are compatible with such conditions.
 7. The original subdivision for this area was approved by the County based on a geotechnical report that provided evidence to show that all areas of the proposed subdivision that may involve soil or geological conditions that may present hazards or that may require special precautions have been identified, and that the proposed uses are compatible with such conditions. The applicant will be required to submit a new geotechnical report with any future building permit application;
 8. Subdivision access is in compliance with Town standards and codes including but not limited to maximum grades, driveway width, sight distance and maximum opening; and
 9. The proposed subdivision meets all applicable Town regulations and standards.

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL HEREBY APPROVES (1) A CONDITIONAL USE PERMIT TO ALLOW FOR THE DEVELOPMENT OF 91 WORKFORCE APARTMENT HOUSING UNITS ON FULL USE ACTIVE OPEN SPACE AND ON LOT 640A AND A PORTION OF OSP-35B; (2) A SUBDIVISION TO CREATE FOUR (4) LOTS (TRACTS) ON LOT 640A AND OSP-35B AND AUTHORIZES THE MAYOR TO SIGN THE RESOLUTION SUBJECT TO CONDITIONS SET FORTH IN SECTION 1 BELOW:

1. The Owner shall submit a plat cover sheet in accordance with the Subdivision Regulations prior to recording the plat.
2. The concurrent Rezoning Application and Density Transfer Application Ordinance shall become effective.

Be It Further Resolved that the Property may be developed as submitted in accordance with Resolution NO. 2015-0219-__

Approved by the Town Council at a public meeting February 19, 2015.

Town of Mountain Village, Town Council

By: _____
Dan Jansen, Mayor

Attest:

By: _____
Jackie Kennefick, Town Clerk

Approved as to Form:

J. David Reed, Town Attorney

APPLICATION FOR REVIEW AND APPROVAL OF REZONING/DENSITY TRANSFER APPLICATION, MAJOR SUBDIVISION APPLICATION, AND CONDITIONAL USE PERMIT APPLICATION

Dated and Submitted: October 15, 2014
Owner/Applicant: Adams Ranch MV, LLC (“Applicant”)
Project: Parkside in the Meadows, A Professional Workforce Housing Project
Property: Lot 640A and OSP 35A
Address: 306 Adams Ranch Road
Mountain Village, San Miguel County, Colorado

Overview

Following four public meetings over the past 24 months, including the most recent, a joint work session with the Town Council and Design Review Board in order to seek guidance and direction for this application, Adams Ranch MV, LLC, (“ARMV” and “Owner”) an affiliate of Eastern Partners, LLC, is seeking approval of the Applications set forth herein with respect to Lot 640A and OSP 35A. ARMV and its principals have been working with the Town, staff and various boards since 2011 regarding an Employee Housing development on Lot 640A (the “Lot”), the site of the former Telluride Apartments project. In light of the Mountain Village Comprehensive Plan (“Comp Plan”), which was approved in 2011 after several years of task forces and public vetting, a designation was established on Lot 640A for 91 employee apartments and an adjacent park, and through the prior meetings, AMRV has sought the counsel and approvals for the highest and best solution for the site and the project.

Pursuant to the Town of Mountain Village Community Development Code (“CDC”), any application(s) on Lot 640A are required to be “substantially in compliance” with the Town Comprehensive Plan. And in compliance with that requirement, the Owner hereby tenders the current Applications, requesting the approval of the following:

- An increase in the zoning of Employee Apartments to include approval of the 91 units as set forth in the Comprehensive Plan, from the 30 units currently zoned, and the transfer from the Town of Mountain Village Housing Authority of the additional density points required.
- A Major Subdivision Application, which will seek to adjust and modify certain lot lines of the current Lot 640A and OSP 35A, owned by the Telluride Ski and Golf Company (“TSG”), including a replat of the entirety of Lot 640A from Employee Apartment to Active Open Space, which said Open Space zoning allows for the development of Employee Housing.
- And finally, to approve a Conditional Use Permit to allow the use of the newly zoned Active Open Space for the specific purposes of A) Employee – Workforce Housing, and B) a public park.

Pursuant to a recently executed agreement with TSG, which has been included as an integral part of the Application, the property will be subdivided and replatted as set forth herein, and certain rights titles and interests in the property shall be transferred as set forth in the Agreement with TSG.

Pursuant to the Town CDC, these Applications are being presented for approval with the representations that the mass and scale of the Building will be substantially in the location represented herein, and that improvements must be built generally in compliance with the representations set forth in this application. Although the Applications do not specifically seek approval of the architectural elements of the project, the Applications do seek the following approvals:

- The location and placement of the apartment building on the site
- The size and location of the Park
- The aggregate size (square footage) of the Project, and the general unit mix of the size, number of bedrooms and bathrooms
- The general size and improvements of the Park, and expected amenities thereon.

During the previous public hearings and worksessions, a great deal has been expressed by the residents of the Meadows regarding mass and scale, population impacts, public services, unit mix and the park. ARMV continues to solicit insight and input from the residents of adjacent properties like North Star, Coyote Court, Fairway Four, The Boulders and others. This submission incorporates many of these comments, including prior direction from these Boards in an effort to develop what ARMV expects to be the primary location for work force housing in the Telluride region, the bellwether and centerpiece for the Meadows, and one of the primary economic drivers for the Mountain Village. All of this is in substantial compliance with the Comp Plan requirements for this Parcel, as is demanded by the Town CDC rules for application.

What Has Changed

Pursuant to the direction provided by both Boards in the last Work Session, there are several things that have changed that impact the proposed Project. They are as follows:

- The primary change in the Project, which reflects the comments and direction provided by the Town Council and DRB Board members, and including comments from Meadows residents as well, is that the project massing and siting has been further changed. The revised proposal pushes the bulk of the massing further up against the aspen grove hillside on the west by another 25-30 feet, below the fairway for hole number 4. This final push increases the Park to its largest size at 1.22 acres, approximately 30% larger than before. This change also pulls the north wing of the building back another 25-30 feet, now more than 100 feet from Adams Ranch Road. These changes “open” the Project to the Park, rather than closing it off from the Park. Parking is expanded adjacent to the park, and the building massing will no longer overshadow the Park, or the neighbors to the north.
- Based on the new wetland delineation, the wetlands will be improved subject to the Corp of Engineers to create a man-made creek of sorts down the North Star side of the property line, creating separation and inhibiting pedestrian traffic, while also increasing the park-like experience.
- None of the proposed building will need to encroach into the utility easement with the Timberview development along the west side of the property. As a result, all utility relocations will remain in the appropriate easement, except that ARMV will agree to grant Timberview an easement for an encroaching gas line that doesn’t affect the proposed building relocation.

As a result, the massing along Adams Ranch has been further reduced, the Park is approximately 40% larger than before (not including further discussions with North Star to make it larger), the building no longer extends into TSG Open Space, the southern end is still over 60 feet from the closest North Star property point, and the angle of the wing closest to Timberview continues to push the impact of the massing away from Timberview, further minimizing the visual impacts.

The effect of this further pushing of the Project into the hill and the further re-siting changes, places the majority of the massing into its most appropriate position on the site, and thereby demonstrably minimizing the impact of the Project it relates to the entirety of the Meadows.

The Project

The Proposed concept for this Professional Work Force Housing project incorporates the Master Plan approved 91-units, including approximately 5.4% one bedroom units, 62.9% two bedroom units and 31.7% three bedroom units. The proposed building includes approximately 80,000 rentable square feet, a leasing, office and amenity space, with 2 elevators servicing 3 and 4 floors of units to be built above a single story podium parking garage, which is substantially subterranean.

There will be the required 137 parking spaces, approximately 60% will be underground and 30% will be surface spaces.

ARMV will still work to provide North Star with a “permanent Fix” for their encroachment issues along the common property line, including allowing “back yard improvements” in the 16 foot GE area on the site. Details of this will be forthcoming.

In keeping with input from previous meetings, the Proposal will also incorporate the following:

- The Project will not request any variance for height, and will comply with the 48 foot maximum height and 48 foot average height requirements for multi-density buildings outside of the Village Core.
- The Applicant is undertaking a “swap” with TSG which cleans up easement issues and provides for the Park development. The executed Agreement is part of this Application.
- The Applicant will be expanding the Park Area on OSP 35A, including improvements currently reflected on the Landscape Plan. The Park would also have a pedestrian path that serviced east/west foot traffic along Adams Ranch Road, including a footbridge through the wetlands along Prospect Creek. Input from the Town and the Meadow’s neighbors regarding these improvements is further expected and encouraged through the remaining process.
- The Applicant has provided further buffering from all designated wetlands.

Conclusion

The Town Community Development Code requires that any application to redevelop a Property such as Lot 640A must adhere “substantially” the recommendations of the Town of Mountain Village Comprehensive Plan. With respect to Lot 640A, the Comprehensive Plan recommended that of all of the potential sites in Mountain Village that could be utilized for Employee Rental Housing, Lot 640A had the largest number of recommended units in Town. This was clearly due to the site relative flatness and its central location as the “hub” of the Meadows, where most of the Town’s deed restricted Locals Housing is located.

In the Comprehensive Plan, Lot 640A is also the desired location of neighborhood Meadows Park, that again due to the sites relative flatness and central location, make its future utilization highly sought after by the Meadows citizens. The Application being submitted for your review and approval complies in substantially all respects to the requirements and recommendation of the Comprehensive Plan and the demands of the Town’s CDC. As a part of these three (3) Applications, we are achieving 91 units as set forth in the Comprehensive Plan, and we are providing a 1.22 acre Park with improvements substantially compliant to the Comprehensive.

Notwithstanding the accuracies of the Applications, our Town and our region is dire, dire need of affordable and well-developed “professional” Workforce Housing. The Telluride Ski and Golf Company has gone as far as to ask for the unsubstantiated renovation of the existing improvements OR the potential installation of temporary housing to mitigate the immediate need for the units envisioned by these Application. In the words of the Ski Company’s HR director, “we can’t build it fast enough” to meet their current needs.

Whether you review County Needs Studies, overall market analysis, talk to the managers of the 100% leased projects in Town, or you simply talk to employees on the street who cannot find any affordable, convenient (within 30-45 miles), and quality housing options, this housing is needed now in “the” location that Town determined in Task Force analyses it should go.

The wisdom of the Comprehensive Plan says it should go here. The market says it is needed here NOW. And we have submitted Applications that comply with all of the requirements of the CDC. We respectfully request you review and approval of these Applications so that we may move ahead expeditiously to get this needed Project developed as soon as possible.

The grading at Lot 640 was set in the following manner:

From Adams Ranch Road, the driveway starts with a small horizontal section along the shoulder so that the Adams Ranch drainage can continue to the east and not turn into the project.

From the entrance, the driveway dips down in order to enter the garage and then rises to be within 12" of the ground floor at the back of the building. The sag in the road is slightly lower than the garage entrance so that the garage can gravity-drain out. Parking along the driveway will be perpendicular to the longitudinal slope, so the slope of the driveway is less than 4.0% (the same requirement as a fire truck turn-around) to prevent the cars from having a steep cross-slope parking space.

The elevation of the driveway at the SE corner of the building set the first grade (and high point) of the park. This grade must be accessible for snow removal since the snow from the parking lot will be piled in this location. The snow will drain to the east and there is a small swale along the parking back to the north. These requirements set the elevation of that corner at elevation 9086.

Once this elevation was set, the park then slopes north at a constant grade of 4% slope. That slope was determined to be the maximum slope and the future park improvements can exist at this grade.

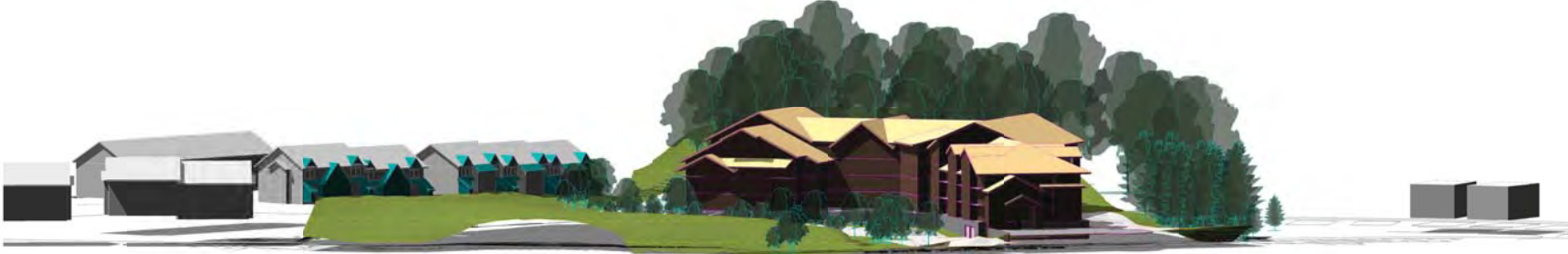
The south end of the park was also pushed down as far as deemed practical and the slope of the park was set as steep as considered useable in order to minimize the elevation difference between the driveway and the park. The lower the park, the shorter the slopes are up to it. This maximizes park width.

Another consideration taken into account was that the slope on the east side is just an extension of the existing slope and that all vegetation would be preserved from the point of conformance down to the wetlands.

DB



SITE SUMMARY
 OVERALL SITE AREA: 143,987.15 SQ FT
 PARKING AREA: 25,149.47 SQ FT
 BLDG FOOTPRINT: 27,843.85 SQ FT
 BLDG TOTAL AREA: 87,016.76 SQ FT
 PARK AREA: 34,000 SQ FT
 BLDG SITE COVERAGE: 19%
 PARKING SITE COVERAGE: 17.6%
 PARK COVERAGE: 24%
 COMMERCIAL AREA: 2,200 SQ FT
 RESIDENTIAL AREA: 84,816.76 SQ FT



P.O. Box 2486 • Telluride, CO 81435
 Phone: 970-288-4795
 e-mail: gklein@dhmail.com

PROJECT TEAM

Consultant: Uncompahgre Engineering, LLC
 Address: P.O. Box 2945 • Telluride, CO 81435
 Phone: 970-729-0683

Consultant: Foley Associates, Inc.
 Address: 125 W. Pacific Ave., Suite B-1
 Address: P.O. Box 1385 • Telluride, CO 81435
 Phone: 970-728-6153
 Fax: 970-728-6650

PROJECT DESCRIPTION

Employee Housing Proposal

PROJECT ZONING DESIGNATION

Multi-Family

PROJECT LEGAL DESCRIPTION

Lot 1002, 3807 Adams Ranch Road
 Telluride, CO 81435
 San Miguel County

No.	Description	Date
1	Worksession Review	10/9/2013
2	Design Review	11/14/2013
3	Design Review	11/05/2013
4	Resource Density Transfer	08/22/2014
5	External Landscape Study	10/09/2014

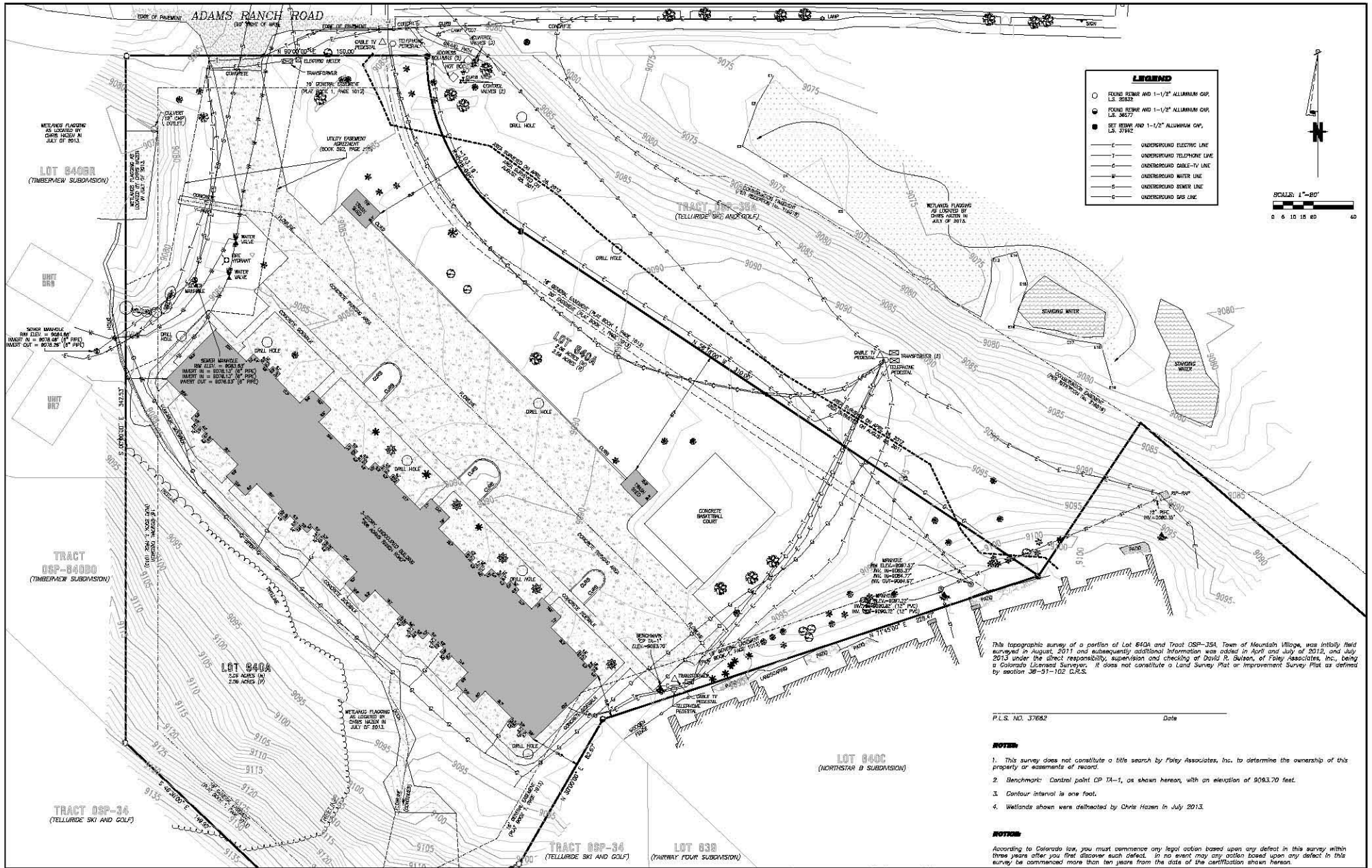
Parkside In The Meadows

Cover

Date: 10/09/2014
 Drawn by: DJ / BP
 Checked by: DJ / BP

A0.1

Scale:



This topographic survey of a portion of Lot 640A and Tract OSP-35A, Town of Mountain Village, was initially field surveyed in August 2011 and subsequently additional information was added in April and July of 2012, and July 2013 under the direct responsibility, supervision and checking of David R. Sultzer, 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.

PLS. NO. 37682 Date

- NOTES:**
1. This survey does not constitute a title search by Foley Associates, Inc. to determine the ownership of this property or easements of record.
 2. Benchmark: Control point CP TX-1, as shown hereon, with an elevation of 9093.70 feet.
 3. Contour interval is one foot.
 4. Wetlands shown were delineated by Chris Hazen in July 2013.

NOTES:

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.

Topographic Survey

A portion of Lot 640A and Tract OSP-35A, Town of Mountain Village, San Miguel County, Colorado.

Project Mgr: DR	Scale: (N)	<p>FOLEY ASSOCIATES, INC. 870-728-6153 870-728-6050 fax P.O. BOX 1385 125 W. PACIFIC, SUITE B-1 TELLURIDE, COLORADO 81495</p>
Technician: MC		
Checked by:		
Start date: 04/26/2013		
Drawing path: sxy\TOP0 08-12.dwg		
Sheet # of 1 Project #: 80131		



**Uncompahgre
Engineering, LLC**

P.O. Box 3945
Telluride, CO 81435
970-729-0683

SUBMISSIONS:
SINGLE DENSITY TRACT
METLAKS 3/2014

10/27/14
12/11/14

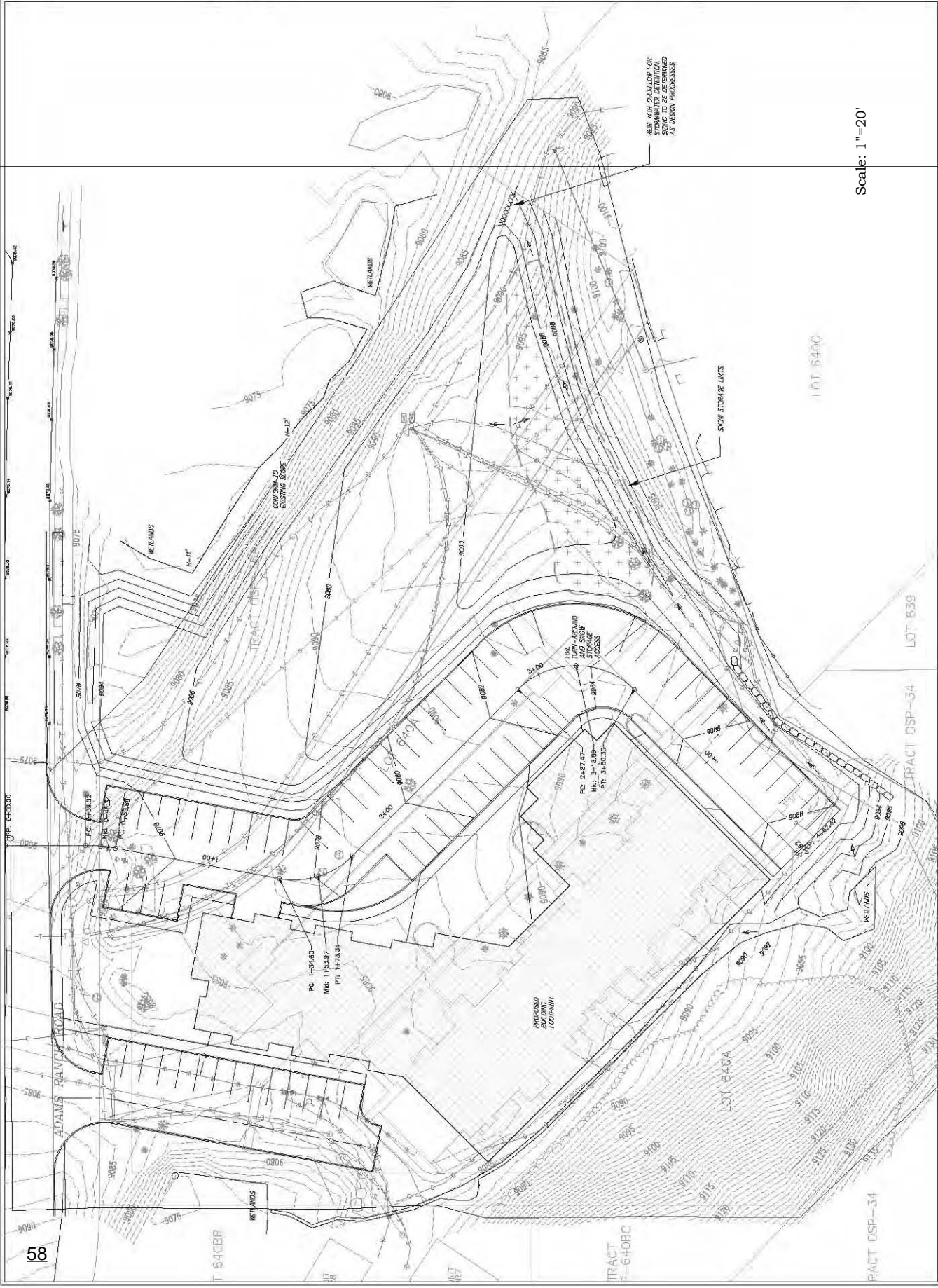
Lot 640
Mtn. Village, CO

NOT FOR CONSTRUCTION

KEEP WITH OVERFLOW FOR
STORMWATER DETENTION
CAPACITY AND INTERIM STORMWATER
TREATMENT. THIS IS A PRELIMINARY
DESIGN AND NOT TO BE USED FOR
CONSTRUCTION WITHOUT THE DESIGN
PROFESSIONAL'S SIGNATURE AND
SEAL IN ACCORDANCE WITH LOCAL AND STATE
LAW.

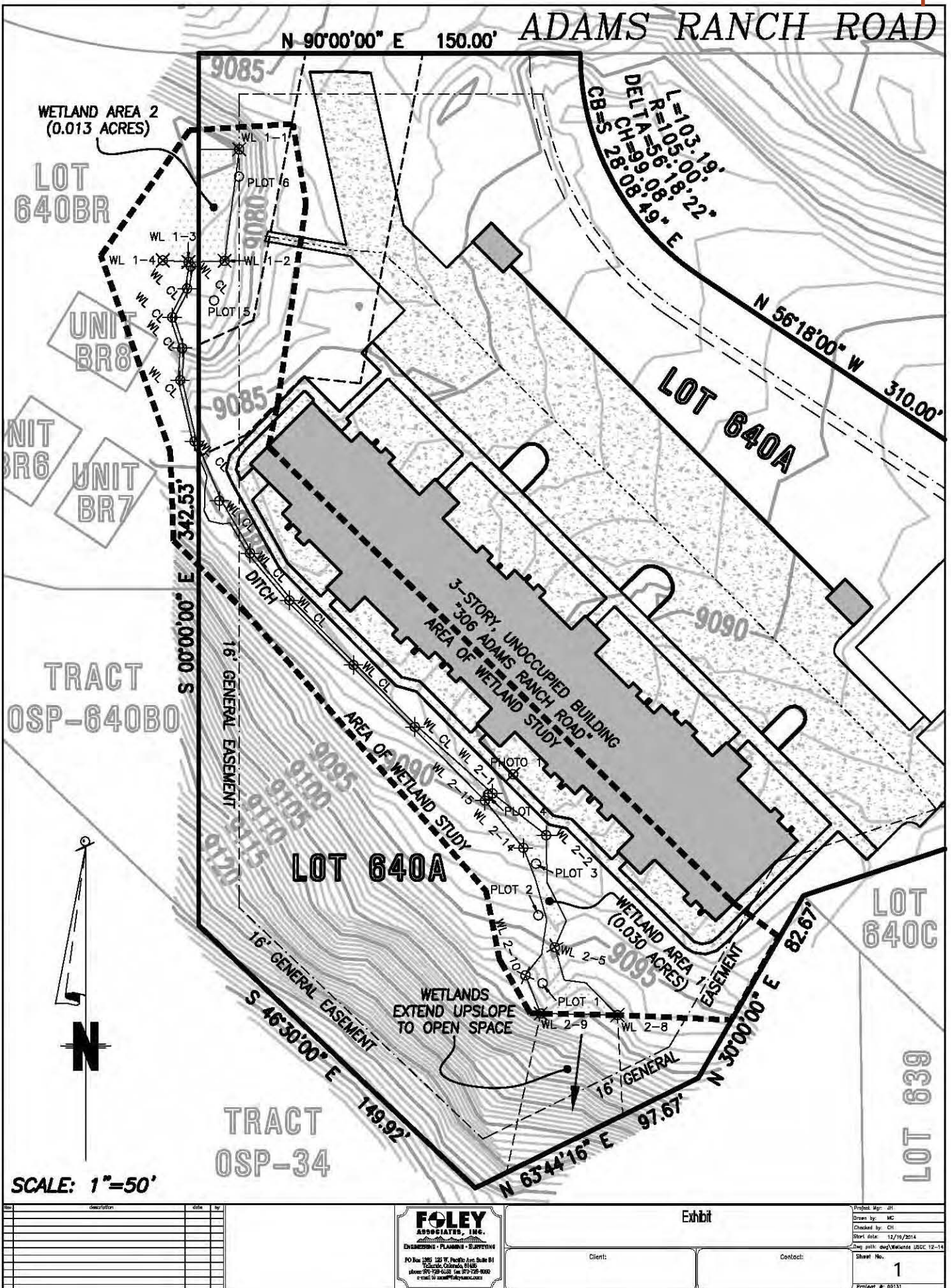
Grading Plan

C1

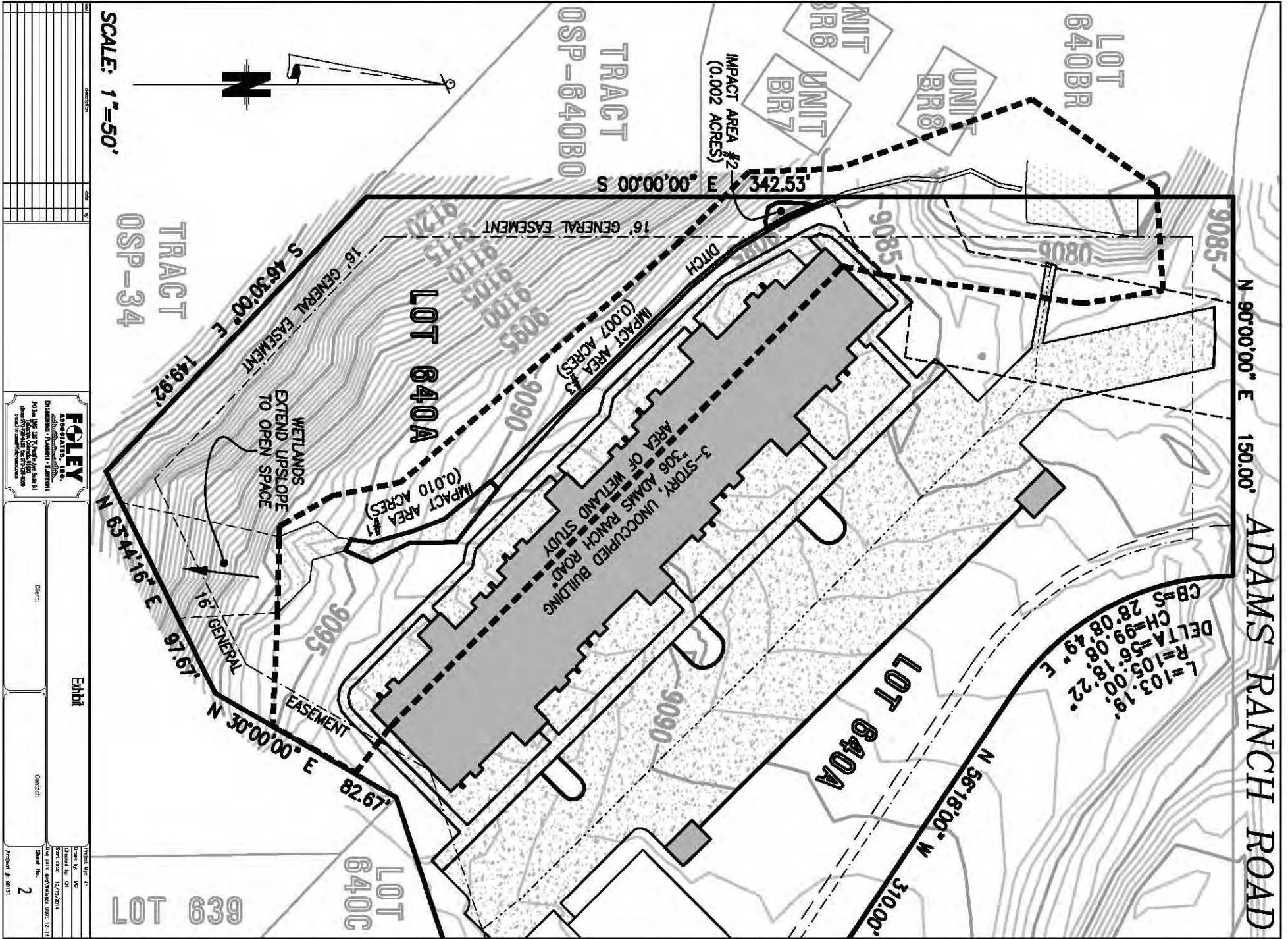


Scale: 1"=20'

Exhibit C: Wetland Maps



Z:\Old WJobs\JOBS1990\90131\dwg\Wetlands USCE 12-14.dwg, 12/22/2014 11:28:48 AM, marco



FOLEY
 ENGINEERS
 1000 N. 10th Street
 Oklahoma City, Oklahoma 73102
 Phone: 405.233.8800
 Fax: 405.233.8801
 www.foleyengineers.com

Client:	Exhibit
Contact:	
Project No.:	2
Drawn by:	MC
Checked by:	OT
Start Date:	12/17/2014
Drawn Date:	12/17/2014
Sheet No.:	2
Project #:	10031

Exhibit D: FAR Map



From: JOLANA VANKOVA [<mailto:jolanavanek@yahoo.com>]
Sent: Wednesday, February 11, 2015 10:56 PM
To: djensen@mtnvillage.org; Cath Jett; d.scillaci@mtnvillage.org; John Howe; Michelle Sherry; Jonette Bronson; Marty McKinley; Jackie Kennefick
Subject: Lot 640 /Telluride Apartments

Dear Town Council,

Thank you volunteering your time to look at what is presented to you.

Lot 640 /Telluride Apartments as proposed to be rebuilt by Randy Edwards and partners present several problems.

- 1)The project is 3x the size as appropriate for our neighborhood (FAR is 3x the size of the other developments here);
- 2) Figures used to calculate the amount of people to be housed in the project do not seem to be accurate (almost 200 bedrooms quoted as your staff to result in a bit over 200 people). Even the formula used by your staff calculated correctly results in over 300 people;
- 3) During the last DRB meeting, DRB member Phil Evans said that everybody knows in our area there are often 6-8 people living in each room. I have personally seen it more than once;
- 4) My neighbors far and wide in entire Meadows area are saying that maximum size should be the same size it is now - 30 units. Perhaps larger and nicer apartments, but 30 maximum. From respect to merchants showing up in force at the last DRB meeting (majority participating while on payroll) our team of neighbors organized a petition asking to keep the project to maximum 45 units. Yet 30 is what most people really want when I speak with them. And a ball field as is now;

We have a chance not to ruin Meadows neighborhood with an over sized project. **Much talked about crunch for workforce housing this past year coincides with our first year of legal marijuana in Colorado !** I weekly run into people who have moved here for a year to smoke pot legally. They plan to return home. 18 months ago we did not have this housing problem. When other states will have legal pot we may no longer have this problem.

Some good questions to ask ourselves: Perhaps some of the jobs merchants can't easily fill (e.g. dishwasher, driver, etc) are not being filled not because of housing , but real reason being - no ski pass with those jobs ? I have noticed one lodge advertised these menial jobs WITH SKI PASS, and their add diapered in just a couple of days. Could that be a part of a key to housing ? People have couch surfed in Telluride area for decades. So why such drama about this now ? Keep your eye on a long term livability. Tossing 600 people with their cars and dogs onto the one road down here in Meadows, and on the 14 seat bus route - is not wise. --- We know - we live here !

How is the 'affordable housing" actually managed is another issue. Have you checked how do we qualify people for living in those units ? Do your realize that this entire proposed 91 units complex

could house merely 91 people, as only one person per unit has to actually work in the R-1 School District ?

Perhaps looking at working with changing the DEED RESTRICTION rules might be appropriate. Ruining a neighborhood quality of life in order to house 91 people is quite shortsighted. If anyone of the folks who secure a deed restricted unit decides to quit their job, they can live there even if they NO LONGER WORK here...clogging up that housing capacity. Is the Council aware of this ?- Inviting Shirley Diaz from San Miguel Housing Authority and asking here some important questions might be quite productive.

Dear Council, as your constituent, I ask you to pay attention to the bigger picture ,and long term. Rushing blindly to support the town budget yet again with building feels is not a long term answer. Being rushed to approve a building complex with FAR 3x of the surrounding development, road with surface that is falling apart, insufficient sewer system is not an answer. Yes, sewer seems to be also a problem. Here at the Boulders 2 homes had toilets overflow...one home experience literally 'the s... hit the ceiling' in their bathroom. A couple of other homes had their toilets almost overflow- right to a brim, with placing no clogging material in. -Not a situation to bring another 600 people into. We in the Meadows are counting on your to make the right decision. **Ask yourself" would I put this right under my windows ? A large city like tenement, with many people, cars and dogs being allowed "**. The old Telluride Apartments were quite noisy, how about 3x as large ?

Thank you considering these points,

Respectfully,

Jolana Vanek,The Boulders

Chris Hawkins

Subject: FW: Lot 640A

From: Maneri [<mailto:cmaneri2@cox.net>]
Sent: Wednesday, February 11, 2015 11:51 AM
To: Jackie Kennefick
Subject: Lot 640A

I have sent a letter but want to reiterate the Hugh mistake I and many others feel about increasing the density at lot 640A. Please make sure that those on the council hear the list of our concerns.

1. Traffic danger-especially for the children biking down Adams Ranch Rd
2. Noise issue - you can easily look back at the number of police complaints there were from just 30 units both noise and many other violations that seemed to take forever to get resolved
3. Increased burden on the chondola to get to town
4. Decrease in property values and potential law suit cost to fight neighboring condo complexes who may see fit suit due to the change in density
5. Potential removal of the beautiful views / we all paid so dearly to have
6. Increase dog traffic and the increase mess it will bring

All though we agree some housing is need, we also know that spaces become over occupied to save on rent, thus 30 apt may easily house 150 people, 90 might bring over 400 people. We know there are plans for 5 such complexes, please use theses complexes to spread out the people and not over crowd this one area.

Thank you again for hearing our concerns

Celia Maneri
North Star

Sent from my iPad

From: Vise, Kerri (SW V&V COE) [<mailto:kerri.vise@honeywell.com>]
Sent: Wednesday, February 11, 2015 1:14 PM
To: Jackie Kennefick
Cc: Vise, John (AZ77); COX
Subject: Lot 640 A (Telluride Apartments)

Hi Jackie,

We live in the Northstar Condominiums and received the notice for pending rezoning changes in the mail. We would like the following to part of the Council packet for their meeting on February 19th.

We have grave concerns on this increase in density. We believe we need further analysis on how the additional density will adversely affect our community. We are aware of the need for additional affordable housing to support the ski resort, but this may be overkill, with a zoning in the 45 to 60 range more appropriate.

Please assess and address our concerns:

1. Why is the rezoning being changed? If the original plan was for 30 units, what has changed necessitating 91 units?
2. Has a study been performed analyzing the impact on Mountain Village Cable and Internet? How will the internet be affected? Can the company handle the additional users?
3. Is there going to be a gate and fence proposed between the two subdivisions, or are the new tenets going to have access and be able to walk through Northstar on the way to Big Billies?
4. Why is there a need for commercial space?
5. What does Full Use Active Open Space Zoning mean? Is this going to be designated as a park which will be maintained and appeared by the Town of Mountain Village?
6. Based on the architectural diagrams, it looks like units 15-18 will have their current views blocked by the new 4 story building. Can you confirm?
7. Will there be pets allowed? If so is there a restriction to the number of pets?

Based on our initial review, we are not in favor of the new building (increased height) and increase in units (congestion). The proper due diligence needs to be performed before moving forward with a zoning change at this time.

Thanks,

John and Kerri Vise.

Mountain Village – Meadows Landscape Improvements

Questionnaire: June 17, 2014

Do you prefer more active or passive space for neighborhood parks (larger park areas)?

Active things in the larger parks when available. But no lights. Lights would attract people to hang out later and be loud. Horse shoes, volleyball pit, tennis courts would be nice. The open flat space is very valuable since it is hard to find this. We use the space behind Northstar regularly to play soccer, baseball, etc. It's nice to have a flat green space.

What do you treasure and want to preserve in the parks and trails at the Meadows?

I think a clean and well maintained park is great. The most important thing is the green flat open space in back of Northstar. It is great to have an area like this in the meadows. Everyone goes back there.

Anything else you'd like to tell us?

Let's do what we can to keep the open space behind Northstar the way it is or improve it a bit. If the building was knocked down and some work done it could be a tremendous park with tennis, basketball, maybe even a baseball field. It could be done cheaper by simply maintaining all the grass areas so it is nice like the patch which is currently maintained by the village.

I think town should consider purchasing this property from Randy Edwards and create a park which would rival Town Park.

I have given this some thought and the village should consider purchasing this property. You might even find that there could be some willing investors in the meadows. My thought was to use the location where the building is now and create some townhomes like Northstar (Could even be a part of Northstar) Maybe 8-10 units. These could be sold in the open market to offset the cost of purchasing the property and landscaping the open area. This type of development would fit in perfectly in the meadows and keep our great community intact.

I think dense housing which understandably is needed should be placed closer to the core thereby creating a community in the core which is desperately needed to attract business there.

Another thought is to create a rec center which was discussed years ago. The space is perfect for it and would even draw people from town to use it. I am not sure of the cost to build this rec center but seems like if it were there it would get used a lot. Indoor swimming, racquetball, workout room, etc. The town could even sell memberships to this. You might find that investors could be found by selling shares in the project thereby entitling the shareholders to free access or something along that lines.

I think it is a great opportunity to create something all Mountain Village residents could enjoy.

Dumping everyone in the meadows is not the answer. It clogs Adams Ranch road and adds too many people to the meadows. We have a great community here and short term rowdy renters is not what any of us want here. A lot of us have lived here for a long time and enjoy the peace and quiet. We have the only sustainable community in the village. Other homes are set too far apart we are in close proximity and all know each other. It is enjoyable. We don't want that to change but only be improved upon.

Thank you for taking the time to read this. Feel free to contact me to discuss anything further.

Dave Doemland

Town Council Density Meeting – To be included in packet for 2/19 meeting.

These are my personal comments and they may or may not reflect the opinions of others.

I have been a homeowner in MV for 14 years. I have been a business owner in MV for 10 years. I have never before spoken at one of these meetings as a resident and I have never attended one merchant meeting for MV.

I am here today because this proposed development directly affects me as a homeowner and a business owner in MV. I understand at the DRB meeting a few weeks ago that other representatives in the business community stood up and voiced their opinion in favor of developing lot 640A with as many units as possible so that their workers had a place to live. I too have experienced the same problem with employee housing through the years. That doesn't mean that I want all of them living in my back yard. There are other locations where developments can occur which make more sense.

I remember through the years numerous surveys and discussions about how to "Vitalize the Core". Businesses want more people there because that means more business. Makes sense to me. Why don't we put the people where we want them, near the "Core". This would add color to the village and create a vibrant year round community instead of the ghost town that it is for a good part of each year.

I am not able to keep my business open year round because there are simply no people to do business with for a solid 5 months a year. I have managed to make it work but I would certainly like to be open year round but I can't justify paying an employee to sit and do nothing.

When I first heard of the quantity of units potentially being developed in the meadows as a business person my first thought was "I need to open a business in the meadows". I was certain I would be successful. I even contacted Mr. Edwards and asked him to add some commercial space to his plans and I would be interested in buying or leasing the space for my new business. Why did I do this? Because a business will survive and thrive when located in close proximity to where people live.

I have been telling those that would listen this for years about the "Core". A business will survive and thrive when located in close proximity to where people live. If we want the "Core" to be a bustling community where people live and work then let people live there! If we don't want the "Core" to be that community then place the people somewhere else and stop crying about having no businesses that want to open in the "Core".

I have owned my home in Northstar for 14 years now and know intimately what 30 units means to that parcel. I also know what 3 times that number of units means. When it was 30 units most summer nights I could not even open my windows at night to let fresh air in because it was too loud. Cookouts almost every night with kids running around way past their bed time and mine. We heard car alarms at all hours. In general it was very busy and noisy there. We had to call the MV police numerous times to try to quiet the parties. I purchased my property with this in my backyard so I couldn't complain much.

I am sure that there are some in this room that are rolling their eyes saying "Of course he doesn't want the development he lives next to it" Those of you rolling your eyes should ask yourselves if you wouldn't do the same.

But now a new development is being proposed which will triple the quantity of people in my backyard. On top of it the development is going to be temporary rental units for temporary people. We can live

with a few new neighbors which fit into our community and will welcome them with open arms. I would prefer this new development be condo's which are for sale. The theory being that a homeowner has a vested interest in maintaining their place. Which makes for a better neighbor.

30 units seems about right. 91 units seems wrong.

This is simply too many people being placed in a location which doesn't make sense. We have a great community in the meadows. Those of us that live there love living there. We have a real neighborhood where our kids can still walk to each others houses to play. We can walk our dogs around and talk to our neighbors as we do. We have a real connection with one another and a real community.

These are my personal comments and they may or may not reflect the opinions of others.

Thank you for your time.

Dave Doemland

We are NOT the “Ghetto in the Meadows”

Are you aware of what is happening in our neighborhood?

Lot 640A. Otherwise known as “Telluride Apartments” is being proposed to be developed with 91 units. The parcel is currently zoned for 30.

This will place a strain on our neighborhood and disrupt our community.

History

Telluride Apartments has 30 units and has been vacant for several years now because of mold issues. The Mountain Village DRB has recommended to Town Council that 91 units can be built there. The comprehensive plan for Mountain Village also has an additional 246 units to be developed in the Meadows in addition to the 91 talked about here.

This does not mean that the development is going to happen. We can still make a difference.

What does 91 units mean to the meadows?

- Potentially 394 new residents living in our neighborhood
- Upwards of 180 more dogs and 180 more cats in our neighborhood
- 182 cars being parked and driven daily on Adams Ranch road
- Additional noise and disturbances
- A daily stream of people walking on the roads and sidewalks
- Stress on our fragile infrastructure (Sewer, Internet, Water, Transportation, Emergency services)
- Per Mountain Village Comprehensive Plan Big Billie's is to become a hotel.
- New housing is not being added to increase density but simply swapping density to create a hotel.
- This will all be an impact to our way of life

Who are we?

- We are the only “Real” community of residents that live and work in Mountain Village.
- We are NOT the “Lost people of Mountain Village”, we are here year round.
- We want to see our homes appreciate in value
- We want to raise our children in a safe environment
- We want to live and work in peace and not be the dumping ground for temporary workers who serve the ski resort
- ***We are the backbone of the town of Mountain Village***

What can we do?

1. On Feb. 19th there is a meeting where Town Council will decide on the acceptable density of lot 640A. Go to it and let them know we are not the “Ghetto in the Meadows”.
2. We are formulating a petition which will need to be signed so that we can get a vote on the density issue. We are working with tight deadlines so that it can be brought to the Feb. 19th meeting. Sign it.
Come to the Meadows post office on Tuesday Feb. 10th from 4:30-6:30 for information and signing.
3. Send an email to mvmeadows15@gmail.com or call **970-728-1092** with your name and which complex you live in and we will add you to our email list so you can stay informed.

From: Roz Strong [<mailto:rosamond56@gmail.com>]
Sent: Monday, February 09, 2015 9:47 PM
To: Jackie Kennefick
Subject: Lot 640A

Dear Telluride Mountain Village Town Council,

I encourage you all to not increase the density on Lot 640A, Telluride Apartments site, to 91 units. I know the DRB has passed this recommendation on to you and I do not agree with their decision.

I live in the Meadows area and an increase in density to 91 units will dramatically effect our living environment.

I am not sure where all the members on the DRB board live, but I believe it is not in the Meadows area and that not all of them even live in the Mountain Village. What are they basing their decision on to increase the density when they do not have a day to day experience of what it is like to live in our community? How many of them have spent a day or more watching the community in action? I know the business community is crying out for more housing because there is a current crunch. When the movie production leaves town there will be vacancies. All of a sudden there is a urgency...how long will this urgency hold true?

The local residents of the Meadows area have gathered together time and time again requesting the Town of Mountain Village limit this increase in density on Lot 640A. Please consider what the local residents are asking for. This central location is not a good place for a large number of people to live. The increased vehicle traffic on that particular corner along with the increased bicycle traffic is just one example of a disaster waiting to happen.

One again, I ask you to be thoughtful of the whole community when making your decision. Stop, Look and Listen.

Sincerely, Roz Strong. Owner and resident at Prospect Creek Condos in the Meadows of TMV.

Chris Hawkins

Subject: FW: A640

From: Rosa Lea Davis [mailto:rosalea_davis@hotmail.com]

Sent: Tuesday, February 10, 2015 2:38 PM

To: Jackie Kennefick

Subject: A640

My name is Rosa Lea Davis, I live 327 Adams Ranch Rd, Parker Ridge. I am opposed to the 91 unit density on the a640 project. I think the impact to our roads and community would a travesty to the people currently living in the area. I agree with the original zoning of 31 units allowing a park and open space to buffer.

thank you Rosa Lea Davis

Sent from Windows Mail

From: Eric Wolff <ericwolff2@gmail.com>
Sent: Tuesday, February 10, 2015 8:37 PM
To: Chris Hawkins
Cc: Jackie Kennefick
Subject: Re: Concerned Meadows citizen

On Feb 10, 2015, at 9:23 AM, Allison Wolff wrote:

Dear Town Council,

I am a resident of The Boulders and am deeply concerned about the planned development at lot 640A.

Though we are all thrilled to get rid of the moldy eye-sore building currently there, lot 640A is currently zoned for only 30 units. An increase to 91 units will put an enormous strain on our neighborhood and way of life here, and the proposed comprehensive plan adding another 246 units to the Meadows is simply not feasible.

Those of us who live in the Meadows today are here for the long-haul. We moved here because it is a beautiful, safe place to raise our kids, walk our dogs and live a good life. The potential addition of 394 new residents (in just the proposed 91 units), many of them short-term workers who are not invested in building a safe, clean, thriving community, will have an enormous impact. We will have that many more cars driving on the roads where our kids are learning to ride bikes, that much more pollution and dust from cars on our roads for our kids to breathe, that many more strangers they will have to navigate when playing or walking to/from the school bus. In addition, we could have up to 180 additional cats and 180 additional dogs in the neighborhood – it's simply too much impact on this already stressed ecosystem.

Lastly, I am deeply concerned about water. Before this moves forward, our residents would like to see a complete before/after study of the estimated water impact of this development. My understanding is that we are already stressing our water and sewer systems and I can tell you first hand, as someone who runs a business from home, that we are stressing our internet provider. We'd also like to better understand how the town would shore up transportation and emergency services to support this number of new residents.

In summary, here is my ask:

- Please provide water, sewer, internet, transport and emergency services studies and plans with our community before any decisions are made
- Please consider the impact on the lives of those of us who are deeply invested in making the Meadows a safe, thriving community here in Telluride. Overbuilding will result in huge impacts on our quality of life. Please spread out the proposed developments rather than placing them all in our area.

Thank you,

Allison Wolff
3 Boulders Way
O: 970-728-7997
C: 415-312-0000
www.vibrantplanet.net

Chris Hawkins

From: Eric Wolff <ericwolff2@gmail.com>
Sent: Tuesday, February 10, 2015 9:10 PM
To: Jackie Kennefick; Chris Hawkins
Subject: Lot 640

Town Counsel/All

I am a resident of the Boulders in the Meadows. I am deeply concerned that there is still talk of a 91 unit development still on the table for lot 604. I was hoping that after the enormous outcry the last time this was proposed that there would be some deep soul searching on this councils part that would have lead to some sort of compromise. Let me make it clear that I understand the need for more employee type housing. That being said I think that replacing a 31 unit building with a 91 unit building in the already dense Meadows isirresponsible.

Some key points for me:

- 1) Do we have enough infrastructure in place to provide for this sort of impact in the already over used reign in the Meadows??
- 2) There has been no talk of re-paving Adams Ranch Rd. Has no one noticed what poor condition this road is in?
- 3) Will there be added law enforcement budget to handle this influx of seasonal residents??
- 4) Do we have enough water?
- 5) What will the impact be on the public transportation that is barley adequate be?
- 6) Where is a community garden, a park and additional landscaping??

There has been talk of a \$500,000 allotment for "improvements" to the Meadows area. As far as I can tell all that has been talked about with regard to this money is to add items that would fall under infrastructure and very little to do with improvements to the Meadows. Side walks and bike lanes are infrastructure. Parks and community gardens are examples of "improvements".

In closing, I am very frustrated that this council has not made it easier for the residents that live and work in this community to be able to voice their thoughts on this matter by scheduling meetings that would be better attended by working folks, such as an evening meeting. Some of this feels like you are trying to pass this without the input of us, the people that live and work here.

Will you make sure that counsel members receive this letter?

Thank you Eric Wolff

From: Nash, Timothy C. <Timothy.Nash@KutakRock.com>
Sent: Friday, February 06, 2015 11:48 AM
To: Chris Hawkins
Subject: To Town Council Re Telluride Apartments/Lot 640A

All, as a North Star owner who has spoken against the unreasonable re-sizing of this project at every opportunity (including back to the “conceptual” master plan), I continue to agree that the scale as shown is completely unreasonable for the site and the community. I point out that the number of units is not completely relevant but rather, the density of each unit is key. I think something like 120 bedrooms (however sliced and diced by number of “units”), each with reasonable occupancy limits is the proper metric.

Additionally, we’ve heard almost nothing of:

1. the overall development scheme, including the for-profit developer’s financing plans, status of commitments, how much the developers stand to profit (directly and indirectly), tenant income restrictions, occupancy rules (including limits on persons per bedroom, subleases, vehicles and pets), duration of leases, other CCRs,...
2. the developer’s ability to sell and assign its rights in and to the property; or
3. key design elements, including landscaping, visual and noise buffering, pedestrian and vehicular traffic mitigation, lighting, trash/recycle,... or anything else that will affect the daily lives of those living and working in the Meadows.

The thought of 91 units, each with 3 or 4 bedrooms and multiple pets and vehicles, being rented short-term without occupancy limits is more than a little unsettling and the impact on existing public safety, transportation, parking, internet and other infrastructure potentially overwhelming.

We strongly urge a reasoned sense of community-minded decision-making by limiting the maximum number of bedrooms to 120 with reasonable restrictions placed on the developer and tenants.

Tim Nash, North Star #22

This E-mail message is confidential, is intended only for the named recipients above and may contain information that is privileged, attorney work product or otherwise protected by applicable law. If you have received this message in error, please notify the sender at 402-346-6000 and delete this E-mail message. Thank you.

Dear Mountain Village Town Council,

February 1, 2015

Please accept my comments regarding Lot 640A, the Parkside Apartments.

I ask that you please *not approve* a density transfer from 30 units to 91 units on lot 640A.

I applaud your efforts to work with a developer to provide much-demanded rental housing. But tripling the density of that site is too great of an impact on those of us who live in the Meadows.

A 91-unit project is incompatible with the Meadows neighborhood. For comparison, Shandoka in Telluride has 134 apartments in nine buildings—Parkside would be about 70% of the size of Shandoka—completely out of scale with the surrounding development.

As a county commissioner, I fully support the smaller workforce housing projects being proposed throughout Mountain Village. It certainly makes sense to put workforce housing close to the core (to help vitalize the core,) close to the gondola, and close to parking; and smaller developments are so much more livable and manageable from a homeowners' association standpoint than large apartment buildings. (Those of you who have been here a while will remember that at 30 units, Telluride Apartments was the source of almost constant management problems.)

As far as I can tell, none of the issues brought up by Meadows residents during earlier discussions of 640A with regard to impact-mitigation have been addressed in the latest development application.

The impact of new development (cars, car alarms, dogs, people, parties, lights, delivery trucks, etc) should be carefully considered and addressed before such increases of population are considered. These include things like: a pulse gondola from the Post Office to the core or at least transit options for west-end-Meadows residents to get to the Chondola, neighborhood facilities such as parks, bike lanes, better side walks, improved internet, trails from the Meadows to the core, a community gathering place, etc. (Sidewalk improvements from the Meadows parking lot to the Chondola, which are in the works, are vitally important now, even without new development.)

The Mountain Village Comprehensive Plan, adopted June 2011, is a guiding document. It is not zoning, nor is it binding. According to the Comp Plan over 240 additional housing units are contemplated for the Meadows before 640A is even considered (see list below*), more than doubling the current density of the Meadows!

During the Comp Plan discussions, most of the focus was on where and how to add hot beds to Mountain Village. There was also quite a bit of talk about protecting

second homeowners from the impacts of employee housing (at Boomerang and Comanche). Looking at the final Comp Plan, it seems like the Mountain Village planning model is to use the Meadows as the employee-housing density dump.

Please consider the quality of life of the 500 or so people that already live here full time and are vital to the quality of Mountain Village's community.

With the exception of Big Billies (150 single-resident-dorm units, which can be quite noisy, but at least it's close to public transit) currently all developments in the Meadows are between 10 and 25 units. A 91 unit multi-bedroom building is completely incompatible, and the Meadows Area does not have the infrastructure to support it.

Of all the businesses that are vocally supportive of this, I wonder how many of those individuals would want a development almost as big as Shandoka out their back door in one building.

I'm trying to imagine how drastically this will change the quiet neighborhood vibe in the Meadows, which is already strained by the ski parking lot. To *add* this much density is disrespectful to those of us who live here. Please try to imagine that.

The Meadows is currently a great place to live. Many, many families are choosing to raise their children here. It's quiet, safe, sunny, close to the chondola and close to ski lifts. Please be very careful before destroying the neighborhood feel of the Meadows for the hundreds of us who already live here.

Thank you for carefully considering the impacts on those whom this development will most greatly affect.

Sincerely,

Joan May
Fairway Four resident since 1992

*Meadows Projects Contemplated in the Comp Plan:

Parcel A Prospect Plaza +	68 units
Parcel B Town Shops +	70 units
Parcel C Lot 644 +	53 units
Parcel D Lot 651-A +	<u>53 units</u>
	244 units

February 2, 2015

Dear Mountain Village Town Council,

Thank you for reading my following comments on Lot 640A.

I am asking that you not transfer 61 units of density to Lot 640A. A change from 30 to 91 is too much for that area and the surrounding neighborhood.

Four years have been spent on this project. I thank the Mountain Village Town Council, The Design Review Board, Town Planners and the local citizens in their efforts to listen and hopefully make a decision on density that is compatible and in harmony with the existing Meadows community.

According to the Meadows Development Table there are other areas that are targeted for development. If all these areas are developed according to the Comprehensive plan the Meadows will have 337 more units (including 91 units on Lot 640A). This is a lot of density! It will double the population of the Meadows.

The developments that already exist in the Meadows, excluding Big Billies, are all 30 units or less. Smaller developments are much easier to manage, have less noise, parking problems, dogs, etc.

When I bought my condominium it was with the understanding that Telluride Apartments (Lot 640A) was zoned for thirty units. I never realized that the density could be tripled! Had I known this was a possibility, I probably would not have bought a North Star condominium.

Randy Edwards has said numerous times that there will be excellent management at Parkside (formerly Telluride Apartments). Randy Edwards is a developer and will most likely sell this development after it is completed. What guarantee does the neighborhood have that what is being said pre-development will continue after the project is finished?

It is a reality that there will be more than one person in a one bedroom, two people in a two bedroom and three people in a three bedroom. It is highly likely that there could be up to two people per bedroom. The population at Parkside could be from 300-400 people with 91 units.

Employee housing needs to be placed throughout Mountain Village where amenities are accessible in order to support vibrant, sustainable, year-round neighborhoods. The Meadows should not be used as the dumping ground for

density transfers or to reduce the impacts of employee housing on second homeowners.

The Meadows is a wonderful place to live. It is a vibrant community of working people and families. Please let us keep it this way!

Once again, please do not transfer 61 units of density to Lot 640A.

Sincerely,

**Tami Huntsman
North Star unit 16**

From: Grimes, Rich <rgrimes@tellurideskiresort.com>
Sent: Tuesday, January 06, 2015 10:34 AM
To: Chris Hawkins
Subject: Affordable Housing

Chris

I am addressing this in support of affordable housing in the Telluride/Mountain Village area. I am a Supervisor for Telluride Ski and Golf Resort (in both Ski School and Golf Operations). During the last 20 years I have seen our local employee pool shrink as more local housing has been converted to second or short term rental housing. The current growth of our region is being stifled by the lack of employee housing. I support any project that can provide, affordable and plentiful employee accommodations

Thank you

Richard Grimes
Supervisor
Telluride Ski and Snowboard School
Adult Group/Private Lessons
565 Mountain Village Blvd.
Telluride Mountain Village, Co. 81435
Direct: 970-728-7534
Fax: 970-728-7496
rgrimes@tellurideskiresort.com

From: Kelly, John <JKelly@tellurideskiresort.com>
Sent: Wednesday, January 07, 2015 3:54 PM
To: Chris Hawkins
Cc: Young, Heather; Proteau, Jeff
Subject: Letter for DRB

Hi Chris,

Please consider the following letter in support of more affordable housing in the Mountain Village, in particular, using the Telluride Apartments' space for this purpose.

Dear Design Review Board and Mountain Village Residents,

I wanted to take a minute to comment on the growing debate over the best possible land use for the Telluride Apartments' space in the Meadows area of Mountain Village. In my position as Director of Resort Services for the Telluride Ski Resort, I am responsible for hiring approximately 175 winter seasonal employees. Of those 175 positions, approximately 100 jobs need to be filled by first year staff, new to the Mountain Village/Telluride region and in search of housing. Finding housing for this seasonal demographic has always been difficult, but we have now reached a tipping point. Currently three, five, and ten-year community members are unable to find a place to live, making it virtually impossible to find housing for the influx of winter seasonal employees that help make this a world class destination. Big Billies, Village Court, and Shandoka began putting year-round and seasonal employees on wait lists in August of this past year. This is by far the earliest this has happened in my eight years of working for the ski resort.

While the benefits of affordable housing might be subtle and not as obvious as other uses, providing affordable housing for local employees absolutely benefits every member of this community. If we continue to use available land for anything other than affordable housing our community will begin to see the effects throughout town. Fewer staff to get Lift 9 ready on a powder morning. Less restaurants to choose from on a Friday night. Not enough staff to support the incredible resources we have at our doorstep such as festivals, non-profits, and artistic ventures. Anyone reading this letter could add five items to that list right now.

In addition to what's reflected in the classifieds everyday (seemingly not enough people in town to fill the amount of jobs needed to sustain the growth of Mountain Village and Telluride), there is also the issue of service and engagement level. A local employee living within their community is going to be much more committed and involved in giving back than someone who is commuting an hour each way to work. Mountain Village and Telluride have seen tremendous growth in the short time that I have been here as evidenced by new skier visit records, additional summer festivals, record setting sales revenues, and much more. Affordable housing is one area that has not maintained this level of growth.

I do understand that no matter what side of the argument you are on, everyone recognizes the need for more affordable housing. However, currently designating remaining open space for parks or similar amenities tells me the scale of the housing problem is not fully understood. I cannot overstate enough how serious of a problem this is for any employer in the area trying to staff seasonal positions. We might not realize the benefits of affordable housing to the entire community until the benefits that so many local employees provide this community are gone.

Thank you for your time,

John Kelly
Director - Resort Services

Telluride Ski & Golf Resort
D 970-728-7523
C 970-708-3960
www.tellurideskiresort.com

From: mike ste. marie <mikestemarie@hotmail.com>
Sent: Wednesday, January 07, 2015 8:12 PM
To: Chris Hawkins
Subject: Affordable Housing

I've living here since 1975!

I've been renting at VCA for the past 20years..

I'm writing to you to support the affordable housing meeting onThursday, since I am scheduled to work teaching ski I will not be able to attend .

Thank You for your consideration.

Mike Ste.Marie

From: Steve Hindman <steveh@fidalgo.net>
Sent: Thursday, January 08, 2015 7:54 AM
To: Chris Hawkins
Subject: affordable housing

Hi - I am a five year veteran of the ski school staff and have lived at 315 Adams Ranch Rd for three of those years now. I am fortunate to have a good friend who owns a condo and rents me a room at an affordable price. If I did not have that connection, I fear I could not afford to live in either Mountain Village or Telluride. Please do what you can to create more affordable housing for those who make their living and want to make their home in this area.

Thanks,

Steve Hindman
steveh@fidalgo.net
360-303-0473
[Ski with Steve](#)

From: Bill Miller <billmiller1@mvcable.net>
Sent: Thursday, January 08, 2015 8:30 AM
To: Chris Hawkins
Subject: Meadows Employee Housing Meeting with Mountain Village DRB on Thursday, Jan. 8, 2015 at 10am

Mr. Hawkins:

I am an owner/resident on Spring Creek Drive in the Meadows area. I support the pending application for more employee housing in the region. Like many residents in the Meadows, I am concerned about the substantial increase in the number of residents in our area but still support this application. If this application is approved, I feel that it is important that Mtn. Village executes the proposed improvements in the Meadows area for pedestrian flow in our neighborhood and the creation of a park adjacent to this development.

Sincerely,

Bill Miller
3 Spring Creek Drive

From: Nana Naisbitt <nana@telluridescience.org>
Sent: Thursday, January 08, 2015 8:32 AM
To: Chris Hawkins
Subject: Apartment complex - today's meeting

Dear Chris,

I wanted to write a letter of support for the proposed 91 unit rental apartment complex, but my computer charger died. I am in Denver with my phone as my only device. Forgive the informality.

I am writing as an employer in the region and as a renter in region. I know how difficult it is for workers to find places to live. Many units are privately owned, and more often than not, are up for sale. Living in a unit that can be sold from under you is stressful and disruptive. It is essential that Telluride and MV grow the rental market to house employees and keep prices in some measurable level of competitiveness. Adding 91 units now would go a long way to alleviating the lodging shortage.

Thank you for your consideration of my comments.

Sincerely,
Nana Naisbitt

To whom it may concern,

Thank you for taking the time to hear my voice in the issue of affordable housing in the Telluride area. I am writing in strong support of further development, availability, and long term planning of affordable housing for the workforce of Telluride and Mt. Village. Make no mistake that this is a problem NOW and a problem that will only become worse.

I manage a department for the Telluride Ski and Golf Resort (ticket checking) that like so many groups in the area, depends on seasonal employees. It has become harder and harder to recruit and keep these seasonal employees and the main contributing factor is the lack of affordable housing.

I am sure that you will hear this same point made by many people but I wanted to make sure to include my voice as well as the voice of the supervisory team that I represent in SUPPORT OF AFFORDABLE HOUSING.

Thank you,

Tyler Hollingsworth

Resort Services Manager

Telluride Ski and Golf Resort

From: Jack Wesson <jwesson@me.com>
Sent: Thursday, January 08, 2015 10:32 AM
To: Chris Hawkins
Subject: Parkside in the Meadows

Chris,

I'm writing you to express my support of the proposed Parkside in the Meadows project in the Mountain Village. First I think that the need for more employee housing locally has been demonstrated time and time again. This was demonstrated in the last 'Needs Assessment' and as an urgent need at that time, and that need has only become more significant in the years since that was completed. Secondly the 'Comp. Plan' identified the best locations for filling this need, and this location was designated for 91 units. It is walking distance to the chodola and adjacent to the bus route, which significantly reduces the carbon footprint of the occupants, a primary public benefit identified in the Land Use Ordinance. Furthermore the existing abandoned structure is basically a blight, so I really consider this to be a brown field site, in need of redevelopment. If the developer can demonstrate the practicality of designing the density on this site, and the existing utility and access infrastructure are already in place, then I think it sets a very bad precedent to ignore all of the hard work and public input that went into the comp plan.

Respectfully,
Jack Wesson



Jack Wesson
Jack Wesson Architects, Inc.
970-728-9755 ext. 27 (p)
970-519-1551 (c)
970-728-4483 (f)
jwesson@me.com

Mountain Village Community Development Department
455 Mountain Village Blvd., Suite A
Mountain Village, CO 81435

Regards: 306 Adams Ranch Rd Development Application

Dear DRB & Town Council:

I am a relative new owner at North Star, Unit 10. I selected my unit due to the empty property between my unit and its beautiful views of the Mountains that would never be blocked. I have looked at this proposed application and I have several concerns.

First and foremost, putting a park to the back of my unit with multiple large trees will undoubtedly block my views and bring more dogs and people into our yard. Something we already struggle with at this time. I clean up after multiple animals on a regular basis. I bought this unit for the views, if they are obstructed not only will I no longer enjoy them, I will struggle to sell my unit in the future.

My other concern is the number of apartments being proposed. The addition of population brings up many concerns. When I researched living at North Star, the only thing I heard that was negative was the noise from the apartment complex behind us, which at that time had significantly less people living there than what is being proposed. The rumors of big parties and unruly behavior were talked about all over town. By the time I moved in, the apartments had been closed, so the situation had been resolved. This has made North Star a very peaceful place to live. By increasing the population, not only may this situation reoccur, but the amount of traffic will also increase along Adams Ranch Rd. This road, as you know, is very dangerous road with summer bikers and winter weather.

I realize that there is a need for some additional housing in Mountain Village. However, the fact that we have gone over 3 years without these apartments does not make it seem reasonable to increase the numbers of apartments by so many. Please do not ruin our fabulous community by allowing these changes to take place. If some apartments need to be built, so be it, but don't try to sell increasing the number of apartments by giving us a park we do not want. Please whatever the decision, do not block our views!

Sincerely

Dr. Celia Maneri

302 Adams Ranch Rd # 10
8231 E Appaloosa Trl
Scottsdale, AZ 85258
480 215-5056

From: Ray Farnsworth <ray@newsheridan.com>
Sent: Wednesday, January 07, 2015 2:17 PM
To: Chris Hawkins
Cc: 'Randy Edwards'
Subject: Lot 640A Rezoning - Telluride Apartments

Hi, Chris, and Happy New year!

As the General Manager of the New Sheridan I am one of the largest employers in the Telluride and Mountain Village region. As such, I submit this letter in support of the increase in density on Lot 640A that complies with the Mountain Village Comp Plan for the 91 units of employee apartments planned for the old Telluride Apartments site. This community is in dire need of employee housing. It is my understanding that the MV comp plan identified this site specifically for this number of units and that the application meets all requirements for approval. I wholeheartedly support this application and urge your approval to help address the extremely concerning lack of employee housing. Thanks, Ray

Raymond E. Farnsworth

General Manager

New Sheridan Hotel, Chop House Restaurant & Bar

231 West Colorado Avenue, Post Office Box 980

Telluride, Colorado 81435

Ph. 970.728.4351

Fx. 970.728.5024

ray@newsheridan.com

The New Sheridan Hotel in Telluride is the premiere destination resort in Colorado. We were awarded the 2015 Four Diamond Hotel rating. The New Sheridan was also recognized by the readers of Conde Nast Traveler as one of the top 5 "Best Places to Ski & Stay in North America" and number 1 in service. To learn more about the New Sheridan Hotel, New Sheridan Chop House, New Sheridan Parlor, New Sheridan Historic Bar or The Roof, please visit our website at www.newsheridan.com

From: Elissa Dickson <edickson@telluridelibrary.org>
Sent: Wednesday, January 07, 2015 1:18 PM
To: Chris Hawkins
Subject: affordable housing

I would like to express my support for affordable housing, specifically in the Rezoning of the former Telluride Apartments site and the affordable housing project (approx.. 43 units) in Mountain Village that is being discussed.

Thanks!
Elissa Dickson
Adult Programs Coordinator
Wilkinson Public Library
970-728-4519 x147

From: Brian O'Neill <brian@oneillstetina.com>
Sent: Wednesday, January 07, 2015 11:02 AM
To: Chris Hawkins
Subject: Lot 640A

Chris,

Happy New year to you. I hope you are well.

I wanted to send you a brief note to share my support of the 91 units at Lot 640A. My hopes are that you can find a way to do as many units as possible while maintaining the integrity of the neighborhood. This is a tremendous location for our workforce given its proximity to public transportation. I know you understand the dire housing situation and I applaud you for your efforts in helping to solving the problem.

This is a great opportunity to further this effort.

--

Sincerely,

Brian F. O'Neill
Telluride Properties
Director

P.O. Box 37

237 S. Oak Street

m. 970-708-5367

<http://www.tellurideproperties.com/brianoneill>



Chris Hawkins

From: 'Mark Dollard' <dollard@seatoskiproperties.com>
Sent: Wednesday, January 07, 2015 10:15 AM
To: Chris Hawkins
Subject: Meadows Employee Housing Meeting with Mountain Village DRB on Thursday Jan 8th at 10am

Hello Chris,

I am writing you a quick note to express my support for the proposed 91-unit employee apartments on Lot 640A in the Meadows. As a local employer I have a unique view of affordable housing and our community's lack of it. I generally support projects of this nature, particularly if the project is attended with an adequate amount of density. We only have a limited number of spots to develop these projects, and the housing shortage will continue to be an issue for many years to come, so I fully support the original MV Comprehensive Plan that puts an adequate amount of density on this project in this location.

Thanks for your time. Please let me know if I can provide anything else.

Sincerely,

Mark Dollard
President
970.729.8830
dollard@telluride.com



From: Ben Jackson <bkjack@rmi.net>
Sent: Wednesday, January 07, 2015 8:03 AM
To: Chris Hawkins
Subject: Meadows Employee Housing Meeting with Mountain Village DRB on Thursday Jan 8th at 10am

Chris

Please accept this email as support for the pending application in front of the Town of Mountain Village for the Meadows Employee Housing Project. We have all seen the recent articles in the newspapers with regards to the shortage of workforce housing. I have lived in Town 27 years and over those years been a retail business owner as well as a landlord. I have never seen so many people trying to find housing in or within a 15 minute drive to Mountain Village/Telluride.

This area of the Mountain Village was created for just this type of project. Please approve the 91 units being requested by the developer, or more if it can fit on the site. This project is but a Band-Aid on the overall regional housing shortage and will show the public at large that the Town of Mountain Village is serious about providing housing.

I have heard rumors of the Town of Mountain Village purchasing this parcel for open space? Please tell me this is unfounded, if not whoever is pushing for more open space in our region needs to step outside and take a right or a left we are surrounded by it!!

PLEASE READ THIS EMAIL OF SUPPORT INTO PUBLIC RECORD AND/OR PROVIDE IN ANY MEETING PACKET

Best



Ben Jackson,

c | 970.708.1495

f | 970.728.3049

e | bkjack@rmi.net



From: tcpgreene@aol.com
Sent: Wednesday, January 07, 2015 9:14 AM
To: Chris Hawkins
Subject: Employee Housing Project at the Meadows

Good morning Chris and Board members,

As a year round resident of Mountain Village I would like to encourage the Town to approve the 91 unit Employee Housing project at the Meadows.

The area is desperate for employee housing. As everyone knows the quality of the service industry is dependent on having a high level of employees. This makes in town housing the most basic requirement. Thank you for your consideration.

Please approve this project for the future of the area.

Thank you,
Tim and Marcia Greene

From: Alice Martin <amartin@telluridelibrary.org>
Sent: Tuesday, January 06, 2015 7:13 PM
To: Chris Hawkins
Subject: housing

Please make affordable housing a priority.

Alice Martin
P.O. Box 3654
Telluride, Co 8143

From: JOLANA VANKOVA <jolanavanek@yahoo.com>
Sent: Monday, January 05, 2015 4:08 PM
To: Forward bbrown; Forward kbrown; Forward deckman; Forward pevans; Forward ggarner; Forward bhoins; Forward kperpar; Forward ltrujillo; Forward dzemke; Chris Hawkins; Katie Cox
Subject: Regarding this upcoming DRB meetin on January 8, 2015

Dear esteemed members of Design and Review board,

On your agenda for this upcoming meeting we see an item pertaining to Lot 640 A. As a secretary of the Boulders HOA I see or speak with, our members /neighbors on a regular basis.

I would like to bring to your attention that I have so far heard all neighbor still have the same perception of the proposed behemoth of a project. It is way too big for our neighborhood, by mass, scale and the proposed amount of people it would bring into our neighborhood.

We seem to always arrive at the same sentiment: Anything than the current 30 units is not appropriate. And now we also see new areas that might be suitable for affordable housing. Something to think about.

I will see you on Thursday,

Jolana Vanek,
Meadows resident

From: John Vise <vise1@cox.net>
Sent: Sunday, January 04, 2015 4:21 PM
To: Katie Cox
Cc: Dave Doemland; johnhowe Howe; John Vise; Kerri Vise
Subject: Notice Of Pending Development Application: Lot 640A and Tract OSP-35A

Follow Up Flag: Follow up
Flag Status: Flagged

Katie,

I live in the Northstar Condominiums and received the notice for pending rezoning changes in the mail. I have some questions.

1. Why is the rezoning being changed? If the original plan was for 30 units, what has changed necessitating 91 units?
2. Has a study been performed analyzing the impact on Mountain Village Cable and Internet? How will the internet be affected? Can the company handle the additional users?
3. Is there going to be a gate and fence proposed between the two subdivisions, or are the new tenets going to have access and be able to walk through Northstar on the way to Big Billies?
4. Why is there a need for commercial space?
5. What does Full Use Active Open Space Zoning mean? Is this going to be designated as a park which will be maintained and appeared by the Town of Mountain Village?
6. Based on the architectural diagrams on your website, it looks like units 15-18 will have there current views blocked by the new 4 story building. Can you confirm?
6. What is the purpose of the DRB Hearings? Will there be a dial in established?

Based on my initial review, I am not in favor of the new building (increased height) and increase in units (congestion), but would like to get more information. However, I am in favor of freeing up commercial and residential land for park use.

Thanks,

John Vise
Personal
vise1@cox.net
(480) 451-3690 Home
(602) 738-9074 Cell

From: L Roddick <rdltd@msn.com>
Sent: Friday, December 12, 2014 4:25 PM
To: Katie Cox
Subject: Lot 640A and Tract OSP-35A

Hi Katie

I own one of the Outlaws units. I have a question regarding the Notice of Pending Development Application for Lots640A and Tract OSP-35A. I am not understanding the inclusion of Tract OSP-35A. Is Mountain Village planning to build employee housing anywhere on this Tract?

Thank you, Laurie

Laurie Roddick
Roddick & Dunbar Ltd.
Landscape Architecture
970.708.4696

PO Box 600
Telluride, Colorado 81435

www.RoddickLtd.com

From: Virginia Hinshaw <vhinshaw@hawaii.edu>
Sent: Friday, November 21, 2014 2:45 AM
To: Katie Cox
Subject: Lot 640A

Dear Mr. Cox,

We are writing in opposition to the proposed plans by the developer for Lot 640A, formerly Telluride Apartments, next to Northstar where we have owned a condo for over 16 years. The impact of this plan on the current and future residents in the Meadows would be highly negative and create a diminished quality of life for all Meadows residents, such as increased infrastructure demands, more foot and car traffic, diminished property values, lower tax revenues – all serious issues. This proposed large increase of residents in the Meadows does not reflect planning that would benefit the community in the long run. The proposed density of 91 units is way too high - even at the former density, there were numerous problems from people walking through our area as a shortcut (lot of foot traffic) to noise from cars and people. We are already a high density area, so there is a definite need to cap the number of units to no more than 30 and require the inclusion of open space for landscaping and adequate design for traffic flow in and out of the Meadows for all guests and residents. What we truly need in that area is a park – green spaces for gatherings are non-existent in our area yet would greatly improve the quality of life for residents now and into the future. Many of us have continually stated our concerns about the developer's proposal for 91 units on many occasions - our voices deserve to be heard and respected. Thank you for your consideration - Bill and Virginia Hinshaw, #13 Northstar.

Virginia S. Hinshaw

Chancellor Emeritus
Professor of Tropical Medicine, Medical Microbiology and Pharmacology
John A. Burns School of Medicine
651 Ilalo Street, MEB 402F
University of Hawai'i Mānoa
Honolulu, Hawaii 96813
Phone: (808) 692-1215
FAX: (808) 692-1267
Email: vhinshaw@hawaii.edu

From: Rick Idler <rsihandmd@comcast.net>
Sent: Tuesday, November 11, 2014 8:41 PM
To: Katie Cox
Subject: Lot 640A development

Once again the town is dumping high density employee housing into the Meadows. As a home owner along Adams Ranch Road this means more traffic, noise and dust. No provisions are being made to directly connect this population to the village core. Wonder why the Village Core is an economic dead zone. The people that work and require services don't live there. New employee housing should be in the Core. The Meadows doesn't need more density. Convert the Meadows Apartment to a park for those who already live there. This development is not consistent with a community commitment to give all home owners in Mountain Village a quality experience in the mountains. Richard Idler 101 Lupine Ln



934 Main Ave., Unit C
Durango, CO 81301
Ph (970) 385-4546
Fax (970) 385-4502

February 12, 2015

Chris Hawkins, AICP
Town of Mountain Village, CO
455 Mountain Village, Blvd.
Mountain Village, CO 81435

RE: Telluride Apartments Infrastructure Analysis (water and sewer)

Dear Chris,

Russell Planning and Engineering, Inc. (RPE) evaluated existing water and sewer infrastructure servicing the proposed Telluride Apartments project in the Meadows Area of the Town of Mountain Village.

For the water distribution system, infrastructure was analyzed for both current build-out and build-out with an increase of 60 units on the Telluride Apartments lot. Under both peak demand scenarios, adequate domestic flow along with fire flow demand is available.

The sewer collection system was analyzed for current peak flows and also flows at peak build-out with the additional 60 units. It was determined that the flattest pipe (18-inch pipe at a .72% slope) below the collection point for the additional 60 proposed units will handle the additional flows.

If you have any questions, please give me a call.

Sincerely,

A handwritten signature in black ink that reads "Frownfelter".

William C. Frownfelter, P.E.
Senior Project Manager





**COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION**
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

Agenda Item No. 8

TO: Town Council
FROM: Chris Hawkins, Director of Community Development
FOR: Meeting of February 19, 2015
DATE: February 12, 2015
RE: Meadows Improvement Plan

Purpose of Meeting

There are three main goals for the Council worksession: (1) direction on the final path for the sidewalk from Fairway Four to the Adams Ranch intersection by Big Billies; (2) ensure we have the final list of desired improvements; and (3) direction on final 2015 projects.

Framework

The Town Council directed the creation of a Meadows Improvement Plan as part of the 2014 budget and associated performance measures. The main intent for this plan is to provide the desired community infrastructure and amenities to support existing development, and planned development as envisioned in the Mountain Village Comprehensive Plan's Meadows Subarea Plan.

The Meadows Improvement Plan has its foundation in the following Comprehensive Plan policies:

Subarea Plan Introduction. The following actions will lead the way to achieving the principles, policies and actions of the Meadows Subarea Plan.

- Improve connection to Mountain Village Center and/or Town Hall Center Subareas with a year-round chondola and/or pulse gondola connection and with an enhanced rubber tire system, as needed.
- Provide a paved trail for pedestrians and cyclists from the Meadows Subarea to the Mountain Village Center Subarea.
- Explore the construction of a two-story parking structure, with a green playfield roof, to alleviate traffic congestion and allow visitors to utilize the year-round gondola or summer paved trail for easy access to Mountain Village Center; provide an amenity for the neighborhood, such as a day care.
- Construct improved pedestrian connections and enhanced community amenities.

Principle II, Policy F. Provide the following list of improvements to create a better sense of community:

1. Plant trees and shrubs on the north side of Adams Ranch Road, especially between Coyote Court and the Boulders entrance.
2. Plant trees and shrubs on south side of existing cement sidewalk.
3. Plant trees and shrubs on the north side of the proposed park by Telluride Apartments.
4. Repave Meadows Run Parking lot.
5. Install guard rail on Adams Ranch Road above Coyote Court.
6. Replace dying trees surrounding Meadows Run Parking lot.
7. Replace the wetland bridge decking with green building material.
8. Install a cement sidewalk from Big Billie's Apartments to the Post Office instead of a painted line as shown on the Meadows Subarea Plan Map.
9. Construct two or more tree islands in the middle of Meadows Run Parking Lot.
10. Work with private lot owners to plant flowers and flowering shrubs such as lilacs.
11. Create a sidewalk from Spring Creek to Fairway Four as shown on the Meadows Subarea Plan Map.
12. Improve the safety and efficiency of major road intersections for all users – pedestrians, drivers and cyclists.

The Town Council conducted a special site walk and meeting on the Meadows Improvement Plan on January 20, with the draft staff notes from that meeting shown in Exhibit A.

Funds Spent To-Date

The Meadows Improvement Plan has spent \$61,883.14 in 2014 for surveying, wetland delineations, engineering and landscaping services, which leaves \$438,430 for work on actual improvements in 2015.

Fairway Four to Adams Ranch Intersection

Town Council agreed in 2015 to initiate Section 4, with some differing opinions on the exact location of the sidewalk. Exhibit B contains all of the consultant prepared sections to-date for the plan per direction provided in 2014 Council meetings. Section 4 shows the sidewalk leading from Fairway Four on the west side of the access road along the Meadows Parking Lot to a cross walk across the Northstar access drive. The sidewalk then is shown running on the north side of Adams Ranch Road to the main intersection by Big Billies.

At the January Council meeting, it appeared that a majority supported moving the sidewalk from Fairway Four to the Northstar access drive on the east side of the access road, and then cross Adams Ranch Road to follow along the north side as drawn. Section 6 shows a blue line with this route. One Council member felt that the sidewalk should continue on the south side of Adams Ranch Road all the way to the Big Billies intersection as shown in Red.

Staff is looking for the final direction on Section 4 so that engineered plans can be developed for subsequent bids and completion in 2015.

Meadows Improvement Plan List of Improvements

Based on input provided to-date, staff believes that the following represents the desired improvements in the Meadows:

List of Analyzed Improvements

Improvement	Description	Estimated Cost
Section 1	6' Sidewalk from Coyote Court to Meadows Trail	\$76,597
Section 2 ¹	6' Sidewalk from Coyote Court to Boulders Way	\$252,733
Section 3	Enhanced Lighting and Landscaping from Boulders Way to Adams Ranch Intersection (Retain Existing Sidewalk with Bikes on Road)	\$134,664
Section 3a	Boulders Way Access Tract Improvements	\$103,242
Section 3b	Adams Ranch Intersection Improvements (Normal Intersection)	\$144,864
Section 4	6' Sidewalk from Fairway Four to Adams Ranch Intersection	\$208,019 ⁴
Section 5	Improved ADA Walkway to Northstar Access Drive from Bridge and Along Northstar Drive	\$185,092
Section 6 ²	6' Sidewalk on South Side of Big Billies from Adams Ranch Road Intersection to the Chondola	\$240,346
Section 7	Meadows Parking Lot Park Option 1 (No Loss of Parking) ³	\$139,351
Section 8	Post Office Access Improvements	\$24,783
Section 9	Prospect Creek Pocket Park	\$97,468

Table Notes:

¹Section 2 could be eliminated if the Telluride School District agrees to a new bus stop located by Coyote Court on north side of the Road. School District policy currently does not allow for another stop, so policy would have to be changed.

²Section 6 is a low priority until the redevelopment of Big Billies, with improving the current Chondola access through Big Billies the consensus of the Council.

³Section 6 should include a potential summertime basketball court in the parking lot since parking demand is lower in the summer.

Most sections include landscaping as envisioned in the Comprehensive Plan, except for Section 4 that did plan any additional landscaping.

⁴Deducts out cost allocated for road maintenance budget that was allocated to repaving this section in 2015.

List of Other Improvements That Were Not Analyzed Due to Costs But Will Be Included in the Final Plan as Future Improvements for Additional Analysis

1. Meadows to Town Hall Subarea Trail (TSG concerned over golf course-trail interface)
2. Meadows to Village Center Paved Trail (TSG concerned over golf course-trail interface, and Rosewood development will provide final end segment to the trail)
3. Year-round operation of the Chondola to Village Center (Not analyzed due to costs and golf course impacts in the summer)
4. New chondola to Town Hall subarea (Not analyzed due to costs)
5. Additional trails in the Meadows area (Not analyzed because raised late in the planning process)
6. Pump track in the Meadows area (Not analyzed because raised late in the planning process)
7. Two story parking structure with green roof (Eliminated from analysis due to costs)

8. Big Community Park in the Meadows (Not analyzed due to pending application and no consensus)
9. Community garden (Not analyzed due to pending application)
10. Neighborhood Park
11. Other improvements not listed???

If the Council concurs with this list, staff will develop a Comprehensive Plan-like document for review at a future worksession.

Direction on Final 2015 Projects

The emphasis for 2015 projects has been on safety-related improvements, with the Fairway Four to Adams Ranch Road intersection sidewalk already selected by the Council in 2014 as the top priority project in 2015. Continuing the safety theme, staff is recommending the following projects in 2015:

	2015 Funds	\$438,430
Section	Project	
Section 4	6' Sidewalk from Fairway Four to Adams Ranch Intersection	\$208,019
Section 8	Post Office Access Improvements	\$24,783
Section 5	Improved ADA 6' Sidewalk to Northstar Access Drive from Bridge and Along Northstar Drive	\$185,092
	Remainder	\$20,536

This proposal will create a very nice looped sidewalk system in the Meadows as an amenity and provide safe sidewalk access throughout the neighborhood.

STAFF RECOMMENDATION

Staff recommends that the Town Council provide direction on (1) the final path for the sidewalk from Fairway Four to the Adams Ranch intersection by Big Billies (Section 4); (2) the final list of desired improvements in the Meadows Improvement Plan; and (3) the improvement projects to be completed in 2015. Staff will then facilitate the preparation of engineered plans for the 2015 improvements for bidding. Staff will also create the more Comprehensive Plan-like final Meadows Improvement Plan document for additional Council review and approval.

Exhibit A: General Direction Provided at January 20, 2015 Council Meeting.

For the Meadows Parking Lot Park shown in Section 7

- Provide landscape buffer and potentially fence improvements to keep children in the park.
- Keep the option to expand the Meadows Parking Lot Park into the parking lot pending future TSG approval.

For the Meadows Parking Lot shown in Section 7

- Add temporary toilet by post office with long-term goal for permanent, stick built toilet.
- Look at new ADA ramp parallel to post office that is perpendicular to Northstar driveway versus curved ADA access.

For Section 5, New Walkway from pedestrian bridge to Northstar access driveway.

- Break out the costs of the ADA accessible walk, new stairs and new sidewalk along north side of the North Star Driveway.
- Ensure sidewalk connects to sidewalk along Adams Ranch Road to create walking loop in the Meadows.
- Add sidewalk connecting to Northstar from proposed sidewalk.

For Section 4, Sidewalk from Fairway Four to Adams Ranch Road Intersection by Big Billies

- Majority of Council members indicated sidewalk should be on east side of Adams Ranch Road to intersection with North Star driveway/Adams Ranch Road then cross to the north side of the street across from Spring Creek preceding to the Adams Ranch Road by Big Billies.
- Explore methods to allow for Aspen regeneration in snow storage area for Big Billies.
- Improve the visibility of the current Adams Ranch Road intersection by Big Billies.

For Section 6, Big Billies Chondola Connection

- Establish new pedestrian path on south side of Big Billies along Prospect Creek concurrent with the future redevelopment of the property.
- Consider installing lighting along the current pedestrian path.
- Consider installing new sidewalk connection to existing sidewalks on north side of Big Billies on the west side of the breezeway access drive.

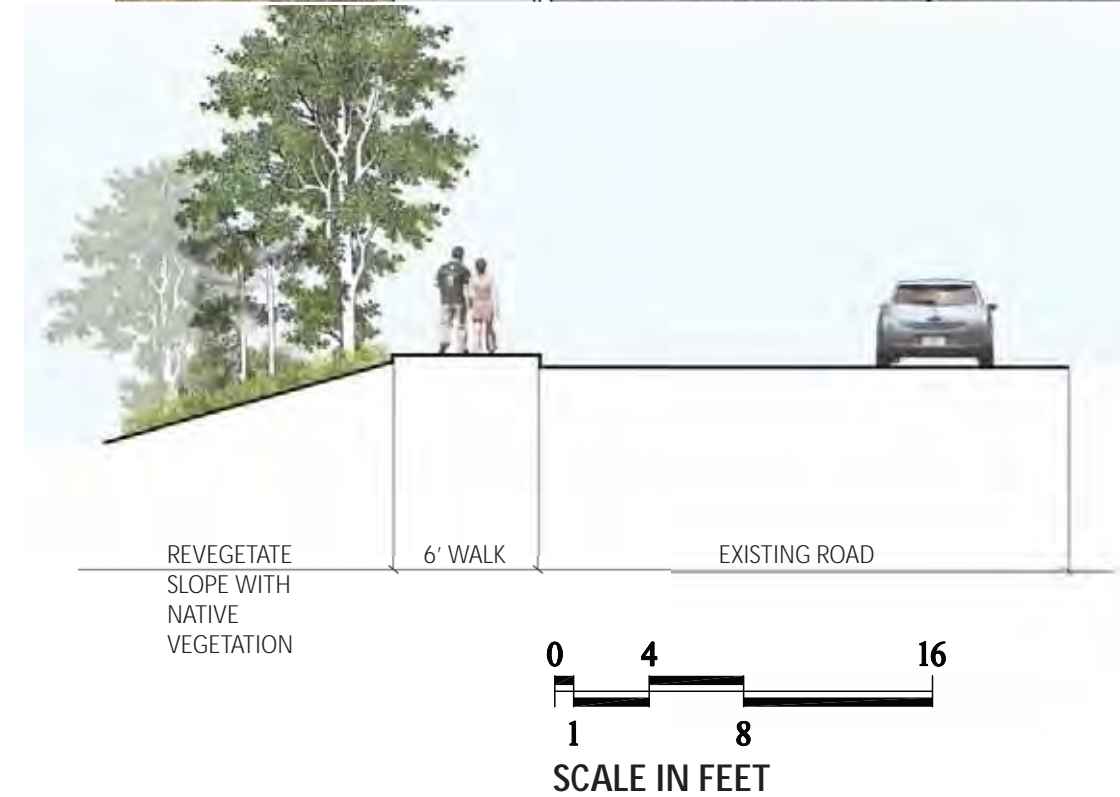
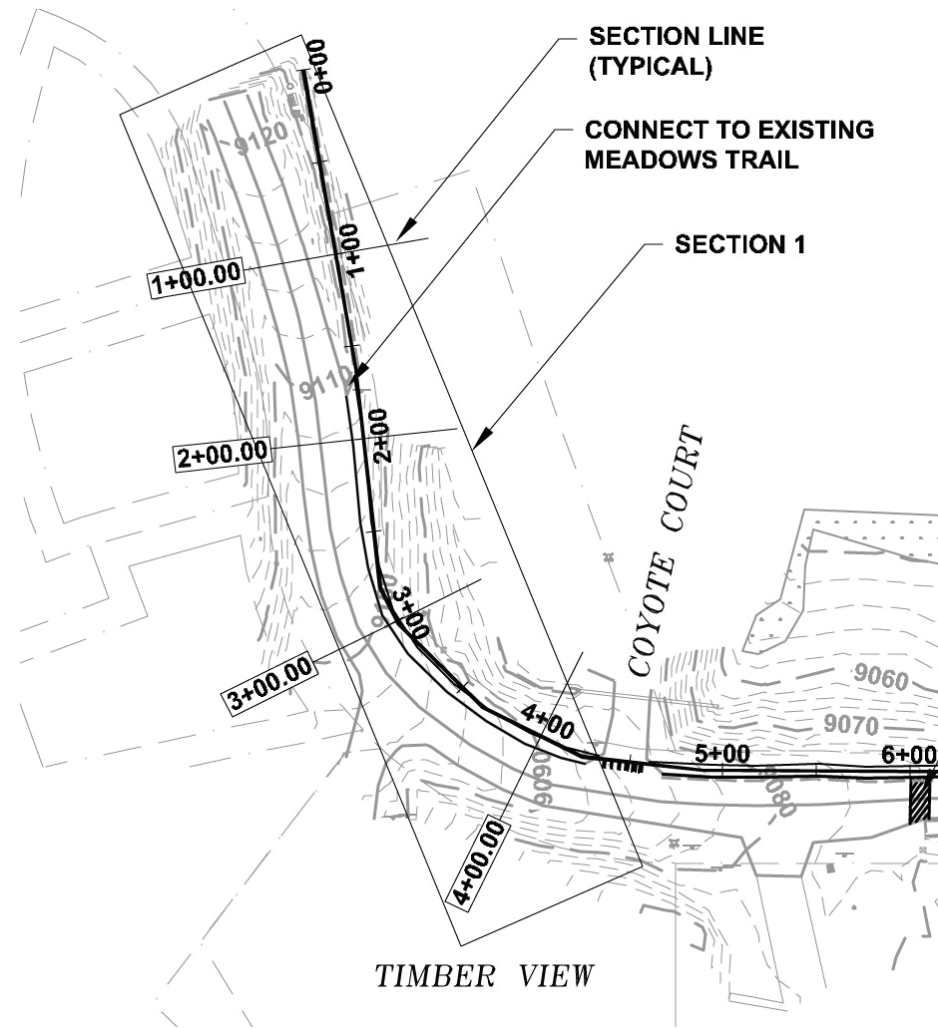
Section 9, Pocket Park

- Reach out to Parker Ridge about the park as part of Meadows Improvement Plan process.

Overall changes to the Plan

Final plan needs to:

- Be a Comprehensive Plan-like document with verbiage and details.
- Map out all improvements in final plan.
- Ensure it is a living document that is considered as a part of the annual budget process.
- Include a goal to create an overall landscaping plan for the Meadows.



Section 1 Costs

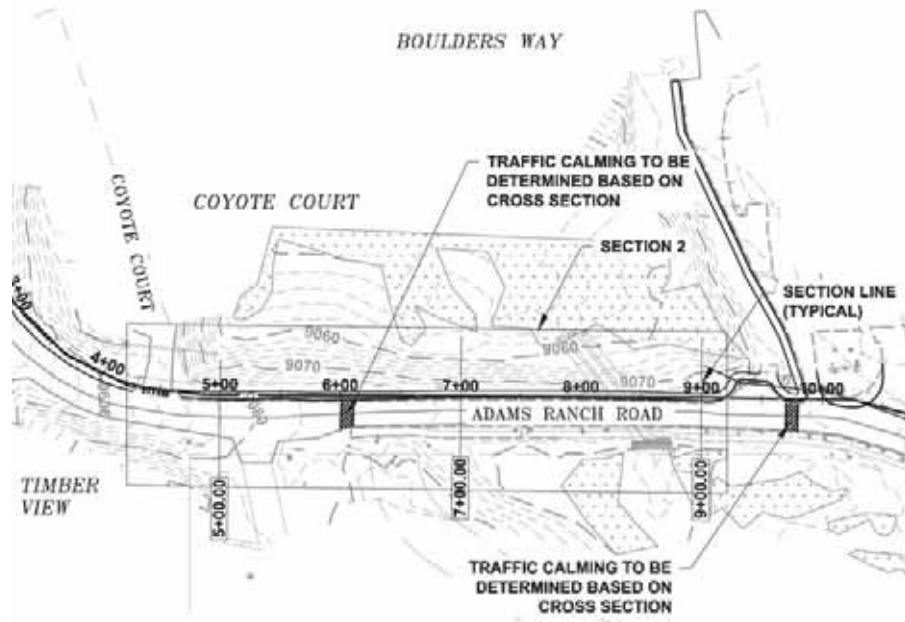
6' Sidewalk:	\$61,492*
Landscaping:	\$15,105
Total Estimated Costs	\$76,597

*Includes Lighting



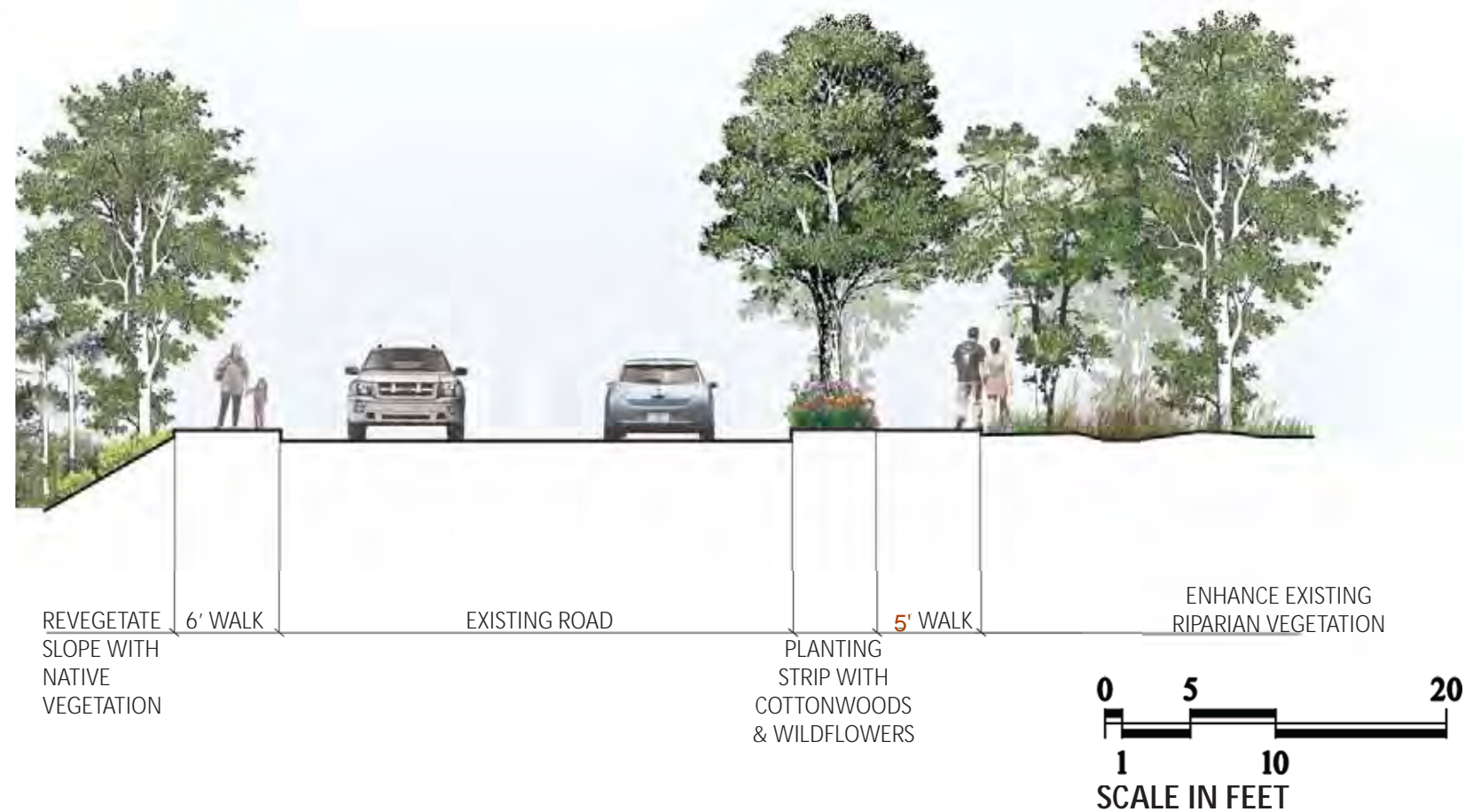
November 2014

DHM DESIGN LANDSCAPE ARCHITECTURE
 LAND PLANNING
 URBAN DESIGN
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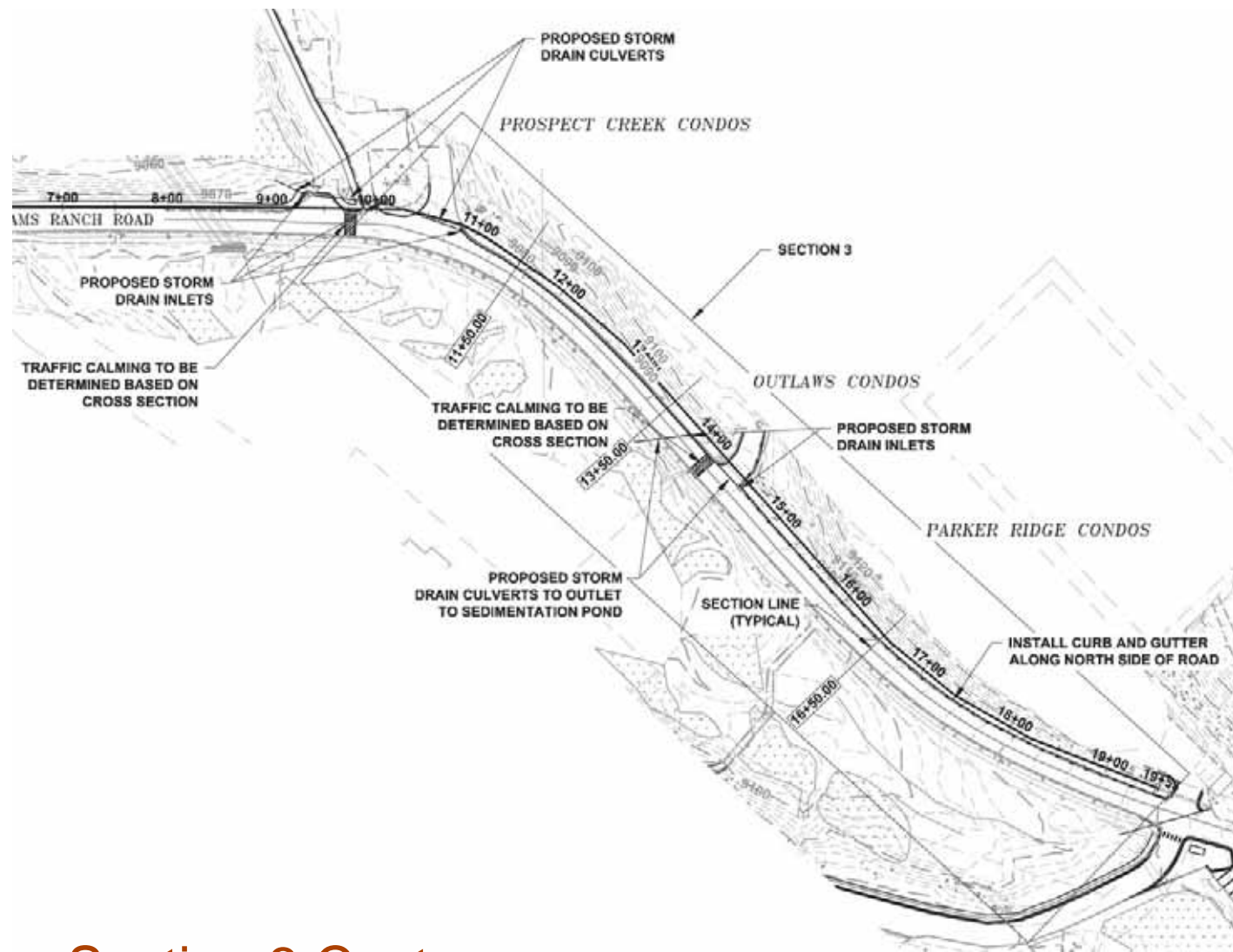


Section 2 Costs
 6' Sidewalk (North Side Only): \$200,000*
 Landscaping: \$52,733
 Total Estimated Costs \$252,733

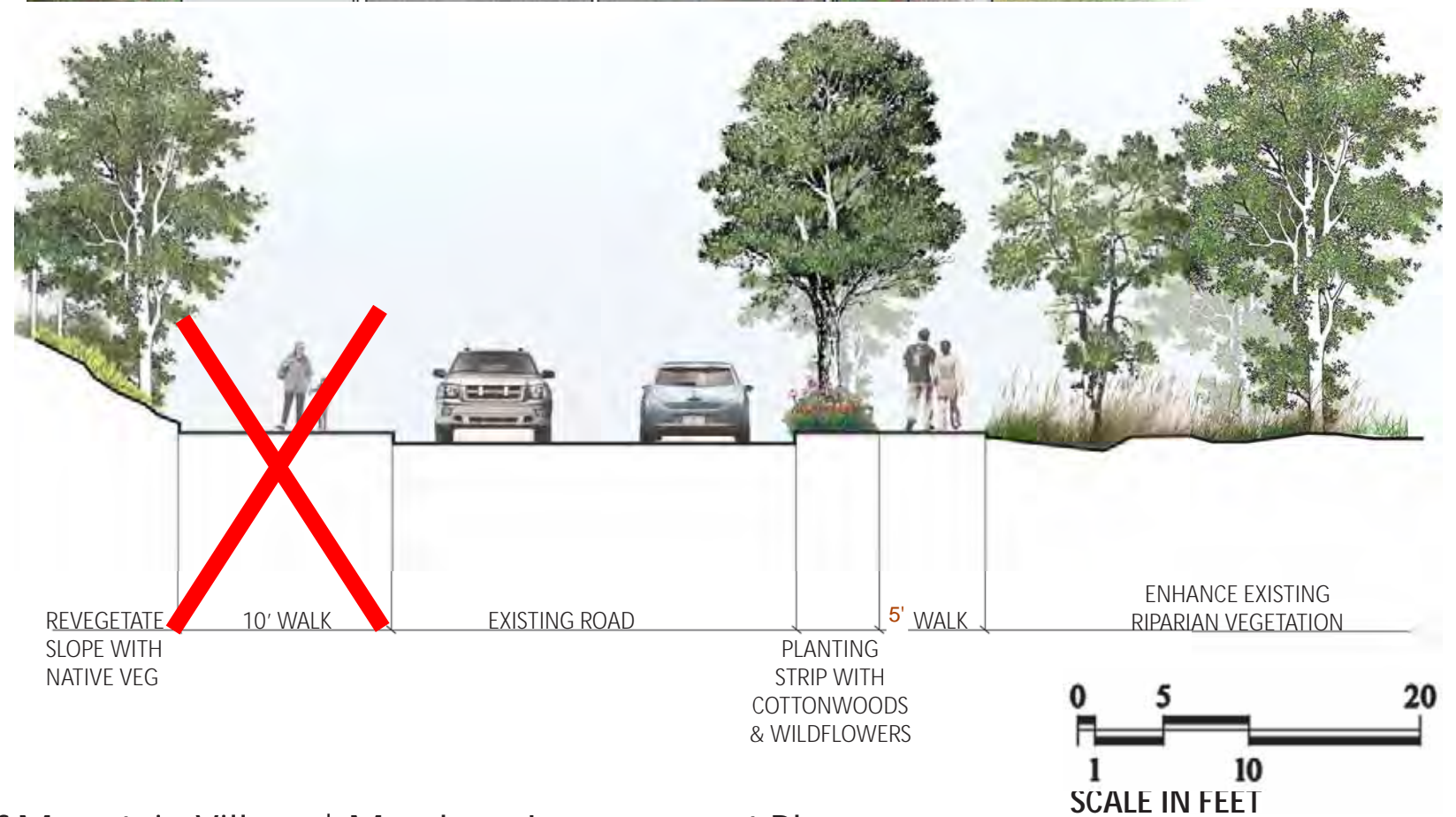
*Includes Lighting



Town of Mountain Village | Meadows Improvement Plan
 Section 2A: Trail Option From Coyote Court to Boulders Way



Section 3 Costs
 Sidewalk Costs: \$0 (Retain Existing)
 Enhanced Lighting: \$84,744
 Landscaping Costs: \$97,000
 Total Estimated Cost: \$134,664

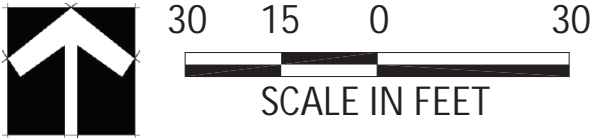
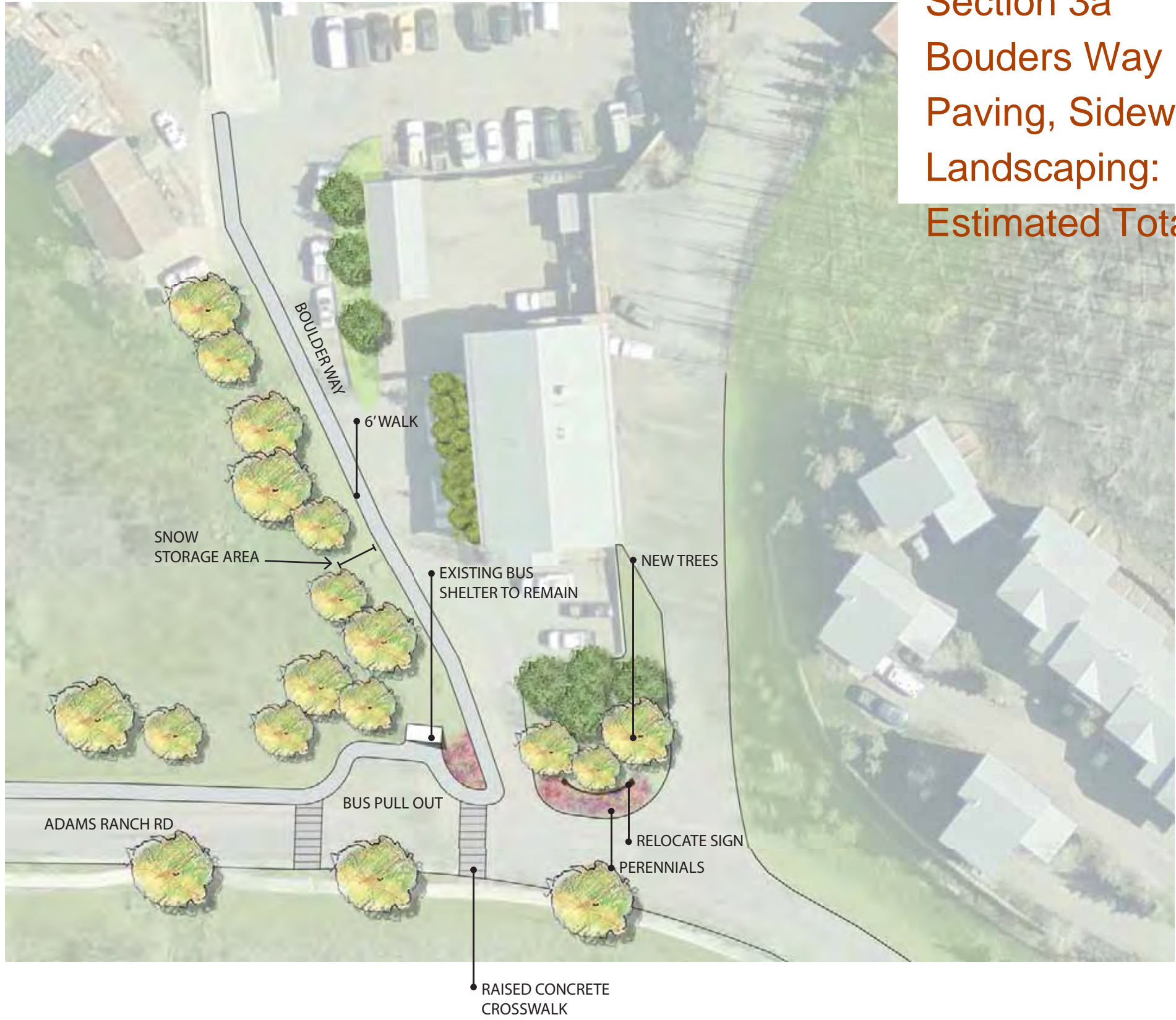


Section 3a

Boulders Way Intersection Costs

Paving, Sidewalk, Etc:	\$72,815*
Landscaping:	\$30,427
Estimated Total Costs:	\$103,242

*Includes Lighting



November 2014



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Town of Mountain Village | Meadows Improvement Plan
Boulder Way Intersection Concept

Section 3b
 Adam's Ranch Intersection Costs
 Normal Intersection Option
 Paving, Drainage, Etc: \$136,550*
 Landscaping: \$8,314
 Total Estimated Cost: \$144,864

*Includes Lighting



November 2014

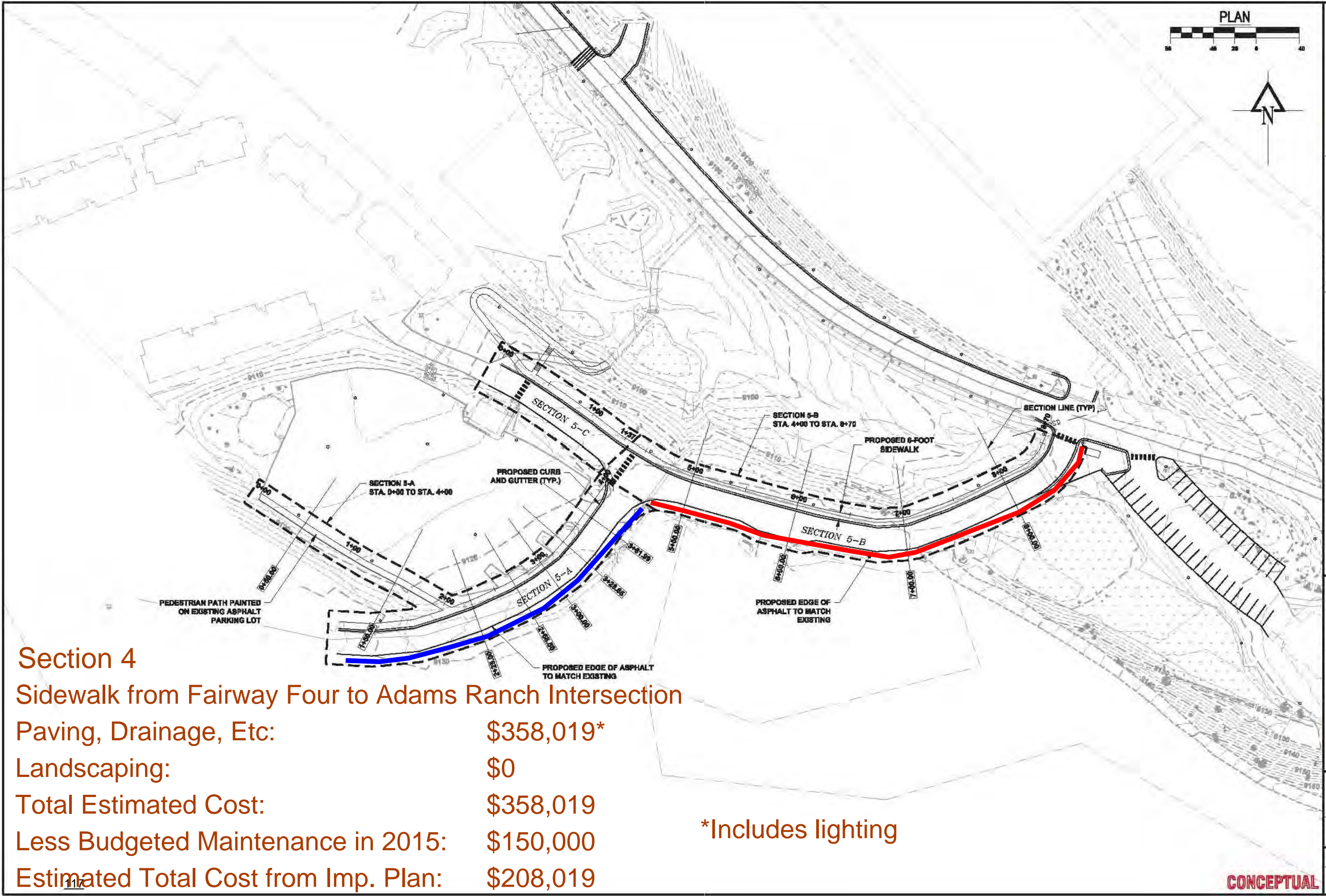


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Town of Mountain Village | Meadows Improvement Plan
 Conceptual Intersection Design

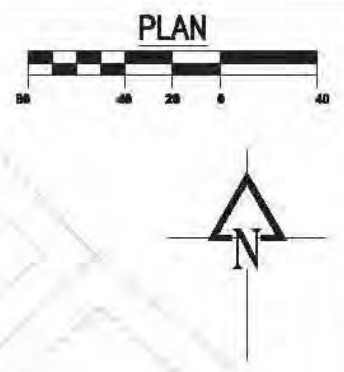




Section 4
Sidewalk from Fairway Four to Adams Ranch Intersection

Paving, Drainage, Etc:	\$358,019*
Landscaping:	\$0
Total Estimated Cost:	\$358,019
Less Budgeted Maintenance in 2015:	\$150,000
Estimated Total Cost from Imp. Plan:	\$208,019

*Includes lighting



PLAN

20 40 20 0 40

N

REVISIONS:

MT VILLAGE MEADOW IMPROVEMENT PLAN
TOWN OF MOUNTAIN VILLAGE, CO
SECTIONS 5-A AND 5-B SITE PLANS

Russell Planning & Engineering, Inc.
 Civil Engineering Services
 934 Main Avenue, Unit C
 Durango, Colorado 81301
 Phone: (970) 885-4546
 Fax: (970) 383-4502

Drawn: BF
Drafted: BN
Checked: BF

Date of Submittal
10/29/2014

CONCEPTUAL EX-18

File Name: R:\Current Projects\Land Projects\3Mountain Village base area project\ACAD\Subsections 5 - INTERSECTION TO FAIRWAY 4 Plot.dwg Plot Style: HALF-8TB Plotted By: BRIDGET NASH

CALL 811
TWO WORKING DAYS
BEFORE YOU DIG

811
Know what's below.
Call before you dig.

Section 5

Improved Walkway To Post Office

Paving, Grading, Etc: \$128,677*

New Access Drive Sidewalk: \$42,797

Landscaping: \$13,618

Total Estimated Cost: \$185,092

*Includes lighting



November 2014



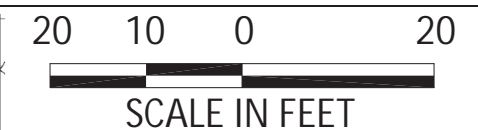
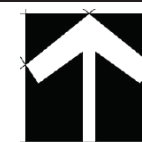
DHM DESIGN

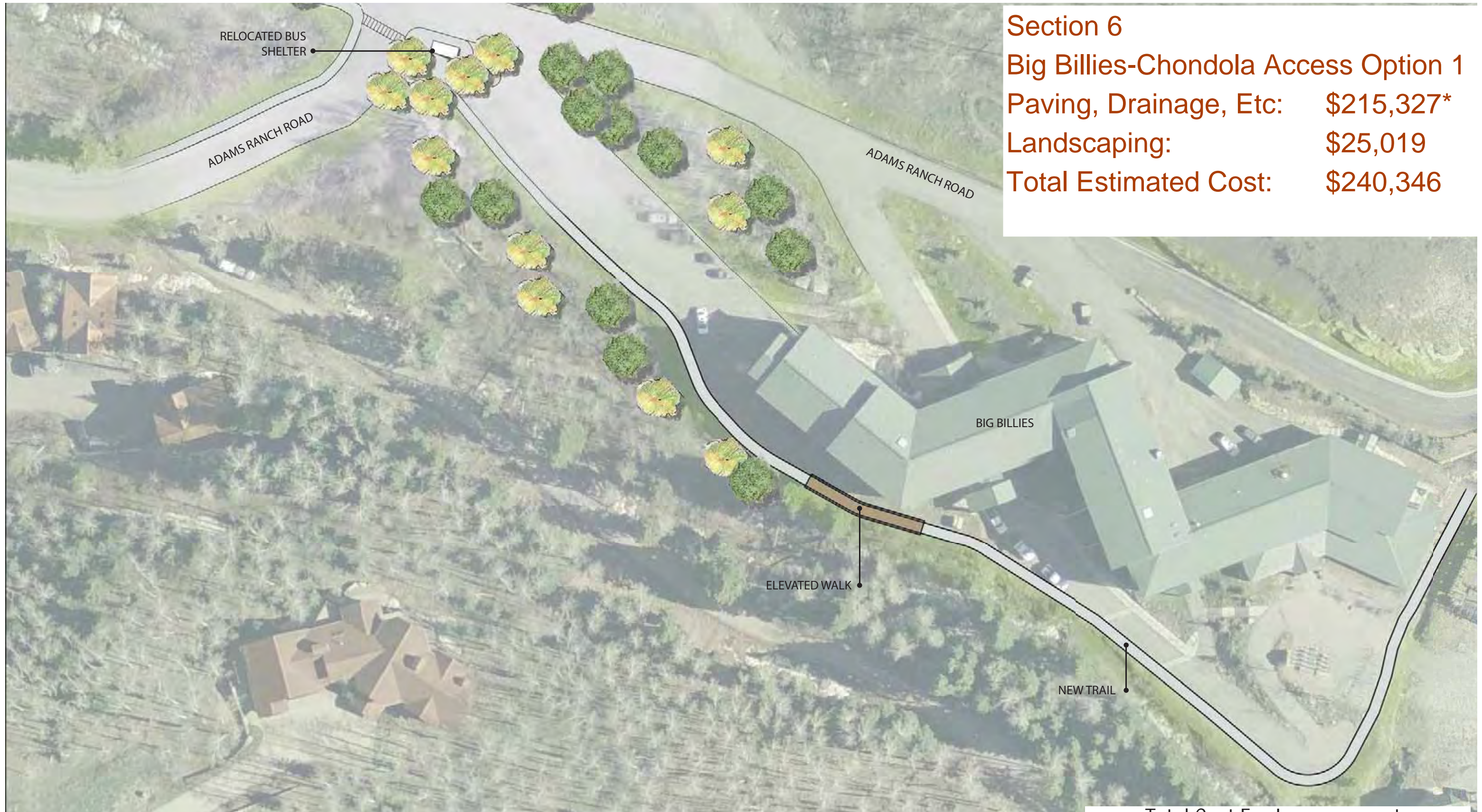
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Town of Mountain Village | Meadows Improvement Plan

ADA Access at Bridge





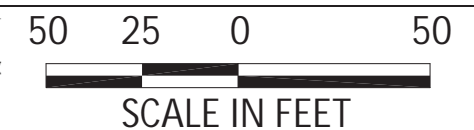
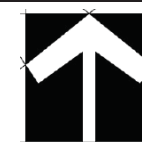
Section 6
Big Billies-Chondola Access Option 1
 Paving, Drainage, Etc: \$215,327*
 Landscaping: \$25,019
 Total Estimated Cost: \$240,346

Total Cost For Improvements
 \$240,345.50

Town of Mountain Village | Meadows Improvement Plan
 Big Billies | Option 1



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PRECEDENTS



Picnic Shelter



Wood Bench



Picnic Shelter

November 2014



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Town of Mountain Village | Meadows Improvement Plan
Meadows Parking Lot | Option 1





PRECEDENTS



Shade Structure



Picnic Shelter



Boulder Playground

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Town of Mountain Village | Meadows Improvement Plan
 Meadows Parking Lot | Option 2





Section 9

PRECEDENTS



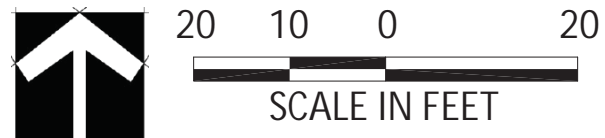
River Access



River Access

Total Cost For Improvements
\$97,467.50

Town of Mountain Village | Meadows Improvement Plan
Conceptual Pocket Park Design





To: Mayor & Town Council

From: Councilman Marty McKinley

For: February 19, 2015 Town Council Meeting

Date: February 11, 2015

Re: Consideration of Allocating up to \$35,000 in Additional Funds for the Telluride Conference Center

In January Marty McKinley, Nichole Zangara Riley, Bob Delves and Anton Benitez (TMVOA) met with TSG Vice President of Hospitality Robert Stenhammer to discuss the status of the Telluride Conference Center. Several positive developments have occurred or are in planning.

- A Marketing Director has been hired. She is well qualified and has worked with Mr. Stenhammer in the past. Between salary, travel and event expenses this is a significant outlay
- TMVOA has committed to the purchase of a new state of the art screen and projector. TMVOA will retain the asset but it will be for the benefit and use of the Conference Center
- TSG intends to purchase a new sound system for approximately \$150,000 which they would like to apply as a credit to a potential purchase of the facility
- TSG intends to convert the mezzanine level into two breakout rooms. The lack of breakout rooms is a significant deficiency

It was a very positive meeting and I am encouraged at the direction of events.

The Town's current level of subsidy to the Conference Center is:

- \$65,000 to reimburse marketing expenses upon proof of expenditure
- \$83,000 HOA dues to Franz Klammer Lodge HOA
- Up to \$20,000 for repair expenses in excess of \$2,500

The reimbursement of expenses has been a significant effort for Ms. Zangara and is an ineffective use of her time. The remaining indebtedness on our bonds will be retired in November of 2017. A smooth transition of ownership would be ideal for the Town of Mountain Village. To encourage that process I would recommend the following modifications to our working arrangement:

- Increase the marketing expenditures to \$100,000 in the form of a quarterly \$25,000 grant requiring no supporting documentation. TCC will easily exceed this amount with the costs of the new Marketing Director
- Revisit and refresh the contract. It was written under different circumstances and is outdated

These steps would reduce our administrative costs and would leave as a gesture of good will and support for the positive steps mentioned earlier.

Town of Mountain Village
HUMAN RESOURCES DEPARTMENT
Biannual Report to Town Council
August 2014 – January 2015

12 a 1

The Town of Mountain Village is dedicated to providing exceptional facilities, services and opportunities, in partnership with the community, which will enhance the quality of life for our residents, homeowners, employees, and guests.

HUMAN RESOURCES STAFF:

Sue Kunz, HR Director
Corrie McMills, HR Coordinator

SUMMARY

- 2015 Employee satisfaction survey showed that 80% of respondents are either satisfied or very satisfied with their employment with the town.
- Workers' compensation modifier rate is the lowest it has been in ten years (0.83)
- Internal compensation study is being conducted anticipating all numbers to be available the end of June
- Succession planning underway: 44% of town employees are currently age 50 or over
- Effective 1/1/2015, seasonal employees starting wage is \$14.00/hr + \$1.00/hr end of season bonus + season ski pass. Gondola operations and Plaza departments are fully staffed for the first time in over a year.
- Seasonal employees that work more than 1560 hours/year are eligible for health insurance benefits, effective 1/1/2016.

- CIRSA Colorado Intergovernmental Risk Sharing Agency (property / casualty insurance)
- DOT Department of Transportation
- EAP Employee Assistance Program
- PERA Colorado Public Employees Retirement Association (in lieu of social security)
- Pinnacol Workers compensation carrier

DEPARTMENT GOALS

1. Administer and enforce town policies & federal regulations
2. Assure compliance with Drug & alcohol policies
3. Operate the department in an environmentally sustainable and sensitive manner including the responsible use of electricity, natural gas, fuel, paper, water, and chemicals
4. Prepare and stay within the HR department's approved budget. Actively seek opportunities to optimize financial costs and investments when making decisions
5. Maintain accurate personnel files in compliance with the Colorado Retention Schedule and ensure accurate information for payroll
6. Assist management with timely and lawful recruitment processes to maintain proper staffing levels
7. Respond to employee issues and concerns
8. Oversee the Safety Committee, workers compensation, and safety programs to minimize workplace injuries
9. Provide attractive compensation and benefits package to retain high-performing, well-qualified employees
10. Coordinate staff training, performance reviews & staff development opportunities

PERFORMANCE MEASURES

1. **Policies**
 - Employee Handbook Update (item 12 a 3)
 - Drug & Alcohol Policy- Safety Sensitive Employees (item 12 a 2)
 - Drug & Alcohol Policy – Non-Safety Sensitive Employees (item 12 a 2)

2. Drug testing compliance. Complete pre-employment testing for all new hires; ensure random, reasonable suspicion and post-accident testing is completed in compliance with the DOT and non-DOT policies; conduct required training for employees and supervisors.

All required drug testing and reporting is current. Required training is completed.

- DOT Reasonable Suspicion Training - September 17, 2014.
- DOT Effects of Drugs & Alcohol - November 11, 2014.

3. Environment.

- Forms, applications, policies, handbooks are all available electronically significantly reducing paper.
- *HR Insider Newsletter* includes Environmental Tips for the workplace.

4. Budget

Implemented new backgrounds check service through HireRight to further reduce recruiting costs.

5. Personnel files

Employee files are current. New hire packets are completed on or before the first day of employment. Personnel files scanned into *Ultipro* as appropriate according to state retention schedule.

6. Recruitment & Retention

Turnover rates

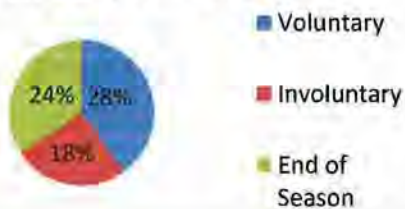
Gondola Operators

	Seasonal	FTYR	Total	
Winter 2014-15	4	2	6	12.5%
Summer 2014	15	3	18	46.9%
Winter 2013-14	7	1	8	21.9%
Summer 2013	12	2	14	43.8%

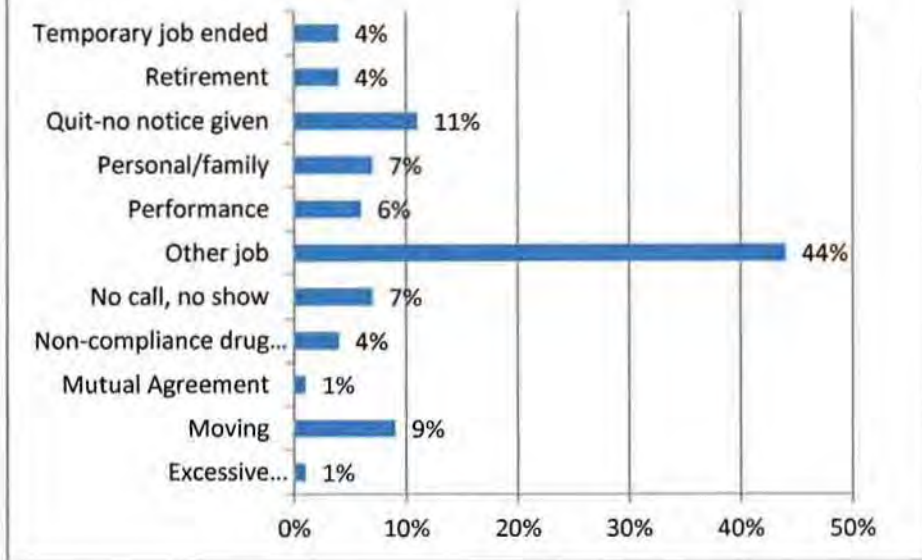
All Regular, full time employees

2014	15%
2013	21%
2012	19%

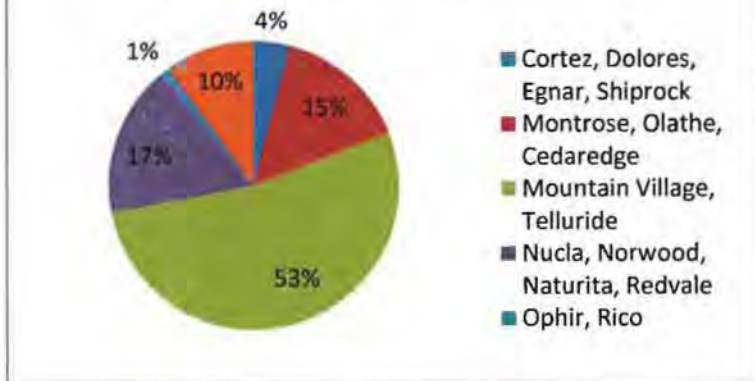
**Reasons for Termination
01/01/2014 - 12/31/2014**



Reasons for Termination



Commuting Employees



Succession Planning

- 44% of current full time, year round employees are age 50 or over

Over 65	= 2 employees	(2%)
Ages 60-64	=11 employees	(10%)
Ages 50-59	=35 employees	(32%)
Ages 40-49	=22 employees	(20%)
Ages 30-39	=21 employees	(19%)
Ages 20-29	=18 employees	(17%)

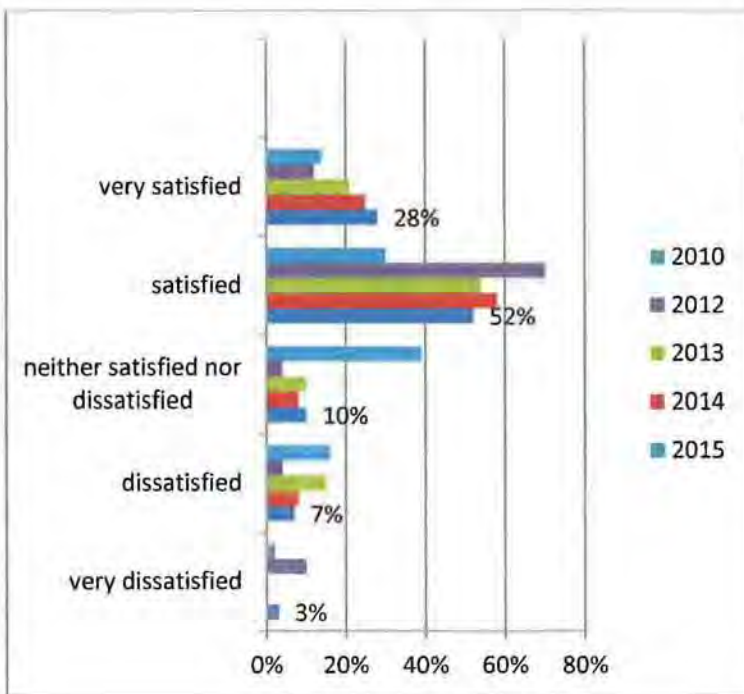
7. Respond to employee issues and concerns.

Maintain a workforce that is generally satisfied with benefits, compensation, training, equity and the quality of life
 (Goal: annual employee satisfaction survey results of 70% satisfied)

Employee Satisfaction Survey Results

Completed Jan/Feb 2015

	# employees completed the survey	% of employees that said they were overall 'satisfied' or 'very satisfied'
2015	30	80%
2014	39	82%
2013	53	75%
2012	58	82%
2010	44	44%



Employee Satisfaction Survey

30 Total Responses

February 9, 2015

Q1: Overall, how satisfied are you with the town as an employer?

Answer Choices	Responses	
very satisfied	26.67%	8
satisfied	53.33%	16
neither satisfied nor dissatisfied	10.00%	3
dissatisfied	6.67%	2
very dissatisfied	3.33%	1
Total		30

Q2: FULL TIME YEAR ROUND BENEFITS: How satisfied are you with the benefits offered?

	very satisfied	satisfied	neither satisfied nor dissatisfied	dissatisfied	very dissatisfied	n/a	Total
health benefits	34.48% 10	55.17% 16	6.90% 2	0.00% 0	0.00% 0	3.45% 1	100
dental benefits	27.59% 8	58.62% 17	10.34% 3	0.00% 0	0.00% 0	3.45% 1	100
vision benefits	27.59% 8	44.83% 13	6.90% 2	3.45% 1	0.00% 0	17.24% 5	100
amount of EMPLOYEE premium (health, dental, vision) paid by the town	37.93% 11	41.38% 12	10.34% 3	3.45% 1	0.00% 0	6.90% 2	100
amount of DEPENDENT premium (health, dental, vision) paid by the town	24.14% 7	37.93% 11	6.90% 2	0.00% 0	0.00% 0	31.03% 9	100
flex spending accounts (FSA)	20.69% 6	10.34% 3	13.79% 4	0.00% 0	0.00% 0	55.17% 16	100
PEPA (public employee's retirement association) in lieu of social security	37.93% 11	44.83% 13	10.34% 3	0.00% 0	0.00% 0	6.90% 2	100
wellness reimbursement program	51.72% 15	31.03% 9	13.79% 4	0.00% 0	0.00% 0	3.45% 1	100
commuter shuttle benefits	24.14% 7	13.79% 4	17.24% 5	3.45% 1	3.45% 1	37.93% 11	100
FMLA (Family Medical Leave Act)	10.34% 3	20.69% 6	17.24% 5	0.00% 0	0.00% 0	51.72% 15	100
holiday pay	24.14% 7	17.24% 5	24.14% 7	0.00% 0	10.34% 3	24.14% 7	100
amount of PTO	37.93% 11	41.38% 12	17.24% 5	3.45% 1	0.00% 0	0.00% 0	100
401(k)	34.48% 10	44.83% 13	10.34% 3	0.00% 0	0.00% 0	10.34% 3	100
paid life insurance	27.59% 8	41.38% 12	13.79% 4	3.45% 1	0.00% 0	13.79% 4	100
voluntary life insurance	14.29% 4	28.57% 8	17.86% 5	0.00% 0	0.00% 0	39.29% 11	100
long term disability (LTD)	13.79% 4	27.59% 8	24.14% 7	3.45% 1	0.00% 0	31.03% 9	100
paid bereavement	20.69% 6	41.38% 12	13.79% 4	0.00% 0	0.00% 0	24.14% 7	100
paid jury duty	20.69% 6	37.93% 11	13.79% 4	0.00% 0	0.00% 0	27.59% 8	100
paid military leave	6.90% 2	10.34% 3	13.79% 4	0.00% 0	0.00% 0	68.97% 20	100
direct deposit	44.83% 13	41.38% 12	10.34% 3	0.00% 0	0.00% 0	3.45% 1	100
EAP (employee assistance program)	27.59% 8	13.79% 4	24.14% 7	0.00% 0	0.00% 0	34.48% 10	100
training reimbursement	20.69% 6	31.03% 9	17.24% 5	3.45% 1	3.45% 1	24.14% 7	100
discounted spa membership	3.57% 1	3.57% 1	28.57% 8	3.57% 1	0.00% 0	60.71% 18	100
AFLAC	27.59% 8	34.48% 10	17.24% 5	0.00% 0	0.00% 0	20.69% 6	100

Q3: SEASONAL/ PART TIME BENEFITS: How satisfied are you with each of the benefits offered?

	very satisfied	satisfied	neither satisfied nor dissatisfied	dissatisfied	very dissatisfied	n/a	Total
health benefits	34.48%	55.17%	6.00%	6.00%	0.00%	3.45%	28
	10	15	2	0	0	1	
dental benefits	27.59%	58.62%	10.34%	0.00%	0.00%	3.45%	29
	8	17	3	0	0	1	
vision benefits	27.59%	44.83%	6.00%	3.45%	0.00%	17.24%	29
	8	13	2	1	0	5	
amount of EMPLOYEE premium (health, dental, vision) paid by the town	37.93%	41.38%	16.34%	3.45%	0.00%	6.90%	29
	11	12	3	1	0	2	
amount of DEPENDENT premium (health, dental, vision) paid by the town	24.14%	37.93%	6.00%	0.00%	0.00%	31.83%	29
	7	11	2	0	0	9	
flex spending accounts (FSA)	26.69%	16.34%	13.79%	0.00%	0.00%	55.17%	29
	6	5	4	0	0	16	
PERA (public employee's retirement association) in lieu of social security	37.93%	44.83%	16.34%	0.00%	0.00%	6.90%	29
	11	13	3	0	0	2	
wellness reimbursement program	51.72%	31.03%	13.79%	0.00%	0.00%	3.45%	29
	15	9	4	0	0	1	
commuter shuttle benefits	24.14%	13.79%	17.24%	3.45%	3.45%	37.93%	29
	7	4	5	1	1	11	
FMLA (Family Medical Leave Act)	16.34%	26.69%	17.24%	0.00%	0.00%	51.72%	29
	5	8	5	0	0	16	
holiday pay	24.14%	17.24%	24.14%	0.00%	16.34%	24.14%	29
	7	5	7	0	3	3	
amount of PTO	37.93%	41.38%	17.24%	3.45%	0.00%	0.00%	28
	11	12	5	1	0	0	
401(k)	34.48%	44.83%	10.34%	0.00%	0.00%	10.34%	29
	10	13	1	0	0	3	
paid life insurance	27.59%	41.38%	13.79%	3.45%	0.00%	13.79%	29
	8	12	4	1	0	4	
voluntary life insurance	14.29%	26.67%	17.86%	0.00%	0.00%	39.29%	29
	4	8	5	0	0	11	
long term disability (LTD)	13.79%	27.59%	24.14%	3.45%	0.00%	31.03%	29
	4	8	7	1	0	9	
paid bereavement	26.69%	41.38%	13.79%	0.00%	0.00%	24.14%	29
	6	12	4	0	0	9	
paid jury duty	26.69%	37.93%	13.79%	0.00%	0.00%	27.59%	28
	6	11	4	0	0	9	
paid military leave	6.90%	10.34%	13.79%	0.00%	0.00%	68.97%	29
	2	3	4	0	0	20	
direct deposit	44.83%	41.38%	10.34%	0.00%	0.00%	3.45%	28
	13	12	1	0	0	3	
EAP (employee assistance program)	27.59%	13.79%	24.14%	0.00%	0.00%	34.48%	29
	8	4	7	0	0	10	
training reimbursement	26.69%	31.03%	17.24%	3.45%	3.45%	24.14%	29
	6	4	5	1	1	3	
discounted spa membership	3.57%	3.57%	26.67%	3.57%	0.00%	60.71%	29
	1	1	8	1	0	17	
AFLAC	27.59%	34.48%	17.24%	0.00%	0.00%	26.69%	29
	8	10	5	0	0	8	

Q4: Compensation

	very satisfied	satisfied	neither satisfied nor dissatisfied	dissatisfied	very dissatisfied	n/a	Total
My pay is fair for the work that I perform	10.34% 3	51.72% 15	17.24% 5	17.24% 5	3.45% 1	0.00% 0	29
Overall I'm satisfied with the town's benefit package	20.69% 6	68.97% 20	3.45% 1	6.90% 2	0.00% 0	0.00% 0	29

Q5: My job

	very satisfied	satisfied	neither satisfied nor dissatisfied	dissatisfied	very dissatisfied	n/a	Total
I like the type of work that I do	31.03% 9	41.38% 12	24.14% 7	0.00% 0	3.45% 1	0.00% 0	29
I am given enough authority to make decisions that I need to make	31.03% 9	37.93% 11	13.79% 4	10.34% 3	6.90% 2	0.00% 0	29
I believe that my job is secure	13.79% 4	48.28% 14	34.48% 10	3.45% 1	0.00% 0	0.00% 0	29
Deadlines in my department are realistic	24.14% 7	44.83% 13	27.59% 8	0.00% 0	3.45% 1	0.00% 0	29
I feel part of a team working toward a shared goal	17.24% 5	41.38% 12	17.24% 5	10.34% 3	10.34% 3	3.45% 1	29
I am able to maintain a reasonable balance between my work and personal life	17.24% 5	44.83% 13	27.59% 8	10.34% 3	0.00% 0	0.00% 0	29
My job makes good use of my skills and abilities	17.24% 5	51.72% 15	20.69% 6	3.45% 1	6.90% 2	0.00% 0	29
I have a clear understanding of my job role	20.69% 6	48.28% 14	20.69% 6	3.45% 1	6.90% 2	0.00% 0	29
I understand the importance of my job to the success of my department and to Mountain Village	20.69% 6	44.83% 13	27.59% 8	3.45% 1	3.45% 1	0.00% 0	29

Q6: My work environment

	very satisfied	satisfied	neither satisfied nor dissatisfied	dissatisfied	very dissatisfied	n/a	Total
safety is a high priority in my department	35.71% 10	46.43% 13	14.29% 4	0.00% 0	3.57% 1	0.00% 0	38
customer service is a high priority in my department	42.86% 12	35.71% 10	10.71% 3	8.00% 2	10.71% 3	0.00% 0	38
protecting the environment is a high priority in my department	32.14% 9	39.29% 11	14.29% 4	7.14% 2	3.57% 1	3.57% 1	28
my physical working conditions are good	25.00% 8	42.86% 12	21.43% 6	10.71% 3	0.00% 0	0.00% 0	28
my general work area is adequately lit and clean	28.57% 9	53.57% 15	10.71% 3	0.00% 0	7.14% 2	0.00% 0	28
there is adequate noise control to allow me to focus on my work	21.43% 6	35.29% 11	32.14% 9	7.14% 2	0.00% 0	0.00% 0	28
i feel physically safe in my work environment	32.14% 9	32.14% 9	25.00% 7	3.57% 1	7.14% 2	0.00% 0	28
the town provides adequate facilities for recycling (glass, plastic, aluminium, paper, cardboard, compost) in my department	53.57% 15	39.29% 11	3.57% 1	3.57% 1	0.00% 0	0.00% 0	38
energy efficiency is a high priority in my department	35.29% 11	35.71% 10	17.86% 5	3.57% 1	3.57% 1	0.00% 0	38
my department always practices efficient use of natural resources (fuel, water, electricity, natural gas, heat)	35.71% 10	35.71% 10	25.00% 7	0.00% 0	3.57% 1	0.00% 0	38
i am willing to recycle waste and conserve energy in the workplace to help the town reach its Zero Waste and Energy Efficiency goals	46.43% 13	32.86% 12	10.71% 3	0.00% 0	0.00% 0	0.00% 0	38

Q7: My relationship with my immediate supervisor

	very satisfied	satisfied	neither satisfied nor dissatisfied	dissatisfied	very dissatisfied	n/a	Total
my supervisor treats me fairly and with respect	50.00% 14	25.00% 7	10.71% 3	7.14% 2	7.14% 2	0.00% 0	28
my supervisor handles my work related issues satisfactorily	50.00% 14	21.43% 6	10.71% 3	14.29% 4	3.57% 1	0.00% 0	28
my supervisor handles my personal issues satisfactorily	46.43% 13	32.14% 9	17.86% 5	3.57% 1	0.00% 0	0.00% 0	28
my supervisor acknowledges me when I do my work well	39.29% 11	28.57% 8	21.43% 6	7.14% 2	3.57% 1	0.00% 0	28
my supervisor tells me when my work needs improvement	35.71% 10	39.29% 11	21.43% 6	3.57% 1	0.00% 0	0.00% 0	28
my supervisor is open to hearing my opinion or feedback	42.86% 12	21.43% 6	25.00% 7	7.14% 2	3.57% 1	0.00% 0	28
my supervisor helps me develop to my fullest potential	42.86% 12	21.43% 6	28.57% 8	3.57% 1	3.57% 1	0.00% 0	28
I can trust what my supervisor tells me	50.00% 14	25.00% 7	10.71% 3	7.14% 2	7.14% 2	0.00% 0	28
my peers treat me fairly and with respect	42.86% 12	28.57% 8	21.43% 6	3.57% 1	3.57% 1	0.00% 0	28

Q8: Training & Development

	very satisfied	satisfied	neither satisfied nor dissatisfied	dissatisfied	very dissatisfied	n/a	Total
the town provide as much initial training as I needed to provide high quality service	20.69% 8	58.62% 17	6.90% 2	6.90% 2	3.45% 1	3.45% 1	29
the town provided as much on-going training as I need to provide high quality service	20.69% 6	58.62% 17	6.90% 2	10.34% 3	3.45% 1	0.00% 0	29
the town provides enough information, equipment, and resources I need to do my job well	24.14% 7	55.17% 16	13.79% 4	3.45% 1	3.45% 1	0.00% 0	29
the town clearly tells me what is expected for advancement	6.90% 2	37.93% 11	37.93% 11	0.00% 0	13.79% 4	3.45% 1	29
I trust what the town tells me it takes to advance my career	10.34% 3	24.14% 7	44.83% 13	0.00% 0	13.79% 4	6.90% 2	29
the town has provided training or experiences to help me explore other opportunities within the town	3.45% 1	27.59% 8	41.38% 12	3.45% 1	13.79% 4	10.34% 3	29
there is room for me to advance at this organization	6.90% 2	34.48% 10	24.14% 7	6.90% 2	17.24% 5	10.34% 3	29
I trust that if I do good work, the town will consider me for a promotion of available	10.34% 3	27.59% 8	27.59% 8	10.34% 3	17.24% 5	6.90% 2	29

Q9: Town leadership & planning

	very satisfied	satisfied	neither satisfied nor dissatisfied	dissatisfied	very dissatisfied	n/a	Total
I understand the long range vision of the town	14.29% 4	32.14% 9	39.29% 11	14.29% 4	0.00% 0	0.00% 0	28
I have confidence in the leadership of the town	28.57% 8	39.29% 11	17.86% 5	10.71% 3	3.57% 1	0.00% 0	28
the leaders of the town care about their employee's well-being	32.14% 9	28.57% 8	21.43% 6	14.29% 4	3.57% 1	0.00% 0	28
there is adequate planning of the departmental objectives	25.00% 7	39.29% 11	17.86% 5	10.71% 3	7.14% 2	0.00% 0	28
the leaders of the town are open to input from employees	25.00% 7	25.00% 7	32.14% 9	14.29% 4	3.57% 1	0.00% 0	28
the town's communications are frequent enough	17.86% 5	39.29% 11	25.00% 7	14.29% 4	3.57% 1	0.00% 0	28
the town's communications are detailed enough	14.29% 4	46.43% 13	17.86% 5	21.43% 6	0.00% 0	0.00% 0	28
I have a good understanding of how the town is doing financially	10.71% 3	21.43% 6	35.71% 10	25.00% 7	7.14% 2	0.00% 0	28
I can trust what the town tells me	21.43% 6	32.14% 9	28.57% 8	7.14% 2	10.71% 3	0.00% 0	28
the town treats me like a person, not a number	32.14% 9	35.71% 10	14.29% 4	10.71% 3	7.14% 2	0.00% 0	28
the town gives me enough recognition for work that is well done	28.57% 8	35.71% 10	10.71% 3	17.86% 5	7.14% 2	0.00% 0	28
staffing levels are adequate to provide quality services	10.71% 3	28.57% 8	28.57% 8	28.57% 8	3.57% 1	0.00% 0	28
I believe there is a spirit of cooperation with the town	17.86% 5	39.29% 11	17.86% 5	21.43% 6	3.57% 1	0.00% 0	28
employees are treated fairly here regardless of race, gender, age, religion, sexual orientation	25.00% 7	53.57% 15	7.14% 2	7.14% 2	7.14% 2	0.00% 0	28
changes that affect me are communicated prior to implementation	10.71% 3	35.71% 10	32.14% 9	17.86% 5	3.57% 1	0.00% 0	28

Q10: employment

	very satisfied	satisfied	neither satisfied nor dissatisfied	dissatisfied	very dissatisfied	n/a	Total
I am willing to give extra effort to help the town succeed	46.43% 13	35.71% 10	14.29% 4	0.00% 0	3.57% 1	0.00% 0	28
I plan to continue my career with the town for at least 2 more years	42.86% 12	25.00% 7	28.57% 8	0.00% 0	3.57% 1	0.00% 0	28
I am interested in advancement with the town if an opportunity becomes available	46.43% 13	28.57% 8	17.86% 5	0.00% 0	3.57% 1	3.57% 1	28
I would recommend employment with the town to a friend	46.43% 13	25.00% 7	21.43% 6	3.57% 1	3.57% 1	0.00% 0	28

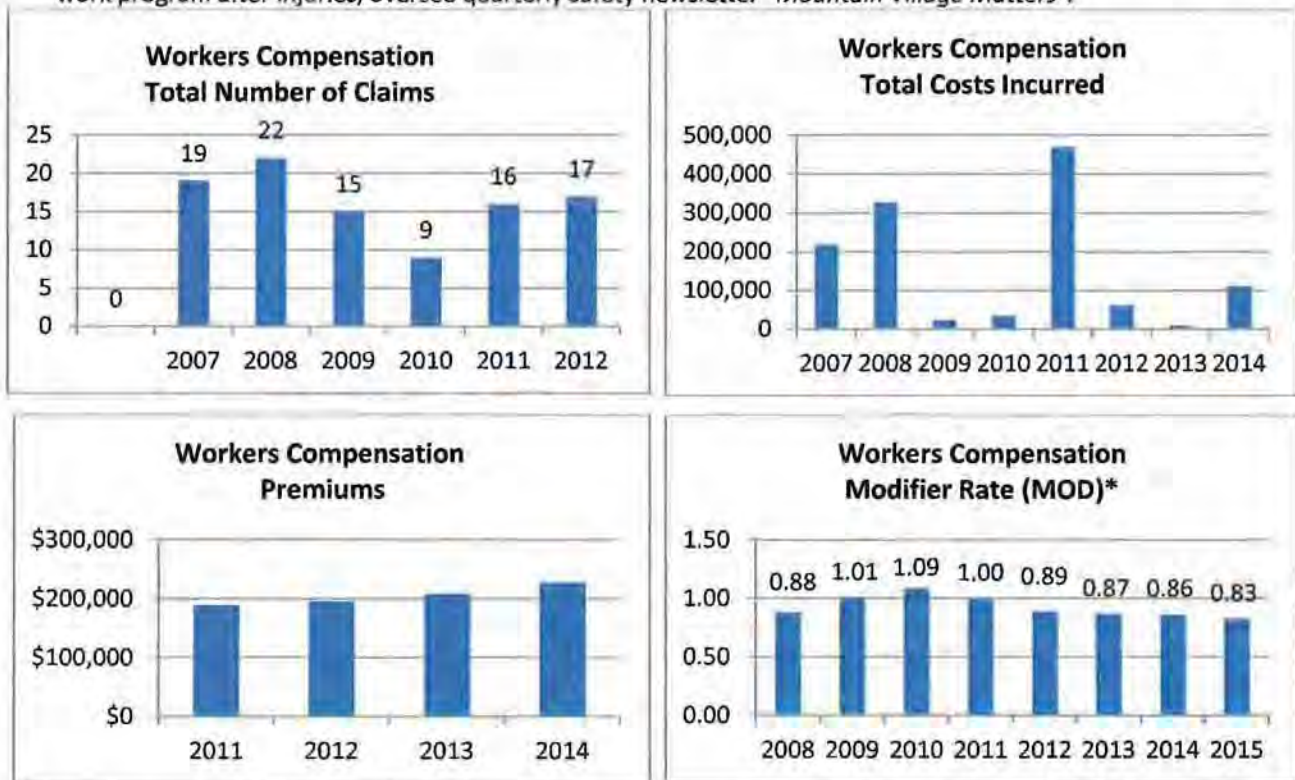
Q11: Safety Culture

	very satisfied	satisfied	neither satisfied nor dissatisfied	dissatisfied	very dissatisfied	Total
I get the safety training I need before I perform a task	17.79% 8	82.07% 38	24.14% 7	0.96% 0	0.69% 0	35
I believe safety suggestions are taken seriously and followed up on	20.69% 5	51.72% 15	20.69% 6	3.45% 1	3.45% 1	19
I know the rules and procedures for safe work in my job	28.89% 6	58.62% 17	17.24% 5	3.45% 1	0.88% 0	23
I am provided with the PPE (hard hats, safety glasses, etc.) that I need	31.03% 7	31.03% 9	24.14% 7	2.45% 0	10.34% 3	23
I, or my co-workers, have taken short cuts or disregarded safe work procedures	17.24% 5	41.38% 12	31.82% 9	6.90% 2	3.45% 1	39
I am empowered to correct safety procedures on my own	34.48% 10	41.38% 12	17.24% 5	3.45% 1	3.45% 1	39
I am cautioned by my co-workers when observed working unsafely	17.24% 5	44.83% 13	27.59% 8	6.90% 2	10.34% 3	39
My supervisor feels that most accidents are preventable	24.14% 7	41.38% 12	27.59% 8	3.45% 1	3.45% 1	39
My supervisor never directs an employee to perform a job that he/she thinks is unsafe	27.59% 8	41.38% 12	17.24% 5	10.34% 3	3.45% 1	39
Hazards are identified during inspections in my department corrected	20.69% 5	44.83% 13	31.82% 9	0.88% 0	3.45% 1	39
Deadlines never override my supervisor's concern and attention to safety	24.14% 7	34.88% 10	31.82% 9	2.45% 0	6.89% 2	39
Deadlines never override my supervisor's concern and attention to safety	25.00% 7	35.71% 10	28.57% 8	3.57% 1	7.14% 2	39
My supervisor verbally acknowledges employees when they perform their jobs safely	24.14% 7	24.14% 7	34.88% 10	6.90% 2	10.34% 3	39
Our accident investigation process does not seek to place blame on an individual	14.29% 4	42.86% 12	21.43% 6	10.71% 3	10.71% 3	39
Management wants to be informed of serious accidents	31.82% 9	37.53% 11	28.59% 8	3.45% 1	6.90% 2	39
Management is concerned in their business of those violating safety rules and procedures	20.69% 5	37.53% 11	24.14% 7	10.34% 3	6.90% 2	39
Managers and supervisors consistently follow established safety rules and procedures	25.00% 7	42.86% 12	14.29% 4	10.71% 3	7.14% 2	39
Management supports safety program efforts with funding and other resources	20.69% 5	51.72% 15	17.24% 5	6.90% 2	6.90% 2	39
Management regularly participates in safety program activities	17.24% 5	44.83% 13	24.14% 7	3.45% 1	10.34% 3	39
Management's view on the importance of safety is frequently stressed to employees	17.24% 5	44.24% 13	17.79% 5	10.34% 3	10.34% 3	39

Comments:

- I believe that employees that live in town should be able to ride the gondola to and from work everyday. I do not believe it is right that employees that live in town should have to drive to work and waste fuel when there is free public transportation.
- PTO - Vacation AND Sick leave accrual cap is too low for new hire employees - a minor injury will negate all PTO - didnt know anything about a discounted spa membership
- In regard to commuter shuttle benefits. I think it would be awesome if the town figured a way to allow employees to ride the gondola earlier than the 7 AM current time. This would allow employees that reside in Telluride to avoid driving to work. If the gondola would allow employees to get on at 6:30 AM this would allow enough time for employees to make their 7 AM shift.
- Was never told about "discounted spa membership". Please email me more info.
- need to complete a comprehensive survey of other like resort towns pay & benefit packages
- Year round employees should get free ski pass, XXXXXX only works 2 days a week and she got a free season pass
- We do not have a place to compost
- Do not feel safe on road with village drivers
- we are not all treated fairly, sups have there favs . Sups should not date employees they supervize on the "G"
- if u r not friends or dating someone in managment u do not advance
- Job-specific training is very lacking
- i feel as if the town should base pay more on experience rather than time with the town. i dont think that someone who has been employed here longer than someone with more knowledge related to their department should make more money.
- "G" needs more than 6 people on the day shift, stop getting rid of the good employes
- Highly enjoy working for the town.
- safety seems secondary to job accomplishment

8. **Safety.** Oversee the Safety Committee & monthly meetings, safety reporting, loss control and safety programs to minimize injuries and the loss of property; process workers compensation claims within 48 hours; promote safety incentives for a safety free workplace (to include 1-year accident free awards, team safety bucks, & lottery tickets); utilize the return-to-work program after injuries, oversee quarterly safety newsletter "Mountain Village Matters".



*MOD is the adjustment of your annual premium based on loss experience, typically the past three years. The lower the number the better!

9. **Salary & Benefits Administration.** Provide attractive compensation and benefits package to retain high-performing, well-qualified employees; assist employees in the utilization of benefit programs; annual review of compensation and benefits and look to reduce benefit expenses; continue to develop the wellness reimbursement plan; coordinate employee functions and appreciation incentives.

Compensation

- Seasonal wages were increased, effective 1/1/2015, to \$14/hr. + \$1/hr. end of season bonus and include a season ski pass (employees working >20 hrs./week)
- Returning seasonal employees (consecutive seasons) will be eligible for a merit increase as budgeted, same as full time, year round employees (if 2% merit increase is budgeted: 1st season= \$14/hr.; 2nd season = \$14.14; 3rd season = \$14.28
 - Requirements include 20 hrs./week minimum; minimum 500 hours in previous season; evaluation score of 3.0 or better; must complete previous season
- Employee wellness (full time, year round employees) has been increased to \$795 (the cost of an employee season pass)
- Compensation study is being conducted internally utilizing current job descriptions
 - Positions are being compared to other employers with similar positions, primarily Aspen, Avon, Breckenridge, Crested Butte, Steamboat Springs, Telluride and Vail.
 - Utilizing data from existing surveys including Mountain States Employers Council (MSEC), CML Compensation Surveys, and other available surveys
 - Anticipate all 2015 data will be available by the end of June

Average Pay Increases			
	2013	2014	2015
Denver/ Boulder	2.7%	2.8%	3.0%
Western Slope	2.5%	2.8%	3.0%
Resort	2.6%	3.1%	3.2%
TMV	0%	3.0%	2.0%

Average Pay Structure Increases			
	2013	2014	2015
Denver/ Boulder	1.2%	1.3%	1.5%
Western Slope	1.2%	1.6%	1.4%
Resort	0.8%	1.2%	1.8%
TMV	0	0	0

10. Training & staff development

Employee Development Opportunities:

Employee orientation- May 7-8, 2014 & November 11-12, 2014

PERA Benefit Information Meeting – November 12, 2014

Guest Service Training – July 8-9 by Sue Hansen, including participants from TSG, Hotel Madeline, & Mountain Lodge.

Lunch & Learn Webinars (Outlook, Word, Building Memory Skills, Project Mgmt., Excel...)

Recognition:

Great service awards awarded monthly

Annual Employee appreciation picnic - July

Performance Reviews:

Annual performance reviews for all full time, year round employees in December.

End of season performance reviews for all seasonal employees conducted in March and October.

Memo

12 a 2

To: Mayor Jansen and Town Council
From: Sue Kunz, Director Human Resources
Date: February 12, 2015
Re: Consideration of Approval for the Drug and Alcohol Policies

The town has two drug and alcohol policies. Due to the grant funding received for operation of the gondola and some vehicles, some of the town employees are required to comply with the DOT regulations (safety sensitive employees). All other employees are required to comply with the Drug Free Workplace Act (non-safety sensitive employees). The quick answer is that safety sensitive employees are subject to random drug testing; non-safety sensitive employees are not.

Drug & Alcohol Policy- Non-Safety Sensitive Employees

The changes below have been made to maintain consistency between the two policies.

1. Page 2- Removed the 'second chance' opportunity in order to be consistent with the safety sensitive policy. Employees that seek treatment are eligible to reapply for employment with the town; however, we do not hold their positions open during that time.
2. Page 6- Follow up testing language has been removed from the policy. Since we don't offer a second chance, there is no follow up testing.
3. Page 6- Clarification only to be consistent with the employee handbook. Alcohol can only be allowed at town functions with town manager approval.
4. Page 7- Information has been updated to include the contact information for the new Medical Review Officer (MRO).

Drug & Alcohol Policy- Safety Sensitive Employees

5. Page 14-Information has been updated to include the contact information for the new Medical Review Officer (MRO)



DRUG & ALCOHOL POLICY – NON-SAFETY SENSITIVE EMPLOYEES

PURPOSE

The Town of Mountain Village ("the Town") is committed to both the community and its employees to provide a safe and healthy workplace that is free from the risks posed by the use or abuse of drugs and alcohol. The purpose of this policy is to initiate and maintain a program for achieving a drug-free work force and to provide a workplace that is free from the abuse of alcohol and the illegal manufacture, distribution, possession, sale and use of illegal drugs.

The Town values its employees and recognizes their need for a safe and healthy work place. The use of drugs and the abuse of alcohol can have a negative impact on the ability of a person to perform specific functions and to be productive in a job. The position of the Town is to maintain a safe, productive working environment, and the purpose of this policy is to assert the position that a safe and drug free working environment benefits everyone.

SCOPE

This document describes the current policy of the Town and will be interpreted, administered and amended by the Town within its sole discretion. The Designated Employer Representative (DER) to answer your questions in regard to the materials in the drug and alcohol policy is the Director of Human Resources. The Town is an employer at will and does not wish to give up any of those rights by adopting this policy. Therefore this policy is in no way a binding contractual agreement on the conditions of employment and should not be construed as such.

APPLICABILITY

This policy covers current applicants (including rehires) and current employees (including temporary employees) not covered by the testing requirements of the Federal Transit Administration (FTA) of the U.S. Department of Transportation (DOT), 49 CFR Parts 40 and 655. This policy applies during all working hours, whenever conducting business or representing the organization while on call, paid standby.

For employees in safety sensitive positions, the Town will comply with testing requirements with the Federal Transit Administration (FTA) of the U.S. Department of Transportation (DOT), 49 CFR Parts 40 and 655. (See **Drug & Alcohol Policy – Safety Sensitive Employees**)

POLICY

The manufacture, distribution, possession, sale or use of illegal drugs by the Town employees, during working hours or non-working hours and on or off the Town's property is prohibited. While the possession and consumption of alcohol is legal, the Town will not allow employees to possess or consume alcohol where it is prohibited by law or on Town property, except for approved employee events.



DRUG FREE EDUCATION PROGRAM

To begin this drug-free workplace program and to assist employees in understanding and avoiding illegal drug use and controlled substance abuse, the Town will provide a drug-free awareness program which consists of the following:

1. *Employee education*
2. *Reasonable Suspicion Training:* Supervisors will be trained in drug and alcohol abuse recognition. Through this policy, the Town establishes procedures for handling and assisting employees who are subject to the effects of illegal drug use, controlled substance abuse or alcohol abuse.
3. *Employee Assistance Program (EAP):* The availability of treatment and counseling for employees who voluntarily seek assistance.
4. *The consequences for violations of this policy.*

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Early recognition and treatment of illegal drug use or controlled substance abuse or alcohol abuse is important for successful rehabilitation, return to productive work, and reduced personal, family, and social disruption. The Town encourages the earliest possible diagnosis and treatment for illegal drug use or controlled substance abuse or alcohol abuse. The Town supports sound treatment efforts. Whenever feasible, and subject to the limitations set out in this policy, the Town will support an employee in overcoming illegal drug use or controlled substance or alcohol abuse. However, the decision to seek diagnosis and accept treatment for illegal drug use or controlled substance or alcohol abuse is primarily the individual employee's responsibility.

Self-Referral. The Town recognizes that there may be times when employees need help with substance abuse and other family matters. Therefore, the Town offers an Employee Assistance Program (EAP) which provides free counseling visits. Employees who are experiencing problems with drugs or alcohol may request confidential assistance from the EAP without having to consult their supervisor. An employee may seek assistance directly:

Triad, EAP	877.679.1100	970.242.9536	www.triadeap.com
Horizon Health, EAP	888.293.6948		www.horizoneap.com login: standard password: eap4u

Use of the EAP must be on the employee's own time and is not designed to be a substitute for good job performance or an excuse for not completing work duties and responsibilities. Those employees initiating a request for assistance from the EAP prior to receiving a positive drug or alcohol test or any disciplinary action for violating the Town policies will not be disciplined or retaliated against for participating in any counseling or rehabilitation program.

~~Town Referral. Employees who test positive for illegal drug use or controlled substance abuse and who are referred, at the Town's request, for counseling or treatment will be limited to one opportunity for counseling or treatment to cease the use of illegal drugs.~~

A positive test for the use of illegal drugs will result in immediate termination. ~~Employees terminated for this reason will be ineligible for rehire.~~



Employees who are referred for any other reason, at the Town's request, for counseling or treatment will be limited to one opportunity for counseling or treatment to cease the use of illegal drugs. Any positive test for the use of illegal drugs following treatment and counseling will result in immediate termination. Employees terminated for this reason will be ineligible for rehire unless they can demonstrate successful rehabilitation.

DEFINITIONS

Breath Alcohol Concentration (BAC) means the amount of alcohol in a breath sample in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test (EBT).

Confirmation test is a second test performed to confirm the results of the initial screening test. For controlled substances, this shall be a GC/MS test. For alcohol testing this test shall be performed on an EBT device and shall be conducted between 15 and 30 minutes after the initial screening test.

Controlled substance abuse includes prescribed drugs not being used for prescribed purposes or in a prescribed manner.

Designated Employee Representative (DER) An employee authorized by the employer to take immediate action(s) to remove employees from safety sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes; the DER also receives test results and other communications for the employer, consistent with the requirements of this part.

EBT is an evidential breath testing device that measures breath alcohol concentration (BAC).

GC/MS is gas chromatography/mass spectrometry and the technology used to test for the presence of illegal drugs and/or controlled substances.

Illegal drugs means drugs and controlled substances, the possession or use of which is unlawful, pursuant to the laws of any country or Federal, State, or local laws or regulations in the United States. Drugs and controlled substances that are not legally obtainable, or that are legally obtainable but have not been legally obtained, are considered to be illegal drugs. Examples include street drugs such as cocaine, heroin, marijuana and phencyclidine and controlled substances such as amphetamine, methamphetamine and barbiturates.

Medical Review Officer (MRO) is a certified licensed physician who is responsible for receiving all laboratory reports and reviewing those results to determine the validity of a positive test.

Positive alcohol test is a result of 0.04 BAC or greater that has been confirmed with an EBT.

Positive drug test is a result of a GC/MS test showing concentrations at or above the following levels for the named drugs:

G:/Users/HR/Policies/Drug Free Workplace



Drug Name- Metabolite	Screening Cut-off	Confirmation Cut-off level
Marijuana- Delta 9 THC	50 ng/ml	15 ng/ml
Cocaine Benzoyllecgonine	150 ng/ml	100 ng/ml
MDMA	2000 ng/ml	2000 ng/ml
MDA	25 ng/ml	25 ng/ml
MDEA	500 ng/ml	250 ng/ml

Substance Abuse Professional (SAP) is a licensed physician or licensed or certified psychologist, social worker, employee assistance professional or an addictions counselor with a minimum of a CAC II certification (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis of drug and alcohol related disorders.

PROHIBITED BEHAVIOR

The Town’s policy prohibits the following:

1. Use, possession, manufacture, distribution or sale of illegal drugs on Town premises, or in Town supplied vehicles during working hours or non-working hours.
2. Controlled substance abuse on Town premises or during working hours.
3. Storing any illegal drug in a locker, desk, automobile, or other repository on Town premises.
4. Being under the influence of an illegal drug or engaging in controlled substance abuse on Town premises or while engaged in Town business or in Town supplied vehicles, or during working hours.
5. Testing positive for illegal drugs or controlled substances or alcohol.
6. Use, possession, sale or distribution of alcohol or being under the influence of alcohol on Town premises, or in Town-supplied vehicles, during working hours.
7. Refusing to consent to testing or refusing to submit a urine sample for testing when requested by the Town.
8. Failing, when requested by the Town, to enroll in any alcohol or other drug treatment or counseling program and failing to adhere to the requirements of the program.
9. Being convicted under any criminal drug statute for a violation occurring in the workplace or outside the workplace.
10. Failing to notify the Town of any conviction under any criminal drug statute immediately or no later than five days of the event.
11. Failing to notify the Town after pleading guilty, no contest, or being convicted of any criminal drug statute that occurred in the workplace.
12. Failing to comply with rules and regulations governing any testing program maintained by the Town.

NOTIFICATION OF CONVICTIONS

Any employee who pleads guilty or no contest or is convicted of a criminal drug violation in the workplace must notify the organization in writing within five calendar days of the conviction.

PRESCRIPTION MEDICINE

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. The employee shall, when drugs are prescribed by a medical professional, inquire of the medical professional whether the drug prescribed has any side effects which may impair the employee’s ability to safely perform the employee’s job duties. If the answer from the medical professional is yes, the employee shall obtain a statement from the medical



professional indicating any work restrictions and their duration. The employee shall present that statement to his or her supervisor prior to going on duty. It is the employee's responsibility to inform the physician the nature of the employee's job duties.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

TESTING

The Town hereby establishes a testing program for illegal drugs and controlled substances for all employees and will, in its sole discretion, determine and may at any time change the requirements, extent and frequency of employee testing. The testing program will use a laboratory drug test for Marijuana, Cocaine, Opiates, Amphetamines and Phencyclidines (PCP).

Applicants and employees subject to testing must, prior to testing, sign an approved form agreeing to the testing. All drug test result records are confidential and precautions will be taken to ensure that only authorized personnel will have access to those documents. The Town's management, authorized agents or representatives may use information on drug test results in connection with Mountain Village business and for purposes of employment and disciplinary actions. Otherwise the Town will not divulge any information unless authorized in writing to do so by the tested individual. The Town will afford affected applicants and employees subject to testing the opportunity, prior to testing, to list all prescription and non-prescription drugs and controlled substances they have used and to explain the circumstances surrounding the use of such drugs and controlled substances. Failure of any employee to adequately establish a legal basis for the use of any drug or controlled substance with respect to which the employee tests positive shall constitute a violation of this policy.

In the event of a positive result, if the MRO offers the employee the opportunity to have the split sample sent to another certified laboratory for analysis, the test must be conducted on the split sample that was provided by the employee at the same time of the original sample. Payment for testing of the split specimen is the responsibility of the employee, unless the result of the split sample test invalidates the result of the original test. In the event the confirmation test is ruled negative, the Town would reimburse the employee for the cost of the confirmation test.

Pre-employment Testing

Candidates for a position with the Town will undergo a test for the presence of drugs prior to being hired. The Town will not hire an applicant who tests positive for drugs.

Reasonable Suspicion Testing

Any employee suspected of the use of drugs or alcohol while on the job will be required to take a reasonable suspicion drug and/or alcohol test. Reasonable suspicion testing is performed when one or more trained supervisors can articulate and substantiate physical indicators (appearance, speech, or body odors), behavioral indicators and performance indicators of probable drug or alcohol use.

Whenever the Town has reasonable suspicion that an employee's performance is impaired because of alcohol use, the Town may require the employee to submit to a breath alcohol test. If the breath alcohol confirmation test result is 0.04 BAC or greater, the test will be considered positive, and the Town may take action as stated under *Consequences for Violation* in this policy.



Whenever the Town has reasonable suspicion that an employee has used illegal drugs or engaged in controlled substance abuse, whether during working hours or non-working hours, on or off premises, the Town may require the employee to submit a urine sample for testing. If the laboratory tests results are positive, this test result will be forwarded to a Medical Review Officer. The Medical Review Officer will make the final determination of the result after contacting the donor/ employee.

Post Accident Testing

In the event that an employee is involved in an accident that occurs on the job, the employee must contact his or her supervisor immediately, and the supervisor will determine if a post-accident drug and alcohol test should be conducted. The Town may require the employee to submit a urine sample for testing. If the test results are positive, the test result will be forwarded to a Medical Review Officer. The Medical Review Officer will make the final determination of the result after contacting the donor/employee.

Follow-Up Testing

~~Following a verified positive drug or alcohol test (0.04 or greater), the employee may be subject to unannounced testing for at least twelve (12) months, but not more than sixty (60) months with a minimum of six (6) tests being done during the first twelve (12) months. The SAP will determine the frequency and duration of the follow-up testing, the DER can set the schedule.~~

The Town will establish and maintain any and all additional testing programs and requirements that may be necessary or appropriate to comply with applicable rules and regulations of all government agencies.

CONSEQUENCES FOR VIOLATION OF THE DRUG FREE WORKPLACE POLICY

Violation of this policy may result in disciplinary action, up to and including termination, at the Town's sole discretion. In addition to any disciplinary action, the Town may, in its sole discretion, refer the employee to a treatment or counseling program for illegal drug use or controlled substance or alcohol abuse. Employees referred to such a program by the Town must bear the cost of any treatment, counseling and/or follow up testing, beyond the free counseling sessions offered by the Town through the EAP or group health insurance. The employee must immediately cease any illegal drug use or controlled substance or alcohol abuse, must consent to periodic unannounced testing for a period of at least twelve (12) months but not more than sixty (60) months, and must comply with all other conditions of the treatment or counseling program and disciplinary action. Town management may determine whether an employee referred for illegal drug use or controlled substance or alcohol abuse treatment or counseling should be reassigned to another position.

The Town will terminate any employee who tests positive for illegal drugs or controlled substances in a follow-up test while undergoing or after completion of treatment or counseling.

TOWN PARTIES AND ACTIVITIES

As a measure of the Town's responsibility to promote safety, standards have been established for Mountain Village sponsored parties and activities. Alcohol is allowed on Town premises for Town sponsored parties and activities with Town Manager approval. A supervisor should be present at all times to monitor party guidelines and participants' behavior. Employees, scheduled to work during or immediately following attendance at a party, must refrain from the use of alcohol during the party. Employees attending the party, who are not scheduled to work immediately following the party, must exhibit good judgment in their alcohol consumption to ensure their capability of safe travel home.



System Contacts

Any questions regarding this policy or any other aspect of the drug free and alcohol free transit program should contact the following transit system representative:

Designated Employer Representative/Program Manager:

Name: Sue Kunz
Title: Director of Human Resources
Address: 455 Mountain Village Blvd., Suite A, Mountain Village, CO 81435
Telephone Number: 970-369-6412

SAMHSA Certified Laboratory

Name: SED Medical Laboratories
Address: 500 Walter Northeast, suite 500, Albuquerque, NM 87102

Medical Review Officer:

Name: MRO Services, Inc., ~~J.R. Baber, M.D., J.D., Dr's Staggs & Peretti~~
Address: ~~425 W. Broadway, Ste. B, N. Little Rock, AR 72114~~
Telephone Number: ~~501-954-9533 855-885-9162~~
Fax Number: ~~501-954-2624 501-376-0560~~

Substance Abuse Professionals

Agency: TRIAD Employee Assistance Program
Address: 2501 Blichman Ave., Suite 120, Grand Junction, CO 81505
Telephone Number: (970) 242-9536; 1-877-679-1100



PROOF OF POLICY ADOPTION BY GOVERNING BOARD OR HIGHEST AUTHORITY

The aforementioned Drug Free Workplace Policy- (non safety sensitive employees) was reviewed and approved by the Town Council of the Town of Mountain Village at a public meeting held ~~February 17, 2011~~ February 20, 2015

Town of Mountain Village

By: _____
Mayor ~~Bob Delves~~ Dan Jansen



**RECEIPT & ACKNOWLEDGEMENT
DRUG FREE WORKPLACE POLICY**

I have received a copy of the Town of Mountain Village Drug Free Workplace Policy dated ~~April 1, 2011~~ February 19, 2015 and understand that, in order to continue my employment with the Town, I must abide by the terms of this policy. I agree to notify the Town of any drug or alcohol violation occurring in the workplace.

Employee Name (please print)

Employee Signature

Date



DRUG & ALCOHOL POLICY - SAFETY SENSITIVE EMPLOYEES

Introduction

The Town of Mountain Village ("the Town") is dedicated to providing friendly, safe, dependable and economical transportation services to our transit system passengers. The Town is concerned about the effects of the use of illegal drugs, controlled substances and abuse of alcohol upon the health and safety of its employees and passengers. To address these concerns, it is our policy to ensure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner; to create a workplace environment free from the adverse drug effects of drug abuse and alcohol misuse; to prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances; and to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform assigned duties.

Purpose

The purpose of this policy is to assure worker's fitness for duty and to protect employees, passengers and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transit industry. The Federal Transit Administration (FTA) of the U.S. Department of Transportation (DOT) has enacted 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety sensitive positions and prevents performance of safety sensitive functions when there is a positive test result or a refusal to test. The U.S. DOT has enacted CFR 49 Part 40, as amended, that sets standards for the collection, testing and reporting of urine and breath specimens. Part 40 also mandates specific protocols used by the Medical Review Officer (MRO), Substance Abuse Professional (SAP), Collector, Breath Alcohol Technician (BAT) and Third Party Administrator/Consortium (TPA). The sections of this policy that reflect Parts 655 and 40 will be indicated by the use of **Bold Typeface**. In addition, the Federal Government has enacted 49 CFR part 29, "The Drug Free Workplace" policies and the reporting of certain drug related offenses to the FTA. This policy incorporates those requirements for safety sensitive employees as well as stating the Town's policy on the use of alcohol and drugs. (as indicated by the use of an asterisk throughout the content of the policy{*}). A copy of these procedures may be obtained from Human Resources.

Applicability

This policy applies to all transit system employees; paid part-time employees; contract employees and contractors when performing any transit-related safety-sensitive duties *or when they are on transit property.

All provisions set forth in bold face print are included consistent with requirements specifically set forth in 49 CFR Part 655, or Part 40, as amended. Provisions set forth in the Drug Free Workplace Act (49 CFR Part 29) are delineated in Italics. All other provisions are set forth under the authority of the town as indicated by the use of an asterisk {*}.



This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. *Visitors, vendors, and contract employees are governed by this policy while on transit premises and will not be permitted to conduct transit business if found to be in violation of this policy.

A safety-sensitive function is any duty related to the safe operation of mass transit service including the operation of a mass transit vehicle (whether or not the vehicle is in service), controlling the dispatch or movement and maintenance of a mass transit vehicle or equipment used in mass transit service (maintenance functions include the repair, overhaul and rebuilding of engines, vehicles and/or equipment used in mass transit service), security personnel who carry firearms, and any other employee or volunteer who perform duties requiring a CDL and/or performs a safety-sensitive function and receives remuneration in excess of their actual expenses. Supervisors performing any of the above described functions are considered to be safety-sensitive employees.

Participation in the Substance Abuse Program as stated in this policy is a condition of employment.

All positions were reviewed for safety-sensitive duties to determine the safety-sensitive positions. Additionally, any new positions created in the future will be reviewed for safety-sensitive duties. A full listing of such employee positions is located on Attachment A of this policy.

The FTA anti-drug rule preempts any state or local law, rule, regulation, or order to the extent that: (a) compliance with both the state or local requirement and any requirement in this part is not possible, or (b) compliance with the state or local requirement is an obstacle to the accomplishment and execution of any requirement in this part. **Requirements exceeding those established for compliance with FTA regulations will be noted in this policy with the use of an *asterisk as being based upon the authority of the Town.**

Prohibited Substances

Prohibited substances addressed by this policy include the following:

Illegally Used Controlled Substance or Drugs

Any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15. This includes, but is not limited to: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drugs not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

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Safety sensitive employees will be tested for marijuana, cocaine, amphetamines, opiates, and phencyclidine. Use of any products that may result in a positive drug test (hemp oil for example) is prohibited by the Federal Guidelines.

Legal Drugs

*The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. The employee shall, when drugs are prescribed by a medical professional, inquire of the medical professional whether the drug prescribed has any side effects which may impair the employee’s ability to safely perform the employee’s job duties. If the answer from the medical professional is yes, the employee shall obtain a statement from the medical professional indicating any work restrictions and their duration. The employee shall present that statement to his or her supervisor prior to going on duty. It is the employee’s responsibility to inform the physician the nature of the employee’s job duties.

A legally prescribed drug means that an individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient’s name, the name of the substance, quantity/amount to be taken and the period of authorization. The misuse of legal drugs while performing transit business is prohibited.

Alcohol

The use of beverages containing alcohol or substances including any medication, mouthwash, food, candy, or any other substance, which causes alcohol to be present in the body while performing transit business or while on call to perform a safety-sensitive duty, is prohibited.

Prohibited Conduct

Manufacture, Trafficking, Ingestion, and Use

Any employee engaging in the manufacture, distribution, dispensing, possession or use of prohibited substances on Town premises, in public transit vehicles, in uniform or while on business related to a public transportation system operated under a contract with the Town will be subject to disciplinary action up to and including termination. Ingestion of stated drugs is prohibited at all times. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

Intoxication/Under the Influence

*Any safety sensitive employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition. **Employees found to be under the influence of prohibited substances or who fail to pass a drug or alcohol test shall be removed from duty. In addition to being removed from duty, such employees will receive educational and rehabilitative information and a referral to a Substance Abuse Professional (SAP).**

A drug or alcohol test is considered positive if the individual is found to have a quantifiable

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presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

Alcohol Use

No safety sensitive employee should report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her blood alcohol concentration is 0.04 or greater. Although Part 655 permits alcohol testing just before, during and just following the performance of a safety-sensitive duty, * the Town under its own authority also prohibits the consumption of alcohol at all times when the employee is on duty. No safety sensitive employee shall use alcohol while performing safety sensitive functions, or four 4 hours before, just after performing a safety sensitive function or while on call. No safety sensitive employee shall use alcohol eight (8) hours after a reportable accident or until the employee has undergone a post-accident alcohol test, whichever is first.

Compliance with Testing Requirements

All safety-sensitive employees will be subject to urine drug testing and breath alcohol testing as a condition of their employment. Refusal of a drug and/or alcohol test will be treated as a verified positive test result. Any covered employee who refuses to comply with a request for testing shall be removed from duty. Such employees will also receive educational and rehabilitative information and be referred to an SAP.

Refusals:

Refusals can include a variety of behaviors, including:

- Failure to remain at the testing site until the testing process is completed
- Failure to provide a urine specimen, saliva, or breath specimen, as applicable
- Failure to cooperate with any part of the testing process
- Failure to take a second test required by the employer or collector
- A drug test result that is verified by the MRO as adulterated or substituted
- Verbal refusal
- Physical absence
- Failure to provide a urine specimen or breath sample without a valid medical explanation
- Failure to undergo a medical evaluation or an observed collection when required
- Obstructive behavior
- Not reporting to the collection site in the time allotted (except in the case of pre-employment)
- Not remaining at the collection site until the completion of the process
- Failure to sign step 2 of the alcohol test form
- Failure to permit monitoring or direct observation

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- **The donor is found to possess or wear a prosthetic or other device that could be used to interfere with the collection process.**
- **The donor refused to follow collector instructions during an observed collection process to raise and lower clothing as specified in regulations, and**
- **The donor admits to the collector or MRO that he/she adulterated or substituted the specimen.**

Observed Samples

Any safety-sensitive employee who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection.

All employees who go for return-to-duty and follow-up tests must have their collections observed.

During observed collections, items such as prosthetic devices designed to carry clean urine will be checked for by observers with both male and female donors. The observer is the same gender as the employee and will have the employee lower his or her pants and underpants and raise his or her shirt/blouse, turn around and then put the clothing back into place for the observed collection.

Drug tests can be performed any time a safety-sensitive employee is on duty. An alcohol test can be performed when the safety-sensitive employee is performing a safety-sensitive duty, just before, or just after the performance of a safety-sensitive duty.

Voluntary Treatment Requirements

***Voluntary requests for treatment must be made prior to any pending drug/alcohol test or disciplinary action. Employees will not be disciplined for requesting treatment, but will be expected to observe job performance standards and work rules as they apply to every employee.**

The Town offers an Employee Assistance Program (EAP) which provides up to three free counseling visits per year. An employee may seek assistance directly from:

**TRIAD, EAP by calling 877-679-1100 or 970.249.1100
or Horizon Health EAP at 888-293-6948.**

All employees are encouraged to make use of the available resources for treatment for alcohol misuse and illegal drug use problems. Under certain circumstances, employees may be required to undergo treatment for substance abuse or alcohol misuse. Any employee who refuses or fails to comply with transit system requirements for treatment, after care, or return to duty shall be subject to disciplinary action, up to and including termination. The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider. Employees

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will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

Notification of Criminal Drug Conviction

All employees are required to notify the transit system of pleading guilty or no co-contest or being convicted of any criminal drug statute that occurred in the workplace within five days after such plea or conviction. Failure to comply with this provision shall result in disciplinary action, up to and including termination. Any safety-sensitive employee must also report any circumstances where there was a criminal conviction or loss of driving privileges due to drug or alcohol misuse within five days of such conviction or loss of privileges.

Testing for Prohibited Substances

Analytical urine drug testing and breath testing for alcohol may be conducted when circumstances warrant and as required by Federal regulations. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability, using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS). All testing will be conducted according to the procedures put forth in 49 CFR Part 40, as amended, to ensure the test results are attributed to the correct employee by procedures including, picture identification of the employee, the use of the Federal Drug Custody and Control Form with unique specimen identification number completed by a trained collection site person who insures that the Custody and Control Form is completed correctly and signed and certified by the donor, collection of Split Sample specimens that are sealed and initialed by the donor.

Drugs:

An employee may be tested for the following prohibited substances anytime while on duty. The drugs that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine. An initial drug screen, called an immunoassay test, will be conducted on each urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the metabolites present are above the minimum thresholds established in 49 CFR Part 40, as amended.

**In instances where there is a reason to believe an employee is abusing a substance other than the five drugs, the Town reserves the right to request a separate sample and to test for additional drugs under the Town's own authority using standard laboratory testing protocols and a non-federal custody and control form. The Town also reserves the right to require a fitness-for-duty examination by a licensed medical professional when an employee's observable behavior and actions are considered to be inconsistent with a safe workplace.*

Alcohol:

Tests confirming alcohol concentration will be conducted utilizing National Highway Traffic

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Safety Administration (NHTSA) approved Evidential Breath Test (EBT) device operated by a trained Breath Alcohol Technician (BAT). If the initial test indicated an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A safety sensitive employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will result in removal from his/her position for eight hours unless a retest results in a concentration measure of less than 0.02. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy.

MRO:

All test results from the laboratory will be reported to a Medical Review Officer (MRO). A MRO is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate alternative medical explanation for a confirmed positive result. The MRO will contact the employee, notify the employee of the positive laboratory result, and provide the employee with an opportunity to explain the confirmed test result. The MRO will subsequently review the employee's medical history/medical records to determine whether there is a legitimate medical explanation for a positive laboratory result. If no legitimate medical explanation is found, the test will be verified positive and reported to the Designated Employer Representative. If a legitimate explanation is found, the MRO will report the test result as negative. The MRO may also cancel results that are troubled according to the protocol set forth in 49CFR part 40. The MRO will also inform the employee whose result is positive from the laboratory of his/her rights to have the split sample analyzed at a second SAMHSA laboratory. See part 7 – Employee Requested Testing.

Testing Procedures:

A copy of 49CFR part 40 as amended is available for review for complete and detailed laboratory, collection, MRO, and SAP procedures. An employee who would like to review 49 CFR parts 40 and 655 may request a copy from the Designated Employer Representative (DER).

Any safety sensitive employee that has a confirmed positive drug and/or alcohol test will be removed from his/her position. The employee will be informed of educational and rehabilitation programs available, and evaluated by an SAP.

Testing Events:

1. Pre-employment /Reclassification Testing

All safety sensitive applicants shall undergo urine drug testing prior to performing safety-sensitive duties. This requirement also affects employees not in safety-sensitive positions who seek reclassification into a safety-sensitive position. Receipt by the Town of a negative test result is required prior to performing safety-sensitive duties in a covered position. A cancelled test result is not acceptable and must be retaken. *Hiring into a safety-sensitive position will be completed within one (1) month of a successful pre-employment/reclassification test. If the

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applicant has a positive pre-employment drug test, he/she will not be hired.

If a current covered employee has not performed a safety-sensitive duty for 90 days or longer, and has been removed from the random pool, the employee must submit to a new pre-employment test and receive a negative result before resuming safety-sensitive duties. When a covered employee or applicant has previously failed or refused a pre-employment drug test, the employee must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in Section 655.62.

An MRO may report negative pre-employment test results for individuals who are unable to provide sufficient volume due to permanent disability, but has a medical evaluation that indicates no chemical evidence of illegal drug use.

**The Town will accept a dilute negative test as a negative result and will not require re-testing unless required by the MRO.*

All applicants for safety-sensitive positions will be notified in writing that they will be required to undergo pre-employment/reclassification drug testing prior to their employment and that they will be subject to drug and alcohol testing throughout the period of their employment with the Town. Applicants will acknowledge in writing their understanding of these provisions for their application and employment. The Town will retain on file the negative drug test results of all new hires.

2. Reasonable Suspicion Testing

A reasonable suspicion referral for testing, as specified by Part 655, will be made on the basis of documented objective facts and circumstances which are consistent with the long or short term effects of substance abuse. Reasonable suspicion testing can be done if the observation is made for the suspicion of drugs anytime the employee is on duty or for alcohol during, just preceding, or immediately following the performance of a safety-sensitive function. **However, under the Town's authority, a reasonable suspicion alcohol test may be performed anytime a covered employee is on duty.*

Reasonable suspicion determinations will be made by one or more supervisors, in function rather than by title, who is trained to detect the signs and symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse. Criteria for reasonable suspicion testing included specific, contemporaneous, and articulable observations concerning appearance, behavior, speech, or body odors of the covered employee consistent with possible drug or alcohol misuse. Written documentation shall be required for any reasonable suspicion testing. Only trained supervisors who directly observe said reasonably suspicious behavior have justification for requiring reasonable suspicion testing. **When a determination has been made*

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for reasonable suspicion testing, the employee will be transported immediately to the collection site. **Alcohol tests delayed more than two hours must be accompanied with documentation specifying the reason for such a delay. Attempts to collect an alcohol test must conclude after 8 (eight) hours.**

3. Post-Accident Testing

Safety sensitive employees will be required to undergo urine drug and breath alcohol testing if they are involved in an accident with a mass transit vehicle (regardless of whether or not the vehicle is in service) that results in a fatality. This includes all safety sensitive employees that are on duty in the vehicle and any other whose performance could have contributed to the accident, such as surviving operators, dispatchers, maintenance personnel, or other safety sensitive associated employees. Neither a deceased nor an unconscious employee can be tested. Any post-accident testing is stayed while the employee assists in resolution of the accident or receives medical attention following the accident.

In addition, a post accident test will be conducted in situations where there isn't a fatality but the following occurs, (a) an individual requires immediate transportation to a medical treatment facility (as a result of collision or non-collision), (b) any time one or more vehicles incurs disabling damage that prevents any of the vehicles involved from leaving the scene of the occurrence in their usual manner in daylight after simple repairs, or (c) with respect to an occurrence in which the mass transit vehicle involved is a rail car, trolley car, trolley bus or vessel and the vehicle is removed from operation. In a non-fatal accident as previously described, post-accident testing will be conducted unless the operator's performance (and any other covered employees whose performance could have contributed to the accident) can be completely discounted as a contributing factor to the accident as determined by the employer using the best information at the time of the decision.

Following an accident, the safety sensitive employee will be tested as soon as possible, but not to exceed eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. All accidents will have documentation as to whether or not a test was administered and the rationale for such a decision. If there is a delay of greater than two (2) hours for an alcohol test, a reason must be given in writing, retained in a file for possible later referral, and the employer must still attempt to administer the alcohol test, however, all attempts must cease after eight (8) hours. Any safety sensitive employees subject to post-accident testing must refrain from alcohol use for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test.

Safety-sensitive employees subject to post-accident testing must remain readily available for testing and the employer must know the whereabouts of those employees at all times until post accident testing has been completed or until the employee has been completely discounted as a contributing factor.

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Written rationale and documentation is required when a decision is made not to test an employee in a non-fatal accident. In the rare event that the employee cannot participate in the FTA collection process, following an accident, the employer may accept the results of a test performed by federal, state, or local officials if results are released.

Procedures will be in place to insure testing can be conducted all hours of operation. Any safety sensitive employee who leaves the scene of the accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test.

Post-accident testing will be stayed while the employee(s) in question receive medical treatment following the accident.

4. Random Testing

FTA regulations require random testing of drugs and alcohol for all safety sensitive employees. Random testing serves as a deterrent against employee beginning or continuing drug use or alcohol misuse. All employees in safety sensitive positions will be subjected to random, unannounced testing. The selection of safety sensitive employees for random drug and/or alcohol testing will be made using a scientifically valid method that ensures each covered employee will have an equal chance of being selected each time selections are made and there will be no discretion of the managers as to the selections made. All safety-sensitive employees remain in the selection pool even after being selected for testing thus, employees may be selected more than once a year. The tests are conducted throughout the year in an unpredictable pattern. The random number selection process is conducted in strict confidence to ensure no employee is forewarned and that testing is unannounced. A limited number of individuals will have knowledge of the random numbers to insure confidentiality and the integrity of the testing process.

The random tests will be spread throughout the draw period and all shifts of safety-sensitive functions and duties. Alcohol tests can only be performed just before, during, or just after the performance of a safety-sensitive job function, while drug tests can be conducted at any time during an employee's shift (i.e. beginning, middle, and end). Employees are required to proceed immediately to the collection site upon notification of their random selection.

Only US DOT safety-sensitive employees are included in the random pool. *In the event the Designated Employer Representative is selected for random testing, a secondary contact person will notify the Program Manager to report to the collection site for random testing. All safety sensitive employees shall be notified discreetly to report to the collection site to provide for privacy.

The Town retains and records the dates of notification that a safety-sensitive employee has been selected and the results of those tests. All information is confidential.

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* The Town shall, during the course of a year, participate in the random testing program to assist in insuring a minimum of 25 percent of USDOT safety-sensitive employees are tested for drug use and a minimum of 10 percent of USDOT safety sensitive employees are tested for alcohol abuse for the Consortium. The rates are subject to annual revision based on the FTA mandate.

5. Return-to-Duty Testing

Before any safety-sensitive employee is allowed to return to performing safety-sensitive duties following a verified positive drug or alcohol test (0.04 or greater) he/she must be evaluated by a SAP, shown successful compliance with any recommended treatment and provide a negative return-to-duty test. The employer makes the decision to request a return-to-duty test as a result of the written recommendation of the SAP. The SAP may require testing for both drugs and alcohol, regardless if the original positive test result was for only one substance. All employees who go for return-to-duty tests must have their collections observed.

6. Follow-up Testing

Once a safety-sensitive employee is allowed to return to duty and the employer has a negative return-to-duty test on file, the employee shall be subject to unannounced random follow-up testing for at least twelve (12) months, but not more than sixty (60) months with a minimum of six (6) tests being done during the first twelve (12) months. The SAP will determine the frequency and duration of the follow-up testing, the DER can set the schedule. Follow-up testing is separate from and in addition to the regular random testing program. Employees subject to follow-up testing must also remain in the standard random pool and must be tested whenever their name comes up for random testing, even if this means being tested twice in the same day, week, or month. All employees who go for follow-up tests must have their collections observed.

7. Employee Requested Testing

Any safety-sensitive employee who questions the results of a required drug test may request the MRO to forward the split sample to a different DHHS certified laboratory for analysis. The test must be conducted on the split sample that was provided by the employee at the same time as the original sample.

***Payment for testing of the split specimen is the responsibility of the employee, unless the result of the split sample test invalidates the result of the original test. Testing will not be denied if the employee cannot pay. The Town will ensure that the costs for the split specimen are covered in order for a timely analysis; however, the Town will seek reimbursement for the split analysis from the employee. The final split specimen result goes to the employer.**

The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for split sample testing must be made to the Medical Review Officer within 72 hours of notice of the original

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sample verified test result. The MRO must direct the laboratory in writing to send the split sample with appropriate copies of the chain of custody form and a copy of the MRO's request for testing to another DHHS certified laboratory. Requests after 72 hours will only be accepted if the delay was due to documented facts that were beyond the control of the employee.

Employment Assessment

The responsibilities of the SAP include:

- Evaluating and assessing the employee (face-to-face) and the type of assistance needed in resolving the problems associated with a safety-sensitive employee who has refused to submit to a drug or alcohol test or who has a verified positive drug and/or alcohol test result.
- Refer the employee to an appropriate program.
- Provide a face-to-face evaluation to determine whether a safety-sensitive employee who has a verified positive drug and/or alcohol test result has complied appropriately with the SAP's recommendations.
- Determine when return-to-duty testing is appropriate and whether it should be for drugs and/or alcohol. Provide a written report to the employer.
- Recommending the frequency of the testing and the number of months the returning safety-sensitive employee will be subject to follow-up testing (after the minimum six tests during the first 12 months) and whether it will be for drugs and/or alcohol.

The SAP must follow the specific procedures and protocols set forth in 49CFR part 40.

Information Disclosure

The Town will strictly adhere to all standards of confidentiality and assure all employees that testing records and results will be released only to those authorized by FTA rules to receive such information. All drug and alcohol testing records will be maintained in a secure manner so that disclosure of information to unauthorized persons does not occur. Privacy of each tested employee shall be strictly maintained. Information will only be released in the following circumstances:

1. to a third party only as directed by specific, written instruction of the employee;
2. to the decision maker in a lawsuit, grievance, or other proceeding initiated by or on the behalf of the employee test
3. to the subsequent employer upon receipt of a written request from the employee;
4. to the National Transportation Safety Board during an accident investigation;

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5. to the DOT or any DOT agency with the regulatory authority over the employer or any of its employees, or to a authorized State oversight agency
6. to the employee, upon written request

Employees have the unqualified right to review their drug and alcohol testing records, to have access to information to dispute the results of any testing outcome, to have access to any pertinent records such as equipment calibration records and records of laboratory certifications.

Employee and Supervisor Training

All safety-sensitive employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training must also include manifestations and behavioral cues that may indicate prohibited drug use. The training will be in the context of prohibited drug use in the workplace, the FTA regulations, and the Town's substance abuse policy. The training shall also include information concerning the effects of alcohol misuse on the individual's health, work, and personal life, and signs and symptoms of an alcohol problem. Printed literature concerning prohibited drug use and the effects of drugs and alcohol as well as a service hotline for employees experiencing problems with prohibited drugs and alcohol will be made readily available to all safety-sensitive employees.

Supervisors will also receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse. Training shall be given to all supervisors concerning: (a) their role and responsibility of reasonable suspicion determinations, (b) procedures for initiating, sustaining, and documenting the referral of reasonable suspicions, (c) instructions for employee intervention, and (d) procedures for record keeping/documenting a reasonable suspicion event. Supervisors will not perform supervisory duties that require reasonable suspicion determination prior to completing supervisor training. *Training for non-safety-sensitive employees on the importance of maintaining a drug free workplace shall also be provided.

*Handouts are available providing information concerning the effects of drug use and alcohol misuse on the individual's health, work, and personal life and the signs and symptoms of alcohol misuse.

Employee/Provider Communications

The Town's Substance Abuse Policy was originally approved and adopted by Town Council on May 13th and May 28th, 2003 and became effective May 28, 2003. A copy of the signed adoption by the Town Council is attached to this policy. Anytime this policy is substantively amended or updated due to changes in Federal regulations in the future, the policy will contain the date,

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proof of adoption of the amended policy by Town Council and the date the amended policy, or portion thereof, became effective. See attachment B.

Copies of this policy will be provided to all safety-sensitive employees. A Confirmation of Receipt shall be signed acknowledging that the employee has received the policy and understands that it is the employee's responsibility to abide by the provisions of the policy. Revisions to this policy shall be made aware of to the employee and shall be acknowledged with an updated Confirmation of Receipt. All new hires shall receive the most current policy.

This policy and current and future contracts will be modified to stay within required compliance with FTA regulations.

System Contacts

Any questions regarding this policy or any other aspect of the drug free and alcohol free transit program should contact the following transit system representative:

Designated Employer Representative/Program Manager:

Name: Sue Kunz, Director of Human Resources
Address: 455 Mountain Village Blvd., Suite A, Mountain Village, CO 81435
Telephone Number: 970-369-6412

SAMHSA Certified Laboratory

Name: SED Medical Laboratories
Address: 500 Walter Northeast, Suite 500, Albuquerque, NM 87102

Medical Review Officer:

Name: *Drs Staggs & Peretti*
Address: *425 W. Broadway, Ste. B, N. Little Rock, AR 72114*
Telephone Number: *866.954.9533/855-885-9162*
Fax Number: *501.954.2624/501-376-0560*

Substance Abuse Professionals

Agency: TRIAD Employee Assistance Program
Address: 2501 Blichman Ave., Suite 120, Grand Junction, CO 81505
Telephone Number: (970) 242-9536; 1-877-679-1100
Email: info@triadeap.com

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Attachment A

Safety-Sensitive Functions

Safety-Sensitive Positions at Mountain Village

All positions at the Town were reviewed for safety-sensitive duties to determine the safety-sensitive positions as defined in 49 CFR part 655. Additionally, any new positions created in the future will be reviewed for safety-sensitive duties. The following positions were determined to be safety-sensitive:

Gondola Operators
Gondola Mechanics
Gondola Supervisors
Vehicle Maintenance Mechanics
Vehicle Maintenance Supervisors
Commuter Shuttle Drivers

*Other job descriptions may be included in the safety-sensitive category, while substituting in the safety-sensitive job classifications listed above.

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ACKNOWLEDGMENT
DRUG & ALCOHOL POLICY – SAFETY SENSITIVE EMPLOYEES

I, _____, the undersigned, hereby acknowledge that I have received a copy of the anti-drug and alcohol misuse program policy mandated by the U. S. Department of Transportation, Federal Transit Administration for all covered employees who perform a safety-sensitive function. I understand this policy is required by 49 CFR Part 655, as amended, and has been duly adopted by the governing board of the employer. Any provisions contained herein which are not required by 49 CFR Part 655 or 49 CFR Part 40, as amended, that have been imposed solely on the authority of the employer are designated as such in the policy document.

I further understand that receipt of this policy constitutes a legal notification of the contents, and that it is my responsibility to become familiar with and adhere to all provisions contained therein. I will seek and get clarifications for any questions from the employer contact person listed in the policy. I also understand that compliance with all provisions contained in the policy is a condition of my employment.

I further understand that the information contained in the approved policy dated February 20, 2015, is subject to change, and that any such changes, or addendum, shall be given to me in a manner consistent with the provision of 49 CFR Part 40 and 49 CFR Part 655, as amended.

Print Employee Name

Signature of Employee

Date

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Attachment B

PROOF OF POLICY ADOPTION BY GOVERNING BOARD OR HIGHEST AUTHORITY

The aforementioned Drug and Alcohol Policy – Safety Sensitive was reviewed and approved by the Town Council of the Town of Mountain Village at a public meeting held February 20, 2014-19, 2015.

Town of Mountain Village

By: _____
Mayor Dan Jansen

By: _____
Jackie Kennefick, Town Clerk

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Memo

To: Mayor Jansen and Town Council
From: Sue Kunz, Director Human Resources
Date: February 12, 2015
Re: 2015 Employee Handbook

The Employee Handbook has been updated to reflect the following changes:

- P.7 Pursuant to HB 1383, effective April 1, 2015, employers must designate four designated medical providers to treat workers that our injured on the job. The town's providers will now include:
 - Telluride Medical Center
 - Uncompahgre Medical Center, Norwood
 - Mountain Medical Center, Ridgway
 - Dr. Patrick O'Meara, Montrose
- P. 13 In compliance with new health care regulations, one additional employee classification was added to include seasonal employees working more than 1560 hours that qualify for health insurance in 2016
- P. 34 Computer Use/ Data Security language was added. All employees were trained on this in 2014. In compliance with the new CIRSA loss control standards, this was added to the handbook.
- All other changes were strictly clerical in nature and do not involve any policy changes.



Employee Handbook

The Town of Mountain Village is dedicated to providing exceptional facilities, services and opportunities, in partnership with the community, which will enhance the quality of life for our residents, homeowners, employees, and guests.

Town of Mountain Village

Adopted February 1920, 2015

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ABOUT THE HANDBOOK

The Town of Mountain Village employee handbook will acquaint you with the Town and some policies affecting your employment. Since it is impossible to anticipate every situation that could arise, this handbook will highlight general Town policies, practices, and benefits. Other existing policies and practices may not appear in this handbook. If you are not sure about a written or unwritten policy of the Town, have questions about any portion of this handbook, or any aspect of your job, or need further information, please ask your supervisor.

We recognize that our business needs may change from time to time and that new governmental regulations take effect. Therefore, we reserve the right to amend, rescind, or modify any Town policies, practices, and benefits at any time, with or without prior notice.

We wish to apply Town policies consistently and without discrimination so that all similarly situated employees receive uniform treatment. A situation may arise that causes us to deviate from our normal operating procedure. While we try to minimize these situations, we must reserve the right to consider each case separately and make any appropriate exceptions we feel necessary. The only recognized deviations from Town policies, practices, and benefits are those authorized and signed by the Town Manager.

This employee handbook has been created without bias toward the employee, the employer, or any group of employees. The provisions of this handbook or any other documents (such as benefit statements or confidentiality agreements) are not intended to create any contractual obligation that conflicts in any way with this policy.

You have been provided with your own personal copy of the employee handbook. As soon as possible, please take a moment to review your handbook. Refer to it whenever you have questions about Town policies, practices, or benefits. These policies are effective immediately, and you are expected to know and comply with them accordingly.

From the Town Manager

Welcome to the Town of Mountain Village

This handbook was developed to describe some of the guidelines, programs, and benefits for employees. All employees should familiarize themselves with the contents of the employee handbook as soon as possible, for it may answer many questions about employment with the Town.

We greatly appreciate having you join our team of exceptional employees that are **dedicated to serving our residents and visitors** to Mountain Village and the greater Telluride region. We believe that each employee contributes directly to the success of Mountain Village and we hope you will take pride in being a member of our team.

The Town is committed to **providing a safe work environment** for employees. We know that our employees are our greatest resource and we will strive to prevent any possible injury or illness. We believe that most accidents and injuries are preventable and it should be clear that the responsibility for safety lies with all levels of employees at Mountain Village. We all need to work together to accomplish our goal of zero injuries by reporting unsafe conditions immediately.

In the necessary push toward a greener nation, we're changing the way we do things day-to-day in Mountain Village. With these changes comes a greater awareness of our habits, and a deeper appreciation for our natural environment. We ask that you **make environmentally conscious decisions** daily regarding energy use, behavior and recycling.

Please contact your supervisor or Human Resources with any questions you may have regarding Town policies and procedures.

We're glad to have you with us.

Kim Montgomery
Town Manager

EMPLOYMENT

Guest Service Policy

It is the philosophy of the Town that everyone in this community is a guest. One of the main functions of the Town is to provide consistently high quality "Guest Service" to everyone in our community including our co-workers. Guest Service refers to the interaction and assistance we provide the residents, visitors, business owners and employees of businesses here. The combination of Telluride's history and the Mountain Village's style offers a profoundly unique guest experience unequaled by any other resort in the world. It is the goal of the Town to ensure that our guests enjoy their stay here to the extent that they would wish to remain in or return to the Town over and over again.

When referring to "Guest Service", the Town distinguishes between Internal and External Guests as follows:

- Internal Guests – Co-workers and people with whom we work to create and maintain a highly professional, positively motivated working environment. We serve internal guests every time we do our own jobs exceptionally well and offer to assist other employees in any way we can to do their jobs well.
- External Guests – Mountain Village and Telluride visitors, residents, clientele and employees of businesses we encounter during the course of performing our job duties each day. We serve external guests every time we offer assistance or direction to non-employees.

All employees are empowered and encouraged to go beyond that which is expected of them when serving our guests. All employees are encouraged to serve guests as though they were visitors in our own homes. All employees are encouraged to work together with the employees of other companies to ensure that every guest's needs are met and, if possible, exceeded. Finally, as guests themselves, all employees are encouraged to communicate with co-workers and supervisors letting them know what they need in order to do their jobs more efficiently and enjoyably.

SAFETY

Our Town goal is to provide a safe and healthy work environment. The biggest single factor in insuring your safety on the job is YOU. It is YOUR responsibility, to both yourself and those working in your area, to practice safe work habits. Report any unsafe practices and conditions to your supervisor so corrective action can be taken.

The Town has general safety rules that apply to every department. Any violation of either departmental or Town safety rules will not be tolerated. Should an on-the injury occur as a result of a violation of the departmental or Town safety rules, **a reduction in worker's compensation benefits may occur.** General safety rule violations may include but are not limited to:

- Failure to abide by safety rules established for your department.
- Falsification of accident or incident reports.
- Being impaired by or under the influence of alcohol or any drugs (legal or illegal) while on duty.
- Fighting or other disorderly conduct that may endanger the well being of co-workers or guests.
- Unauthorized operation of Town vehicles or equipment.
- Reckless operation of Town vehicles or equipment.
- Failure to utilize safety seat belts at all times when the vehicle is in service (Buckle Up!).

- Remember safety rules are only as effective as you make them. Safety is a cooperative endeavor and must be kept constantly in mind by all of us. Exercise common sense and good judgment in all that you do on the job. Then, we all can enjoy an excellent safety record.

Upon employment with the Town, employees will be provided a general orientation session designed to acquaint them with their department, its safety concerns, equipment, first-aid kits and fire extinguishers. If an orientation session has not yet been scheduled for you please contact the supervisor to determine a time when this orientation may occur.

Any unsafe conditions or practices an employee observes must be reported to your supervisor and your department's Safety Committee representative immediately. Your supervisor will immediately inform Human Resources.

Reporting Accidents/ Injuries

Notify your supervisor of any accident or injury (no matter how minor) either to yourself or to a co-worker immediately. Failure to notify a supervisor of a work-related injury to one's self or a co-worker immediately but not later than within twenty-four (24) hours, will be considered cause for disciplinary action for both the injured worker and co-worker. Untimely reporting of injuries may also result in worker's compensation benefits being denied in most cases or greatly reduced in other cases. Once informed of an injury, the supervisor, the employee and any witnesses to the injury must complete a worker's compensation "First Report of Injury" form. This form will be submitted to the Human Resources Department for processing and opening of your worker's compensation claim. The supervisor is responsible for collection of statements from all persons involved in incidents or accidents as well as from any witnesses thereto. The supervisor is responsible for immediately notifying their Department Head, as appropriate and Human Resources regardless of the time of day.

Receive authorization from the supervisor for medical treatment. When an injury has occurred the supervisor will send the employee immediately for medical treatment. Effective ~~January 1, 2008~~ April 1, 2015, all employees have the choice of receiving treatment for work-related injuries and illnesses from ~~two-four~~ designated medical providers. The two providers are:

1. Telluride Medical Center, 500 W. Pacific Avenue, Telluride, CO 81435 * (970) 728-3848
After hours personnel are "On Call"
2. Uncompahgre Medical Center, 1350 Aspen Street, Norwood, CO 81423 * (970) 327-4233
3. Mountain Medical Center, 295 Sherman Street (295 Hwy 62), Ridgway, CO 81432 * (970) 626-5123
After hours personnel are "On Call"
4. O'Meara DO, Patrick D, 330 S 9th Street, Montrose, CO 81401 * (970) 240-3775

Failure to receive treatment from a designated medical provider may result in non-payment of medical benefits.

Any employee sustaining a work-related injury may be asked to submit a drug and/or alcohol test in accordance with Town policy. An employee injured while under the influence of drugs or alcohol is only

entitled to half of the normal compensation allowed by law. If it is determined that the injury occurred in the course of an activity unrelated to the employee's job, benefits may be denied completely.

The treating physician determines needed time off from work. Compensation payments made to the employee for lost wages resulting from an injury or occupational diseases begin after the third consecutive missed day of work and will commence until the employee is released to return to work. The compensation rate while unable to work is 2/3 of the average weekly wage, not to exceed a maximum amount as provided under the worker's compensation laws. Time spent away from work, during a work related injury leave will be applied to FMLA leave if eligible.

Worker's compensation requires all employees to adhere to the physician's instructions, including attendance at follow-up appointments. If unable to comply, you must notify your physician and your supervisor. Failure to comply with your physician's prescribed treatment and follow-up plan could jeopardize your worker's compensation benefits.

IMPORTANT NOTES:

1. If an employee, qualifying for leave and benefits under FMLA is released by their physician to return to work and is able to work but decides they do not want to return to work, the Town reserves the right to pursue reimbursement from the employee for all benefit premiums paid retroactive to the end of the required period of benefit continuation under FMLA.
2. If an employee, technically ineligible for leave and benefits under FMLA is released by their physician to return to work and is able to work but decides they do not want to return to work, the Town reserves the right to pursue reimbursement from the employee for all benefit premiums paid retroactive to the beginning of the leave.

Recreational skiing and off-the-job accidents are not covered by worker's compensation. However, injuries sustained off-the-job may be covered by the Town's health insurance provided.

Filing a fraudulent claim under worker's compensation for non-work-related injuries is against the law and will be grounds for termination.

THE ENVIRONMENT

The Town of Mountain Village cares about our environment. Town Council and the community have made energy conservation and waste reduction a priority goal. In an effort to assist the town with reaching its Energy Efficiency and Zero Waste goals, we participate in our collective efforts to reduce waste and conserve energy in the workplace.

Reduce Waste:

- **REDUCE:** Reduce daily office waste by bringing a re-usable coffee mug to work and making sure you really need a hard copy before printing. Bring a re-usable bag to work for groceries or other shopping needs (or wants!).
- **REUSE:** Reuse paper for scratch pads before recycling. Reuse plastic food containers as Tupperware before throwing away. Recycling is great, but still requires a lot of energy so please try to use items as many times as possible before discarding into the town's trash or recycling bins.
- **RECYCLE:** All offices in Town should be equipped with recycling bins. Recycle all paper, cardboard, glass, plastic #1-7 and aluminum products in these bins for collection by either the

cleaning team or Town staff. If you are in a facility that does not have adequate recycling bins, please contact Deanna Drew to arrange a method for you to recycle. Recycling these items is **mandatory** for all residents and businesses in the Town of Mountain Village.

Save Energy:

- **OFFICE HEAT:** All thermostats in the office building should be set at 68 degrees. We realize that everyone's comfort level is different so please do your best to dress appropriately for the season with enough layers to stay warm throughout the workday. Although personal space heaters are not prohibited, they do use a large amount of energy and could thwart our efforts to conserve, so please use your personal space heaters sparingly when necessary.
- **WINDOWS:** Pulling your blinds down at the end of the day could help keep the offices warm and prevent the heaters from coming on during the night when no-one is here. Please close your blinds when you leave your office for the night to keep the heat in and the cold out.
- **COMPUTERS, PRINTERS, ELECTRONICS:** These devices require a "phantom" load of energy when plugged in and not in use. Please remember to turn off electronic devices when leaving for the night and/or weekend.
- **OFFICE LIGHTS:** We are in the process of upgrading lights from fluorescents to LEDs. LED bulbs use half as much energy as fluorescent lights for the same amount of light. Please turn off your lights when employees are not in the office or shop, and especially at night and on weekends, to make sure valuable electricity is not being wasted.

If you have additional ideas for how to conserve in the workplace, please bring them to the attention of your supervisor or the Environmental Services Director so that your ideas can be distributed to the rest of the Mountain Village team.

EEO and Unlawful Harassment

The Town is dedicated to the principles of equal employment opportunity. We prohibit unlawful discrimination against applicants or employees on the basis of age 40 and over, race, sex, color, religion, national origin, disability, military status, genetic information, or any other applicable status protected by state or local law.

ADA and Religious Accommodation

The Town will make reasonable accommodation for qualified individuals with known disabilities and employees whose work requirements interfere with a religious belief unless doing so would result in an undue hardship to the Town or a direct threat. Employees needing such accommodation are instructed to contact their supervisor or Human Resources.

Anti-Violence

Employees have the right to a safe, violence free and drug free workplace. To that end, the Town's position on workplace violence is very inflexible. Employees who engage in workplace violence, whether instigating it or not, may be drug and/or alcohol tested, and pending a full investigation may be subject to discipline up to and including suspension from duty without pay or termination.

Employees must not engage in intimidation, threats, or hostile behaviors, physical abuse, vandalism, arson, sabotage, use of weapons, carrying weapons on to Town property, or any other act, which, in

management's opinion, is inappropriate to the workplace. In addition, employees must refrain from making bizarre or offensive comments regarding violent events and/or behavior. Employees are expected to report any prohibited conduct to management. (Sworn officers of the police department are exempt from the weapons reference of this policy)

Sexual Harassment/ Inappropriate Conduct

Because sexual harassment raises issues that are to some extent unique in comparison to other harassment, the Town believes it warrants separate emphasis.

The Town strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- ◆ Submission to such conduct is made explicitly or implicitly a term or condition of employment.
- ◆ Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.
- ◆ Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Conduct which may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

- ◆ Written form, such as cartoons, posters, calendars, notes, letters, emails
- ◆ Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates.
- ◆ Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

Complaint Procedure

If you believe there has been a violation of the EEO policy or harassment based on the protected classes outlined above, including sexual harassment, please use the following complaint procedure. The Town expects employees to make a timely complaint to enable the Town to investigate and correct any behavior that may be in violation of this policy.

1. Report the incident to your supervisor or manager who will investigate the matter where appropriate and take corrective action. Your complaint will be kept as confidential as practicable.
2. If you prefer not to go to either of these individuals with your complaint, you should report the incident to Human Resources
3. If the problem still cannot be resolved, employees may submit a written complaint to the Town Manager for review and final decision about the situation.

The Town prohibits retaliation against an employee for filing a complaint under this policy or for assisting in a complaint investigation. If you perceive retaliation for making a complaint or your participation in the investigation, please follow the complaint procedure outlined above. The situation will be investigated.

If the Town determines that an employee's behavior is in violation of this policy, appropriate disciplinary action will be taken against the offending employee up to and including suspension or termination of employment.

Filing a Retaliation Complaint

A retaliation complaint may be filed directly with the Human Resources Director or Town Manager. A retaliation claim must be filed within 90 days of the retaliation behavior. If there is a pattern of retaliation, the complaint must be filed within 45 days of the most recent alleged act or threat of interference or retaliation.

Investigation

The complaint will be investigated. The Town Manager and Human Resources Director will convene a meeting for the purposes of making a determination about the investigation. The Town Manager may request any documentation or verbal statements by employees as may be legitimately required for appropriate fact finding.

Decision

If a finding that interference or retaliation has occurred, the Town Manager will review the incident. The determination is final and binding. The Town Manager sees to it that, through appropriate channels, corrective action is taken against the employee who is found to have interfered or retaliated. The Town Manager will communicate the determination in writing to the complainant, if known, and to the person or persons accused of violating this guideline.

With regard to complaints where it is alleged that the Town Manager interfered or took retaliatory action, the finding of the investigation shall be presented for a decision to the Mayor.

Job Descriptions

Job descriptions are available for each position within the Town. Your immediate supervisor will provide you with a copy of your job description and answer any questions that you may have regarding it. Each job description typically indicates duties and responsibilities, major reporting relationships, measures of job performance, required skills and education, and required physical ability.

Confidentiality of Information

To repay the trust and confidence placed in us by our guests and our employees we must maintain the confidentiality of information within the Town. Confidential information obtained as a consequence of employment is released only when properly authorized. This information includes, but is not limited to personnel records, confidential meetings, memoranda, documents, and other methods of internal communication. Any copying, reproducing, or distributing of confidential information in any manner must be authorized by management.

A breach of confidentiality may subject the Town to liability. Confidential information may not be used for the purpose of furthering a private interest or as a means of making a profit. Such use of confidential information will not be tolerated.

Door codes are issued to the individual employee are not to be shared or given to any other person, whether an employee or not.

Personnel Records

The Town keeps a personnel file as a record of your employment. It is important for this record to be up-to-date and complete. This enables us to reach you in an emergency, forward your mail, and properly maintain your insurance and other benefits. It also helps keep track of your payroll deductions and many other things that concern you as an individual.

Notify the Human Resource Department immediately if you have changes in any of the following areas: Name, residence, telephone, marital status, insurance changes, tax exemptions, person to notify in case of an emergency, and other relevant information.

Additionally, you should notify the Human Resources Department if you complete educational or training courses. This information may be considered with your other employment records as job opportunities arise in the Town.

All requests to view personnel records must be made in writing to the Human Resources Department with reasonable advance notice.

Reference Requests

Employees who are approached either formally or informally and asked to provide information about former employees of the Town should refer such inquiries to the Human Resource Department.

EMPLOYEE SELECTION

Application Accuracy

Prospective employees will be required to complete an employee application and necessary hiring forms. The Town reserves the right to verify all employment data. False or misleading information on an application or other hiring forms before or during employment may be cause for disciplinary action or employment denial. If an employee realizes they have put inaccurate information on Town forms, he or she must notify Human Resources and correct the information immediately.

Interviews

Considered applicants for Town positions participate in an interview with Human Resources and with the supervisor/manager of the department to which the position reports. Interviews will be job related and will be used, in conjunction with employment and driver background checks and a variety of other measures, as a tool for making hiring decisions.

Promotions

Employees may be considered for promotion to fill vacancies based upon the following factors including but not limited to individual's experience, training, work related background, attendance, present and past performance, and anything else management believes to be important to the job at the time the open position is filled. Length of service for the Town will be considered when two or more applicants possess equal qualifications. In order to be eligible to apply for a posted position, you must meet the minimum hiring specifications for the position, be capable of performing the essential functions of the job with or without a reasonable accommodation.

Employees are responsible for monitoring job vacancy notices on the Town website and for completing an online application during the posting period for a specific opening.

Employment of Relatives (see Code of Ethics)

The Town recognizes that the work force in the region is limited, and on occasion, more than one close relative may work for the Town and even in the same department. In order to avoid any real or apparent Conflict of Interest, impropriety or favoritism, no person shall be permitted to be involved in the hiring, evaluation, salary adjustments, promotions, disciplinary decisions or other budgetary or financial decisions of a relative. For purposes of this Section, a relative shall mean spouses, parents,

children, brothers and sisters, grandparents, grandchildren, in-laws or relatives living in the same household.

In the event a situation exists as of the date of this employee handbook, where a relative is in a supervisory role of another relative, these situations may continue with the direct involvement and supervision of the Department Director. The Department Director shall be solely responsible for the evaluation, salary adjustments, promotions, disciplinary decisions or other budgetary or financial decisions of the supervised relative.

EMPLOYEE CLASSIFICATION & INTRODUCTORY PERIOD

The following employee group definitions are assigned at the time of hire and are used to determine eligibility for benefits such as PTO, health insurance, etc.

Group 1 *Full time, year round employees (Exempt)* - Exempt employees must meet both the duties test and the salary basis test under FLSA for exempt status. Exempt employees are expected to work at least 40 hours per week or until the job is done, whichever is greater and are compensated based upon a biweekly salary. The employee is expected to work, at a minimum, the hours established for a particular department and be available when necessary outside those hours, either daily or weekly. No overtime will be paid for hours worked in excess of 40 hours per week.

Group 2 *Full time, year round, hourly employees (Non-exempt)* - Full-time hourly employees are normally scheduled for 40 hours per week. Benefits are calculated based upon hours worked up to 40 hours per week. Some employees may regularly be scheduled less than a 40 hour week with Department Head and Town Manager approval.

Group 3 *Seasonal employees (Non-exempt)* - Work for a limited period of time, referred to as a season (i.e. summer season, winter season, shoulder season, or during summer or holiday breaks from school or a period of time identified and agreed upon by the Town and the employee on the date of hire.)

3A *Full-time seasonal, hourly*- Working *full time* during Town recognized seasons. Season to be defined and agreed upon prior to commencement of employment

3B. *Part-time seasonal, hourly*- Working *part time* during Town recognized seasons. Season to be defined and agreed upon prior to commencement of employment

~~3C. *Full-time, seasonal, hourly* - Working *full time*, more than 1560 hours per year.~~

Group 4 *Part time, hourly employees (Non-exempt)* -Part time employees generally work more than 15 hours, but less than 30 hours per week and have a schedule that has been defined and agreed upon prior to the commencement or employment.

Group 5 *Part time, on call hourly employees (Non-exempt)* - Employee on call to work a limited period of time, working the hours and/or shift assigned.

Group 5 *Part time, hourly employees (Non-exempt)* - Part time employees generally work less than 15 hours/week working the hours and/or shift assigned.

Group 6 *POLICE Full time, year round employees (Exempt)* - Exempt employees must meet both the duties test and the salary basis test under FLSA for exempt status. Exempt employees are expected to work at least 80 hours per pay period or until the job is done, whichever is greater and are compensated based upon a biweekly salary. The employee is expected to work, at a minimum, the hours established for a particular department and be available when necessary outside those hours, either daily or weekly.

Group 7 *POLICE Full time; year round, hourly employees (Non-exempt)* Full-time hourly employees are normally scheduled for 80 hours per pay period. Employees are paid overtime on hours worked over 80.

Definition of Seasons:

- Winter Season - the beginning of November through the beginning of April, based on available work.
- Summer Season - the end of May through the end of October, based on available work.
- Shoulder Season - The time period between the beginning of April and the end of May and between the end of October and the beginning of November when the Town of Mountain Village may be operating with a reduced work force.
- Other Season - A period of time identified and agreed upon by the Town and the employee and noted on the employment paperwork at the time of hire.

BENEFITS & ELIGIBILITY

Employee Benefits

This section describes the current employee benefits provided for you. The "Benefits Eligibility Chart" will familiarize you with our total benefits package. Seniority for benefits will accrue based on the employee's ~~date of hire~~ eligibility date. ~~-with the Town.~~

BENEFIT ELIGIBILITY CHART

Benefit	Eligible Groups							
	1	2	3A	3B	4	5	6	7
AFLAC	x	x	x	x	x		x	x
401(k)	x	x						
457	x	x						
Bereavement Leave- paid	x	x					x	x
Direct Deposit	x	x	x	x	x	x	x	x
Employee Assistance Program (EAP)	x	x	x	x	x		x	x
Employee Shuttles	x	x	x	x	x	x	x	x
End of Season Bonus			x	x				
Flex Spending Accounts (FSA) - Dependent Care	x	x					x	x
Flex Spending Accounts (FSA) - Medical	x	x					x	x
FMLA (minimum 1250 hrs, 1 yr service)	x	x	x	x			x	x
FPPA (Police Only)							x	x
FPPA (457 (Police Only)							x	x
Holiday Pay		x	x	x	x	x		x
Jury Duty - full pay	x	x	x	x	x		x	x
Life Insurance - paid	x	x					x	x
Life Insurance (PERA) - voluntary	x	x	x	x	x	x	x	x
Long Term Disability (LTD)	x	x					x	x
Medical, Dental, Vision Insurance	x	x					x	x
Military Leave (paid)	x	x	x	x	x	x	x	x
PERA	x	x	x	x	x	x		

PTO (Paid Time Off)	x	x			x	x
Discounted Employee Ski Passes	x	x	x		x	x
Discounted Peaks Spa Membership	x	x			x	x

Eligible Dependents Dependents eligible for coverage under the Town group health plan, employee assistance program, and other Town benefits are as follows:

1. The employee's lawful spouse, as defined in the State that you reside; provided that:
 - a. the spouse is not legally separated from the employee, and
 - b. the employee is eligible to claim a marital status of marriage on their Federal Income Tax Return as a result
2. Common-law spouse verified by valid affidavit
3. A covered *employee's* Civil Union partner, who meets the requirements of Colorado's Civil Union Act, on a post-tax basis; verified by civil union certificate
4. A covered *employee's* married or unmarried: natural born, blood related child; step-child; foster child; a Civil Union partner's child; legally adopted child; child placed in the *employee's* legal guardianship by court order; or a child placed with the *employee* for purpose of adoption and for which the *employee* has a legal obligation to provide full or partial support; whose age is less than the *limiting age.

*The limiting age for each *dependent* child is 26 years of age.

Human Resources must be notified within twenty (21) days to add newly acquired dependents (birth, marriage, adoption, etc.). New dependents become effective on the date of their eligibility.

401(k) Plan

The Town participates in PERA's 401(k) retirement plan. Participation in the 401K plan is voluntary for eligible employees. Employees who participate in the 401K plan decide how much money they want to contribute, consistent with current IRS regulations and they control how their money is invested. 401K plan contributions will be automatically deducted from your paycheck and the Town will match that amount dollar for dollar based upon the table below. Employee and Town contributions are 100% vested immediately.

PLAN A Employees that were eligible for 401K PRIOR to April 1, 2008 may elect to stay on the previous plan as stated below or convert to the new plan:

- Employees in their first year of employment-eligibility who contribute to the 401K will receive an equal matching contribution up to 1% to their 401K.
- Employees in their second year of employment-eligibility who contribute to the 401K will receive an equal matching contribution up to 3% to their 401K.
- Employees in their third year of employment-eligibility who contribute to the 401K will receive an equal matching contribution up to 5% to their 401K.
- Employees in their fourth year of employment-eligibility who contribute to the 401K will receive an equal matching contribution up to 9% to their 401K.

PLAN B: Employees that are eligible for 401K on or after April 1, 2008 will receive the following match:

- Employees in their first year of employment-eligibility who contribute to the 401K will receive an equal matching contribution up to 2% to their 401K.
- Employees in their second year of employment-eligibility who contribute to the 401K will receive an equal matching contribution up to 3% to their 401K.

- Employees in their third year of employment-eligibility who contribute to the 401K will receive an equal matching contribution up to 4% to their 401K.
- Employees in their fourth year of employment-eligibility who contribute to the 401K will receive an equal matching contribution up to 5% to their 401K.

A 401K summary plan description booklet outlining all aspects of the plan is provided to all Group I and II employees upon hire. Additional information is available in Human Resources.

Employee Assistance Program (EAP)

The Town recognizes there may be times when employees need professional help with substance abuse and other personal or family matters. Therefore, the Town offers an Employee Assistance Program (EAP). All Town employees and their families are eligible for three (3) free counseling sessions per incident per year. Two financial counseling sessions with certified financial planners and two 30-minute consultations with an attorney are also included. It is not necessary to consult your supervisor before using the EAP. Employees may confidentially request information about the EAP from Human Resources. An employee may seek assistance directly from the EAP by contacting:

Triad, EAP

Phone: 877.679.1100 or 970.242.9536

Fax: 970.257.1157

Email: triadeap.com

www.triadeap.com

HorizonCare

Phone: 888.293.6948

www.horizoneap.com

login: standard

password: eap4u

Use of the EAP must be on the employee's own time and is not designed to be a substitute for good job performance or an excuse for not completing their work duties and responsibilities. Those employees initiating a request for assistance from the EAP prior to receiving a positive drug or alcohol test or any disciplinary action for violating Town policies will be given positive consideration for their attempt to obtain help.



Colorado Public Employer's Retirement Association (PERA)
www.copera.org * 1-800-759-7372

Colorado PERA is a qualified retirement plan that the Town contributes to in lieu of Social Security, as required by law. PERA pays interest on the employee contribution. Your PERA contributions are tax-deferred. It is your responsibility to keep PERA advised of any name, address or beneficiary changes.

FPPA Fire & Police Pension Association-FPPA (Police only)

The Town provides retirement, death, and disability and survivor benefits for its police officers through the Fire & Police Pension Association of Colorado (FPPA). As members of FPPA, police officers make a member contribution of 8% to FPPA matched by Town contributions. Employees may consult their FPPA member handbooks or contact Human Resources for more information regarding FPPA plan design and benefits.

FPPA 457 Plans (Police only)

FPPA offers a valuable plan for those members who want to save additional funds towards retirement.

PLAN A Employees that were eligible for 457 **PRIOR to April 1, 2008** may elect to stay on the previous plan as stated below or convert to the new plan:

- Employees in their first year of employment who contribute to the 401K will receive an equal matching contribution up to 1% to their 457.
- Employees in their second year of employment who contribute to the 401K will receive an equal matching contribution up to 3% to their 457.
- Employees in their third year of employment who contribute to the 401K will receive an equal matching contribution up to 5% to their 457.
- Employees in their fourth year of employment who contribute to the 401K will receive an equal matching contribution up to 9% to their 457.

PLAN B: Employees that are eligible for 457 as of or after April 1, 2008 will receive the following match:

- Employees in their first year of who contribute to the 401K will receive an equal matching contribution up to 2% to their 457.
- Employees in their second year of employment who contribute to the 401K will receive an equal matching contribution up to 3% to their 457.
- Employees in their third year of employment who contribute to the 401K will receive an equal matching contribution up to 4% to their 457.
- Employees in their fourth year of employment who contribute to the 401K will receive an equal matching contribution up to 5% to their 457.

Medical/Dental/Vision/Life Insurance Plan

The Town provides health, dental, vision and life insurance coverage for all eligible employees effective the first day of the month following 30 days of employment eligibility. Details about these coverage's are outlined in the summary plan information provided to each employee upon hire.

Dependents of the employees can obtain health, dental and vision coverage under the same group plan for a reasonable employee contribution. The dependent cost for coverage will be deducted from the employee's biweekly paycheck.

Specific information regarding the health/dental/vision plan is available at www.cebt.org and from the Human Resources department.

Dependent Eligibility

A dependent is eligible to be covered on the later of:

1. The date the *employee* is covered;
2. The date of the *employee's* marriage for a dependent acquired on that date.
3. The child's date of birth
4. The date a court order places a child in the *employee's* home. The child must be under the *employee's* legal guardianship
5. The date a child is legally adopted
6. The date a valid court order is issued which requires the *plan* to provide coverage
7. For a Civil Union partner, the date you meet the definition of dependent as stated in the plan

Dependents may only be covered if the employee is covered. Late enrollment may result in a delay of coverage.

Changes in Eligibility / COBRA Coverage

Employees must notify Human Resources immediately regarding ANY CHANGE IN ELIGIBILITY.

Qualifying events include:

- ◆ Marriage, divorce, or legal separation
- ◆ Death of any dependent

- ◆ Birth or adoption of a child
- ◆ Total disability
- ◆ Retirement
- ◆ Medicare eligibility
- ◆ Attainment of maximum age of the employee's dependent child.

Failure to inform Human Resources of a qualifying event may result in a dependent being uninsured. Qualifying events allow dependents to remain on our plan by electing COBRA coverage.

Coverage under COBRA for an employee and dependents may be elected for up to 18 to 36 months depending on the nature of the qualifying event. Please contact Human Resources with any questions you may have regarding COBRA coverage.

Upon termination of employment, all medical benefits will cease at the end of the month unless the employee elects to continue their coverage at their own expense under COBRA, for up to 18 months. Termination of continued coverage will occur if:

- The employee becomes covered under another group health plan,
- The employee becomes eligible for Medicare, or
- The employee fails to pay the monthly coverage premium.

Flexible Spending Plans

The Town offers eligible employees the opportunity to participate in flexible spending plans. Employees become eligible to participate in the plans on the first day of the month following thirty days of employment eligibility. These plans enable participants to pay health care and dependent care expenses with pre-tax dollars rather than after-tax dollars. The plans require advance annual enrollment and money not used during the period specified in the plan document is forfeited. Open enrollment is in November/December each year for the following year.

The Town currently offers three Flexible Spending (Section 125) Plans:

Premium Only Plan

This salary reduction plan converts employee premiums for health and/or dental benefits from an after-tax to a pre-tax basis. Employees who pay for health premiums are automatically included in this Plan, unless an employee specifically requests to be omitted from the Plan.

Health Plan

This plan allows employees to designate a portion of their income, up to a maximum amount allowed per year, to be placed into their flexible spending account. This money can be used to pay for medical expenses, such as dental care, vision care, coinsurance, deductibles, and over-the-counter and prescription drugs that are not covered by other insurance.

Dependent Care Plan

This plan allows employees to designate a portion of their income, up to a maximum amount allowed per year, to be placed into their flexible spending account. This money can be used to pay for eligible child or eldercare expenses.

In the event the above information conflicts with the actual terms and conditions of coverage, the latter governs. For more information, please refer to the Summary Plan Description, or contact Human Resources.

Paid Time-Off (PTO)

The Town strives to provide equity, consistency, and flexibility in the delivery of benefit alternatives to Town employees. Where appropriate, certain benefits have also been designed to incorporate employee tenure to recognize and reward long-term service to the Town. All eligible employees accrue PTO based on the schedule as set forth below, not including overtime and leaves of absence.

It is the policy of the Town to provide employees necessary time away from work. This policy is implemented by means of the PTO plan, which covers all paid PTO previously available under the Town's PTO and PTO policies.

PTO can be utilized for any purpose, subject only to necessary request/ approval procedures consistent with the Town of Mountain Village Employee Handbook.

PTO Accrual - Plan A (Employees hired-eligible prior to November 3, 2013)				
Years of Service Eligibility	Annual Accrual Rate (hours)	Hourly Accrual Rate	Maximum Bankable Hours	PTO Payout Cap
0 – 1.99 years	192	0.0923	384	120
2.0 – 2.99 years	208	0.1	416	152
3.0 – 3.99 years	216	0.1038	432	184
4.0 – 4.99 years	224	0.1076	448	216
5.0 – 5.99 years	232	0.1115	464	224
6.0 – 6.99 years	240	0.1153	480	280
7.0 – 7.99 years	248	0.1192	496	340
8.0 – 8.99 years	256	0.123	512	340
9.0 – 9.99 years	264	0.1269	528	340
10.0 – 10.99 years	272	0.1307	544	400
11.0 – 11.99 years	280	0.1346	560	400
12.0 – 12.99 years	288	0.1384	576	400
13.0 – 13.99 years	296	0.1423	592	400
14.0 – 14.99 years	304	0.1461	608	400
15.0 – 15.99 years	312	0.15	624	460
16.0 – 16.99 years	320	0.1538	640	460
17.0 – 17.99 years	328	0.1576	656	460
18.0 – 18.99 years	336	0.1615	672	460

Form.

19.0 – 19.99 years	344	0.1653	688	460
➤ 20 years	352	0.1692	704	520

PTO Accrual - Plan B (Employees ~~hired~~ eligible on November 3, 2013 or later)

Form

Years of Service <u>Eligibility</u>	Annual Accrual Rate (hours)	Hourly Accrual Rate	Maximum Bankable Hours	PTO Payout Cap
0 – 1.99 years	192	0.0923	384	124.8
2.0 – 2.99 years	208	0.1	416	129.6
3.0 – 3.99 years	216	0.1038	432	134.4
4.0 – 4.99 years	224	0.1076	448	139.2
5.0 – 5.99 years	232	0.1115	464	144
6.0 – 6.99 years	240	0.1153	480	146.4
7.0 – 7.99 years	248	0.1192	488	148.8
8.0 – 8.99 years	256	0.123	496	151.2
9.0 – 9.99 years	264	0.1269	504	153.6
10.0 – 10.99 years	272	0.1307	512	156
11.0 – 11.99 years	280	0.1346	520	158.4
12.0 – 12.99 years	288	0.1384	528	160.8
13.0 – 13.99 years	296	0.1423	536	160.8
14.0 – 14.99 years	304	0.1461	536	160.8
15.0 – 15.99 years	312	0.15	536	160.8
16.0 – 16.99 years	320	0.1538	536	160.8
17.0 – 17.99 years	328	0.1576	536	160.8
18.0 – 18.99 years	336	0.1615	536	160.8
19.0 – 19.99 years	344	0.1653	536	160.8
➤ 20 years	352	0.1692	536	160.8

Use of PTO

- ◆ PTO is accrued on a per hour basis up to 80 hours and may be used subsequent to the payroll in which it was earned.
- ◆ PTO time is available for an employee's absence due to a minor illness or injury. In the event an employee is absent for more than three days or in cases of excessive absenteeism, medical certification from a healthcare provider must be provided by the employee if requested by the employee's supervisor or Department Head. The Department Head may also require certification from a physician that the employee is capable of returning to work. (See FMLA)
- ◆ PTO will continue to accrue up to the Maximum Bankable Hours listed above but only the number of hours set forth below will be paid out at termination:
 - Non-scheduled use must be requested prior to the beginning of a shift or per departmental practices. Non-scheduled PTO requests may be denied depending on staffing needs.

- Employees receiving Workers Compensation may use accrued PTO hours to return to 100% of their net salary.
- An employee taking an unpaid leave of absence must use all accrued PTO hours before beginning the unpaid leave.
- Supervisors have the authority to encourage and/or deny use of PTO during critical times.

Termination Benefits

Upon termination of employment with the Town, PTO will be paid at the employee's hourly wage based upon the PTO Payout Caps listed above.

Termination pay cannot be used to extend the employee's date of termination beyond the last scheduled workday.

Donated PTO Policy

The intent of this section is to allow for the transfer of accrued PTO from one employee to the paid time off account of another employee who has a need for additional paid PTO because he/she has exhausted all paid PTO. The donation of accumulated PTO can be done only on a dollar for dollar basis. The employee requesting donated PTO shall submit a request to Human Resources authorized by the recipient's Department Head. PTO may be donated to all employees including seasonal and part-time employees subject to all terms and conditions contained in this policy.

Employees may also contribute to a Donation Bank. All employees may be eligible recipients of the Donation Bank. Requests for PTO donations from the bank must be submitted to Human Resources. Donations must be approved by the department directors/supervisors.

The Town Manager reserves the right to determine eligibility for donation transfer on a case-by-case basis. Exercise of the donation policy shall not establish precedent or practice and shall not be subject to the grievance procedure.

Donated PTO Terms and Conditions

1. Donations may be from accrued PTO and will be credited to the recipient's PTO account. Donations will be subject to policies that govern the PTO policy.
2. The recipient must first use all accrued PTO before being eligible to receive donated PTO.
3. Employees receiving worker's compensation, disability, or other similar benefits are not eligible to receive donated PTO.
4. Any donation of PTO must be at least four hours and not more than forty hours per year from any one donor to any one employee unless approved by the Town Manager. Department Directors/Supervisors must authorize the donation of PTO to their employees.
5. The donor must maintain at least 40 hours of PTO in their own account.
6. The donated PTO will be transferred at the donor's pay rate and used at the recipients pay rate.
7. Donations may be made retroactively, but no more than sixty days retroactively.
8. Names of donors and recipients will not be revealed unless the donors and recipients choose to do so in writing.
9. Employees are only eligible to receive donated PTO for normal work hours lost.
10. Employees will be allowed to receive up to 480 hours of donated PTO annually. Any donation of PTO must be approved by the recipient's Department Head/Supervisor.
11. Donated PTO hours do not qualify for cash payout upon termination.

Unpaid Time Off

Employees may, with their supervisor's approval, take unpaid time off from work; however, employees are required to exhaust all PTO first. During these brief periods of time the Town will continue to provide employee insurance benefits for Group I & II employees with the understanding that the employee will return to work at a predetermined scheduled time. However, the employee must make arrangements to make payments for any dependent coverage cost he/she may be carrying when payment by payroll deduction is not possible. If the employee fails to return to work following unpaid time off, the employee will be held responsible for repayment of all benefit costs incurred by the Town during the employee's absence. The employee will not accrue PTO during unpaid time off since PTO is based upon hours worked.



PERA Short Term Disability (STD) (all employees except Police)

Colorado PERA members with five or more years of earned service credit are covered by short term disability (STD) insurance and a disability retirement benefit. STD may provide reasonable income after you have been unable to work for 60 days. STD lasts a maximum of 22 months. The maximum income is 60% of your pre-disability earnings. www.copera.org

The Standard Group Long Term Disability Insurance (LTD)

At no cost to the employee, full time/year round employees (group 1, 2, 6 & 7) are automatically enrolled into the Town of Mountain Village Group Long Term Disability Insurance Program. This program provides employees with income protection if they are unable to work more than 90 days due to illness, physical disease, injury, pregnancy or mental disorder.

Ski Passes and Skiing Privileges (except Group 5 employees)

Employees are eligible for a discounted ski pass. All ski passes are a taxable benefit.

All passes are for use by employees ONLY. For those who are new to the mountain, the fastest way to lose your ski privilege is to sell, loan or give away your ski passes. Misuse or abuse of ski passes is closely monitored. Selling, loaning or giving away either your Season pass or the Day Passes is against the law. This type of ski pass misuse is called "Theft of Skier Services". For your own protection, you should know that selling, loaning or giving away a Day Pass is a Class III Misdemeanor punishable by six months in prison and up to a \$500.00 fine. Selling, loaning or giving away a Season Pass is a Class IV Felony Theft carrying a maximum penalty of up to six years in prison and a minimum fine of \$2,000.00. In addition to these penalties other additional disciplinary actions may also occur.

Discounted Spa Memberships at the Peaks Resort

All full time, year round employees are eligible for an annual spa membership at a reduced rate through biweekly payroll deductions. Contact Human Resources for more information.

Employer Assisted Housing Program

An employee may be eligible for housing assistance towards the purchase of a home in Mountain Village depending on the Town's available funding. Contact Human Resources for more information.

Unemployment Insurance

The Town contributes a percentage of employee's wages to the state to provide unemployment benefits if an employee becomes unemployed through no fault of their own. Eligibility for benefits is an individual determination made by the appropriate state agency.

PAY

This section of your handbook explains how payroll is administered, defines Employee Classification Groups, outlines Employee Benefits and explains Eligibility.

Employee Information Changes

Employees are required to contact the Human Resource Department if changes occur in the following information:

- ◆ Marital status
- ◆ Dependent insurance coverage information
- ◆ W-4 or 401(k) contribution
- ◆ Address, telephone or other contact information
- ◆ Driver's license or identification renewal
- ◆ Completion of education, credential or training program
- ◆ Beneficiary changes
- ◆ Bank information for direct deposit

In some cases, your insurance eligibility or other dependent coverage options may be affected by inaccurate information.

Garnishments and Attachments

By court action, a creditor may require the Town to withhold a certain percentage of your pay. If garnishments or similar proceedings are instituted against an employee, the Town will deduct the required amount from the employee's paycheck. Garnishment actions are conducted in compliance with appropriate federal and state laws.

Holiday Pay Dates

It is the policy of the Town to provide employees with certain holiday pay dates. Employees must work their regularly scheduled shift prior to and after the holiday to be eligible for the holiday pay rate. All non-exempt employees of the Town shall receive time and one half if they work on the following designated official holiday pay dates:

Holiday
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

If an employee does not work on a holiday pay date they must use PTO if they want to be compensated for that day.

Compensation and Calculation of Holiday Pay

When a non-exempt employee is scheduled to work an official holiday pay date, the employee shall be paid time and one-half for the hours worked. (i.e. An employee that makes \$10.00/hr will be paid \$15.00/hr for working a designated holiday pay date). If overtime is worked on a holiday over forty

hours, the overtime hours will be paid at 2.25 times the regular pay rate (i.e. if an employee that makes \$10/hr works 36 hours of regular time, and 8 hours on a holiday pay date he/she will be paid \$15/hour for 4 hours and \$22.50 for the 4 overtime hours). *Pre-approval by the Town manager is required for exempt employees to receive holiday pay.*

~~When a police department employee is scheduled to work a holiday pay date, the employee will be paid time and one-half for the hours worked and will also be required to take an equivalent amount of PTO time (effectively getting paid 2.5 times their regular rate). The policy for overtime worked on a holiday pay date as stated above will also apply to non-exempt employees of the police department. Working on a holiday must be pursuant to a regular work schedule or authorized by the Department Head/Supervisor.~~

Lost Paychecks

Employees are responsible for their paychecks once they have been received from the supervisor. If an employee loses a check, they should immediately notify their supervisor. Employees should not expect to receive their replacement paycheck until five working days after a check has been reported lost. This delay is due to the amount of time required to stop payment on one check and to issue a new one.

ON CALL DUTY & ON CALL PAY (except police)

The safety sensitive and customer service nature of many of our departments dictates the need for twenty-four hour, seven-day coverage. These departments operate fully staffed during normal business hours and require coverage by "On Call" personnel after hours, on holidays and weekends. The term "On Call" means that an employee carries an electronic communication device (i.e.: cellular phone, pager or radio) and responds to whatever calls may come in after hours. This response is made first by phone and, if necessary, secondly by going into work and physically addressing whatever the problem might be. In instances where calls come in reporting severe or emergency conditions, an employee should contact their supervisor and report as to the condition. Supervisors should discuss with employees the types of situations constituting a severe or emergency condition, for which the Supervisor should be contacted.

Exempt (salaried) personnel performing "On Call" duties are not eligible for additional compensation for time spent being "On Call", for being called out or for overtime in accordance with applicable federal wage and salary guidelines.

Eligible non-exempt (hourly) employees performing "On Call" duties are eligible for additional compensation for being "On Call", for being called out and for overtime hours (hours spent over their normal 40 hour work week). Non-exempt employees will be compensated in the following manner and at the following rates:

"On Call" Pay for non-exempt employees

Departments with 7 day week coverage

\$10.00 per day for after hour on call duty

Departments with 5 day week coverage

-\$10.00 per day for after hour on call duty on days the employee is regularly scheduled to work.

-\$25.00 per day on days the employee is not regularly scheduled to work and there is no day time coverage, and when the employee is required to respond 24 hours a day

“Call Out” Pay for non-exempt employees

“Call Out” pay for non-exempt employees is paid at the regular hourly rate up to 40 hours per week. Employees will be paid at 1 ½ times the regular hourly rate over 40 hours per week.

On Call Staffing:

The “On Call” schedule for each department may be staffed by management personnel, supervisory personnel or hourly personnel at the discretion of the department manager/supervisor.

OVERTIME COMPENSATION

From time to time, employees may be required to work overtime. In these instances, employees are given as much advance notice as practical. Non-exempt employees are paid at the rate of one and one-half times their regular rate for hours worked in excess of 40 during the established workweek. For purposes of calculating overtime, only hours actually worked are counted.

Town employees may elect, at their own discretion, to work in jobs outside their regular duties and departments without incurring overtime. The extra work must be completely separate from their regular job and must be very occasional. There is no set number of hours for these sporadic assignments, however, they should be relatively minimal.

Non-exempt (Hourly) Employees

All non-exempt employees (employees paid on an hourly basis), with the exception of Police Officers, will be compensated at an overtime rate of one and one-half times their regular rate for all hours worked in excess of 40 hours per week. A week is defined as Sunday through Saturday. Time paid but not worked (i.e. PTO and/or jury duty) will not be counted as hours in calculating weekly overtime. All overtime must be pre-authorized by a supervisor.

Exempt (Salaried) Employees

Exempt employees are not subject to overtime provisions. No overtime will be paid for hours worked in excess of 40 hours per week.

Compensatory time may be granted for extra hours worked under certain circumstances, entirely through the generosity of the Town and only with the pre-approval of the direct supervisor and Town manager. Approved compensatory time may only be taken during the pay period in which the extra time worked is incurred and cannot be carried over to future pay periods.

Overtime Pay for Police Officers

Police Officers are paid overtime at a rate of time and one half for hours worked in excess of eighty hours per two-week pay period. A two-week pay period for Police Officers is defined as Sunday of one week through Saturday of the following week. Time paid but not worked (e.g., PTO, jury duty) will not be counted as hours in calculating weekly overtime. All overtime must be pre-authorized by a supervisor.

Pay Period and Paydays

Employees are paid on a biweekly basis. The pay period runs from Sunday through Saturday. Actual paydays are regularly scheduled for the Friday following the close of the pay period the previous Saturday. Employees may obtain their paychecks and/or pay statements directly from their supervisor. For the employees’ convenience, we offer the option of having paychecks automatically deposited to bank account(s). Employees that also opt to receive an electronic statement can view/print their direct deposit statement via online employee self service.

Payroll Deductions

Applicable federal and state taxes are withheld from your paycheck each pay period. The law requires that a specified amount be withheld for Medicare Tax and Public Employees Retirement Association (PERA) benefits. The number of exemptions each employee claims on their W-4 form determines the amount of federal and state withholding.

If you need to increase your federal or state withholding or change the number of exemptions claimed, you must initiate the changes online in Ultipro or notify the Human Resources Department and complete the required forms.

Payroll Disruption

If the Town experiences computer failure or some other complication that could cause disruption of the paycheck distribution schedule, the Town will use its best efforts to distribute the paychecks within forty-eight (48) hours of the affected payday.

Time Reporting

All employees are required to record the hours worked and project tasks via time clock, computer, or phone. Time utilized commuting to and from the workplace is not considered hours worked. Scheduled time off for any employee must be taken as PTO or unpaid leave. All timesheets must reflect the actual hours worked. The accuracy of employee time reporting is the responsibility of the employee.

The supervisor is responsible for verifying, approving and submitting time records no later than 10 am on the Monday prior to payday. If there is a discrepancy between times shown on the time record and the employee's paycheck, employees should notify their supervisor immediately. If an employee has not recorded their time properly, adjustments may be made to the next paycheck if appropriate.

Do not punch "In" before starting a shift more than seven minutes before the normal start of that shift. For example, if your shift begins at 8:00 a.m., do not punch "In" before 7:53 a.m. unless instructed otherwise by your supervisor.

Punch "Out" as soon as possible following the completion of your shift. Normally, this should not be more than seven minutes following the end of your shift, unless you are authorized to work overtime.

Employees may not punch another person's time card. Employees may not falsify information on time cards. Should an employee punch another person's time card by mistake, the employee must notify their supervisor immediately. Falsification or tampering with time records or violation of this policy is subject to disciplinary action including termination.

Tips, Commissions or Fees

The solicitation or acceptance of unauthorized tips, commissions, fees, or items of monetary value from guests, representatives, suppliers, or any other source, as compensation for services rendered is improper and illegal. (See Code of Ethics Policy)

TRAVEL & TRAINING COMPENSATION POLICY

Employee Development

Employees may be given the opportunity to develop their work capacity so that they can improve and extend their contribution to the employer. The department head must approve in advance any employee training to determine the value to the employee and Town.

A completed *Per Diem Travel Expense Form* with department head approval is necessary for any reimbursement. Cash advances may be allowed if requested at least 48 hours in advance. Expenses for alcoholic beverages and personal entertainment are not reimbursable. Mileage for use of a personal vehicle is reimbursable at the current IRS rate. Registration fees and/or airfare are generally paid by check before the trip.

TIME OFF

Absence Requests

Requests for absence from work must be submitted to the supervisor. Supervisors have the authority to grant or deny requests based upon a variety of factors including but not limited to: department staffing considerations, reason for needing the absence, whether the employee has adequate PTO accrued to accommodate the request, tenure with the Town, etc. Failure to submit absence requests in a timely manner may result in requests being denied.

Bereavement/Funeral

All full time, year round employees will be granted up to five days (40 Hours) of paid leave to ~~attend a funeral~~, due to a death of an immediate family member. "Immediate family" is defined as follows: spouse, children, parents, brothers, sisters, grandchildren or grandparents of either employee or employee's spouse. This paid leave is in addition to any PTO the employee may be eligible for. The Town reserves the right to request proof of such death. Pay will be calculated based on straight time of the employee's normally scheduled work week.

Employees are also allowed up to four hours of paid leave to attend a fellow employee's funeral service. Time off is subject to supervisor approval. Employees are required to use PTO if they need additional time.

Domestic Abuse Leave

Employees subject to domestic abuse may be eligible for a leave of absence. Please see the Human Resource Department for more information.

Extended Leaves of Absence

Full time, year round employees may, in certain circumstances, be granted an extended leave of absence that is voluntary time off without pay. Such leaves may be for furthering of education, family hardships, etc. Health, dental and vision benefits will remain in force if the individual makes prior arrangements to pay their share of the costs.

Individuals may be reinstated to their original job or to a position of like status and pay without loss of seniority, if they return to work within a period of six weeks. Time spent on personal leave must be applied to accrued PTO. The supervisor and the Town Manager must approve all personal leaves of absence.

Jury Duty

Employees will receive the necessary time off for jury duty. Any employee who is summoned for jury duty or subpoenaed in connection with his or her employment during regularly scheduled work time will be compensated for scheduled hours. When summoned, employees should notify and submit a copy of the summons to their immediate supervisor. If excused from jury duty during regular working hours, employees are expected to return to work. Employees will receive their normal pay for all jury duty

hours worked that coincides with their regularly scheduled work time. Employees must endorse all jury duty compensation checks to the Town or have the amount deducted from their pay.

Family and Medical Leave (FMLA)

The Town provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- Incapacity due to pregnancy, prenatal medical care, or child birth.
- To care for the employee's child after birth, or placement for adoption, or foster care.
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition.
- Serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the National Guard or Reserves may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Eligible employees may also take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred or aggravated in the line of duty on active duty. Covered service members also includes veterans who were members of the Armed Forces, National Guard, or Reserves at any time during the period of five years preceding the start of treatment, recuperation, or therapy.

The injury or illness must make the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list. In the case of a veteran, the qualifying illness or injury must be incurred or aggravated in the line of duty and manifest itself before or after the service member becomes a veteran.

Benefits and Protections

During FMLA leave, the Town maintains the employee's health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium while on leave. If the employee is able but does not return to work after the expiration of the leave, the employee will be required to reimburse the Town for payment of insurance premiums during leave.

Upon return from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Certain highly compensated employees (key employees) may have limited reinstatement rights.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave. As with other types of unpaid leaves, paid leave will not accrue during the unpaid leave. Holidays, funeral leave, or employer's jury duty pay are not granted on unpaid leave.

Eligibility Requirements

Employees are eligible if they have worked for the Town for at least 12 months and for 1,250 hours over the previous 12 months.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents a qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive full calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

The maximum time allowed for FMLA leave is 12 weeks in the 12-month period. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Town's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis. Employees taking intermittent or reduced schedule leave based on planned medical treatment and those taking intermittent or reduced schedule family leave with the Town's agreement may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

Substitution of Paid Leave for Unpaid Leave

The Town requires employees to use accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the Town's normal paid leave policies. FMLA leave is without pay when paid leave benefits are exhausted.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Town's normal call-in procedures. Employees must provide sufficient information for the Town to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Town if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees also may be required to provide a certification and periodic recertification supporting the need for leave. The Town may require second and third medical opinions at the Town's expense. Documentation confirming family relationship, adoption, or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in

disciplinary action in accordance with the Town's attendance guideline. Employees on leave must contact the Human Resource Director at least two days before their first day of return.

The Town's Responsibilities

The Town will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. The Town will provide a reason for the ineligibility if they are not eligible. The Town will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Town determines that the leave is not FMLA-protected, the Town will notify the employee.

Unlawful Acts

FMLA makes it unlawful for the Town to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA.
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the Town. FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

Non-Work Related and Non-FMLA Leave

Employees who have not worked 12 months or 1,250 hours are not eligible for the Town's FMLA guideline. New employees requiring non-work related medical leave may have up to two (2) weeks unpaid time off without jeopardizing their employment status. Employees requiring more time off than two weeks may be involuntarily terminated in order to allow the Town to address staffing needs. Employees terminated under these circumstances may be eligible for consideration for future positions once they are able to return to work.

Any employee requiring non-work related medical leave must produce a doctor's excuse in order to receive approval for that leave. Upon the employee's return to work, they must produce a doctor's release for full or modified duty.

Military Leave

Employees granted a military leave of absence are re-instated and paid in accordance with the laws governing veterans' re-employment rights.

Parental Involvement Leave

Eligible employees may be granted parental involvement leave to attend academic activities for school aged children. To be eligible, an employee must work in a nonexecutive or nonsupervisory capacity and be the parent or legal guardian of a child enrolled in either public or private school grades K-12 or certain nonpublic home-based educational programs. Employees can take leave for the following academic activities: Parent-teacher conferences and meetings about special education services, response to intervention, dropout prevention, attendance, truancy, or disciplinary issues.

Use of Leave

Full-time employees may take up to a maximum of 18 hours in an academic year to attend such activities. Part-time employees may take leave on a prorated basis. Employees may not take more than six hours of leave in any one-month period and leave may not be taken in increments of longer than three hours.

Paid Leave Substitution

The Town requires employees to use accrued paid time off (PTO) if available while taking Parental Involvement Leave.

Notice Requirements

Except in emergencies, employees are required to provide at least one calendar week's advance notice of the need for leave. Employees must provide written verification of the academic activity from the school or school district. In emergencies, employees are required to provide notice and written verification from the school as soon as possible after learning of the need for leave. Employees are required to make a reasonable attempt to schedule academic activities outside regular work hours.

Limitations on Leave

The Town may limit the ability of an employee to take Parental Involvement Leave in cases of emergency or in other situations where the employee taking leave may endanger a person's health or safety or in a situation where the absence of the employee would result in a halt of service or production.

Voting

The Town will give an employee time off to vote. The employee will be paid for working time he or she is required to miss in order to vote. The employee is required to apply for the leave before the day of election and the supervisor may specify the hours that the employee may be absent, provided, however, that the hours shall be at the beginning or end of a shift if the employee so requests.

WORK ENVIRONMENT

APPEARANCE

The Town believes an employee's dress and grooming should be appropriate to the work situation. Radical departures from what the Town considers conventional dress or grooming are not permitted, regardless of the nature of the job performed.

Personal appearance is important to maintaining our commitment to excellence, and our commitment to a professional image. While appearance is a matter of personal taste and personal pride, certain standards must be adhered to. You may be required to wear a specific uniform, however if you are not, you are expected to have a "resort casual" appearance. In that respect, the following list is a partial list of inappropriate attire/styles:

- Extremely "short" shorts, skirts and dresses.
- Extremely low cut blouses or shirts with cleavage or chest hair showing.
- Clothing that reveals undergarments (or lack thereof).
- Frayed, worn-out or overly faded clothing.
- Belts, chains, or other attachments that could become a safety issue.
- Excessive ear piercing (more than three earrings per ear).
- Any overly extreme hairstyles, dress or jewelry.

- Flip-flops, thongs or sandals worn in safety sensitive areas are not permissible. These types of shoes may only be worn where job appropriate and where safety standards permit.

All employees should wear their hair clean and neatly groomed so that it does not interfere with operational duties or the professional image of the employee. Departmental guidelines may require certain hair restrictions due to health and safety requirements at the direction of their department supervisor/manager. Hair must be of a natural color.

Name Tags

Failure to wear a provided nametag or wearing another person's nametag is not acceptable. If you lose your nametag please notify your supervisor immediately so that a replacement can be obtained.

Front line employees are asked to wear buttons to be more visible for guests, visitors, and residents.

ID Cards

Employees are issued Town employee identification cards when required by their position. Upon termination employees must return cards to Human Resources.

Uniforms

Many employees are required to wear a uniform during working hours, furnished by the Town. When uniforms and other Town owned equipment are issued, employees will be asked to sign a uniform/equipment log identifying each item received its value and the Town's policy regarding return of these items to the Town. The uniform/equipment log clearly states that the value of any items not returned to the Town may be deducted from an employee's final paycheck

Employees are responsible for the maintenance of all uniforms and equipment assigned to them. All uniform and employee clothing shall be in good condition, free of stains, rips, holes and excessive wear. It is the responsibility of each Town employee to maintain his/her uniform work clothing in a neat, clean, and identifiable condition. Replacement of worn, tattered or stained clothing may be arranged with the supervisor upon the return of the excessively worn or stained clothing at the supervisor's discretion.

Department Managers and Supervisors are responsible for department inventory of all uniforms – issuing at hire and collecting upon termination. Employees will be charged for all items not returned.

ATTENDANCE & PUNCTUALITY

Excessive absenteeism and late attendance places a huge burden on other employees and on the Town. In many cases, working short staffed compromises employee safety and it is detrimental to the quality of guest service we provide the public and our customers. Each employee is expected to be prompt and regular in attendance. Your attendance and punctuality record will be a key consideration in granting pay raises, promotions or transfers. Personal appointments should be scheduled during the lunch hour or after work hours, whenever possible. If scheduling a personal appointment during working hours is absolutely necessary, advance approval from your supervisor is required.

The Town has a strict policy relative to an employee's failure to report to work. As soon as you know that you will be absent or late to work, you must telephone your supervisor to report your absence or lateness. Permission not to report to work must be obtained directly from your supervisor. Leaving a message with non-designated employee is not acceptable. Failure to promptly report your absence or lateness will not be tolerated. Your supervisor will determine what constitutes an excused or unexcused

absence. The Town reserves the right to make allowances, at its sole discretion, for what it considers emergency or extraordinary circumstances.

LUNCH PERIOD (Does not apply to Police)

The supervisor will determine when, during your shift, you may take your lunch period. Lunch periods are not paid by the Town unless the employee is required to take a working lunch. Employees who take their meal breaks at their desks are asked to refrain from working during that time. The Town encourages employees to leave their work area during meal time. On the rare occasion that an employee must work through lunch, due to staffing shortage or other considerations, the employee will be paid for the portion of their lunch time worked. Prior authorization is required before employees work overtime or through meal breaks. Employees who abuse this regulation may be subject to disciplinary actions.

COMMUNICATIONS SYSTEMS

The communication systems are property of the Town and intended for business use. Therefore, the Town maintains the ability to access any computer files, use of software, Internet usage, e-mail and voice mail. Although employees may select individual passwords, employees should not assume that such files are confidential. However, other than management employees acting on behalf of the Town, employees should not attempt to gain access to another employee's computer, Internet files, e-mail or voice mail without the latter's permission.

All computer users' "Windows password" must be changed at least once every 90 days. You will be prompted to change your password.

All information regarding access to the Town's computer resources, such as user identifications, modem phone numbers, access codes, and passwords are Town confidential information and may not be disclosed to non-Town personnel.

Email

Because the Town provides the e-mail system to employees to help them with the performance of their jobs, it should be used for official Town business. Incidental and occasional personal use of email is permitted. However, employees should be aware that these messages will be treated the same as business messages, and subject to review at any time without notice. Employee correspondence on email may be a public record under the public records law and may be subject to public inspection.

Also, employees cannot control where their messages will ultimately end up. For example, a message meant for one person can be mistakenly sent to the wrong individual(s), or the message can be forwarded to unintended recipients. In addition, e-mails that were deleted are stored elsewhere on the system.

Personal Use of the Internet

Use of the internet must not interrupt the operation of the Town network or the networks of other users. It must not interfere with employee's productivity.

Software and Copyright

The Town licenses, and does not own the software it utilizes. Therefore, use of the software must be in accordance with the applicable Software Agreements or as directed by the Town's designated Software Manager.

Employees must not use the Town's technology resources to copy, retrieve, forward or send copyrighted materials unless the employee has the author's permission.

Unauthorized Use

Employees are not permitted to visit websites or send electronic e-mail that is deemed by management as inappropriate or in violation of other Town guidelines (such as pornography or online gambling). We reserve the right to determine when an employee is using the Town communications inappropriately.

Passwords:

The Town's Computer system requires the use of "complex passwords". "Complex passwords" require three of the following four characters (upper case, lower case, numeric and special character) be contained in your password. The password also must be at least eight characters in length. Passwords are required to be changed every 90 days.

It is the employee's responsibility to protect their password (IE. DO NOT give out your password to anyone or write it down whereas someone could obtain it).

Password Responsibility

It is the employee's responsibility to protect their password (IE. DO NOT give out your password to anyone or write it down whereas someone could obtain it).

Website Blocking

An Internet filtering system has been deployed which will block "known" infected websites. Other sites have also been blocked based on categories. This will be an ongoing process in determining which categories to block. Initially the following categories have been blocked: Adware, Dating, Gambling, Games, Hate/Discrimination, Nudity, P2P File/Music sharing, Pornography and Web Spam. Attempting to access a blocked page will cause this message: "Sorry, [domain] has been blocked by your network administrator".

Note: Use of the Internet can be important for completing job functions. This web filtering project is not intended to prevent you from doing your job or to make your job harder. It is intended to protect the system and the users of the system. Therefore, if you need to access a website and it is blocked, please notify your supervisor who in turn will notify me. With supervisor approval, these sites will be unblocked as needed.

Please contact your manager or human resources with any questions.

Email Security Tips

Have separate email accounts:

Have separate email accounts for work and personal activity. Having separate email accounts will not only help boost your security, but also your productivity. Imagine if you could consolidate all of your work emails into a single work account; all of your friends and family communicate with your personal account; you have a recreational account for various websites; and a throwaway account for potential spam links. This way, if someone hacks your work account, all of your personal emails are still safe.

Unique Passwords:

You should use a unique password for each account that you setup. If your password is compromised, only that account will be affected.

Beware of Phishing Scams:

Basically, malicious users will imitate and impersonate high-profile websites (e.g., eBay, Amazon, Facebook, etc.) and say that they're experiencing trouble with your account; all you have to do to fix it is to send them your username and password to verify your authenticity. Sometimes they'll even link you to a false website that looks *exactly* like the real thing.

Be wary. In fact, whenever your personal information is ever brought up in a non-face-to-face capacity, your scam detector should go off loud and clear.

Outlook Setting:

Disable auto preview pane. If a suspicious message is received, it can be deleted without being opened.

Do Not Open Unsolicited Attachments:

Attachments are a tricky thing when it comes to email. If you're expecting something from a buddy or an uncle, then sure, go ahead and open the attachment. Have a laugh at the funny photo they sent you. It's all good when you are expecting the attachment. But if the email is unsolicited, *never* open any attachments. Even if the file looks innocent, you could be in for a world of hurt. Filenames can be spoofed. JPEGs could be EXEs in disguise and those EXEs will run as soon as they're downloaded. And then you'll have a virus on your hands.

Avoid Public Wi-Fi:

Avoid checking your email when you're on public Internet. It can be tempting to whip out your smartphone or laptop and check for new messages. Unfortunately, public Wi-Fi can be extremely insecure. There are programs out there called "network sniffers" that run passively in the background of some hacker's device. The sniffer monitors all of the wireless data flowing through a particular network and that data can be analyzed for important information. Like your username and password.

Voice Mail

Employees are responsible to make certain their voice mail messages are reviewed in a timely fashion. When employees know that they are going to be out of the office for a day or more, they must leave messages on their voice mail stating when they will be returning messages, and who will be an alternate contact in the meantime.

Telephones/ Cell Phones

The Town provides cell phones to those employees who need them to perform their jobs. Such phones are intended for business use. In the interest of good business practice, personal telephone calls, including those made with cell phones, must be minimal and not interfere with employees' performance of their jobs. Where personal use of Town's phones cost the Town money, the Town is entitled to reimbursement. For safety reasons, employees should avoid the use of cell phones while driving.

In accordance with Colorado law, all drivers are prohibited from texting while driving.

Town cell phone numbers shall be published in the Town directory. Phone numbers remain with the Town upon termination.

CONFLICT OF INTEREST

A "conflict of interest" exists when the interests of the Town or the community it serves are compromised by an employee's involvement in outside interests, businesses or employment. Employees must report in writing any outside interests, businesses or employment to their supervisor and to the Town Manager so that any possible conflicts of interest may be identified.

An employee may engage in outside interests, businesses or employment only after the following has occurred:

- The employee has informed their supervisor and the Town Manager in writing,
- No conflict of interest is found to exist, and
- The employee has received written permission from the Town Manager to proceed.

Where there is the possibility of a conflict of interest an employee may be asked either to forgo outside interests, businesses and employment during their employment with the Town or to seek employment elsewhere. The Town believes that, in these instances, the community as a whole is better served by doing what is right rather than what is expedient or of direct personal gain.

DISCIPLINE/DISCHARGE

Occasionally performance or other behavior falls short of our standards and/or expectations. When this occurs, management takes action, which, in its opinion, seems appropriate.

Disciplinary actions can range from a formal discussion with the employee about the matter to immediate discharge. Action taken by management in an individual case does not establish a precedent in other circumstances. An employee's conduct is a major factor affecting the health and growth of the Town. It is also an important aspect of the Town's image within the community. When management finds an employee's performance is unsatisfactory or an employee's conduct is unacceptable, disciplinary action may be taken.

In the event that it becomes necessary to discipline an employee for unsatisfactory performance or violation of Town policies and procedures, one or more of the following disciplinary actions may be taken.

Verbal Reprimand – A verbal reprimand is usually considered the least serious form of disciplinary action. It is generally intended to inform the employee of the need for improvement in job performance or to confirm an employee's understanding and application of Town policies and procedures. The "Employee Disciplinary Notice" form is filled out as written documentation of a verbal reprimand, verifying that the employee has been informed and is aware of the issue in question. Goals for improvement are established and documented on the form. Both the supervisor and the employee may make comments on this form and both must sign it.

Written Reprimand – A written reprimand is a formal reprimand considered to be an appropriate disciplinary action to be taken for more serious job performance or Town policy infractions. This type of reprimand requires a counseling session with the employee during which the supervisor discusses the serious performance or policy related problem with the

employee. The "Employee Disciplinary Notice" form is filled out as written documentation of the written reprimand, verifying that the employee has been informed and is aware of the issue in question. Goals for improvement are established and documented on the form. Both the supervisor and the employee may make comments on this form and both must sign it.

Termination – While meant to be the exception rather than the rule, immediate termination without prior warning may be a justified course of action in light of the seriousness of the particular violation and for employees who are repeat violators of Town policies and work rules. The employee is clearly informed as to the reason(s) for termination during a counseling session with the Supervisor. The employee is given the opportunity to make their written comments and sign the "Termination Record" form.

Employees should realize that these general guidelines for disciplinary action must have a degree of flexibility as there are varying degrees of seriousness that pertain to performance and/or Town policy infractions. The Town does not have a policy of progressive discipline and reserves the right to handle each disciplinary issue on a case-by-case basis. The fact that the Town has or has not utilized any of these actions does not set any precedent and should not be relied upon in future disciplinary situations by any employee.

DRUGS AND ALCOHOL

The Town is committed to a safe, healthy and productive work environment for all employees that are free from the effects of substance abuse. Abuse of alcohol, drugs and controlled substances impairs employee judgment, resulting in increased safety risks, injuries and faulty decision-making. This includes working after the apparent use of marijuana.

In accordance with the Drug-Free Workplace Act of 1988, the Town prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during Town time, on Town premises, or other work sites.

Testing is an important element in the Town's efforts to ensure a safe and productive work environment. Please refer to the *Drug & Alcohol Policy- Safety Sensitive Employees* or the *Drug & Alcohol Policy- Non-Safety Sensitive Employees* as appropriate for your position. Contact the Human Resources Department or your supervisor if you have specific questions.

Parties & Activities

As a measure of The Town's responsibility to promote safety, the following standards have been established for Town sponsored parties and activities:

- Alcohol is allowed on Town premises ONLY for Town sponsored parties or activities. Town sponsored parties or activities shall be defined as Town sanctioned planned events with specific pre-approval by the Town Manager. All other possession and/or consumption of Alcohol on Town premises shall be considered in direct violation of the Town Drug and Alcohol Policy.
- A supervisor should be present at all times to monitor party guidelines and participants' behavior.
- Employees scheduled to work immediately following attendance at a Town sponsored party must refrain from the use of alcohol during the party.

- Employees attending a Town sponsored party who are not scheduled to work immediately following the party must exhibit good judgment in their alcohol consumption to ensure their capability of safe travel home.
- The only Town function that employees are paid to attend is the Annual Town Picnic, unless approved in advance by the Town Manager.

Employee Political Participation

The Town encourages employees to participate in matters of responsible citizenship. The Town will not interfere with the conduct of Town employees engaged in political activity, as long as the activities are confined to hours when the employees are not on duty, are not campaigning in their official Town uniforms, and that the activities do not impair the employee's job efficiency or that of others.

Employees whose principal employment is in connection with federally financed activities are subject to the following federal requirements as a condition of such employment.

1. Covered employees may not use their official authority or influence for the purposes of interfering with or affecting the results of elections or nominations for office.
2. In addition, they may not coerce, attempt to coerce, command, or advise other covered employees to pay, lend or contribute anything of value to a party, committee, Town, agency, or person for political purposes.

Political beliefs, activities, and affiliations are the private concern of the employee. An employee's work status is not affected by participating or not participating in lawful civic and political activities. No employee of the Town can directly or indirectly coerce or command any other employee to pay, lend, or contribute salary, compensation, service, or anything else of value to any political party, group, Town, or candidate.

Any Town employee may be a candidate for a partisan political office provided that the involvement does not interfere or present a conflict of interest with his/her job. If involvement is necessary during normal working hours, the individual must take PTO or leave without pay. Employees whose salary comes in part or in whole from federal government sources are subject to the Hatch Act and its revisions.

INSPECTIONS

We may conduct searches after notice is given and with the employee's consent of employees' personal effects. This may include, but is not limited to: lunch bags, boxes, purses, personal computers, packages, or vehicles.

We may conduct searches of the above items without employee consent if we have a reasonable suspicion to believe that illegal activity is taking place and after obtaining a warrant to do so. Any illegal and unauthorized articles discovered may be taken into custody and will be turned over to law enforcement representatives.

Employees do not have a reasonable expectation of privacy in lockers, desks, cabinets, or file drawers, all of which are keyed by the Town and copies of those keys are kept by the Town.

PARKING

If you are parking at the town Hall for business purposes and will be here less than an hour, please park against the rock wall and not in the middle spaces immediately in front of the grocery store. If you will be longer than an hour, please utilize the Gondola Parking Garage.

If you are driving your personal vehicle to /from work, parking permit stickers are available from the police department if you work in town hall. Department head authorization is required.

The Town is not liable for fire, theft, damage or personal injury involving employees' automobiles. Protect your property by locking your car.

PERFORMANCE EVALUATIONS

The Town reserves the right to review employee performance at any time. Evaluating employee job performance and providing feedback is an important factor in making employment-related decisions. Seasonal employees will receive evaluations at the end of each season. All other employees receive an annual performance evaluation.

PROBLEM SOLVING

If you have a problem concerning a work-related matter, discuss it with your immediate supervisor, where appropriate. Normally, this discussion should be held within 3-5 days of the incident or in a timely manner. Discussions held in a timely manner will enhance our ability to resolve concerns while it's fresh in everyone's mind. The majority of misunderstandings can be resolved at this level.

If the solution offered is not satisfactory, or if it is inappropriate to go to the supervisor, then employees are encouraged to take the problem to Human Resources. If the problem still cannot be resolved, employees may submit a written complaint to the Town Manager for review and final decision about the situation. Also see (EEO Harassment Complaint Procedure)

THEFT /PROPERTY LOSSES or DAMAGE

Theft of Town or Employee Property

The Town assumes no responsibility for the property of its employees. However, the Town is committed to ensuring a safe and secure working environment. Theft of money or property from the Town or its employees will be promptly and thoroughly investigated. Such investigations will be conducted by the Town and, if the size and nature of the theft warrants, the Police Department (MVPD). All employees are asked to assist in ensuring the on-going security of the Town and employee property by immediately reporting any suspicious activity to their supervisor, Human Resources, Risk Management or the police department.

Town Property Losses or Damage

All losses of Town property, including theft, fire or accidental damage, must be reported immediately to a supervisor. The supervisor will take appropriate action informing Risk Management and the MVPD (if appropriate) and will complete the Incident/Accident Report. Risk Management, the supervisor and Safety Committee will conduct an investigation. Once the investigation is completed a report will be submitted to the Town Manager. In cases involving losses or damage to Town property, the Town may ask an employee to submit to a drug and/or alcohol test in accordance with the Town's Drug and Alcohol Policy. The employee has the option of obtaining insurance to cover any possible loss or damage to personal property.

Town Vehicles and Equipment Losses

As an employee, you must comply with all state and local laws in reporting accidents involving Town vehicles and equipment. All vehicle accidents on public roads or private property should be immediately reported to the Police Department or appropriate law enforcement agency and to your supervisor. Do not move a vehicle involved in an accident until a law enforcement officer authorizes you to do so. A "Vehicle Accident Report Form" must be filled out the same day the accident has occurred.

Incident Inquiries

You might anticipate that an accident or incident relating to the Town's operations will generate inquiry from the press, insurance adjusters, attorneys, etc. Before responding to any such inquiry, it is essential that you first bring the inquiry and the circumstances surrounding the inquiry to the attention of your supervisor and the Town Manager. Do not talk to ANYONE regarding the incident without permission from the Manager. Get the phone number and name of the individual inquiring and indicate that you will have someone follow up. By following this procedure, you will not only protect your own interests but also the interests of the Town.

SMOKING

Smoking

The Town of Mountain Village recognizes that smoking and tobacco chewing in the workplace can adversely affect employees and guests and are prohibited. The time spent away from your job to smoke or chew tobacco must be limited to Breaks and Lunch Periods. In accordance with the **Colorado Clean Indoor Air Act**, smoking is prohibited in all Town facilities, vehicles, or in any workplace. This includes lobbies, elevators, restrooms, reception areas, hallways and any other common-use areas, child day care facilities, common areas of Village Court Apartments, public transportation of any kind (including gondola cabins/terminals, Dial a Ride, employee shuttles and all Town vehicles). In addition, smoking is prohibited within 15 feet of any main entrance. This includes all buildings and gondola terminals.



TERMINATING EMPLOYMENT

Exit interviews

Exit interviews with the Human Resources Department gather constructive feedback from employees who leave the Town. The purposes of this interview are to review eligibility for benefit continuation and conversion, ensure necessary forms are completed, collect all Town property that may be in the employee's possession (keys, phones), and provide employees with an opportunity to discuss their job-related experiences.

Employees may be considered for re-employment provided they qualify for the position of interest and while they were employed with the Town maintained satisfactory performance and attendance.

Final Paycheck Issuance

The Supervisor ensures that all Town property (uniforms, keys, tools, radios, ski passes, advances, overdrawn PTO etc.) is returned or paid back prior to the preparation of the employee's final check. As disclosed in this handbook and on the Uniform/ Equipment Log signed by the employee at the time Town property is issued, the Town will deduct an amount equal to the value of all money owed or unreturned Town property from the employee's final paycheck OR depending upon the circumstances, the Town may hold a portion of the employee's final check pending the return of Town property or money.

Final paychecks are issued for all voluntarily and involuntarily terminated employees on the next regularly scheduled payday, unless other arrangements are requested and approved for earlier issuance. Paydays occur every two weeks on Friday.

VEHICLE USE

The Town owns a variety of vehicles from heavy equipment on down to small trucks. These vehicles are used for transporting personnel, equipment and supplies and for working on a variety of construction and snow removal projects. In some cases, employees use vehicles during and after normal business hours while conducting Town business. Authorized personnel who use Town vehicles will receive a copy of the *Vehicle Use and Care Procedure*. Employees of the Town will not be authorized to use Town owned vehicles for personal use. "Personal use" is defined as any use of a vehicle that does not occur during the performance of one's job duties. The operation of Town vehicles by non-employees (i.e.: friends or family members of employees) is strictly forbidden. Non-employees shall not use, operate or perform any kind of maintenance on a Town vehicle.

Any employee who operates a Town vehicle must be on a qualified Town Vehicle Operator list and must meet the following criteria:

- Have valid Drivers' License to operate vehicle,
- Have supervisor's authorization to operate the vehicle,
- Have acceptable driving record as verified by a DMV background check,
- Be operating a vehicle on Town business or for authorized direct commute to work or home only, and
- Have completed vehicle checklist before operating the vehicle.
- Obey **ALL** traffic laws
- Are responsible for ensuring the safe operation of the vehicle at all times.

The driver and passengers must utilize the safety seat belts at all times when the vehicle is in service **in compliance with Colorado law.**

The following activities will not be tolerated:

- Operating a Town vehicle in violation of applicable laws and regulations or in a careless manner.
- Operating a Town vehicle without permission.
- Operating a Town vehicle without a valid driver's license or without proof of insurance.
- Operating a Town vehicle while using or while under the influence of alcohol or drugs.
- Smoking and tobacco chewing are strictly prohibited in Town vehicles
- Utilizing a Town vehicle to transport hitchhikers.
- Falsification of information on Driver's Questionnaire form.

If an employee operates a Town vehicle in violation of any of the above, the employee will receive a written warning and depending upon the nature and circumstances surrounding the infraction, may be subject to additional disciplinary action up to and including termination. If the driver is cited and fined for an invalid driver's license, proof of insurance, expired registration, driving a vehicle not in proper working condition or for disobeying the law, any fines will be the responsibility of the employee. These are not Town expenses. Proof of insurance and copies of the current registration can be obtained from the transportation department.

Emergency Use/Extended work hours

From time to time a personal emergency situation may arise or, an employee without personal transportation may be asked for extended work hours. In these cases a Department Head may authorize a properly licensed employee to use an appropriate Town vehicle, if one is available. If a vehicle is not available, the Town will try to accommodate the employee with alternative transportation.

Use of Town owned, leased or sponsored vehicles for business travel

From time to time it may be necessary for an authorized employee to use a Town vehicle for business travel, locally or out-of-Town. In these cases a Department Head may authorize a properly licensed employee to use an appropriate Town vehicle, if one is available.

Commuter Shuttles

It is the intent of the Town to provide safe and reliable transportation to and from work for groups of three (3) or more employees who work similar shifts and who commute in similar directions from the same location or on the same general route. Employees of the Town may access the shuttle system by contacting the Transit Coordinator.

- Employees currently pay a pre-determined rate per ride, deducted bi-weekly from their paycheck for this service. For the current rate please contact the Human Resources Department.
- Any employee who drives a shuttle is considered a safety sensitive employee as defined by 49 CFR Part 655, as amended, and must submit to a urine test and undergo a minimum of 60 minutes of training on the signs and symptoms of drug use on personal health, safety and the work environment.
- Drivers are required to have a valid driver's license.
- Must be 21 or over to drive shuttles.

Employees that utilize the shuttles to commute to and from work that arrive and depart outside their regularly scheduled workday must adhere to their regularly assigned workday schedule. Shuttle arrival and departure times do not supersede or alter your assigned work scheduled nor is it to be considered authorization for overtime or authorization to leave work early. Management does not expect employees to start their workday any earlier or end their workday any earlier as a result of riding a shuttle.

WORK ASSIGNMENTS & SCHEDULES

The scheduling of work assignments and work-day schedules are the responsibility of each supervisor. If you have any questions about or difficulty with your work assignment, please discuss it with your supervisor. If you are unable to perform any duty assigned to you, let your supervisor know immediately.

Participation in the Employee Shuttle Program is not to be considered authorization to deviate from the regularly assigned work-day schedules.



Policy Adoption

The aforementioned employee handbook was reviewed and approved by the Mountain Village Town Council at a public meeting on February 20, 2015.

Town of Mountain Village

By: _____
Mayor Dan Jansen

By: _____
Jackie Kennefick, Town Clerk



ACKNOWLEDGEMENT OF RECEIPT

I HAVE RECEIVED A COPY OF THE EMPLOYEE HANDBOOK DATED ~~February 20, 2014~~ February 19, 2015.
I UNDERSTAND THAT I AM TO BECOME FAMILIAR WITH ITS CONTENTS. FURTHER, I UNDERSTAND:

- ↳ THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.
- ↳ THE HANDBOOK IS NOT ALL INCLUSIVE, BUT IS INTENDED TO PROVIDE ME WITH A SUMMARY OF SOME OF THE TOWN'S GUIDELINES.
- ↳ THIS EDITION REPLACES ALL PREVIOUSLY ISSUED HANDBOOKS. THE NEED MAY ARISE TO CHANGE THE GUIDELINES DESCRIBED IN THE HANDBOOK. THE TOWN THEREFORE RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM WITHOUT PRIOR NOTICE.
- ↳ NO REPRESENTATIVE OF THE TOWN OF MOUNTAIN VILLAGE, OTHER THAN THE TOWN MANAGER, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE TOWN MANAGER AND MYSELF. WE HAVE NOT ENTERED INTO SUCH AN AGREEMENT.

Print Employee Name

Signature

Date

Memo

12 a 4

To: Mayor Jansen and Town Council

Date: February 12, 2015

Re: Town Council Compensation

At the November, 2014 meeting, council asked for some possible benefit options for town council members for purposes of recruiting and rewarding members.

According to the Town Charter, Section 3.4:

Town Council compensation may, by ordinance, amend or otherwise modify the compensation to the Mayor and Town Councilors as described in this Charter. In the event the compensation set forth in this Charter is from time to time subsequently amended or modified by ordinance, such amendment or modification shall not affect the compensation of any Mayor or Town Councilors then in office during their current term of office.

If any changes are recommended, the first reading of an ordinance would have to take place at the April meeting and second reading in May for this to be effective for the new council.

Compensation

Currently \$100 per month (Mayor) and \$50 per month (Councilors).

Compensation Comparison of other Similar Municipalities

	SALARY		HEALTH INSURANCE BENEFITS
	COUNCIL	MAYOR	
Telluride	\$800/month	\$1500/month	Reimbursed for health insurance expenses up to the employee's budgeted amount for health (currently \$443/month).
Aspen			council member only OR eligible for a stipend equal to the cost he/she is paying for single coverage
Avon	\$500/mo (2 mtgs per month)	\$750/month (pro tem) \$1000/ month (mayor)	health benefits and family rec pass
Breckenridge	\$800/month	\$1200/month	can choose to participate in either medical or dental plan or take cash equivalent
SMC	\$58,000/yr	-	Receives a full benefits package. Salary is determined by the state and county classifications. SMC is a class III county.
Crested Butte Town	\$400/month	\$800/month	no coverage
Mt. Crested Butte	\$75/mtg 2 mtgs per month	\$150/mtg 2 mtgs per month	
Telluride	\$800/month	\$1500 /month	

Some possible benefits the town could offer include:

- Free basic cable
- Free water
- Free sewer
- 401(K)- can contribute up to 100% of your compensation pre-tax
 - Town match option
 - Can rollover money from other qualified plans into 401K
- 457 Roth IRA -pending option
 - Taxes are withheld before contributions are invested in your account
 - Withdrawal of contributions/ earnings are tax free
- Health, dental, vision, life insurance (see costs below)
- Employee Assistance Program (EAP)
 - Free financial, legal and personal counseling
 - Identity theft protection services

Town council members are PERA members if they accept any compensation.

PERA benefits include:

- 13.7% employer match on salary
- 3% interest on member contributions
- Voluntary life insurance option
- Option to rollover PERA monies to a 401(k) upon termination of employment

Benefit costs for comparison (all are annual costs)

	Employer cost	Employee cost	Total Compensation
Pay	\$600.00	\$0.00	\$600.00
PERA	\$82.20	\$48.00	\$130.20
PERA voluntary life insurance	\$0.00	\$93.00	\$93.00
Season ski pass	\$795.00	\$0.00	\$795.00
Health, dental, vision (Employee only)	\$7,419.00	\$0.00	\$7,419.00
401(k) and/or 457	\$600.00	\$93.00	\$93.00
Employee Assistance Program	\$29.76	\$0.00	\$29.76
Water	\$516.00	\$0.00	\$516.00
Sewer	\$516.00	\$0.00	\$516.00
Cable	\$599.40	\$0.00	\$599.40
	\$10,557.96	\$234.00	\$10,191.96



**COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION**
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

Agenda Item No. 13

TO: Town Council
FROM: Chris Hawkins, Director of Community Development
FOR: Meeting of February 19, 2015
DATE: February 13, 2015
RE: Conceptual Work Session to Discuss Conditional Use Permit for New Freestanding Antennas on Coonskin Ridge Located on OSP-49R

PROJECT GEOGRAPHY

Legal Description: Lot 49R
Address: NA
Applicant/Agent: New Cingular Wireless PCS, LLC d/b/a AT&T
Owner: TSG Ski and Golf, LLC
Zoning: Full Use Active Open Space
Existing Use: Telecommunications Antenna
Proposed Use: New Freestanding Antenna
Adjacent Land Uses:

- **North:** USFS
- **South:** The Ridge
- **East:** The Ridge
- **West:** Open Space

ATTACHMENTS

Exhibit A: Applicant Narrative and Conceptual Plans

RECORD DOCUMENTS

- Town of Mountain Village Community Development Code (as adopted March 2013)
- Town of Mountain Village Home Rule Charter (as amended on June 28, 2005)
- Design Review Application as maintained by the Community Development Department.

BACKGROUND

The current antenna on Coonskin Ridge, located by the Ridge was approved by San Miguel County prior to incorporation, with a height of approximately 90 feet. The current tower is maxed out and cannot support any additional equipment, so the applicant is proposing the new tower. The applicant is proposing a new tower as outlined in its narrative, with three options for consideration:

Primary Option: Construction of a new second tower about 20' away from the existing tower with the existing tower remaining in place for current broadcasters' antennas. The new tower

would be 100' tall, and would accommodate AT&T and would provide the most collocation potential.

Second Option. This option has the same scenario as the first option but the second, new tower would be 90 feet tall matching the current tower height. This would leave less room for collocation.

Thrid Option. This option would be to take down the existing tower, build a new tower that is 100' tall, and move all broadcasters' antennas over to the new tower. This option would less room for collocation than the other two options.

ANALYSIS

The installation of a new antenna triggers the need for a conditional use permit. In addition, the applicant would have to submit for a variance since the maximum height at the site that could be permitted is 48 feet.

The Community Development Code (CDC) contains the following provisions related to the proposal:

1. **Freestanding Antenna Design Standards.** Freestanding antennas not mounted to a building or structure shall meet the following requirements.
 - a. Visual impacts shall be mitigated to the extent practical;
 - i. Visual mitigation techniques such as coloring, screening, stealth antennas and landscaping shall be used to the extent practicable.
 - ii. The level of mitigation required will depend on the location of the proposed facility in relation to topographic features, important visual features, major public thoroughfares, public recreational areas, residential neighborhoods and other sensitive visual areas.
 - iii. Implementation of a visual mitigation plan shall be included as a condition of any conditional use permit approval.
 - b. Antenna height shall be minimized to the extent practical with the acceptable height permitted determined by the review authority. In no event shall an antenna exceed the maximum height permitted in the underlying zone district unless approved by a variance or PUD development review process;
 - c. The antenna shall be made available for the collocation of other telecommunication providers as a condition of approval with the goal to reduce the number of antennas in the town to the extent practical; and
 - d. There are no other alternative antenna sites currently in existence in the Telluride/town region that provide for collocation and the desired telecommunication service, service area and telecommunication service provider's technical needs.
2. **Consideration of Radio Frequency Emissions.** The environmental effects of radio frequency emissions shall not be considered an appropriate concern of an adjacent lot owner provided the antenna complies with the regulations of the Federal Communications Commission regarding such concern.
3. **No Signal Interference.** Evidence shall be submitted to demonstrate that a proposed communication antenna complies with all specifications of the Federal

Communications Commission with respect to preventing signal interference with other systems, facilities, towers or antennas in the area. After operation of the antenna commences, the antenna operator shall be required to investigate any electrical disturbances affecting operation of equipment beyond the boundaries of the antenna site and to resolve such disturbances if the disturbances are attributable to the use of the antenna.

4. **Federal and State Regulations.** Communication antennas shall comply with all applicable federal and state regulations. At the time application is made for a conditional use permit, site-plan or final plat approval, the applicant shall submit evidence showing he has obtained any required approvals or permits for commercial communication antennas from these agencies.

Staff is highly supportive of improving AT&T's capacity in Mountain Village because the current system does not have enough capacity to handle the peak cellular demand, especially when there are high occupancies in the town. Cellular service has become extremely important because more households are relying on cellular communication versus land lines, with cellular service the only means of communication. Moreover, excellent cellular service is important for the town's economic development and attractiveness as a resort destination.

Staff has some concerns over the 100 foot tower options due to potential need for a red, blinking beacon and increased visual impact. However, the main goal should be to balance the need to minimize visual impacts while also ensuring adequate cellular coverage and future colocation options. The Town of Telluride and San Miguel County may also have some visual impact concerns due to the CDC Ridge Regulations and an associated covenant that require a referral for formal development applications. Staff has referred the conceptual worksession to the Town of Telluride and San Miguel County with the goal to have comments by the meeting.

RECOMMENDATION

Staff recommends that the Council provide a general comments and direction on the proposal. As outlined in CDC Section 17.4.6.E, any comments or general direction by the Town Council shall not be considered binding or represent any promises, warranties, guarantees and/or approvals in any manner or form. A conceptual worksession shall not be construed as a comprehensive review of the proposal under discussion, and as such, additional issues and/or concerns will most likely arise as part of the formal development review process.



DEVELOPMENT NARRATIVE

Project Location: Telluride Ski & Golf Property, Coonskin Mountain, near Ski Lift #7
(Granite Ridge Drive), Town of Mountain Village

AT&T Representative: Mike McCreedy, Independent Contractor of Black & Veatch,
on behalf of New Cingular Wireless PCS, LLC (a/k/a AT&T Mobility)

Project Description:

New Cingular Wireless PCS, LLC, a.k.a. AT&T Mobility (hereon referred to as "AT&T") operates an antenna facility at the above-referenced property. AT&T's antennas are currently mounted to the top of an existing 90-ft.-tall guy tower. AT&T's ground equipment is currently housed inside an existing equipment shelter at the base of the tower.

AT&T would like to implement much-needed upgrades to its antennas and equipment at the site, including the replacement of older technology antennas with newer technology "LTE" antennas. The proposed LTE upgrade will greatly enhance AT&T's ability to meet customer demand for data and voice transmission throughout the surrounding community (including the use of E-911 and other emergency services).

AT&T performed an extensive structural analysis of the existing tower last year. The analysis concluded that the existing tower is at capacity. It does not have the ability to accommodate the increased loading associated with AT&T's proposed LTE upgrade at the site.

Proposed Scope of Work:

To accommodate the LTE upgrade, AT&T is proposing the following:

- Construct a new 100-ft. guy tower, located approximately 20 feet from the existing tower.
- Relocate AT&T's antennas & cables from the existing tower over to the new tower.
- Make the necessary LTE upgrades to AT&T's antenna configuration (described later in this Project Narrative).
- TSG's antennas and a number of broadcast antennas would remain on the existing tower.
- The new tower would be built to accommodate future collocation. By relocating AT&T's antennas to the new tower, the existing tower would also have room for future collocation.

Alternative Option #1:

An acceptable (but less-preferred) option would consist of the following:

- Construct a new 90-ft. guy tower (instead of a 100-ft. guy tower), located approximately 20 feet from the existing tower.
- Relocate AT&T's antennas & cables from the existing tower over to the new tower.
- Make the necessary LTE upgrades to AT&T's antenna configuration on the new tower (described later in this Project Narrative).
- TSG's antennas and a number of broadcast antennas would remain on the existing tower.
- The new tower would be built to accommodate future collocation, but there would be less available space on this 90-ft. tower than if we built a 100' tower. It might be difficult for a collocator to find adequate space and an acceptable antenna height on the 90-ft. tower.

Alternative Option #2:

Another acceptable (but less preferred) option would consist of the following:

- Construct a new 100-ft. tower, located approximately 20 feet from the existing tower.
- Relocate all antennas from the existing tower over to the new tower (including AT&T's antennas, TSG's antennas and several broadcast antennas).
- Completely dismantle and remove the existing 90-ft. tower.
- Make the necessary LTE upgrades to AT&T's antenna configuration on the new tower (described later in this Project Narrative).
- Because the new tower would be 10' taller than the existing tower, there would be room on it for future co-location. But because the existing tower would be dismantled, TSG's antennas and the broadcast antennas would all be relocated to the new tower. Thus, the new tower would be crowded with antennas, and there would be less available space for future collocation than if we had left the existing tower in place.

Upon the completion of the Proposed Scope of Work (or Alternative Option #1 or Alternative Option #2), AT&T would then be able to complete the following LTE upgrades at the site:

- Remove three (3) existing 8' panel antennas;
- Remove three (3) existing TMA's (power booster devices that sit behind the antennas);
- Remove three (3) existing antenna mounting arms;
- Install three (3) new antenna mounting arms;
- Install six (6) new 8' LTE antennas; and sometime in the future, install six (6) more 8' LTE antennas;
- Install nine (9) new remote radio heads (auxiliary devices that sit behind the antennas); and sometime in the future, install fifteen (15) more remote radio heads;
- Install two (2) new surge suppressors (auxiliary devices that mount to the tower behind the antennas); and sometime in the future, install one (1) more surge suppressor;
- Install one (1) new 4'-diameter microwave dish (and associated mount, ice shield, and cable) at a dish centerline height of 70';
- Run four (4) new DC power trunks and two (2) new fiber trunks up the tower to the new antennas; and sometime in the future, run four (4) additional power trunks up the tower;
- Attach one (1) new GPS antenna on the new ice bridge running from the equipment shelter to the new tower;
- Various work inside AT&T's existing equipment shelter (including the removal and replacement of a battery rack, the removal and replacement of a power plant, the removal and replacement of various equipment racks, and the installation of some MW equipment).

Please see attached plans, which describes the Proposed Scope of Work in more detail.

Conditional Use Permit – Criteria for Decision:

- a) The proposed conditional use is in general conformity with the principles, policies and actions set forth in the Comprehensive Plan. The existing telecom facility has been in operation on the subject property for several decades, and AT&T has been a user of the facility for many years. The proposed tower will be consistent with the existing use of the property as well as with the Comprehensive Plan.
- b) Because the proposed tower will be consistent with the current use of the subject property, the proposed conditional use will be in harmony and compatible with surrounding land uses and the neighborhood. The proposed tower will not create a substantial adverse impact on adjacent properties or on services and infrastructure. The general size and appearance of the proposed tower will be relatively similar to that of the existing tower,

except that it will be stronger, stouter and slightly taller. It will be able to accommodate the structural loading of the LTE antennas and equipment (a benefit to mobile phone users in the community). The proposed tower will also accommodate future collocation by other telecom providers (also a benefit to the community because it reduces the proliferation of towers in the area). The telecom facility has been in existence on this property since the 1960's, so the proposed tower will not be significant change to what is there now. From most vantage points, the existing tower is masked by trees and topography, as will the proposed tower. The proposed tower will not significantly change the overall appearance of the telecom facility.

- c) 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. From a structural standpoint, the existing tower is already at capacity, and any increase in the loading of the tower would be unsafe. By constructing a newer stronger tower, some much needed LTE upgrades can be made to the telecom facility without compromising safety.
- d) The design, development and operation of the proposed conditional use shall not have a significant adverse effect to the surrounding property owners and uses. As mentioned above, the existing telecom facility has been in existence for nearly 50 years. The proposed improvements to the site will not significantly alter the appearance, traffic or noise experienced by surrounding property owners. And the proposed modifications will benefit the surrounding community by greatly improving mobile phone service (including E-911 and other emergency services).
- e) 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. And the proposed modifications will benefit the Town by improving service to mobile phone users (including E-911 and other emergency services).
- f) 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. There is already an access road cut to the existing telecom facility. There is also power and Telco servicing the site. By utilizing an existing telecom facility, we eliminate the need to cut a new access road or run new utilities. Also, because the proposed tower will generally be the same relative size and appearance as the existing tower, visual impact will be minimized.
- g) The design, development and operation of the proposed conditional use shall provide adequate infrastructure. Road access and utilities are already available at the site. And the proposed tower will provide adequate structural capacity for new technology to be implemented. The proposed tower will also accommodate collocation.
- h) The proposed conditional use does not potentially damage or contaminate any public, private, residential or agricultural water supply source.
- i) Because of its height, the existing tower is out of compliance with the Town's regulations. The height of the proposed tower will also be out of compliance. We are requesting a height variance so that AT&T's antennas can maintain an adequate centerline, and thereby propagate signal over surrounding trees and topography. This will allow the site to provide quality service to mobile phone users in the area. Other than the height of the tower, the proposed variance meets all applicable Town regulations and standards.

Variance – Criteria for Decision:

- a) The strict enforcement of the CDC regulations would result in exceptional and undue hardship upon AT&T in the development of property lot because of special circumstances applicable to the lot. For many years, AT&T's antennas have been operating at a height of 93 feet on the existing tower at the subject site. A 93-ft. centerline height (or higher) needs to be maintained so that AT&T's antennas can adequately propagate signal over

surrounding trees and topography, thus providing adequate service to mobile phone users in the area. From a structural standpoint, the existing tower is already at capacity, and any increase in the loading on the tower would be unsafe. Thus, by constructing a new stronger tower, much-needed technological upgrades can be made to the telecom facility without compromising safety or service quality.

- b) The variance can be granted without substantial detriment to the public health, safety and welfare. The proposed tower will actually be an improvement to public safety and welfare. By constructing a newer stronger tower, some much needed LTE upgrades can be made to the telecom facility without compromising safety. Plus, we can greatly improve mobile phone service for people in the community (including E-911 and other emergency services).
- c) The variance can be granted without substantial impairment of the intent of the CDC. The proposed tower will be in conformance with the current use of the property. In addition, by locating the new tower within the existing telecom facility, we eliminating the need to develop a second telecom facility somewhere else in the community. In addition, Section 17.6.5 of the CDC requires that telecom sites be made available for the collocation of other telecom providers, thus reducing the proliferation of towers in the area. By constructing a newer stronger tower, we accommodate future collocation.
- d) Granting the variance does not constitute a grant of special privilege in excess of that enjoyed by other property owners or other users of the subject property.
- e) Reasonable use of the property is not otherwise available without granting of a variance, and the variance being granted is the minimum necessary to allow for reasonable use. The existing tower was able to accommodate the needs of the telecom users at the site for many years. But from a structural standpoint, the tower is not suitable for making technological upgrades. For AT&T to implement much needed LTE upgrades, and for the tower to accommodate future collocation, a newer stronger tower needs to be constructed.
- f) The lot for which the variance is being granted was not created in violation of Town regulations or Colorado State Statutes in effect at the time the lot was created.
- g) The variance is not solely based on economic hardship. It is instead based on the need to build a stronger tower that can structurally accommodate AT&T's technological upgrades and future collocation. AT&T must maintain the current 93-ft. centerline antenna height (or higher) so that its signal can propagate over surrounding trees and topography, and so that service quality to customers is not compromised.
- h) The existing tower is out of compliance with the Town's height restriction. The proposed tower will also be out of compliance. We are requesting a height variance so that the new tower can accommodate similar antenna heights as the existing tower. This will allow the antennas to adequately propagate over the surrounding trees and topography, and thus provide adequate signal to mobile phone users in the area. Other than the height of the tower, the proposed variance meets all applicable Town regulations and standards.

Conclusion:

AT&T respectfully requests the Town's approval of the proposed site modifications. If allowed to make the requested enhancements, AT&T will be able to greatly improve mobile phone service for people living, working and traveling in the surrounding community. The proposed upgrades to the antennas and radio equipment will allow the facility to employ advanced LTE technology, thus allowing phone users to make calls, transmit data, and utilize advanced phone applications without blockage or interruption of service.

If you have any questions or need further information, please contact Mike McCreedy, 303-332-1212, mike.mccreedy@comcast.net.

FAR COONSKIN COL06244 10139834



LTE - 1ST CARRIER GUYED TOWER



188 INVERNESS DRIVE WEST
SUITE 400
ENGLEWOOD, CO 80112



BLACK & VEATCH

304 INVERNESS WAY SOUTH
SUITE 400
ENGLEWOOD, COLORADO 80112

ENGINEERING

2009 INTERNATIONAL BLDG. CODE OR LATEST ADOPTED EDITION
2011 NATIONAL ELECTRIC CODE OR LATEST ADOPTED EDITION
TIA/EIA-222-G OR LATEST EDITION

PROJECT DESCRIPTION

THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF ANTENNAS AND ASSOCIATED EQUIPMENT CABINETS FOR THE AT&T WIRELESS TELECOMMUNICATIONS NETWORK.

SITE INFORMATION

PROPERTY OWNER: TSG SKI & GOLF LLC
ADDRESS: 565 MOUNTAIN VILLAGE BLVD.
TELLURIDE, CO 81435

TOWER OWNER: TSG SKI & GOLF LLC

SITE CONTACT: 970-728-6900

COUNTY: SAN MIGUEL

LATITUDE (NAD 83): 37° 56' 1.708" N

LONGITUDE (NAD 83): 107° 50' 5.6" W

JURISDICTION: UNITED STATES FOREST SERVICE

OCCUPANCY GROUP: U

CONSTRUCTION TYPE: V-B

POWER COMPANY: SAN MIGUEL POWER

TELEPHONE COMPANY: CENTURYLINK

SITE ACQUISITION MANAGER: DEVIN MORRIS
(303) 264-0512

SITE ACQUISITION CONTACT: MIKE MCCREEDY
(303) 332-1212

CONSTRUCTION MANAGER: PATRICK DOYLE
(720) 834-4260

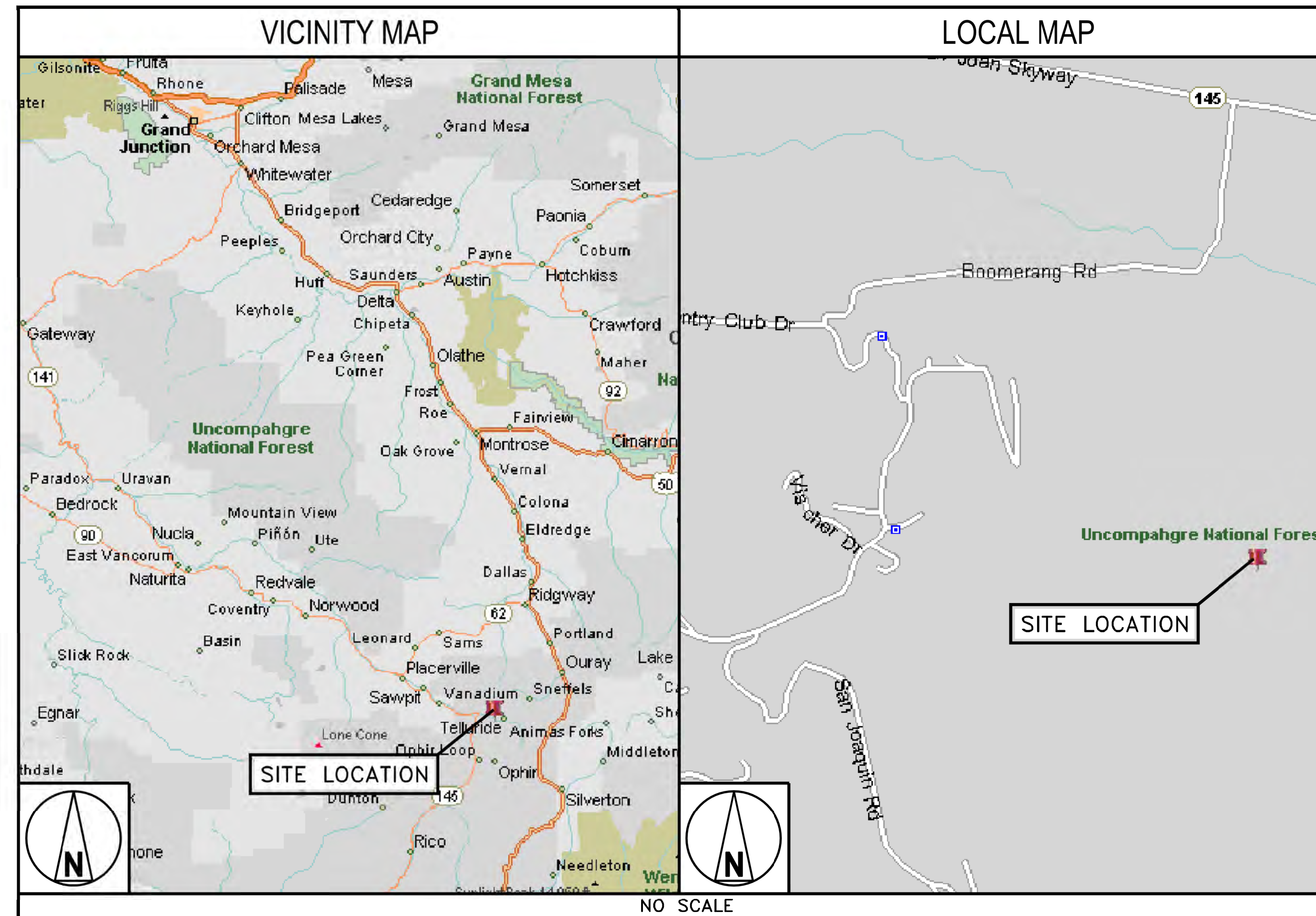
RF ENGINEER: ERICSON FELICIANO
(469) 450-7910

CONTACT INFORMATION

ENGINEER: BLACK & VEATCH CORPORATION
304 INVERNESS WAY SOUTH, SUITE 400
ENGLEWOOD, CO 80112

CONTACT: JEREMY MIRONAS

PHONE: (720) 834-4388



GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

DRAWING INDEX

SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
LS1-LS2	SURVEY
C-1	EXISTING SITE PLAN
C-1.1	PROPOSED SITE PLAN
C-2	EXISTING AND PROPOSED EQUIPMENT LAYOUTS
C-3	EXISTING SITE ELEVATIONS
C-3.1	PROPOSED SITE ELEVATIONS
C-4	ANTENNA LAYOUTS

PROJECT/PHASE NO: 122061/8623
DRAWN BY: BTS
CHECKED BY: DDM
T.I.D. 1.86

REV	DATE	DESCRIPTION
A	02/11/15	ISSUED FOR REVIEW

NOT TO BE USED
FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

FAR COONSKIN
COL06244
GRANITE RIDGE DRIVE
TELLURIDE, CO 81435
LTE - 1ST CARRIER AND MW UPGRADE

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

DRIVING DIRECTIONS

DIRECTIONS FROM AT&T OFFICE:
HEAD SOUTH TOWARD INVERNESS DRIVE WEST. TURN SOUTHEAST ONTO INVERNESS DRIVE WEST. TURN WEST ONTO EAST COUNTY LINE ROAD. TURN NORTH TO MERGE ONTO I-25 NORTH. TAKE EXIT 209B TO MERGE ONTO 6TH AVENUE TOWARD LAKEWOOD. TAKE EXIT ONTO I-70 WEST TOWARD GRAND JUNCTION. TAKE EXIT 37 SOUTH ONTO I-70 BUSINESS LOOP. TURN SOUTH ONTO SR-141/32 ROAD. TURN SOUTH EAST ONTO US-50. IN MONTROSE US-50 TURNS INTO US-550. TURN WEST ONTO CO-62. TURN SOUTH EAST ONTO CO-145. FOLLOW CO-145 TO MOUNTAIN VILLAGE. TURN EAST ONTO MOUNTAIN VILLAGE BOULEVARD. FOLLOW MOUNTAIN VILLAGE BOULEVARD UP TO THE GONDOLA PARKING. PARK THERE AND CONTINUE UP ON THE GONDOLA TO THE TOP OF THE SKI SLOPE.

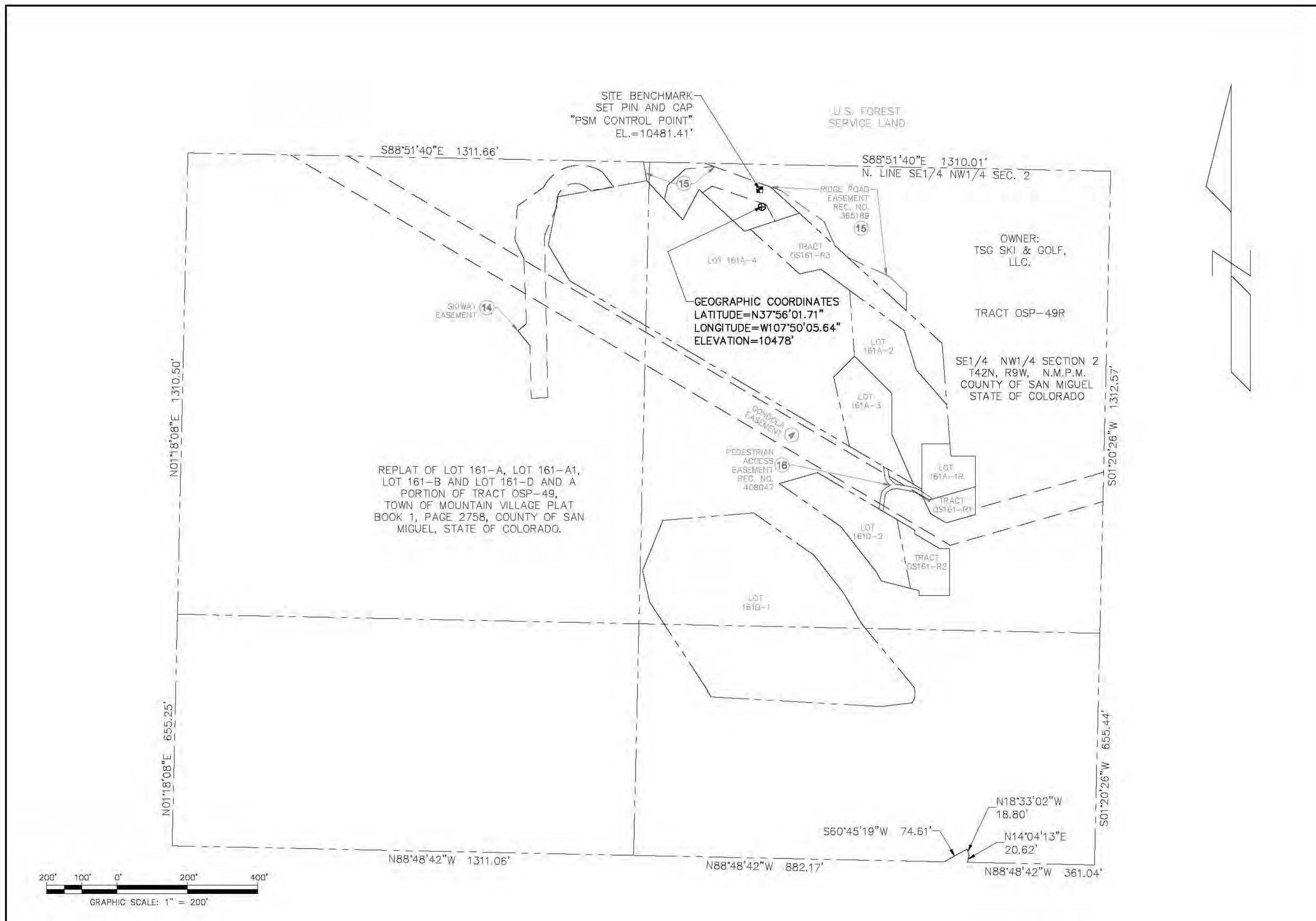
11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.



UNDERGROUND SERVICE ALERT
UTILITY NOTIFICATION CENTER OF COLORADO
(800) 922-1987
WWW.UNCC.ORG

3 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION



GEOGRAPHIC COORDINATES
 LATITUDE=N37°56'01.71"
 LONGITUDE=W107°50'05.64"
 GROUND ELEV.=10478'
 HIGHEST POINT ON TOWER ELEV.=10573'

BENCHMARK
 SITE BENCHMARK--CAPPED PIN "PSM CONTROL POINT" GROUND ELEVATION=10481.41' (NAV888) UTILIZING GEOID 12A

BASIS OF BEARINGS
 COLORADO STATE PLANE SOUTH ZONE (NAD83)
 CLASSIFICATION--THIRD
 MINIMUM GEOMETRIC ACCURACY STANDARD: 5.0cm + 1:10,000

NOTES
 1.) THIS SURVEY AND ACCOMPANYING DESCRIPTION(S) ARE NOT INTENDED FOR PURPOSE OF TRANSFER OF TITLE OR SUBDIVISION OF LAND.
 2.) THIS IS NOT A BOUNDARY SURVEY, LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT.
 3.) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY PRECISION SURVEY & MAPPING, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD.
 4.) THIS SURVEY DOES NOT PROVIDE ANY DETERMINATION CONCERNING WETLANDS, FAULT LINES, TOXIC WASTE OR ANY OTHER ENVIRONMENTAL ISSUES. SUCH MATTERS SHOULD BE DIRECTED TO AN EXPERT CONSULTANT.
 5.) THERE MAY BE ADDITIONAL BURIED OR UNDERGROUND UTILITIES IN THE AREA WHICH THE SURVEYOR IS UNAWARE OF AND NO LIABILITY FOR SUCH IS ASSUMED HEREIN. ALL UNDERGROUND UTILITIES SHOULD BE FIELD LOCATED BY THE APPROPRIATE UTILITY COMPANY PRIOR TO ANY CONSTRUCTION OR DIGGING ON OR ADJACENT TO THE SUBJECT PROPERTY.
 6.) THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR.

SURVEYOR'S CERTIFICATION
 I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS SITE PLAN WAS PREPARED BY ME, OR UNDER MY SUPERVISION AND ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. THIS IS NOT A BOUNDARY SURVEY.

CHRISTOPHER P. JULIANO
 REGISTERED LAND SURVEYOR
 NO. 31158
 DATE: 12/11/14
 FOR AND ON BEHALF OF: PRECISION SURVEY & MAPPING, INC.

LEGAL DESCRIPTION--PARENT PARCEL
 TRACT OSP-49R, TELLURIDE MOUNTAIN VILLAGE, ACCORDING TO THE REPLAT OF LOT 161-A, LOT 161-A1, LOT 161-B AND LOT 161-D AND A PORTION OF TRACT OSP-49, RECORDED JULY 14, 2000 IN PLAT BOOK 1 AT PAGE 2758, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

TITLE REPORT
 PREPARED BY: LAND TITLE GUARANTEE COMPANY
 COMPANY ORDER NUMBER: ABC 86004347
 EFFECTIVE DATE: NOVEMBER 19, 2014 AT 5:00 P.M.

THE FOLLOWING DOCUMENTS AFFECT THE LAND:
 1) EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE FOLLOWING PLATS:
 #1 - TELLURIDE MOUNTAIN VILLAGE, FILING 1 RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE 476, AND TECHNICAL AMENDMENT CONCERNING DENSITY RECORDED FEBRUARY 12, 1990 IN BOOK 462 AT PAGE 759, BLANKET IN NATURE, NOT PLOTTABLE

#2 - PLAT OF THE TOWN OF MOUNTAIN VILLAGE RECORDED OCTOBER 6, 1995 IN PLAT BOOK 1 AT PAGE 1918 AND OFFICIAL LAND USE AND DENSITY ALLOCATION FOR ALL LAND WITHIN THE TOWN OF MOUNTAIN VILLAGE, COLORADO RECORDED OCTOBER 6, 1995 IN BOOK 551 AT PAGE 485 AND AS AMENDED IN INSTRUMENT RECORDED JUNE 25, 2009 UNDER RECEPTION NO. 407544, BLANKET IN NATURE, NOT PLOTTABLE

#3 - TOWN OF MOUNTAIN VILLAGE RECORDED JULY 24, 1996 IN PLAT BOOK 2 AT PAGE 2073, AND BLANKET IN NATURE, NOT PLOTTABLE
 #4 - THE TOWN OF MOUNTAIN VILLAGE OFFICIAL TOWN PLAT RECORDED SEPTEMBER 8, 1997 IN PLAT BOOK 1 AT PAGE 2281 AND THE TOWN OF MOUNTAIN VILLAGE OFFICIAL LOT LIST RECORDED SEPTEMBER 8, 1997 IN BOOK 586 AT PAGE 548, BLANKET IN NATURE, NOT PLOTTABLE

2) RESTRICTIVE COVENANTS, FOR MOUNTAIN VILLAGE, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MARCH 9, 1984 IN BOOK 409 AT PAGE 714, AS AMENDED OR SUPPLEMENTED, AMENDED AND RESTATED GENERAL DECLARATION RECORDED DECEMBER 11, 2002 UNDER RECEPTION NO. 353688, FIRST AMENDMENT TO THE AMENDED AND RESTATED GENERAL DECLARATION RECORDED DECEMBER 09, 2009 UNDER RECEPTION NO. 410160, SECOND AMENDMENT TO THE AMENDED AND RESTATED GENERAL DECLARATION RECORDED MARCH 19, 2012 UNDER RECEPTION NO. 422188, BLANKET IN NATURE, NOT PLOTTABLE

NOTE: UNDER THE GENERAL NOTES ON THE PLAT OF TELLURIDE MOUNTAIN VILLAGE RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE 476 THE TELLURIDE COMPANY RESERVES THE RIGHT TO IMPOSE ADDITIONAL RESTRICTIVE COVENANTS ON ALL LOTS IN ADDITION TO THE ONES DESCRIBED HEREIN. NOTE: NOTICE BY THE TELLURIDE MOUNTAIN VILLAGE OWNERS ASSOCIATION REGARDING CONTACT INFORMATION AND REAL ESTATE TRANSFER ASSESSMENT RECORDED MAY 25, 2011 UNDER RECEPTION NO. 418209, BLANKET IN NATURE, NOT PLOTTABLE

3) TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF WATER AND SEWER TAP FEE PAYMENT RECORDED APRIL 14, 1987 IN BOOK 435 AT PAGE 603, TAP FEE AGREEMENT RECORDED MAY 29, 1992 IN BOOK 492 AT PAGE 991, AND BY FIRST AMENDMENT TO TAP FEE AGREEMENT RECORDED DECEMBER 18, 1996 IN BOOK 573 AT PAGE 237, AND AS ASSIGNED BY TAP FEE ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED APRIL 29, 1999, UNDER RECEPTION NO. 326037, BLANKET IN NATURE, NOT PLOTTABLE

4) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT RECORDED MARCH 30, 1992 IN BOOK 489 AT PAGE 1007, SHOWN HEREON

5) TERMS, CONDITIONS AND PROVISIONS OF FACILITIES, WATER RIGHTS AND EASEMENT AGREEMENT RECORDED APRIL 27, 1992 IN BOOK 491 AT PAGE 359 AND AS AMENDED IN INSTRUMENT RECORDED NOVEMBER 13, 1992 IN BOOK 501 AT PAGES 433 AND 437 AND AS AMENDED IN INSTRUMENT RECORDED APRIL 26, 1993 IN BOOK 510 AT PAGE 8 AND AS AMENDED IN INSTRUMENT RECORDED APRIL 26, 1993 IN BOOK 510 AT PAGE 11 AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 24, 1996 IN BOOK 569 AT PAGE 668, NOT APPLICABLE TO SURVEY AREA/ NOT SHOWN HEREON



VICINITY MAP -- NTS

6) EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF TRACT OSP-49, TELLURIDE MOUNTAIN VILLAGE RECORDED APRIL 13, 1994 IN PLAT BOOK 1 AT PAGE 1675 AND REPLAT OF LOT 161-A, LOT 161-A1, LOT 161-B, AND LOT 161-D AND A PORTION OF TRACT OSP-49, TELLURIDE MOUNTAIN VILLAGE RECORDED JULY 14, 2000 IN PLAT BOOK 1 AT PAGE 2758. SHOWN HEREON

7) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION #1994-12 RECORDED APRIL 13, 1994 IN BOOK 527 AT PAGE 803, BLANKET IN NATURE/NOT PLOTTABLE

8) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT REGARDING GENERAL EASEMENTS RECORDED MAY 21, 1996 IN BOOK 562 AT PAGE 97 AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 24, 1996 IN BOOK 569 AT PAGE 670, BLANKET IN NATURE/NOT PLOTTABLE

9) TERMS, CONDITIONS AND PROVISIONS OF NOTICE FILED BY SAN MIGUEL POWER ASSOCIATION, INC. RECORDED MARCH 18, 1999 UNDER RECEPTION NO. 325020, BLANKET IN NATURE/NOT PLOTTABLE

10) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION #1999-0223-04 RECORDED JULY 14, 2000 UNDER RECEPTION NO. 335479, BLANKET IN NATURE/NOT PLOTTABLE

11) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN UTILITY SERVICE LINE EASEMENT AGREEMENT RECORDED JULY 14, 2000 UNDER RECEPTION NO. 335495 AND AS AMENDED IN INSTRUMENT RECORDED JULY 15, 2003 UNDER RECEPTION NO. 358716, NO MEASUREMENTS, BEARINGS OR DISTANCES/NOT PLOTTABLE

12) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SKIWAY EASEMENT AGREEMENT RECORDED JULY 14, 2000 UNDER RECEPTION NO. 335496, BLANKET IN NATURE/NOT PLOTTABLE

13) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TOWN OF MOUNTAIN VILLAGE RESOLUTIONS #2002-07 AND #2002-1210-31 AMENDING AND RESTATING THE TOWN OF MOUNTAIN VILLAGE DESIGN REGULATIONS RECORDED DECEMBER 18, 2002 UNDER RECEPTION NOS. 353852 AND 353853, BLANKET IN NATURE/NOT PLOTTABLE

14) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIDGE SKIWAY EASEMENT AGREEMENT RECORDED JULY 15, 2003 UNDER RECEPTION NO. 358714, SHOWN HEREON

15) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIDGE ROAD EASEMENT AGREEMENT RECORDED JULY 15, 2003 UNDER RECEPTION NO. 358716 AND AS AMENDED IN INSTRUMENT RECORDED APRIL 5, 2004 UNDER RECEPTION NO. 365189 AND AS AMENDED IN INSTRUMENT RECORDED JULY 27, 2009 UNDER RECEPTION NO. 408053 AND AS AMENDED IN INSTRUMENT RECORDED JULY 19, 2011 UNDER RECEPTION NO. 418967, SHOWN HEREON

16) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PEDESTRIAN ACCESS EASEMENT TO LOT 161D-2 RECORDED JULY 27, 2009 UNDER RECEPTION NO. 408047, SHOWN HEREON

17) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BUILDING MAINTENANCE EASEMENT RECORDED JULY 27, 2009 UNDER RECEPTION NO. 408050, BLANKET IN NATURE/NOT PLOTTABLE

18) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION #2011-1117-26 RECORDED DECEMBER 12, 2011 UNDER RECEPTION NO. 420866, BLANKET IN NATURE/NOT PLOTTABLE

19) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION #2013-0117-01 RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 426870, BLANKET IN NATURE/NOT PLOTTABLE

20) DEED OF TRUST DATED JULY 10, 1998 FROM TELLURIDE SKI & GOLF COMPANY AND THE TELLURIDE COMPANY AND THE MOUNTAIN VILLAGE, INC. TO THE PUBLIC TRUSTEE OF SAN MIGUEL COUNTY FOR THE USE OF U.S. BANK NATIONAL ASSOCIATION, F/K/A COLORADO NATIONAL BANK TO SECURE THE SUM OF \$25,000,000.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED JULY 10, 1998, UNDER RECEPTION NO. 319935, BLANKET IN NATURE/NOT PLOTTABLE

AMENDMENT IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED JULY 14, 2000, UNDER RECEPTION NO. 335511, BLANKET IN NATURE/NOT PLOTTABLE

MODIFICATION AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED OCTOBER 18, 2012, UNDER RECEPTION NO. 425196, BLANKET IN NATURE/NOT PLOTTABLE

NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF \$125 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.

NOTE: THIS BINDER DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS, RECORDED OR NOT. NOTE: THIS BINDER IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

BLACK & VEATCH
 10950 GRANDVIEW DRIVE
 OVERLAND PARK, KANSAS 66210
 (913) 458-2000

PLANS PREPARED BY:
PRECISION SURVEY & MAPPING, INC.
 PROFESSIONAL LAND SURVEYING CONSULTANTS

9145 E. KENYON AVE., SUITE 101
 DENVER, COLORADO 80237
 OFFICE: (303) 753-9799
 FAX: (303) 753-4044

DRAWINGS
 Drawings and Specifications are instruments of service and shall remain the property of the Architect, whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on other projects, for additions to the Project or for the completion of the Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

PROJECT FOR



DATE ISSUED
DEC. 1, 2014

DATE	ISSUED AS
---	ZD APPROVAL
---	CD PRELIMINARY / REVIEW
---	BID SETS
---	PERMIT SUBMITTED

DATE	REVISIONS
12/1/14	ZD APPROVAL
12/3/14	REVISED LATITUDE
---	---
---	---
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---	---

PROJECT NAME
FAR COONSKIN
 SITE ADDRESS
GRANITE RIDGE DRIVE
TELLURIDE, CO 81435
SAN MIGUEL COUNTY

PSM JOB NO:
 R11224

LS 1

U.S. FOREST SERVICE LAND

N. LINE SE1/4 NW1/4 SEC. 2

REPLAT OF LOT 161-A, LOT 161-A1, LOT 161-B AND LOT 161-D AND A PORTION OF TRACT OSP-49, TOWN OF MOUNTAIN VILLAGE PLAT BOOK 1, PAGE 2758, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

TRACT OSP-49R

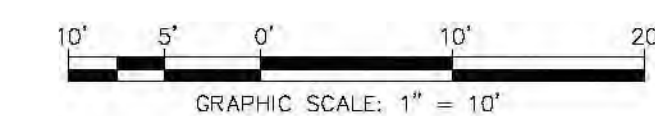
OWNER:
TSG SKI & GOLF, LLC.

TRACT 05161-R3

NOTE:
ON DATE OF SURVEY AS SHOWN HEREON, THE SITE WAS COVERED WITH SNOW. CAN NOT GUARANTEE ALL EXISTING FEATURES AND OR UTILITIES OBSTRUCTED BY SNOW WILL BE SHOWN.

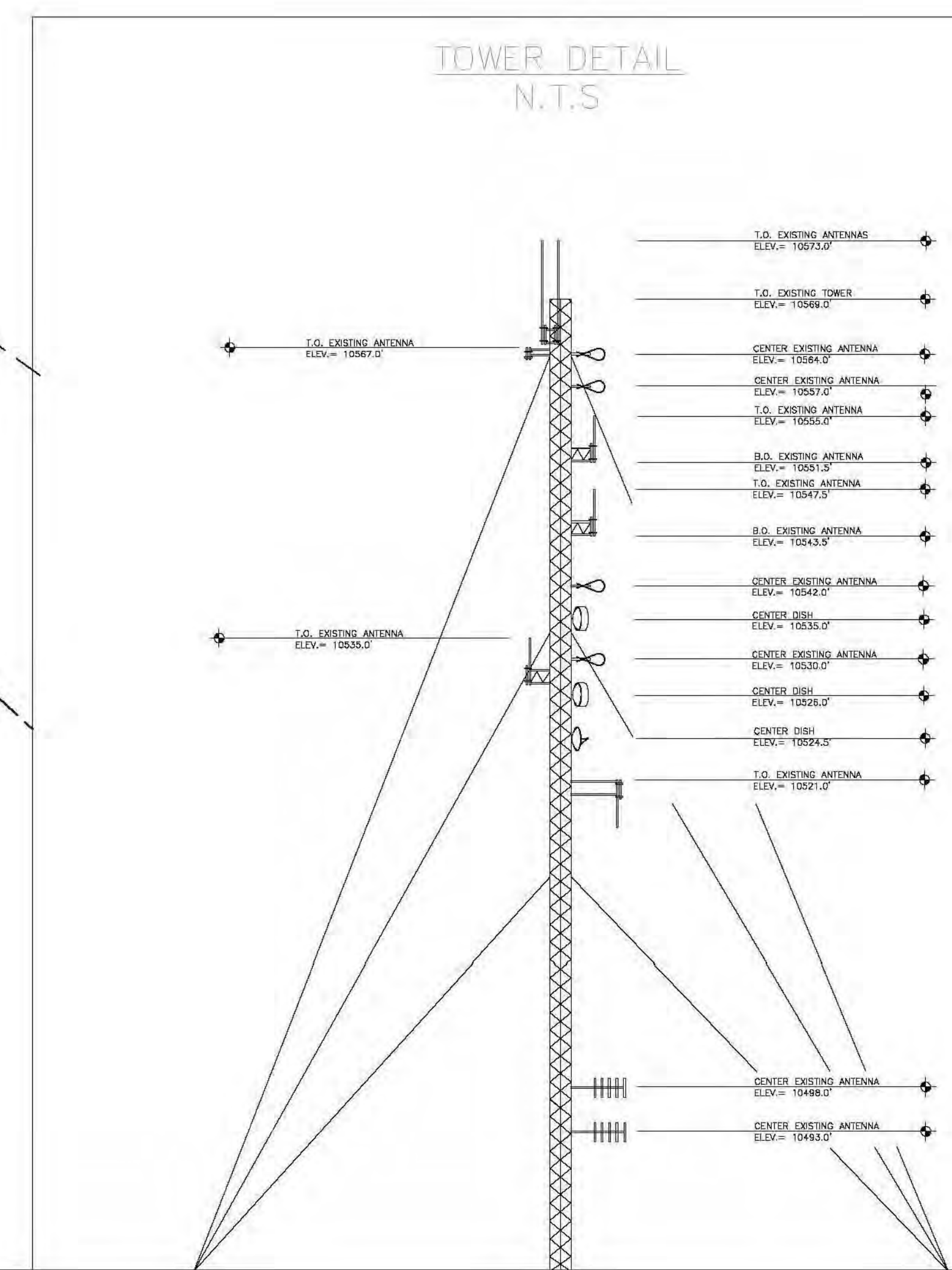
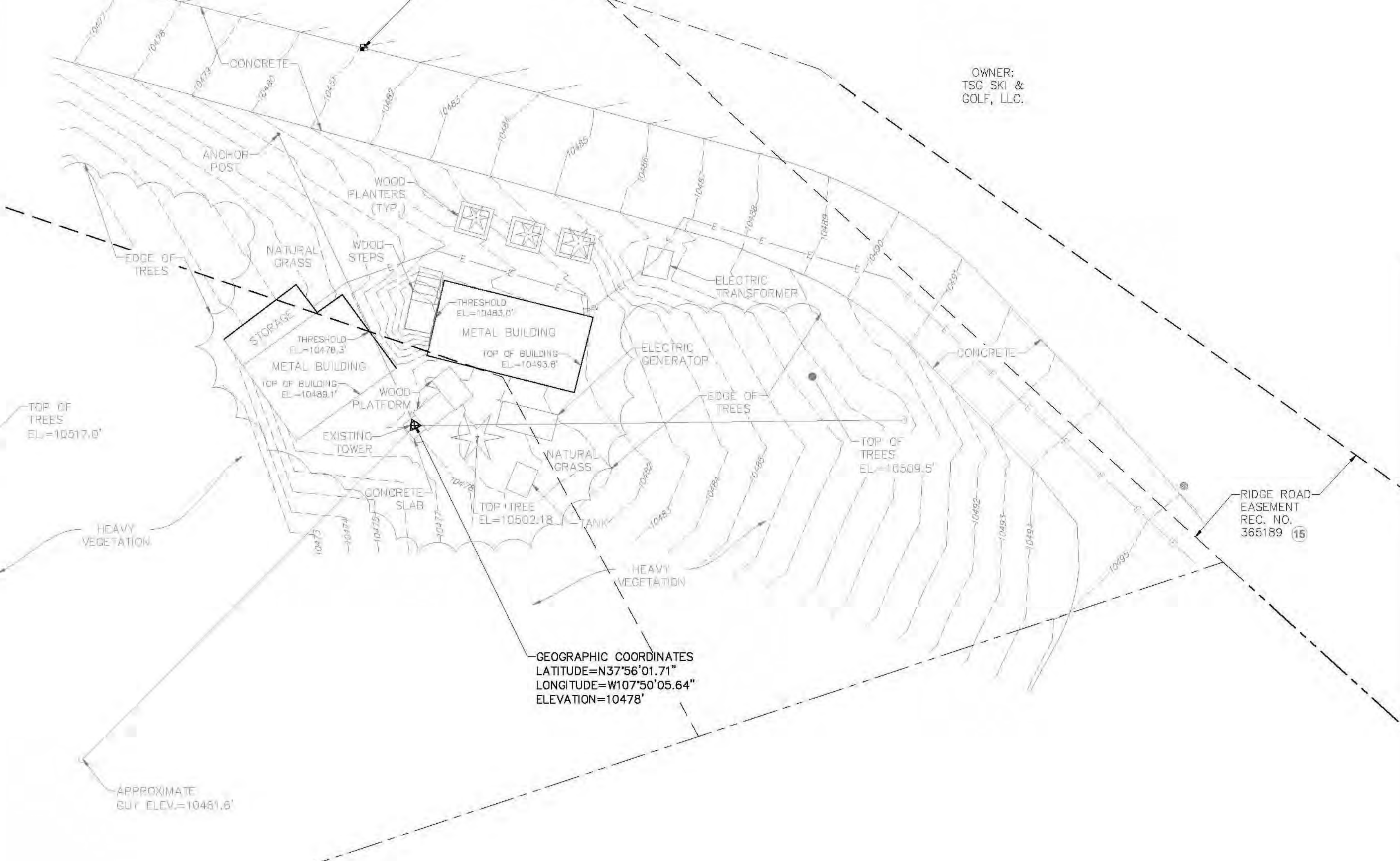
RIDGE ROAD EASEMENT REC. NO. 358716 (15)

SITE BENCHMARK SET PIN AND CAP "PSM CONTROL POINT" EL.=10481.41'



LEGEND:

- MONUMENT FOUND AS DESCRIBED
- SCHEDULE B2 EXCEPTION
- SITE BENCHMARK
- INDEX CONTOUR
- INTERMEDIATE CONTOUR
- ELECTRIC LINE
- EVERGREEN TREE
- BOLLARD/POST
- ELECTRIC METER
- GUY WIRE
- LIGHTPOST



BLACK & VEATCH
10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PLANS PREPARED BY:
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PROJECT FOR

188 INVERNESS DRIVE WEST
SUITE 400
ENGLEWOOD, CO 80112

DATE ISSUED
DEC. 1, 2014

DATE	ISSUED AS
---	ZD APPROVAL
---	CD PRELIMINARY / REVIEW
---	BID SETS
---	PERMIT SUBMITTED

DATE	REVISIONS
12/1/14	ZD APPROVAL
12/3/14	REVISED LATITUDE
---	---
---	---
---	---
---	---
---	---
---	---
---	---

PROJECT NAME
FAR COONSKIN
SITE ADDRESS
GRANITE RIDGE DRIVE
TELLURIDE, CO 81435
SAN MIGUEL COUNTY
PSM JOB NO.
R11224

LS 2



188 INVERNESS DRIVE WEST
SUITE 400
ENGLEWOOD, CO 80112



BLACK & VEATCH

304 INVERNESS WAY SOUTH
SUITE 400
ENGLEWOOD, COLORADO 80112

PROJECT/PHASE NO: 122061/8623

DRAWN BY: BTS

CHECKED BY: DDM

T.I.D. 1.86

REV	DATE	DESCRIPTION
A	02/11/15	ISSUED FOR REVIEW

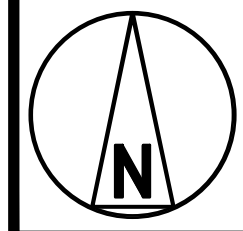
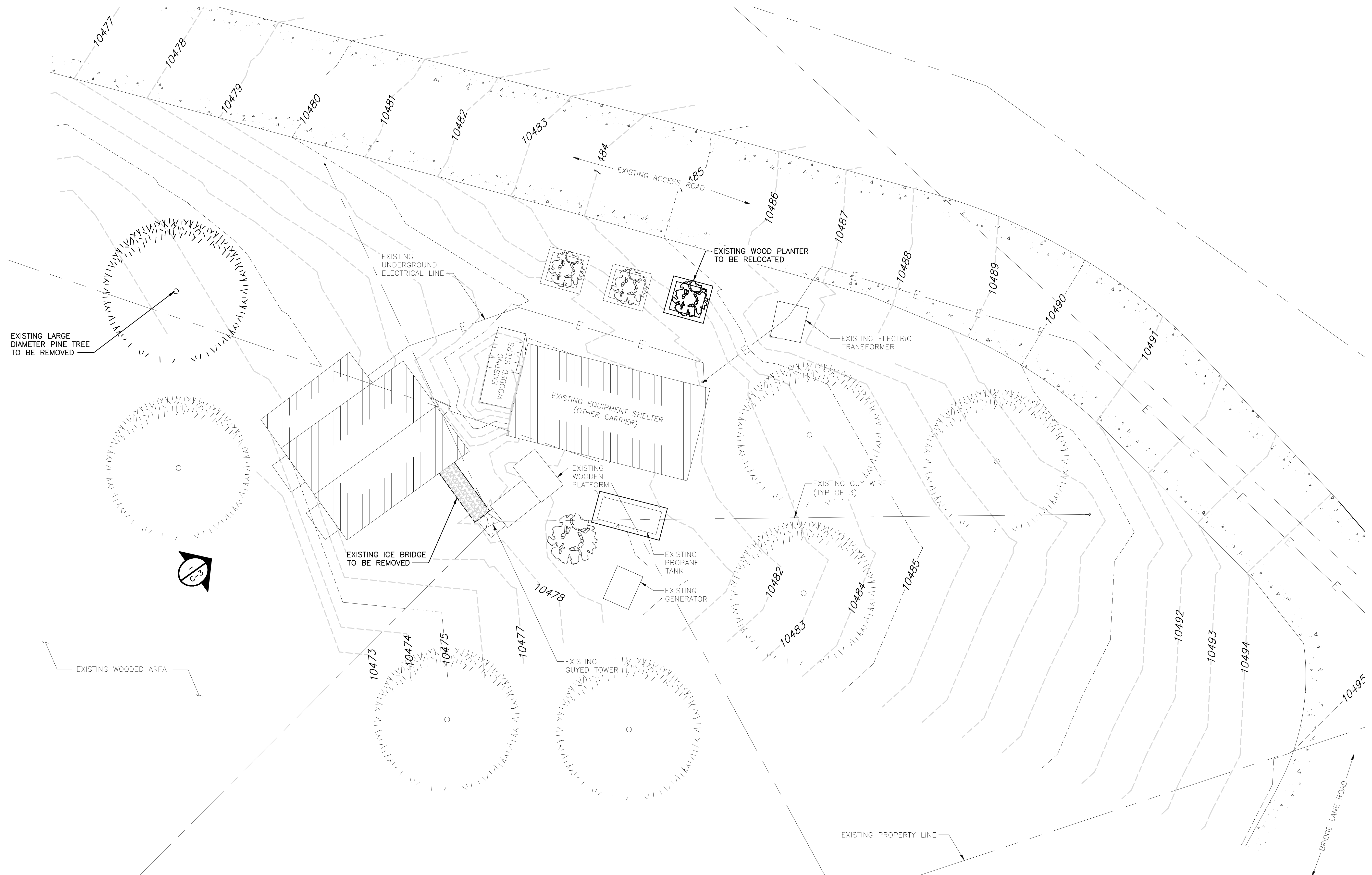
NOT TO BE USED FOR CONSTRUCTION

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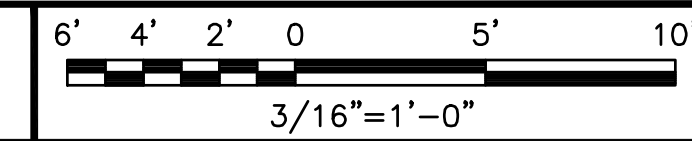
FAR COONSKIN
COLO6244
GRANITE RIDGE DRIVE
TELLURIDE, CO 81435
LTE - 1ST CARRIER AND MW UPGRADE

SHEET TITLE
EXISTING SITE PLAN

SHEET NUMBER
C-1



EXISTING SITE PLAN





188 INVERNESS DRIVE WEST
SUITE 400
ENGLEWOOD, CO 80112



BLACK & VEATCH

304 INVERNESS WAY SOUTH
SUITE 400
ENGLEWOOD, COLORADO 80112

PROJECT/PHASE NO: 122061/8623

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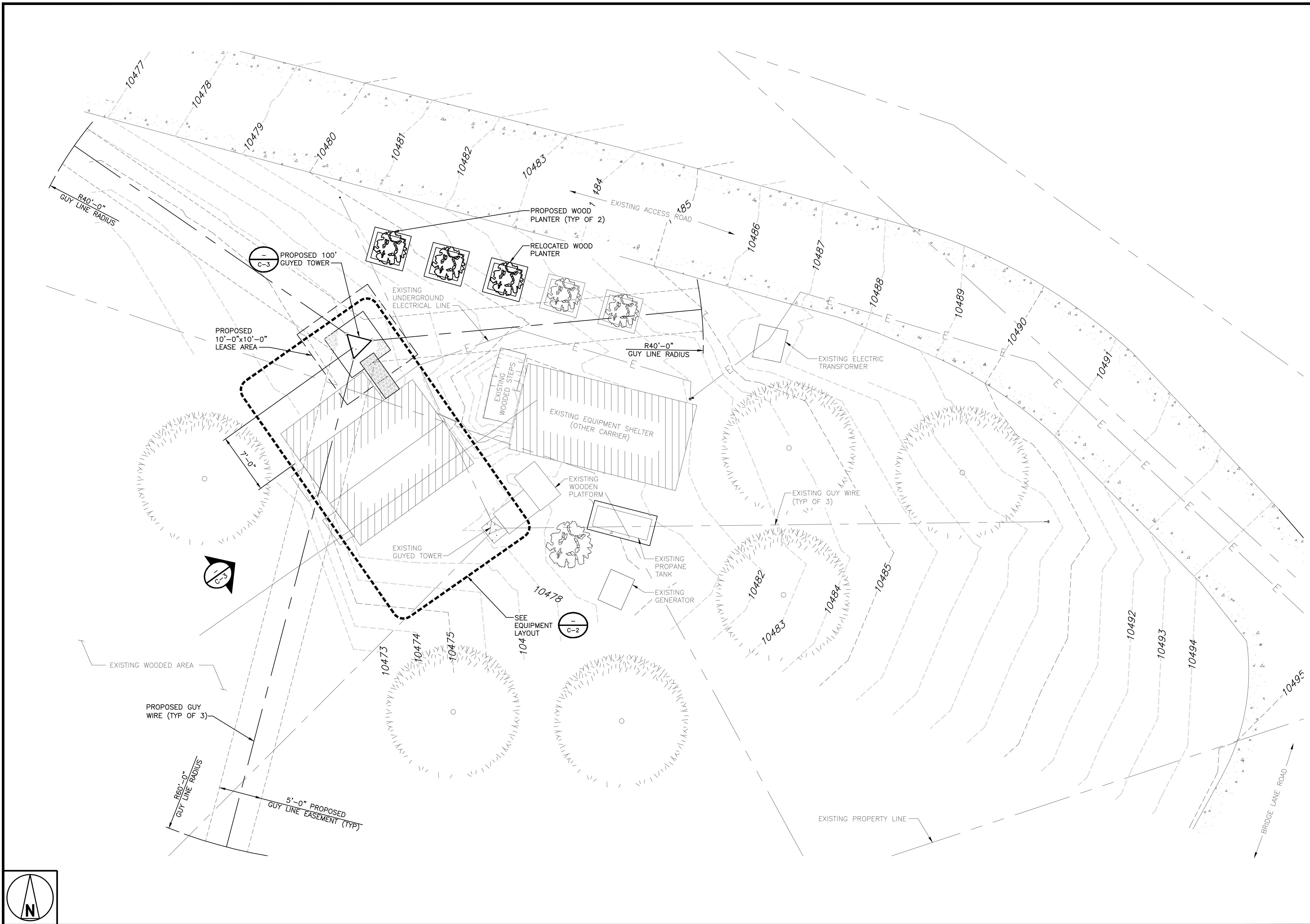
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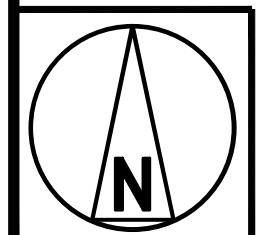
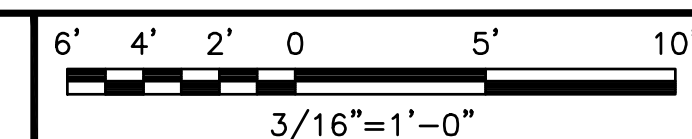
FAR COONSKIN
COLO6244
GRANITE RIDGE DRIVE
TELLURIDE, CO 81435
LTE - 1ST CARRIER AND MW UPGRADE

SHEET TITLE
PROPOSED SITE PLAN

SHEET NUMBER
C-1.1



PROPOSED SITE PLAN



NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED LTE GPS UNIT AND TRANSMITTING ANTENNAS.
3. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.



188 INVERNESS DRIVE WEST
SUITE 400
ENGLEWOOD, CO 80112



BLACK & VEATCH

304 INVERNESS WAY SOUTH
SUITE 400
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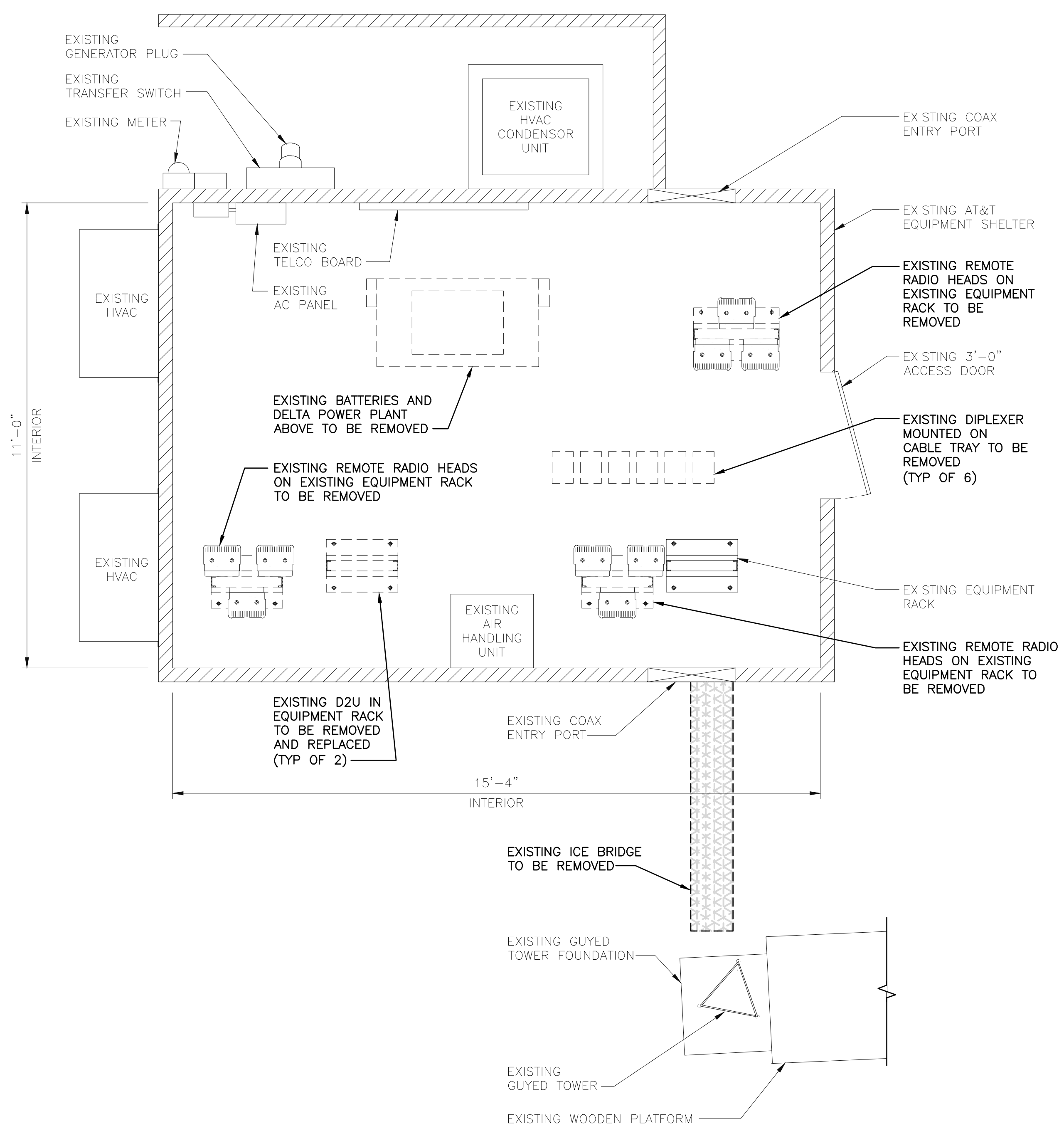
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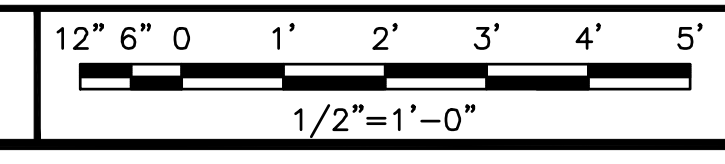
FAR COONSKIN
COLO6244
GRANITE RIDGE DRIVE
TELLURIDE, CO 81435
LTE - 1ST CARRIER AND MW UPGRADE

SHEET TITLE
EXISTING AND PROPOSED
EQUIPMENT LAYOUTS

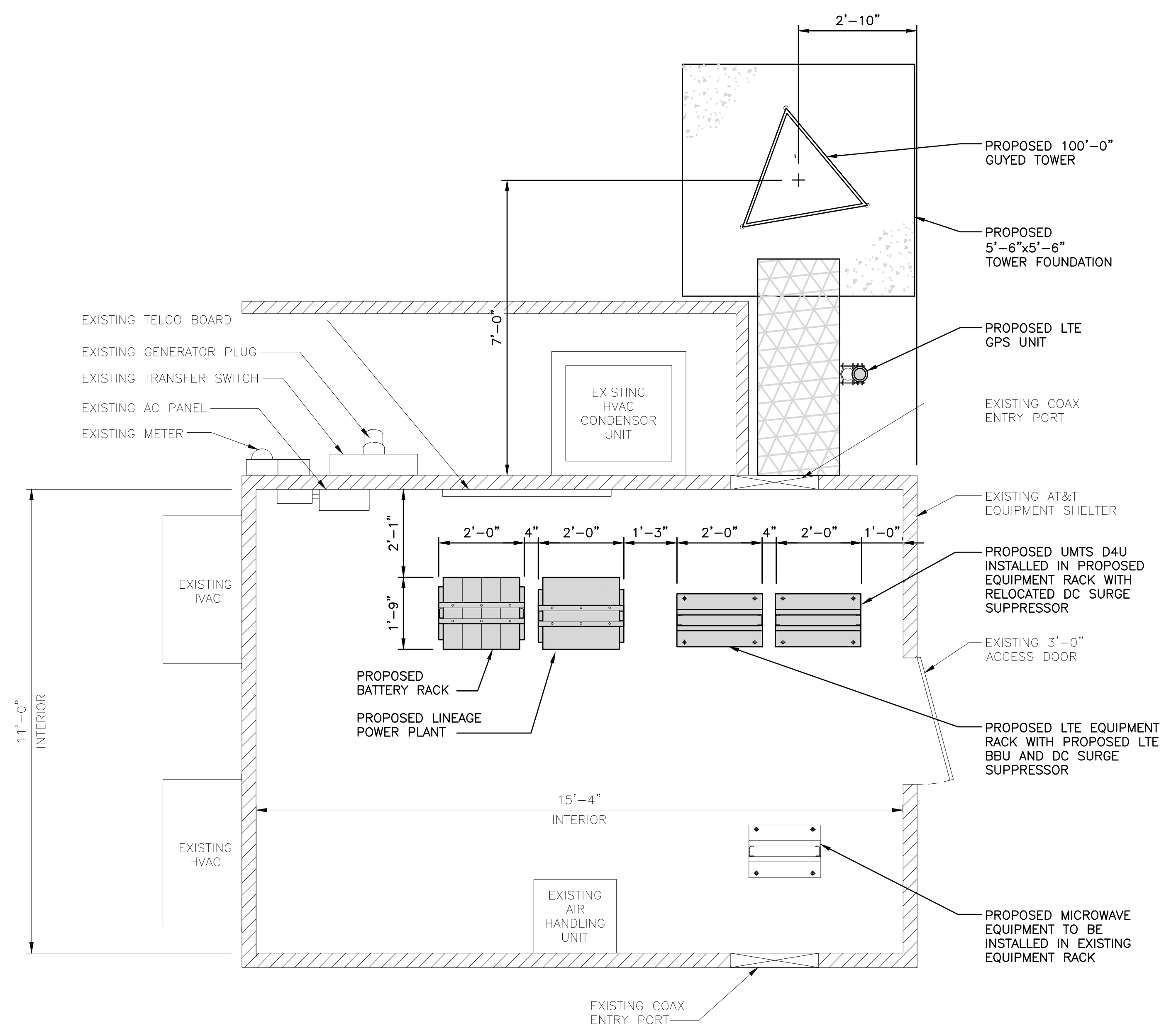
SHEET NUMBER
C-2



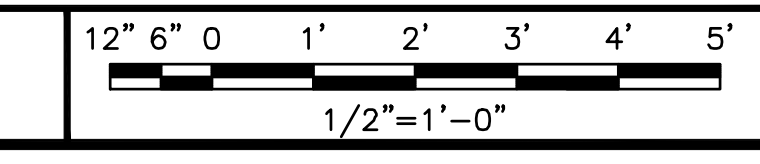
EXISTING EQUIPMENT LAYOUT



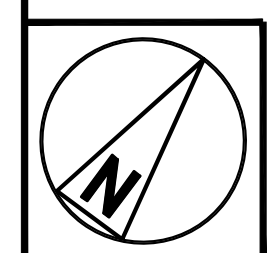
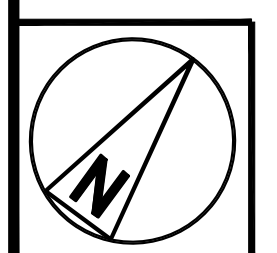
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PROPOSED EQUIPMENT LAYOUT

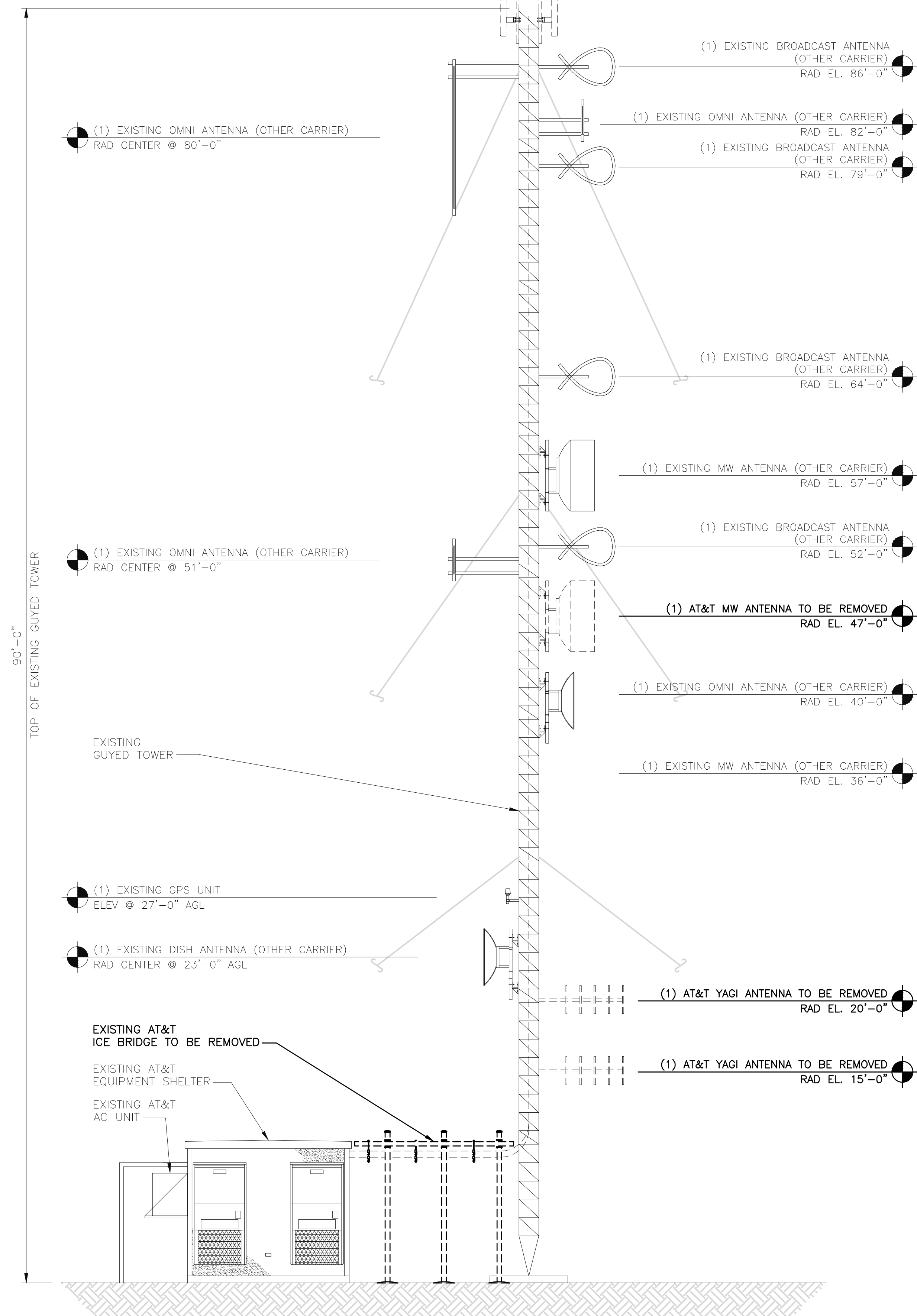


2



2
C-4

(3) EXISTING AT&T ANTENNAS
TO BE REMOVED
TIP HEIGHT EL. @ 97'-0"



90'-0"
TOP OF EXISTING GUYED TOWER

EXISTING GUYED TOWER

EXISTING AT&T
ICE BRIDGE TO BE REMOVED
EXISTING AT&T
EQUIPMENT SHELTER
EXISTING AT&T
AC UNIT

EXISTING SOUTHEAST ELEVATION

NOTES

CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.



188 INVERNESS DRIVE WEST
SUITE 400
ENGLEWOOD, CO 80112



BLACK & VEATCH

304 INVERNESS WAY SOUTH
SUITE 400
ENGLEWOOD, COLORADO 80112

PROJECT/PHASE NO:	122061/8623
DRAWN BY:	BTS
CHECKED BY:	DDM
T.I.D.	1.86

REV	DATE	DESCRIPTION
A	02/11/15	ISSUED FOR REVIEW

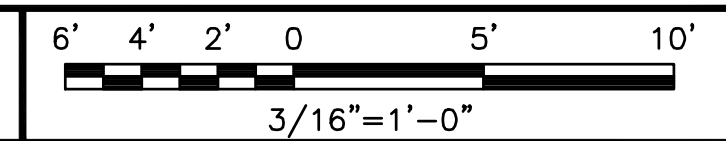
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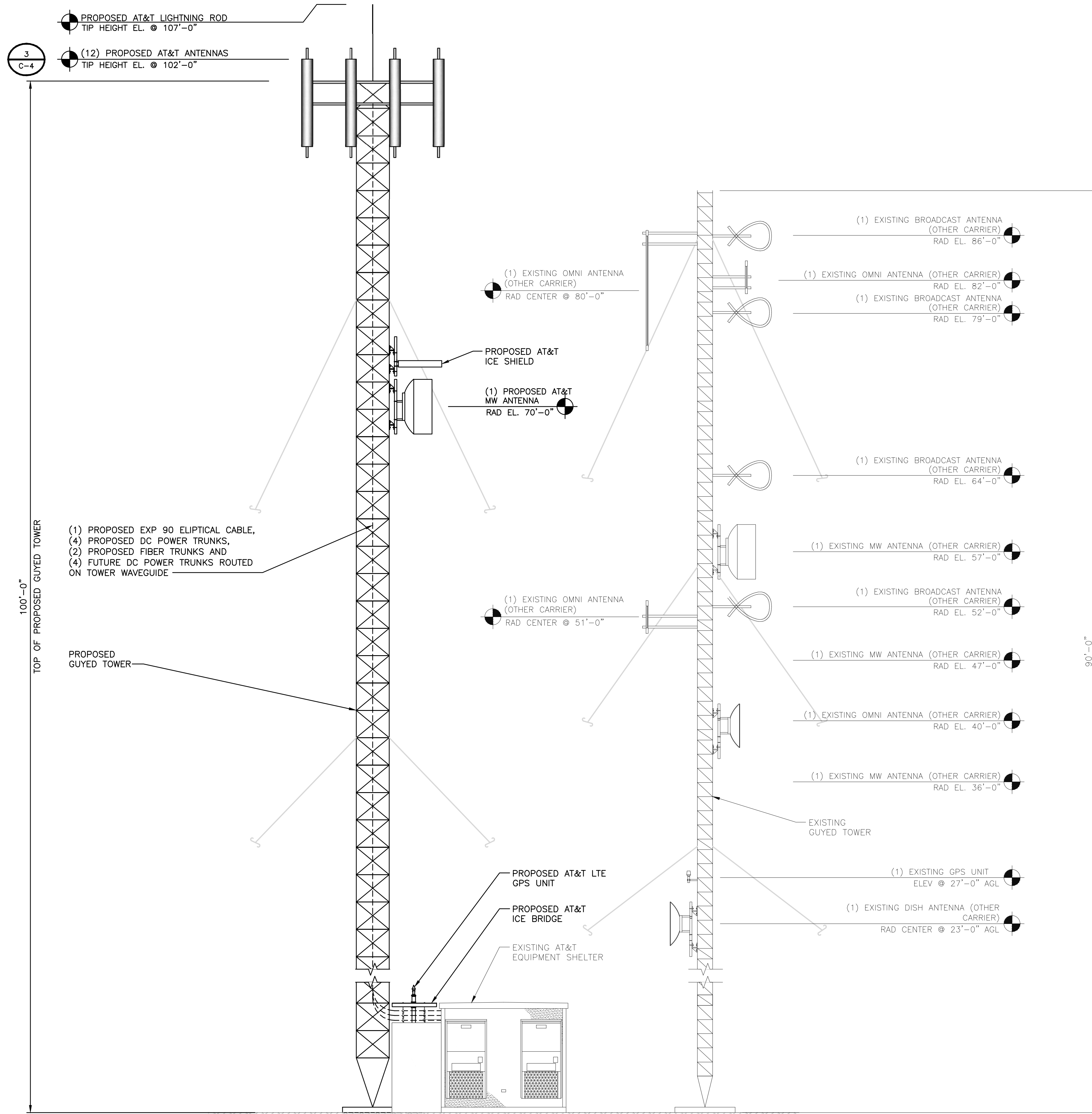
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FAR COONSKIN
COLO6244
GRANITE RIDGE DRIVE
TELLURIDE, CO 81435
LTE - 1ST CARRIER AND MW UPGRADE


SHEET TITLE
EXISTING
SITE ELEVATIONS

SHEET NUMBER
C-3





NOTES
 CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.



188 INVERNESS DRIVE WEST
 SUITE 400
 ENGLEWOOD, CO 80112



BLACK & VEATCH
 304 INVERNESS WAY SOUTH
 SUITE 400
 ENGLEWOOD, COLORADO 80112

PROJECT/PHASE NO:	122061/8623
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CHECKED BY:	DDM
T.I.D.	1.86

REV	DATE	DESCRIPTION
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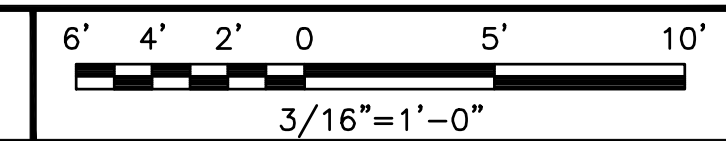
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FAR COONSKIN
 COLO6244
 GRANITE RIDGE DRIVE
 TELLURIDE, CO 81435
 LTE - 1ST CARRIER AND MW UPGRADE

SHEET TITLE
PROPOSED SITE ELEVATIONS

SHEET NUMBER
C-3.1

PROPOSED SOUTHEAST ELEVATION

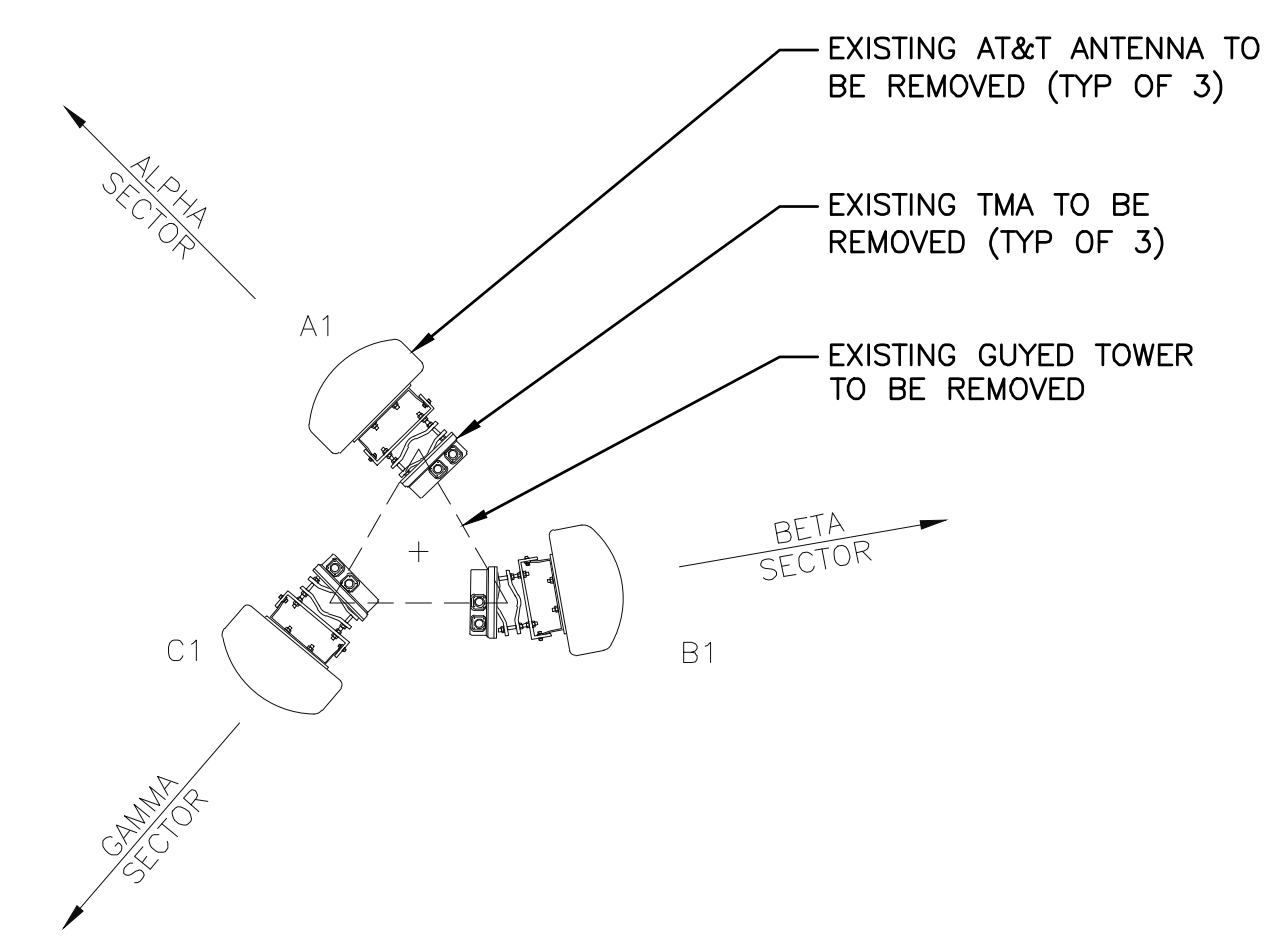


SECTOR	ANTENNA TYPE	TECHNOLOGY	TRANSMISSION CABLE		DC JUMPERS NEEDED	FIBER JUMPERS NEEDED
			QTY.	TYPE		
A1	PROPOSED ANTENNA	UMTS	-	SEE CHANGES BELOW*	YES	YES
A2	FUTURE ANTENNA	LTE	-	SEE CHANGES BELOW*	YES	YES
A3	FUTURE ANTENNA	LTE	-	SEE CHANGES BELOW*	YES	YES
A4	PROPOSED ANTENNA	LTE	-	SEE CHANGES BELOW*	YES	YES
B1	PROPOSED ANTENNA	UMTS	-	SEE CHANGES BELOW*	YES	YES
B2	FUTURE ANTENNA	LTE	-	SEE CHANGES BELOW*	YES	YES
B3	FUTURE ANTENNA	LTE	-	SEE CHANGES BELOW*	YES	YES
B4	PROPOSED ANTENNA	LTE	-	SEE CHANGES BELOW*	YES	YES
C1	PROPOSED ANTENNA	UMTS	-	SEE CHANGES BELOW*	YES	YES
C2	FUTURE ANTENNA	LTE	-	SEE CHANGES BELOW*	YES	YES
C3	FUTURE ANTENNA	LTE	-	SEE CHANGES BELOW*	YES	YES
C4	PROPOSED ANTENNA	LTE	-	SEE CHANGES BELOW*	YES	YES
MW	PROPOSED ANTENNA	MICROWAVE	1	EWP90-105	-	-

*(4) PROPOSED DC POWER TRUNKS, (2) PROPOSED FIBER TRUNKS, (4) FUTURE DC POWER TRUNKS
SUPPLY ALL LTE AND UMTS ANTENNAS

NOTES

CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.



188 INVERNESS DRIVE WEST
SUITE 400
ENGLEWOOD, CO 80112

304 INVERNESS WAY SOUTH
SUITE 400
ENGLEWOOD, COLORADO 80112

PROJECT/PHASE NO:	122061/8623
DRAWN BY:	BTS
CHECKED BY:	DDM
T.I.D.	1.86

REV	DATE	DESCRIPTION
A	02/11/15	ISSUED FOR REVIEW

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FAR COONSKIN
COLO6244
GRANITE RIDGE DRIVE
TELLURIDE, CO 81435
LTE - 1ST CARRIER AND MW UPGRADE

SHEET TITLE
ANTENNA LAYOUTS

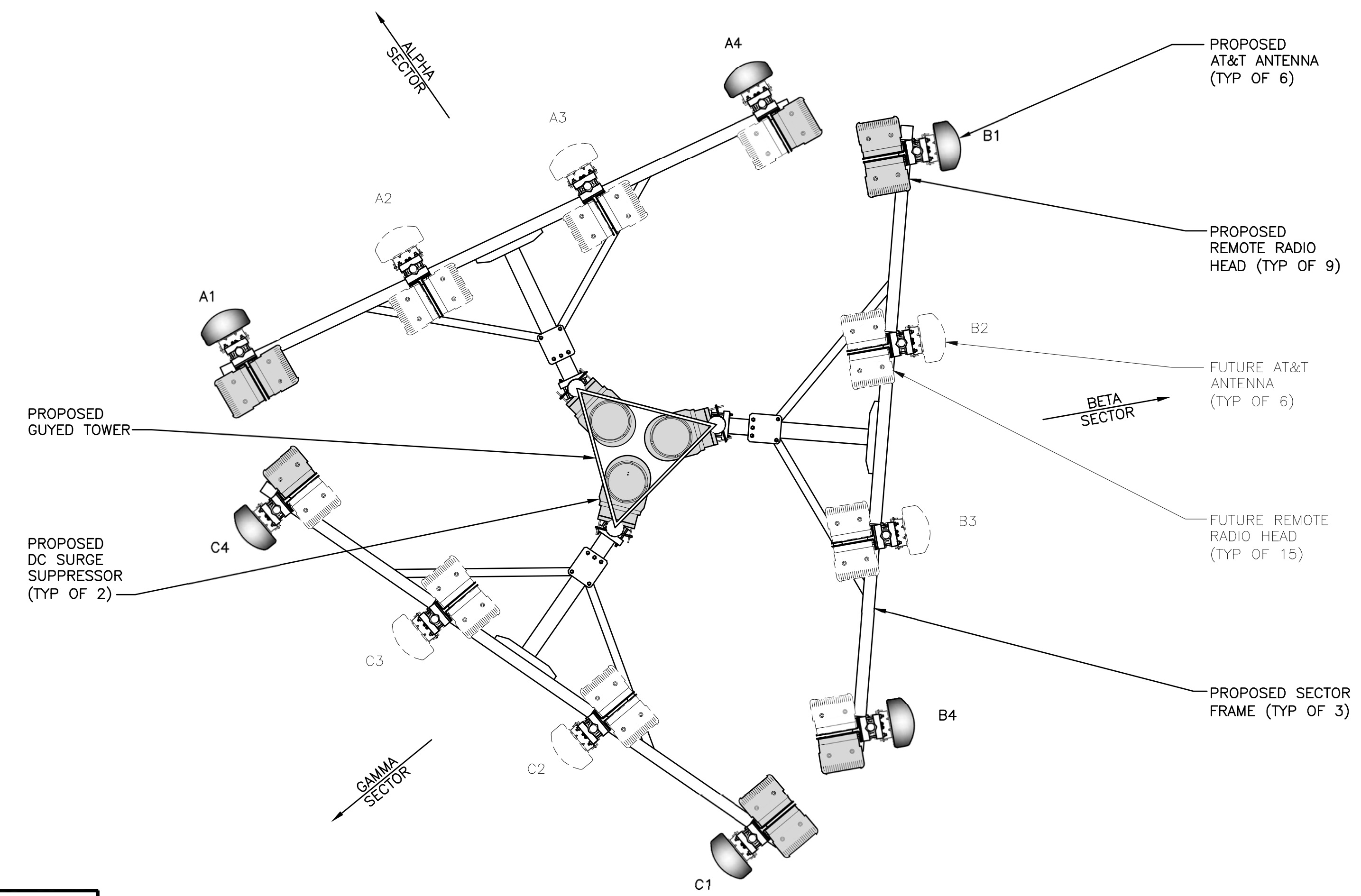
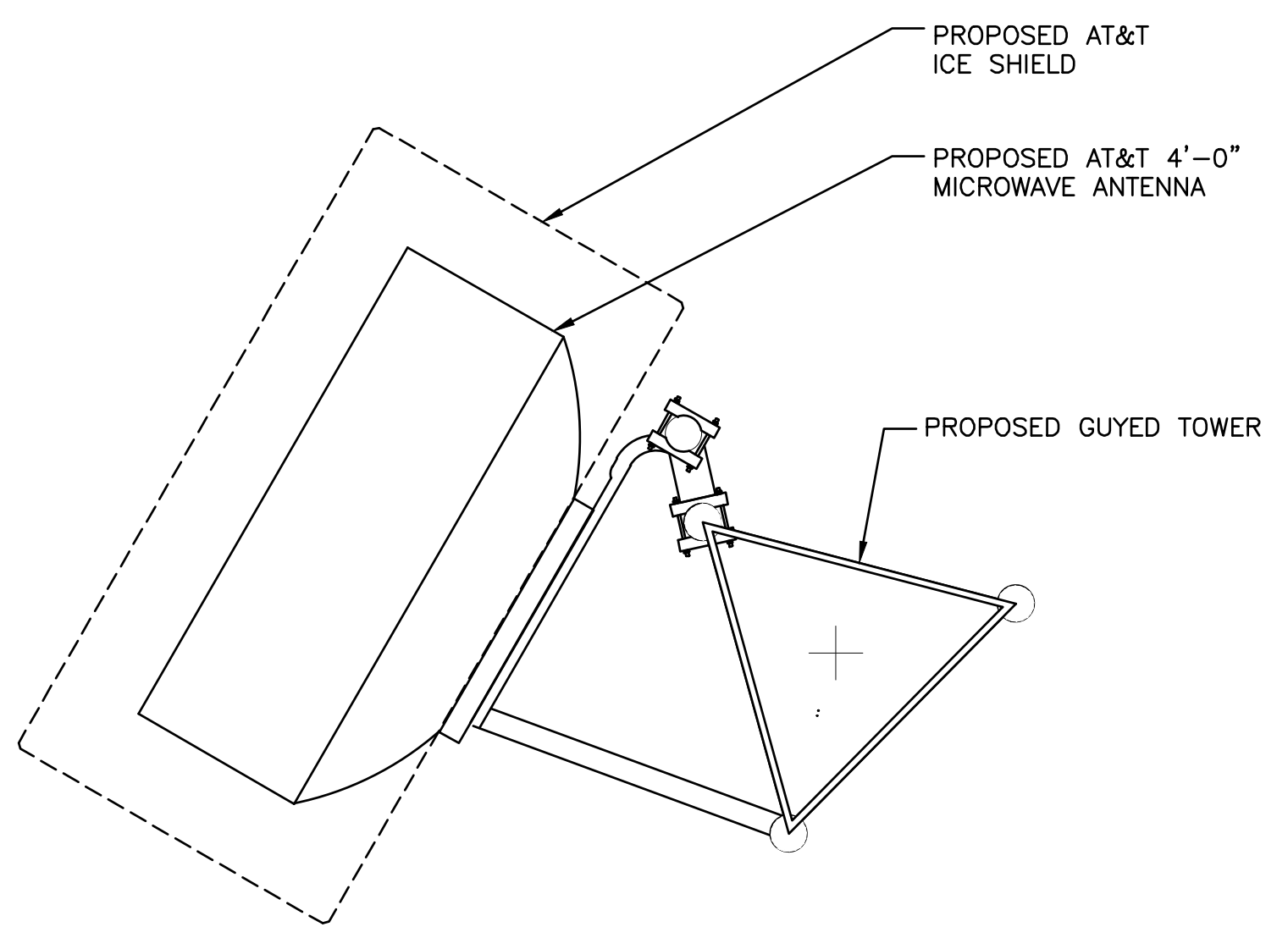
SHEET NUMBER
C-4

PROPOSED ANTENNA AND TRANSMISSION CABLE REQUIREMENT

NO SCALE 1

EXISTING ANTENNA LAYOUT

NO SCALE 2

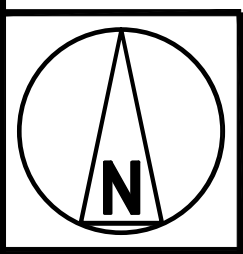
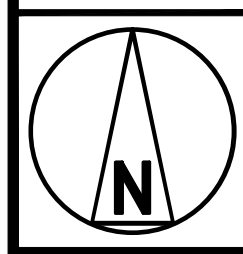


PROPOSED ANTENNA LAYOUT

NO SCALE 3

PROPOSED ANTENNA LAYOUT

NO SCALE 4





AGENDA ITEM #14

Date: February 12, 2015
To: Mayor & Town Council
From: Jackie Kennefick, Director of Administration/Town Clerk
RE: Agenda Item #14

Consideration of Moving a Previously Approved Vending Cart (Backyard BBQ) from Sunset Plaza to Heritage Plaza (Item was Continued from the January Meeting).

This item was continued from the January Town Council meeting due to a tie vote. All original packet information has been included in the February packet as well as an additional email from the vendor.

TO: MAYOR JANSEN AND TOWN COUNCIL
FROM: DEANNA DREW, DIRECTOR PLAZA SERVICES
SUBJECT: REQUEST FOR ADDITIONAL VENDING CART IN HERITAGE PLAZA
DATE: JANUARY 8, 2015
CC: KIM MONTGOMERY, JD WISE

BACKGROUND

The town approved and permitted the applicant's vending cart, Backyard BBQ, to operate during the 2014-2015 winter season on Lot OS-3V in Sunset Plaza pursuant to Section 17.5.15.E of the Community Development Code (CDC), "Vending Regulations".

After approximately one month of operation, the applicant desires to move his vending cart to Lot OS-3X, Heritage Plaza, to operate for the remainder of the winter season. A letter from the applicant listing the reasons for this request is attached.

The town code currently allows a maximum of three vending carts to operate in Heritage Plaza. Three vending carts (Place de Crepes, Wax Guru, and Gyro Stand) were previously approved to be located in Heritage Plaza for the 2014-2015 winter season and are currently operating under license agreements with the town. Two of the existing carts serve food and the other offers ski and snowboard waxing services.

The Town Council may permit additional vending carts on Plaza Areas in its sole discretion.

CONSIDERATIONS

- The applicant has met all conditions for approval of a vending cart on Town plazas.
- According to the CDC, the purpose of permitting vending carts in the Village Center is to promote vitality and vibrancy without impacting the public interest or causing detriment to existing businesses.

- The vendor serves pulled pork and chicken brisket BBQ, a food item that does not compete with other food establishments in the Sunset Plaza. However this food item does compete with the Diggity's Dogg House in Heritage Plaza.

But, Eric Moser the owner of the Dogg House has indicated he does not oppose the vending cart moving to Heritage Plaza.

- The vendor has recognized the town's intent to utilize vending carts as "incubator" businesses to eventually occupy long term, year-round, brick and mortar sites in the Village Center.
- The town desires to increase activity and vibrancy in our outlying plaza areas including Sunset Plaza. The vendor has stated he will consider returning to Sunset Plaza after he is able to build a reputation in a location with more visibility and foot traffic.
- The vendor has spent a considerable amount of time and money gaining approval from the town for his vending cart operation.
- The town acknowledges that Sunset Plaza does not provide a heated, snow-free, plaza surface or a large seating area to serve a vending cart operation, but cannot provide an immediate solution to these issues. However, manual snow removal and a variety of benches, tables and chairs do exist at this location.
- It is the Plaza Services staff opinion that there is enough physical space for an additional vending cart in Heritage Plaza this season.

1/7/15

Mayor & Town Council

Town of Mt. Village, CO.

RE: Sunset Plaza -Food Cart location

Dear Council Members,

As an introduction, I am Nick Pasquariello, an Executive Chef. I have worked in Mt. Village Hospitality /Food operations in the past as:

1. Deli-Manager in the Mt. Market for 2 years &
2. Line Chef at the Peaks (in the 5 Star Restaurant) for a season.

Since graduation from Johnson & Wales University -Denver Culinary College in 2005, I have been Executive Chef and/or Restaurant Manager in several restaurants in Ridgway & Montrose. The last 2 years I have been the Food Service Director /Dietary Manager of San Juan Living Center (Assisted living facility) in Montrose. I felt that I needed a “rest” from that type of Food operation- as the “clients” are usually ill & are there to either rehab or to have assisted living services until they pass. I am not a novice businessman.

I chose to open a lunch BBQ Food Cart operation in Mt Village for the 2014-2015 Winter Ski season. When I applied, there were no available Cart spots in Heritage Plaza, so I reluctantly accepted a cart location in Sunset Plaza. I started in Sunset Plaza on 12/13/14. I have been in the Sunset Plaza for over 4 weeks from 10:30 -3:30 6-7 days a week, as per contract. I have opened up & stood by the BBQ Cart during the snow storms /blizzard/freezing temps /overcast /wind & a few sunny days.

Here are the issues with this Lunch Food Cart location assignment in Sunset Plaza:

1. This is the first year a Lunch Food cart has operated in Sunset Plaza-there is no “winter lunch cart history” to build on
2. My BBQ Cart is not advertised on the directories – & no temp sandwich board advertising is allowed for carts (although allowed for other businesses)
3. Sunset Plaza has very little Skier/visitor & local “foot traffic” before 3 PM-(happy hour & dinner).
4. Sunset Plaza is **not a winter lunch destination Plaza** (Heritage Plaza is). The several inside Food operations in Sunset Plaza have very minimal lunch traffic.
5. Sunset Plaza is not heated & requires snow shoveling & plowing –several inches of snow on the Plaza is not conducive to having potential customers get to my Food Cart (Heritage Plaza is heated)
6. My cart is required to be removed each nite. I had to rent a monthly parking spot in the parking garage.

7. Sunset Plaza did not provide public seating (tables & chairs) for my BBQ Food Cart business for the 1st 3 weeks during the Xmas or New Year's Holiday weeks (Heritage Plaza does). My few customers had to either stand or continue eating & walking. Addition of public seating (2 tables-4 chairs) this week has **not** improved traffic or revenue.

Business to date:

I have had excellent reviews of the quality of my BBQ –Pulled Pork-Chicken & Brisket. However, because of the issues above in the Sunset Plaza location, **I have only averaged from 6-12 sandwiches per day (\$50-\$75/day)**. I have grossed Less than \$800 for the 4 weeks. That barely pays for the cost of the Food & my gas each day. There is NO revenue for space rental /parking rental / licenses or my salary. I am in the red every day. I have invested over **\$6000** up front to:

1. Purchase the Food cart
2. Buy food
3. Food license & health inspection
4. Acquire the required Mt Village Insurance package
5. Pay Mt. Village Application & Licensing fees & the \$500 deposit
6. Pay monthly rental for the cart location
7. Pay monthly parking fees

Request of the Town Council:

I can not return to my former position as Food Service Director at the Assisted Living Facility. I fully intend to have this BBQ Lunch Cart be successful. However, I can not make this BBQ Food Cart a success or build the reputation in Sunset Plaza. **The Plaza is not set up for Winter Lunch Food Cart service and no history as a Winter Lunch Plaza.** I can not continue to stand in the Sunset Plaza in the snow & cold with no real lunch foot traffic for the winter ski season.

Therefore, I am asking the Town Council to **Transfer my cart location to Heritage Plaza immediately**-so that my business can survive & I can build a reputation for the BBQ Cart. BBQ (Pulled Pork-Chicken & Brisket) is an approved menu & does not compete with other restaurant or cart menu items in Heritage Plaza.

Future Intent:

As per the contract, my future vision would to become a brick & mortar operation, perhaps take over the Sweet Life location in Heritage Plaza, if I have a successful season. At a minimum, I could agree to return to Sunset Plaza **next** ski season, after I have built the BBQ Cart reputation in Heritage Plaza this season. Without this move to Heritage Plaza for the rest of the Winter Ski season, I will lose my investment & my livelihood.

Thank you for your consideration.

Nick Pasquariello/ Pasquariello Services [/nickpasquariello@ouraynet.com](mailto:nickpasquariello@ouraynet.com) /(970) 318-0153

Susan Johnston

Subject: FW: February 19 MV Town Council agenda

-----Original Message-----

From: nickpasquariello@ouraynet.com [mailto:nickpasquariello@ouraynet.com]

Sent: Thursday, February 12, 2015 11:40 AM

To: Jackie Kennefick

Subject: Re: February 19 MV Town Council agenda

2/12/15

Jackie Kennefick
Mtn Village Staff
Mtn Village Town Council Meeting 2/19/15

Re: # 15 Pasquariello Services-

Please present the original letter to the Town Council. See my new comments below..

There has been no discernible change in customer traffic since the last Mtn. Village Town Council meeting in January (still 5-10 sandwiches per day).

The Town did finally put up an a frame sign in Heritage Plaza. However it took 10 days. The sign was supposed to for the 3 Food operations in Sunset Plaza & ended up with a listing of all business (food / service & retail) in Sunset Plaza. It is something that should have been done at the start of the season -but it was completely ineffective in increasing foot & customer traffic....

With no snow since the middle of January, unless I am able to move to the Heritage Plaza, I must close for this season & lose my investment.

Last council meeting..it was a tie vote 3-3 because one of the Council Members left early. I want a full vote..

Respectfully, Nick Pasquariello

Pasquariello Services
(970) 318-0153
nickpasquariello@ouraynet.com

Attached is the agenda for next week's Council meeting.

>

> Please submit all packet materials by noon tomorrow and refer to the
> agenda item number. Thank you.

>

> Jackie Kennefick
> Director of Administration/Town Clerk
> Town of Mountain Village
> O :: 970.369.6406
> M :: 970.729.3440
> Email Signup<<http://www.townofmountainvillage.com/emailsignup>> |

Memo

To: Mayor Jansen and Town Council
From: James Mahoney
Date: February 12, 2015
Re: Lot 38-50-51 Hotel Madeline – Amended and Restated Hotel Deed Restriction

The Town was approached by the Madeline Property Owner (“Applicant”) about the potential to amend and restate the Declaration of Condominium Hotel Covenants and Restrictions (the “Hotel Deed Restriction”). In your packets you will find the existing Hotel Deed Restriction, which was amended and restated in 2013, a proposed new amendment to the Hotel Deed Restriction (in redline format), and a narrative from the Applicant as to why this proposed amendment is requested and necessary.

The history of this document is that it was originally put in place in 2006 when the PUD for Hotel Madeline was originally approved. The overall goal of the Hotel Deed Restriction was to insure that the Hotel Madeline actually functioned like a hotel, despite the ability to sell the efficiency lodge units to third party owners. The amendment in 2013 cleaned up the document and removed an inventory deficiency penalty section which was a cumbersome formula that didn’t work and attempted to resolve any potential securities issues by adding language that stated that so long as registration as a security is not required, each efficiency lodge unit shall be required to participate in the hotels rental management program. This amendment was requested by the previous owner of the property, Ektornet.

The property has since been purchased by the Applicant. The Applicant hired a firm, Greenberg Taurig, who are the industry experts in condo-hotels and related securities issues to analyze the document regarding securities and it is their opinion that requiring an owner of an efficiency lodge unit to participate in the hotel’s rental management program would require registration of a security, which is a very expensive and prohibitive way to sell real estate. After receiving this analysis, our

office reached out to the securities section at Sherman & Howard, for our own expert analysis on the matter.

Our analysis was essentially that this could give rise to the need to register as a security; however, it is not a given that it would. The analysis focused on what are called “No Action Letters” which are issued by the SEC when a developer asks the SEC if it will take action against such a developer based on their set of facts and circumstances. There have been several No Action Letters issued by the SEC that seem to indicate - when there are conditions which may normally require registration as a security, when such conditions come from local zoning registration as a security may not be required. The one major twist in our fact pattern from the few No Action Letters that have been issued is that the rental requirement for this property does not straight out of our LUO (now the CDC), but rather was part of a negotiated PUD. The Applicant believes this is a major distinguishing factor. Our analysis agrees that it is a distinguishing factor, but is not sure which way the SEC would go on that question.

Therefore, the only way to be certain would be to require the applicant to seek a No Action Letter from the SEC. As the Applicant explains in its narrative, that approach is a very expensive, long and potentially risky route to take. Thus, the Applicant has proposed adding various elements to the Hotel Deed Restriction, that while not requiring each owner of an efficiency lodge unit to be in the hotels rental management program, will (1) require owners to rent their unit when not using; (2) limits occupancy of efficiency lodge units (something that is consistent with our code, which calls these units out as short term lodging units); (3) requires the hotel operator to be the only provider of (“Hotel Exclusive Services”); (4) requires any third party rental operators to be approved by the HOA; (5) requires furniture packages and decorations to be approved by the hotel operator; and (6) offers benefits for owners who do participate. The Applicant believes that with these elements in place they will have an extremely high rate of owners of efficiency lodge units as part of their rental program.

This appears to be a viable option as opposed to staying with the existing restriction as written and requiring the Applicant to seek a No Action Letter. However, that is a determination that is entirely up to Town Council.

Should you want to approve the agenda item, you would need a motion as follows:

I move to approve the resolution approving the Second Amended and Restated Declaration of Condominium Hotel Covenants and Restrictions (the “Hotel Deed Restriction”) as presented.

February 5, 2015

Town of Mountain Village Town Council,

Madeline Property Owner, LLC (“MPO”) purchased Hotel Madeline Telluride (the “Property”), on August 22, 2014. NVHG Madeline Hotel Operator, LLC is operating the Property, now Madeline Hotel and Residences Telluride, and is overseeing \$15mm in capital improvements projects and the sale of the Property’s Residences. NVHG Madeline Hotel Operator, LLC will also oversee a voluntary Residence (Rental) Management Program for the soon-to-be Residence Owners.

MPO and the Mountain Village community have much to gain from the (i) successful sale of the Property’s residences (the Property’s bed base will more than double, and the real estate transfer taxes will total approximately \$1.8mm conservatively), and (ii) successful operation of the Hotel and Residence Management Program.

MPO plans to sell 60 Residence Condominiums and 11 Hotel Condominiums (the Hotel’s suites). The 11 Hotel Condominiums have kitchens and larger floor plans, both of which are necessary to obtain end-purchaser financing. Unfortunately, the current Hotel Deed Restrictions includes language that is troubling to potential buyers, and potential end-purchaser lenders, which effectively make the Hotel Condominiums unsellable. Section 12.vi.c. of the current Hotel Deed Restrictions states:

“So long as the registration as a security is not required under applicable state and federal securities laws, each lodge and efficiency lodge unit in the condominium-hotel shall be included in the hotel operator’s management and marketing program and managed by the condominium-hotel operator, and in that case a separate unit management agreement for each unit must be executed at the time of closing on a lodge and efficiency lodge unit, consistent with this section.”

I have been representing condo-hotel developers and large-scale condominium sales programs for over thirteen years. MPO’s legal counsel, GreenbergTraurig, is regarded as the experts in US real estate sales. Together we are confident that any attempt to mandate participation in the Hotel Operator’s rental management program would require securities registration. As GreenbergTraurig’s attached letter states:

“...mandatory rental program participation is viewed by the SEC to turn a real estate offering into a security offering for which registration would be required. Securities registrations are costly in both time and fees, and even if successful, entirely change the nature of the sales program from licensed brokers to Series 7 licensed brokers.”

Having said this, MPO could file for an SEC no action letter. Unfortunately, the lengthy process, high fees, SEC scrutiny, and outcome uncertainty (just three have been issued in over a decade) all make this an unviable option. Moreover, even if an SEC no action letter could be obtained, it is doubtful lenders would be comfortable enough with the unique restriction to provide end-purchaser financing.

Alternatively, an Amended Hotel Deed Restrictions has been drafted with the Town’s legal counsel, which specifically calls out that the Town and MPO have the same goal – to have as many hot beds as possible, and

to operate the same at the highest possible occupancy, rates and quality levels. The significant changes include:

HOTEL EXCLUSIVE SERVICES: In the Amended and Restated Declaration, adopted January 29, 2015, “Hotel Exclusive Services” were added to ensure the Hotel Operator is able to operate the property to the Standards, and provide privacy and security to all unit Owners and Hotel Guests. Per the Hotel Exclusive Services, the Hotel Unit Owner and/or Hotel Operator shall have the sole and exclusive right to provide the following services to all Residence Condominium and Hotel Condominium Units:

- Accept reservations by, from and through the Unit Owner and/or its agents, including any Qualified Rental Program, for the use and occupancy of the Unit;
- Establish and enforce check-in and check-out procedures for all Owner's and Owner's guests;
- Housekeeping and cleaning services necessary or desired for the Units;
- All routine repairs and maintenance services necessary or desired for the Units;
- Valet parking services;
- Pest control services;
- Manage and maintain the Unit electronic locking system, and all associated keys, including issuance and replacement of room keys;
- Collection of all service fees and other charges payable by the Owner to the Hotel Unit Owner or Hotel Operator for the provision of these Hotel Exclusive Services and any other individual charges incurred by or on behalf of Owner;
- Connect telephones in the Unit to the Hotel's telephone switchboard. All Units must utilize the Hotel's telephone systems;
- Make arrangements for, or cause to be arranged, internet service and basic cable or satellite television service to the Unit utilizing the Hotel's cable or satellite system and such additional television services as Hotel Unit Owner and/or Hotel Operator may, from time to time determine, in its discretion. No separate internet, cable or satellite televisions services may be provided to the Units.
- In accordance with the liquor license issued by the State of Colorado for the Community, (i) operate mini-bars in the Units; and (ii) provide room service to the Units, which shall include the sale and dispensing of alcoholic beverages and food in the Unit. Unit Owners shall not engage in any activity within its Unit or any portion of the Community requiring a liquor license from the State of Colorado, without limitation, the sale of alcoholic beverages and food;
- Such additional services and procedures as the Hotel Unit Owner and/or Hotel Operator may elect, from time to time, in order to maintain uniformity, quality, appropriate access restrictions, and ensure compliance with the Town Requirements and the Standards.

These same Hotel Exclusive Services, which ensure the Hotel Operator is able to operate the property to the Standards, and provide privacy and security to all unit Owners and Hotel Guests, are also called out in the Amended Hotel Deed Restrictions for your approval (see Section 6.6.4).

QUALIFIED RENTAL PROGRAM: In the Amended and Restated Declaration, adopted January 29, 2015, “Qualified Rental Program” was added to ensure that the Residence Condominiums and Hotel Condominiums will always be represented in a manner that complements the Standards. In essence, any company that intends to represent Residence Condominiums and/or Hotel Condominiums for transient rentals is now required to be pre-qualified by the Association Board. Qualified Rental Programs are required to:

- Be registered to do business in the State of Colorado;
- Have all business license(s) required by the Town of Mountain Village;
- Be current in the payment of applicable taxes to the Town of Mountain Village, San Miguel County and the State of Colorado;
- Have an physical office located in or near the Town of Mountain Village, Colorado;
- Have a dedicated telephone number for Owners and guests to utilize that is a local or toll free call;
- Have experience managing rental units of at least four stars in quality rating;
- Have other rental units under management that meet at least a four star quality rating; and
- Have personal injury liability insurance at a minimum amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate or at such higher amounts as may be required by the Board.

In order to ensure free enterprise and end-purchaser financing, Residence Condominium and Hotel Condominium Unit Owners are not precluded from directly renting the Owner's Unit to a guest or from utilizing rental services such as VRBO, HomeAway, Flip Key or similar rental services under which the Owner is directly renting the Owner's Unit to a guest.

The Hotel Unit Owner is under no obligation to grant trademark usage rights to Qualified Rental Program or to Unit Owner that choose to rent their Unit on their own.

Regardless of whether a Unit Owner chooses to rent with a Qualified Rental Program or on their own, they must always adhere to the Hotel Exclusive Services.

The Qualified Rental Programs are also called out in the Amended Hotel Deed Restrictions for your approval (see Section 6.6.5).

USE AND BUSINESS LICENSE REQUIREMENT: The current Hotel Deed Restrictions states the Hotel Condominiums may not be the primary residence of the Hotel Condominium Owner. The Amended Hotel Deed Restriction for your approval includes additional language that the Hotel Condominium Owner will be required to have all business license(s) required by the Town of Mountain Village (see Section 6.6.6.). Per the Town's existing codes, if a Hotel Condominium Owner does not have the necessary business license, and therefore does not report rental activity and pay the associated transient room taxes, certain penalties will be enforced.

As an added measure of protection, given the Hotel Unit Owner and/or Hotel Operator must provide the Hotel Exclusive Services, the Hotel Unit Owner and/or Hotel Operator will at all times be able to report to the Town any rental activity, per the Town's request.

CONDOMINIUM RECONFIGURATIONS: As always, and per the Amended and Restated Declaration, adopted January 29, 2015, the Hotel Unit Owner must approve any and all renovations with the Residence Condominiums and Hotel Condominiums, which continues to ensure that the Hotel, in its entirety, meets or exceeds the Standards.

RESIDENCE MANAGEMENT PROGRAM PARTICIPANT BENEFITS: The Hotel Operator will make available to all Residence Condominium and Hotel Condominium Owner a voluntary Residence Management Program. The terms are nearly identical to those the Hotel Operator has used and uses at multiple resort properties throughout the US. The terms have been optimized over many years to ensure the Hotel Operator is able to maximize occupancy, rates and overall performance. The Madeline Residence Management Program also provides additional benefits to the participants, including:

- Complimentary housekeeping up to 30 nights per year;
- Complimentary turn-down services (including trash/tidy) up to 30 nights per year;
- Complimentary valet parking for Unit Owner and Unit Owner Guests while in residences vs. non-participants only receive complimentary valet for the Unit Owner;
- Rev Restaurant and Black Iron Kitchen + Bar – 20% discount vs. 10% for non-participants;
- Hotel guestrooms – 15-40% discounts (15% guaranteed) vs. 10% for non-participants (not-guaranteed);
- Spa and Salon – 30% discounts vs. 20% for non-participants.

In the future, if necessary, additional participant benefits will be evaluated and added to encourage participation in the Madeline Residence Management Program. By way of example, when the Hotel Operator was brought in to operate Brasada Ranch in Bend Oregon, less than 30% of the individually owned cabins that were being made available for overnight rentals were participating in the Hotel Operator's Rental Management Program. As of July 2015, 97% of the cabins that are being made available for overnight rentals are participating in the Hotel Operator's Rental Management Program.

CONCLUSION

With your approval of the Amended Hotel Deed Restrictions, you will be making the Hotel Condominium Units sellable and therefore ensuring the Property's full potential.

It is time the Property achieve its potential, and I truly appreciate you your time and consideration.

Sincerely,

Brent P. McLean
Senior Vice President – Real Estate
Northview Hotel Group

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

James Mahoney
J. David Reed, P.C.
PO Box 196
Montrose, CO 81402

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM HOTEL
COVENANTS AND RESTRICTIONS
(Hotel Deed Restrictions)

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM HOTEL COVENANTS AND RESTRICTIONS (this "**Declaration**") is made this 12 day of September 2013 by EKTORNET US TELLURIDE LLC ("**Declarant**"), successor in title to RAL Mountain Village Lodging, L.L.C. ("**RAL**"), for the benefit of the TOWN OF MOUNTAIN VILLAGE, a home rule municipality and political subdivision of the State of Colorado ("**Town**"), its successors and assigns. Declarant is owner of the Hotel Unit as defined herein.

WITNESSETH:

WHEREAS, RAL executed that certain Declaration of Condominium Hotel Covenants and Restrictions (Hotel Deed Restrictions) dated April 4, 2006 and recorded June 12, 2006, at Reception No. 384748 of the records in the Office of the Clerk and Recorder of San Miguel County, Colorado ("**Original Declaration**") with respect to that certain real property described therein and on **Exhibit "A"** attached hereto ("**Project Property**"); and

WHEREAS, the Original Declaration provided for the release therefrom of all portions of the Project Property other than the Hotel Unit upon the creation thereof by recording an appropriate condominium Declaration pursuant to the Colorado Common Interest Ownership Act, C.R.S. 38-33.3-101 et seq.; and

WHEREAS, RAL recorded that certain First Amended and Restated Declaration of Grants, Covenants, Conditions and Restrictions for Telluride Mountain Village Resort Condominiums, a Condominium Common Interest Community Located in Town of Mountain Village, San Miguel County, Colorado, dated November 7, 2011 and recorded November 23, 2011 at Reception No. 420677 of the records in the Office of the Clerk and Recorder of San Miguel County, Colorado, creating a condominium regime on the Project Property including various components of condominium units, including without limitation, the "**Hotel Unit**," 100 "**hotel condominiums**" (also known as "**lodge and efficiency lodge units**") and, together with the Hotel Unit, the "**condominium-hotel**") and 60 "**residential condominiums**;" and

WHEREAS, Declarant is the successor owner of the Project Property; and

WHEREAS, the Declarant and the Town wish to amend the Original Declaration and restate it in its entirety as hereinafter set forth.

AMENDMENT AND RESTATEMENT. The Original Declaration is amended and restated in its entirety as set forth herein and shall apply to the ownership, use, operation, and development of the Project Property.

1. **RECITATIONS.** The recitations set forth above are true and correct and are incorporated into this Declaration by this reference as if set forth herein in full.
2. **GENERAL RESTRICTIONS.** As more particularly described herein, the Declarant has developed and has operated a Condominium Hotel (defined below) on the Project Property. Declarant shall operate the Condominium Hotel in accordance with the terms and conditions set forth herein.
3. **"Condominium Hotel"** shall mean the hotel to be operated on a portion of the Property, which will be comprised of the Hotel Unit, Condominium Hotel Units (defined below), the On-Site Rental Program (defined below) and other components of the Project necessary for a hotel meeting the Hotel Standard (defined below). The Condominium Hotel shall provide the services consistent with the Hotel Standard.
4. **"Hotel Unit"** shall mean that portion of the Project that shall be more particularly described in the condominium declaration and condominium map required by the Act, approved by the Town and filed in the Public Records. The Hotel Unit shall include, at a minimum, those portions of the Project identified as "Confirmed Master Hotel Unit" in the sketches attached hereto as Exhibit "B" as well as the eighty (80) parking spaces in the underground parking garage on the Property that are owned by the Declarant, together with easements over and across such portions of the Project as shall be appropriate to the reasonable and customary use of the foregoing. The Declarant and/or the Hotel Owner may grant easements to other unit owners and the public over and across portions of the Hotel Unit.
5. **"Hotel Owner"** shall mean the owner in fee title of the Hotel Unit.
6. **"Condominium Hotel Units"** shall refer to those Condominium Units and Efficiency Lodge Units that are participating in the On-Site Rental Program for use as transient guest lodging facilities (hotel guest rooms) of the Condominium Hotel.
7. **HOTEL STANDARD. "Hotel Rating Standard"** shall mean achievement by the Condominium Hotel of either (1) Mobil Four-Star or Mobil Five-Star rating (as determined by Mobil pursuant to Mobil's then-applicable Travel Guide Rating Criteria for Four-Star or Five-Star Lodging Establishments), or (2) AAA Four-Diamond or AAA Five-Diamond rating (as determined by AAA pursuant to its then-applicable rating criteria for Four-Diamond or Five-Diamond lodging establishments) **"Hotel Rating Service"** shall mean the publisher of the Mobil Travel Guide or the AAA Travel Guide, or in the event such organization ceases to provide criteria for the Hotel Standard, an organization reasonably acceptable to the Town that provides a comparable hotel rating system that is widely recognized and accepted within the hospitality industry as a standard for rating the overall quality of hotels, such additional organization being sometimes referred to as a "Replacement Hotel Rating Service".
8. **ACHIEVEMENT OF HOTEL RATING STANDARD.** The Hotel Owner shall apply to Hotel Rating Service for an initial rating as soon as permitted by each of the rating services,

shall take all reasonable actions required in order to achieve the Hotel Standard on an expeditious basis, and shall achieve the Hotel Standard within two (2) years from the date the Condominium Hotel opens to the public for transient guest lodging, subject only to delays for force majeure (the "**Initial Rating**"). The Hotel Owner shall be required to advise the Town in writing of the results of the initial and each periodic rating of the Condominium Hotel obtained by the Hotel Owner from the Hotel Rating Service, promptly after receipt in writing of such rating. If at any time the Condominium Hotel does not achieve the Hotel Rating Standard, the Hotel Owner shall again achieve the Hotel Standard (the "**Re-Achieved Rating**") within fifteen (15) months of the loss of the Hotel Rating Standard.

9. **REMEDY FOR NOT ACHIEVING HOTEL RATING STANDARD.** In the event that the Hotel Owner does not achieve the Initial Rating or the Re-Achieved Rating within the timeframes provided in the foregoing paragraph the Hotel Owner shall pay a fee to the Town in the amount of Twenty-Five Thousand and No/100 (\$25,000) Dollars for each month following the date on which the Hotel Rating Standard was to be achieved or re-achieved and until the Hotel Rating Standard is achieved or re-achieved, which monthly amount shall be prorated for the portions of a month following such date on which the Hotel Rating Standard was to be achieved or re-achieved and the portion of a month preceding the date on which the Hotel Rating Standard is achieved or re-achieved. In the event that the Hotel Rating Standard is not achieved on or before the date one year after the date on which the Hotel Rating Standard is to be achieved or re-achieved, the Hotel Owner shall pay a fee to the Town in the amount of Fifty Thousand and No/100 (\$50,000) Dollars for each month following the date one year after the Hotel Standard is to be achieved or re-achieved and until the Hotel Rating Standard is achieved or re-achieved, which monthly amount shall be prorated for the portions of a month following such date that is one year after the date that the Hotel Rating Standard is to be achieved or re-achieved and the portion of a month preceding the date on which the Hotel Rating Standard is achieved or re-achieved.

10. **RELEASE.** The Project Property except for the Hotel Unit is released from the Original Declaration.

11. **CONDOMINIUM-HOTEL REQUIREMENTS.** The Hotel Unit and the condominium-hotel units shall be either: (i) operated and managed by a full service hotel operator/brand (as applicable) with significant experience in full service operations with existing broad marketing distribution capabilities (hotel operator) for the life of the condominium-hotel in accordance with the operational standards.

12. **CONDOMINIUM-HOTEL STANDARDS.**

- i. The condominium-hotel operator shall be capable of operating the project in a manner consistent with the project operational standards of this Declaration, or The Condominium-Hotel unit operator shall have a high level of name, brand awareness and marketing breadth with the general public and offer customers incentives such as a customer loyalty program. The current condominium-hotel operator, Crescent Hotels and Resorts, satisfies the requirements of this section.
- ii. Examples of internationally or nationally recognized full service hotel operators and brands include (but are not limited to) the following: Westin, Marriott (all full service brands), Hyatt (all full service brands), Hilton (all full service brands, including Waldorf Astoria), Fairmont, Intercontinental (all full service brands), Morgans Hotel Group, Wyndham, Le Meridien, Luxury Collection (Starwood) and similarly styled operators, as recognized by accepted industry standards and brands from time to time.

- iii. The condominium-hotel operator may be changed by the owner of the Hotel Unit (or other authorized person or entity) from time to time. In the event that the owner of the Hotel Unit elects to terminate the approved condominium-hotel operator at any time, the owner of the Hotel Unit shall provide the Director of Community Development of the Town with: (a) thirty (30) days' prior written notice of such termination including the reasons for such termination (which shall be held in confidence by the Town), or such lesser period of time as may be necessitated by the bankruptcy or cessation of business of the hotel operator or misfeasance or malfeasance of the condominium-hotel operator; and (b) within two hundred forty (240) days of termination of the hotel operator, notice of the replacement condominium-hotel operator, which notice shall include a letter of intent from the replacement condominium-hotel operator. The Town shall promptly provide notice of acceptance or non-acceptance within forty-five (45) days of receipt of the notice and the failure to provide a response shall be deemed to be an approval of the replacement condominium-hotel operator by the Town. In considering the acceptability of the replacement condominium-hotel operator, the developer and Town shall adhere to the standards and guidelines of this section.
- iv. In the event of a dispute between the owner of the Hotel Unit and the Town concerning the adequacy of the designation of the condominium-hotel operator consistent with this section, the parties shall mutually identify a qualified, neutral third-party recognized as an authority in the hospitality industry to mediate and resolve this dispute through a binding mediation process described in section 6 below.
- v. The Hotel Unit owner and the condominium-hotel operator shall provide the following full service amenities, facilities and services within the Project Property, which are intended to help promote the lodge and efficiency lodge units, including but not limited to a restaurant, bar, spa, concierge and similar full service hotel/lodging amenities.
- vi. The Hotel Unit and each lodge and efficiency lodge unit is incorporated as a condominium-hotel and the will meet the following conditions, restrictions and requirement:
 - a. The condominium-hotel operator shall be responsible for the implementation, management and operation of the condominium-hotel, including the national and international marketing of each of the lodge and efficiency lodge units (management and marketing program). The management and marketing program is intended to manage market and promote the condominium-hotel project and the use and occupancy of the associated lodge and efficiency lodge units in the condominium-hotel as accommodation styled rooms. The management and marketing program is further intended to provide for the use and rentals of all available lodge and efficiency lodge units, which are required to be made available to the general public as hotel-type lodging units except when the hotel condominiums are occupied by an owner as allowed by this section.
 - b. The residential condominiums in the Project Property may also voluntarily be put into the accommodations rental pool and the management and marketing program.
 - c. So long as registration as a security is not required under applicable state and federal securities laws, each lodge and efficiency lodge unit in the condominium-

hotel shall be included in the hotel operator's management and marketing program and managed by the condominium-hotel operator, and in that case a separate unit management agreement for each unit must be executed at the time of closing on a lodge and efficiency lodge unit, consistent with this section.

- d. The lodge and efficiency lodge units shall not be the primary residence of the owner.
 - (I) When not in use by the owner of a lodge and efficiency lodge unit, such units shall be included in the condominium-hotel's accommodations rental pool and available for rental occupancy and accommodations by guests.
 - (II) The owner of a lodge and efficiency lodge unit shall provide lead-time on notice of occupancy to the condominium-hotel operator with February 28th as the deadline for providing intended summer occupancy dates and September 30th for winter occupancy dates.
 - (III) The owner may use their lodge and efficiency lodge unit at other times without any lead-time notice if the unit is not reserved for lodging purposes.
- e. With respect to each condominium-hotel unit, the restrictions set forth in this section shall be reflected in a separate deed restriction for each lodge and efficiency lodge unit so that the owner of each unit is affirmatively stating that their unit(s) will be available to the condominium-hotel operator and their paying guests when not in use by the owner in accordance with the requirements of this section.
- f. For each lodge and efficiency unit in the hotel operator's management and marketing program, the condominium-hotel operator and not the individual owners of lodge and efficiency lodge units will establish maximum room rental rates and yield manage the inventory, other than during owner's allowed usage periods.
- g. The condominium-hotel project may consist of lodge and efficiency lodge units that are connected by lock-off doors between the individual units. When such a configuration of lodge and efficiency lodge units is desired in a lock-off configuration, the following requirements shall be met:
 - (I) Doors that lock-off one unit from another unit shall be maintained as a separate, lockable door, and doors or locks shall not be removed for any reason;
 - (II) Each unit shall maintain a separately keyed entry from the other attached unit;
 - (III) Each unit shall be shown as a separate condominium unit on the condominium map with an owner allowed to own up to a maximum of three (3) units in a lock-off unit configuration;
 - (IV) Each lock-off unit shall maintain a separate, unique unit designation in the common hallway; and
 - (V) Each unit shall contain a freestanding bed that does not include a sleeper sofa or Murphy bed.

- h. An owner of a unit in the condominium-hotel shall not be allowed to park or store a vehicle in a parking space during times that the owner is not occupying their unit.
- i. A block of lodge and efficiency lodge units may be owned by one (1) owner provided such units meet the requirements of this section.
- j. Alteration or elimination of any walls shown on the condominium map, or changes to the individual rooms that eliminate the number of beds approved by the Town are prohibited unless such changes are reviewed and approved by the Town in accordance with these regulations and provided that such change will not reduce the number of beds available in the condominium-hotel project.
- k. The owner of the Hotel Unit, in consultation with the Town-approved condominium-hotel operator, will continue to maintain uniform furniture, fixtures and equipment packages that will be provided for each of the lodge and efficiency lodge units exclusive of the residential condominium units. The furniture, fixture and equipment packages will continue to insure a quality of decor, furniture, furnishings and appliances suitable to meet the condominium-hotel operational standards, which may include without limitation appropriate and suitable fixtures (including bathroom fixtures), cabinetry, carpeting, floor covering, paint, wall covering, furniture (including built-in furniture, if any), lighting, mirrors, decor items, color television, clock, radio, drapes, shades and other window treatments and any and all other fixtures, equipment, utilities and decorative accessories within the units. The design and content of the furniture, fixture and equipment packages may be offered in different variations and themes intended to achieve the condominium-hotel operational standards.
- l. "Operational standards" means the standards for operating the condominium-hotel as determined by the condominium-hotel operator, in consultation with the owner of the Hotel Unit, consistent with the foregoing terms and conditions and the operating standards customarily followed by the hotel operator for similar projects managed by hotel operator located in mountain resort locations. The operational standards are intended to be followed for purposes of promoting the use and operation of the condominium-hotel as a full-service hotel within the Hotel Unit, the hotel condominiums and those residential condominium units participating in the rental management program. When developing and implementing the operational standards, the hotel operator shall exercise its good-faith, commercially reasonable judgment and adhere to industry standards for similar projects located in mountain resort locations as well as the actual operational needs of the hotel and/or hotel guest. It is recognized and agreed that the operational standards may vary from time to time given due consideration to winter periods, summer periods and shoulder seasons between winter and summer periods.

13. **EXPERT RESOLUTION PROCESS.** All disputes regarding the appointment of the replacement hotel operator or replacement hotel rating service shall be resolved through the expert resolution process described in this section. Were a matter is referred to the expert resolution process, the following provisions shall apply:

- i. **Initiation of Expert Resolution Process.** Either the hotel operator or owner of the Hotel Unit on the one hand, or the Town on the other hand, may initiate the expert resolution process by notice to the other party after attempting in good faith to resolve the matter for a period of not less than thirty (30) days from delivery of written notice of disagreement by one party to the other. The parties shall have ten (10) days from the date of such notice to mutually agree on an expert. An expert shall be a party agreed to by the hotel operator or owner of the Hotel Unit on the one hand, or the Town on the other hand, who has not less than five years of experience in the hospitality industry practice of a national or international consulting firm and who does not have any conflict of interest and has not previously worked for and does not then work for either party absent disclosure to and approval of the hotel operator or owner of the Hotel Unit on the one hand, and the Town on the other hand. Upon the failure of the parties to agree upon an expert, either party may submit a request to the local office of the American Arbitration Association and such expert shall be selected by said office who has not less than five years' experience in the hospitality industry and in the operation of hotels, and who does not have any conflict of interest and is not previously worked for and does not then work for either party absent disclosure to and approval of the hotel operator or owner of the Hotel Unit on the one hand, and the Town on the other hand, which selection shall be binding.
- ii. **Decision Of Expert.** The decision of an expert selected according to this section shall be final and binding on the parties and will not be capable of challenge, absent bad faith or fraud, whether by arbitration, through a judicial proceeding or otherwise. If a party fails to comply with the expert's determination, the other party may enforce the determination in a court of competent jurisdiction in San Miguel County, Colorado.
- iii. **Submissions To Expert.** Each party will be entitled to make written submissions to the expert, but must provide a copy to the other party, and the latter will have the right to comment on such submission. The parties will make available to the expert all books and records relating to the issue in dispute and will render to the expert any assistance requested of the parties. The cost of the expert and the proceedings, including the reasonable travel, room, board and incidental expenses of the expert, will be born as directed by the expert. Any hearings or meetings required by the expert will be held in San Miguel County, Colorado or such other location as is acceptable to the hotel operator or owner of the Hotel Unit on the one hand, and the Town on the other hand.
- iv. **Terms Of Engagement Of Expert.** The terms of engagement of the expert will include an obligation on the part of the expert to: (i) provide time frames to the parties for the submission of information and materials reasonably necessary to resolve the subject issues, (ii) notify the parties in writing of the decision within thirty (30) days from the date on which the expert has been selected and has received the information and supporting documentation necessary to resolve the subject issues (or such other period as the parties may agree); and (iii) make his or her decision regarding the replacement hotel rating service and/or replacement hotel operator by applying the provisions of this Declaration.

14. **ARBITRATION PROCESS.** All controversies, disputes or claims between the hotel operator or owner of the Hotel Unit on the one hand, or the Town on the other hand, which arise from or relate to this Declaration and which are not otherwise subject to the expert resolution process shall be resolved through the arbitration process described herein. Where a matter is referred to the arbitration process, the following provisions shall apply:

- i. Initiation Of Arbitration. Either the hotel operator or owner of the Hotel Unit on the one hand, or the Town on the other hand, may initiate the arbitration process by notice to the other party after attempting in good faith to resolve the matter for a period of not less than thirty (30) days. Within thirty (30) days after a party's delivery of notice to the other party of its election to submit a disagreement to arbitration, the parties shall mutually agree on an arbitrator with not less than five (5) years' experience in the hospitality industry and in the operation of hotels, who does not have any conflict of interest and has not previously worked for and does not then work for either party, absent disclosure to and approval of the hotel operator or owner of the Hotel Unit on the one hand, and the Town on the other hand. Upon failure of the parties to agree upon an arbitrator, either party may submit a request to the local office of the American Arbitration Association that an arbitrator be selected by said office with not less than five (5) years' experience in the hospitality industry and in the operation of hotels, and who does not have any conflict of interest and has not previously worked for and does not then work for either party, absence disclosure to and approval of the hotel operator or owner of the Hotel Unit on the one hand, and the Town on the other hand, which selection shall be binding.
- ii. Conduct Of Arbitration. The arbitrator shall conduct the arbitration with the goal of resolving the dispute as speedily as possible. All discovery shall be conducted in accordance with the Colorado Rules of Civil Procedure. The arbitrator shall endeavor to conduct the proceeding so as to permit the issuance of an award within four months of the commencement of the arbitration. The award of the arbitrator shall be final and binding on the parties, and shall not be subject to challenge absent bad faith or fraud, whether through a judicial proceeding or otherwise. If a party fails to comply with the arbitrator's award the other party may enforce the award in a court of competent jurisdiction in San Miguel County, Colorado. The fees of the arbitrator and expenses of the arbitration proceeding shall be allocated in the award by the arbitrator. Each party shall pay the fees and costs of its respective counsel and fees of court and costs of any witness called by that party.
15. MISCELLANEOUS.
- i. Notwithstanding anything to the contrary set forth in this Declaration, no owner of a hotel condominium or residential condominium or other parcel of real property within the project of which the Property is a part, other than the Hotel Unit, no lessee or concessionaire of a portion of, or of services within, the condominium-hotel or on the Property, and, except as otherwise provided in section viii below, no holder of a mortgage or provider of financing with respect to the Property or any condominium unit or other parcel of real property within the project of which the Property is a part, shall be bound by or responsible for the fulfillment of the requirements or restrictions imposed by this Declaration, and no lien or charge shall attach to any interest in the Property or the project of which the Property is a part as a result of this Declaration or the exercise of the rights hereunder other than against the Hotel Unit. No lien shall be imposed against the Hotel Unit by operation of law or otherwise unless the matter as to which the lien relates has been resolved in accordance with the applicable dispute resolution mechanism provided for in this Declaration. No present or future partner, shareholder, officer, director, member, employee, affiliate or agent of the owner of the Hotel Unit or of any corporation or other entity that is or becomes the owner of the Hotel Unit or a constituent partner in or member of the owner of the Hotel Unit, shall be personally liable, directly or indirectly, for any liabilities arising in connection with this Declaration, and the Town waives any such personal liability.

- ii. This Declaration shall not be modified, amended or released except by written instrument executed by the owner of the Hotel Unit and approved in writing by the Town. Approval of a Lender (as defined below) is not required. The appropriate governmental authority of the Town shall execute a written instrument effectuating and acknowledging such modification, amendment or release. Any amendment, modification or release of this Declaration shall be recorded in the public records of San Miguel County, Colorado.
- iii. This Declaration shall be effective upon recording.
- iv. These restrictions are hereby declared to be severable and independent. If any court of competent jurisdiction shall declare any section, paragraph or part hereof invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.
- v. Articles and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.
- vi. With the exception of Lenders (hereafter defined), there shall be no third party beneficiaries to this Declaration and no party other than the owner of the Hotel Unit and the Town and any Lender, and their respective successors and assigns, shall have a claim or be entitled to pursue a cause of action in connection with the matters addressed herein.
- vii. If the Town shall be notified in writing of a Lender's (defined below) interest in the Project Property and/or Hotel Unit or the owner of the Hotel Unit, the Town shall provide such Lender with contemporaneous copies of notices to the owner of the Hotel Unit sent in connection with this Declaration.
- viii. No Lender shall be responsible for any financial obligations hereunder which accrue or relate to actions, inactions, conditions or circumstances arising or existing prior to the time that such Lender shall have acquired title to or control of the Hotel Unit or the owner of the Hotel Unit, as applicable.
- ix. Any lien placed against the Hotel Unit arising out of or relating to the provisions of this Declaration is hereby expressly subordinated in all respects to any loan held by either a Mortgage Lender (defined below) or a Mezzanine Lender (defined below). The Town agrees to execute a release of any lien promptly upon the delivery by any Lender of evidence of the foreclosure of a loan or a transfer of the interest securing such loan pursuant to a deed in lieu or transfer in lieu of foreclosure.
- x. "**Lender**" shall mean any of the following: (1) the holder of a loan secured by a mortgage or deed of trust encumbering any of the Project Property and/or the Hotel Unit ("Mortgage Lender"); (2) the holder of a Loan secured by a pledge of direct or indirect ownership interest in the owner of the Hotel Unit ("Mezzanine Lender"); (3) the successors and or assigns of the Mortgage Lender or Mezzanine Lender; (4) the entity or individual who acquires title to any of the Property or the Hotel Unit by purchase or assignment at foreclosure or by deed in lieu thereof; and/or (5) the entity or individual who acquires ownership to the direct or indirect ownership interests in the owner of the

Hotel Unit in a UCC foreclosure proceeding, secured party sale or transfer in lieu of foreclosure.

- xi. Any notice provided or permitted to be given in this Declaration shall be made in writing and may be given by personal delivery, facsimile transmission or by depositing the notice in the United States mail, postage prepaid, certified with return receipt requested, and addressed to the party to be notified. Notice deposited in the mail in the foregoing manner shall be deemed received three days after it is so deposited, excluding Sunday and postal holidays. Notice given in any other manner shall be effective only if and when actually received by the person or entity to be notified. For purposes of notice, the addresses of the parties shall be as set forth below until changed. Any party, by notifying the other parties hereto in the manner provided in this paragraph, may designate a different address for receipt of subsequent notices.

For the Owner of the Hotel Unit:

Ektornet US Telluride LLC
One Penn Plaza, Suite 1514
New York, NY, 10119
Attention: President

With a copy to:

Carlton Fields, P.A.
4221 W. Boy Scout Blvd., Suite 1000
Tampa, FL 33607
Attention: Richard Linquanti

For the Town:

Town of Mountain Village
455 Mountain Village Blvd., Suite A
Mountain Village, CO 81435
Attention: Community Development Director

With a copy to:

J. David Reed P.C.
James Mahoney, Esq
1047 S. 1st Street
Montrose, CO 81435

IN WITNESS WHEREOF, Declarant has executed this Amended and Restated Declaration on the day and year first above written.

Ektornet US Telluride LLC

By [Signature]
Kai Ringenson, Manager

By [Signature]
Sven Hansen, Manager

State of New York)
County of New York) ss.

Acknowledged before me by Kai Ringenson as Manager of Ektornet US Telluride LLC. on this 12th day of September, 2013.

IRIS B. ALFONSO
Notary Public, State of New York
No. 01AL6281386
Qualified in New York County
Commission Expires May 07, 2016

Witness my hand and seal.
My commission expires:

[Signature]
Notary Public

SEAL



State of New York)
County of New York) ss.

Acknowledged before me by Sven Hansen as Manager of Ektornet US Telluride LLC. on this 12th day of September, 2013.

IRIS B. ALFONSO
Notary Public, State of New York
No. 01AL6281386
Qualified in New York County
Commission Expires May 07, 2016

Witness my hand and seal.
My commission expires:

[Signature]
Notary Public

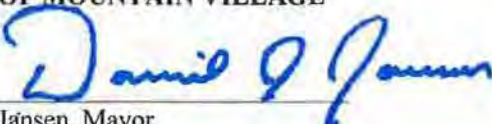
SEAL



JOINDER AND CONSENT:

The undersigned joins into this Declaration for the purpose of acknowledging its consent and agreement with the terms hereof.

TOWN OF MOUNTAIN VILLAGE

By 
Dan Jansen, Mayor

Attest:

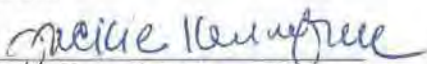

Jackie Kennefick, Town Clerk

Exhibit "A"

Lot 38-50-51R, Town of Mountain Village, A Replat of Lot 38R, Lot 50-51R, Tract OS-3CR and Tract OS-CX, Town of Mountain Village, according to the Plat recorded February 11, 2009 in Plat Book I at Page 4061, being also the property subject to that certain First Amended and Restated Declaration of Grants, Covenants, Conditions and Restrictions for Telluride Mountain Village Resort Condominiums, a Condominium Common Interest Community Located in Town of Mountain Village, San Miguel County, Colorado, dated November 7, 2011 and recorded November 23, 2011 at Reception No. 420677 of the records in the Office of the Clerk and Recorder of San Miguel County, Colorado.

**RESOLUTION TO AMEND THE DECLARATION OF CONDOMINIUM HOTEL
COVENANTS AND RESTRICTIONS FOR HOTEL MADELINE**

Resolution No. 2015-0219-__

RECITALS:

- A.** The Town Council of the Town of Mountain Village (“Town Council”) granted approval for a Final PUD Plan for Lots 50A, 50B, 50C, 51 , OS-3, OS-3C (“Final PUD Plan Approval”) as set forth in Resolution 2004-0318-02 recorded at Reception No. 366172 (“Resolution 2004-0318-02”) in the records of the San Miguel County Clerk and Recorder (“Public Records”).
- B.** Pursuant to the Final PUD Plan Approval as amended, Lots 50A, 50B, 50C, 51, OS-3, OS-3C have been replatted into Lot 38-50-51R in accordance with the replat recorded in Plat Book 1 at Page 3566 in the Public Records (“Property”).
- C.** Madeline Property Owner, LLC, (“Owner”) is the fee title owner of the majority of the Property.
- D.** In connection with the development of the Property, a Declaration of Condominium Hotel Covenants and Restrictions was recorded against the Property at Reception No. 384750 (“Hotel Covenant”) relating to the operation of Property. Such Hotel Covenant was amended by the Town Council in August of 2013 and recorded at Reception No. 430163 in the Public Records (the “Second Amended and Restated Hotel Covenant”).
- E.** Owner has applied to the Town to eliminate the requirement that all efficiency lodge units after sales to third parties participate in the hotel’s rental program and to replace this requirement with certain restrictions on use and occupancy as set forth in the 2015 Amended and Restated Declaration of Condominium Hotel Covenants and Restrictions (the “Hotel Deed Restriction”) attached hereto as Exhibit A.
- F.** The amendments to the Hotel Deed Restriction are not one of the required community purposes underlying the Final PUD Plan Approval, and are not required by any condition of the Final PUD Plan Approval as amended.

Now, Therefore, Be It Resolved that the Town Council hereby approves an amendment to the Hotel Covenant as set forth in Exhibit A, subject to the following:

Section 1. Recital Incorporation

The foregoing recitals are incorporated herein by reference.

Section 2. Resolution Effect

- A. This Resolution 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 resolutions repealed or amended as herein provided and the same shall be construed and concluded under such prior resolutions.
- B. All resolutions, of the Town, or parts thereof, inconsistent or in conflict with this Resolution, are hereby repealed, replaced and superseded to the extent only of such inconsistency or conflict.

Section 3. Severability

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

Section 4. Effective Date

This Resolution shall become effective on February 19th, 2015 (“**Effective Date**”) as herein referenced throughout this Resolution.

Section 6. Public Meeting

A public meeting on this Resolution was held on the 19th day of February, 2015, in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

Approved by the Town Council at a public meeting on February 19, 2015.

Town of Mountain Village, Town Council

By: _____
Dan Jansen, Mayor

Attest:

By: _____
Jackie Kennefick, Town Clerk

Approved As To Form:

Jim Mahoney, Assistant Town Attorney

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

**2015 AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM HOTEL
COVENANTS AND RESTRICTIONS
(Hotel Deed ~~Restrictions~~Restriction)**

THIS 2015 AMENDED AND RESTATED DECLARATION OF CONDOMINIUM HOTEL COVENANTS AND RESTRICTIONS (this "~~Declaration~~Hotel Deed Restriction") is made this 12 day of ~~September, 2013~~, 2015 by ~~EKTORNET US TELLURIDEMADELINE PROPERTY OWNER, LLC~~ ("~~Declarant~~, a Delaware limited liability company ("Hotel Unit Owner"), successor in title to RAL Mountain Village Lodging, L.L.C. ("RAL"), for the benefit of the TOWN OF MOUNTAIN VILLAGE, a home rule municipality and political subdivision of the State of Colorado ("Town"), its successors and assigns. ~~Declarant is owner of the Hotel Unit as defined herein.~~

WITNESSETH:

WHEREAS, RECITALS

~~RAL~~, executed that certain Declaration of Condominium Hotel Covenants and Restrictions ("~~Original Hotel Deed Restrictions~~Restriction") dated April 4, 2006 and recorded June 12, 2006, at Reception No. 384748 of the records in the Office of the Clerk Recorder of San Miguel County, Colorado ("Official Declaration") with respect to that certain real property described therein and on Exhibit "A" attached hereto ("Project Property": and Records") in connection with the Planned Unit Development Approval granted to RAL by the Town pursuant to Town Resolution recorded at Reception Numbers 366172, 379360 and 384748 and the Amended and Restated PUD Development Agreement recorded on _____, 2015 at Reception Number _____, as amended.

~~WHEREAS, the~~The Original Declaration provided for the release therefrom of all portions of the Project Property other than the Hotel Unit upon the creation thereof Hotel Deed Restriction was amended by recording an appropriate condominium Declaration pursuant to the Colorado Common Interest Ownership Act, C.R.S., 38-33.3 {0} et seq; and

~~WHEREAS, RAL~~ recorded that certain First Amended and Restated Declaration of Grants, Covenants, Conditions and Recitations for Telluride Mountain Village Resort Condominiums, a Condominium Common Interest Community Located in the Town of Mountain Village, San Miguel County, Colorado, Hotel Covenants and Restrictions dated ~~November~~September 12, 2013 and recorded on October 7, 2011 and recorded November 23, 20112013 at Reception No. 420677 of the records in the Office of the Clerk and Recorder of San Miguel County, Colorado, creating a condominium regime on the Property Project including various components of condominium units, including without limitation, the "Hotel Unit," 100 "hotel condominiums" (also known as "lodge and efficiency lodge units" and, together with the Hotel Unit,

~~the “condominium hotel”) and 60 “residential condominiums,” and 430163 (“First Amended and Restated Hotel Deed Restriction) in the Official Records.~~

~~WHEREAS, Declarant is the successor owner of the Project Property; and~~

~~WHEREAS, the Declarant~~ A Colorado common interest community known as “Telluride Mountain Village Resort Condominiums” (“**Community**”) was established on the real property more particularly described in Exhibit “A” attached hereto (“**Project Property**”). The Project Property is subject to the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on _____, 2015 at Reception No. _____ in the Official Records, as may be amended (“**Declaration**”); and the Condominium Map recorded on February 11, 2009 at Reception No. 405678 and the First Amendment to the Condominium Map recorded on January 29, 2015 at Reception No. _____ in the Official Records, as may be amended (“**Condominium Map**”). The Declaration and Condominium Map may be referred to herein collectively as the “**Condominium Documents**.”

The Condominium Documents created a “Hotel Unit” and 100 “Hotel Condominium” Units. Each Hotel Condominium Unit is zoned as an “Efficiency Lodge Unit” pursuant to the Town’s Community Development Code (“CDC”).

The Condominium Documents further created certain “Residence Condominium” Units as designated in the Condominium Documents.

As of the Effective Date, the Hotel Unit Owner is the fee title owner of the Hotel Unit and each of the 100 Hotel Condominium Units.

The Hotel Unit Owner and the Town wish to amend and restate the Original Declaration and restate it in its Hotel Deed Restriction and First Amended and Restated Hotel Deed Restriction and fully supersede and replace, in their entirety as hereinafter set forth, the same with this Hotel Deed Restriction.

~~**AMENDMENT AND RESTATEMENT.** The _____ NOW THEREFORE, the Original Declaration is Hotel Deed Restriction and the First Amended and Restated Hotel Deed Restriction are hereby amended and, restated, replaced and superseded in its/their entirety by this Hotel Deed Restriction as set forth herein and shall apply to the ownership, use, operation, and development of the Project Property.~~

1. ~~**RECITATIONS RECITALS.** The recitations/Recitals set forth above are true and correct and are incorporated into this Declaration/Hotel Deed Restriction by this reference as if set forth herein in full.~~

2. ~~**GENERAL RESTRICTIONS.** As more particularly described herein, the Declarant has developed and has operated a Condominium Hotel (defined below) on the Project Property. Declarant shall operate the Condominium Hotel has been constructed, developed and established as the Community. Pursuant to this Hotel Deed Restriction, the Hotel Unit Owner shall operate a “Hotel” within the Community in accordance with the terms and conditions set forth herein.~~

~~3. **“Condominium Hotel”** shall mean the hotel to be operated on a portion of the Property, which will be comprised of the Hotel Unit, Condominium Hotel Units (defined below), the On-Site Rented Program (defined below) and other components of the Project necessary for a hotel meeting in the Hotel Standard (defined below). The Condominium Hotel shall provide the services consistent with the Hotel Standard provisions of this Hotel Deed Restriction are intended to bind and obligate only the Hotel Unit Owner and the Hotel Unit and not any other portion of the Community.~~

~~4. **“Hotel Unit”** shall mean that portion of the Project that shall be more particularly described in the condominium declaration and condominium map required by the Act, approved by the Town and filed in the Public Records. The Hotel Unit shall include, at a minimum, those portions of the Project identified as “Confirmed Master Hotel Unit” in the sketches attached hereto as Exhibit “B” as well as the eighty (80) parking spaces in the underground parking garage on the Property that are owned by the Declarant, together with easements over and across such portions of the Project as shall be appropriate to~~

~~the reasonable and customary use of the foregoing. The Declarant and/or the Hotel Owner may grant easements to other unit owners and the public over and across portions of the Hotel Unit.~~

~~5. “Hotel Owner” shall mean the owner in fee title of the Hotel Unit.~~

~~6. “Condominium Hotel”~~ 3. **DEFINITIONS.** The following terms, when used in this Hotel Deed Restriction, shall have the respective meanings ascribed to them below, except where the context clearly requires a different meaning or where otherwise defined.

3.1 **“Condominium Hotel” or “Hotel”** shall mean the business of offering transient guest lodging within Hotel Unit and the Community which shall be operated by the Hotel Unit Owner and/or Hotel Operator.

3.2 **“Hotel Operator”** shall mean the entity retained by the Hotel Unit Owner to operate the Hotel in accordance with this Hotel Deed Restriction.

3.3. **“Hotel Unit”** shall mean that portion of the Community designated in the Condominium Documents as the “Hotel Unit,” as may be amended from time to time.

3.4 **“Hotel Unit Owner”** shall mean the fee title owner of the Hotel Unit.

3.5 **“Hotel Condominium Units”** shall refer to those ~~100 Hotel~~ Condominium Units created and ~~Efficiency Lodge Units that~~ designated in the Condominium Documents as **“Hotel Condominium”** which are participating in the On-Site Rental Program for use intended to be used for transient guest lodging facilities (hotel guest rooms) ~~of the Condominium Hotel.~~

~~7. **HOTEL STANDARD.**~~ 3.6 **“Hotel Rating Standard”** shall mean achievement by the ~~Condominium~~ Hotel of either (4i) Mobil Four-Star or Mobil Five-Star rating (as determined by Mobil pursuant to Mobil’s then-applicable Travel Guide Rating Criteria for Four-Star or Five-Star Lodging Establishments), or (2ii) AAA Four-Diamond or AAA Five-Diamond rating (as determined by AAA pursuant to its then-applicable rating criteria for the Four-Diamond or Five-Diamond lodging establishments).

3.7 **“Hotel Rating Service”** shall mean the publisher of the Mobil Travel Guide or the AAA Travel Guide or in the event such organization ceases to provide criteria for the Hotel Standard, an organization reasonably acceptable in the Town that provides a comparable hotel rating system that is widely recognized and accepted within the hospitality industry as a standard for rating the overall quality of hotels, such additional organization being sometimes referred to as a **“Replacement Hotel Rating Service”**.

3.8 **“Operational Standards”** shall have the meaning set forth in Section 6 below.

3.9 **“Residence Condominiums”** means those condominium units within the Community that are designated as “Residence Condominium” Units in the Condominium Documents.

4. **ACHIEVEMENT OF HOTEL RATING STANDARD.** The Hotel Unit Owner shall apply to the Hotel Rating Service for an initial rating as soon as permitted for each of the rating services, shall take all reasonable actions required in order to achieve the Hotel Rating Standard on an expeditious basis, and shall achieve the Hotel Rating Standard within two (2) years from the date the Condominium Hotel opens to the public for transient guest lodging subject only to delays for force majeure (the **“Initial Rating”**). The Hotel Unit Owner shall be required to advise the Town in writing of the results of the initial and each periodic rating of the Condominium Hotel obtained by the Hotel Unit Owner from the Hotel Rating Service, promptly after receipt in writing of such rating. If at any time the Condominium Hotel does not achieve the Hotel Rating Standard, the Hotel Unit Owner shall again achieve the Hotel Rating Standard (the **“Re-Achieved Rating”**) within fifteen (15) months of the loss of the Hotel Rating Standard.

~~9.4.1~~ **REMEDY FOR NOT ACHIEVING HOTEL RATING STANDARD.** In the event that the Hotel Unit Owner does not achieve the Initial Rating or the Re-Achieved Rating within the timeframes provided in the foregoing paragraph the Hotel Unit Owner shall pay a fee to the Town in the amount of Twenty-Five Thousand and No/100 (\$25,000) Dollars for each month following the date on which the Hotel Rating Standard was to be achieved or re-achieved and until the Hotel Rating Standard is achieved, or re-achieved, which monthly amount shall be prorated for the portions of a month following such date on which the Hotel Rating Standard was to be achieved or re-achieved and the portion of a month preceding the date on which the Hotel Rating Standard is achieved or re-achieved. In the event that the Hotel Rating Standard is not achieved on or before the date one year after the date on which the Hotel Rating Standard is to be achieved or re-achieved, the Hotel Unit Owner shall pay a fee to the Town in the amount of Fifty Thousand and No/100 (\$50,000) Dollars for each month following the date one year after the Hotel Standard is to be achieved or re-achieved and until the Hotel Rating Standard is achieved or re-achieved, which monthly amount shall be prorated for the portions of a month following such date that is one year after the date that the Hotel Rating Standard is to be achieved or re-achieved and the portion of the month preceding the date on which the Hotel Rating Standard is achieved or re-achieved.

~~10. RELEASE.~~ The Project Property except for the Hotel Unit is released from the Original Declaration.

~~11. CONDOMINIUM- 5. HOTEL REQUIREMENTS.~~ The Hotel Unit and the ~~condominium hotel units~~ shall be either: (i) operated and managed by a full service hotel operator/brand (as applicable) with significant experience in full service hotel ~~operator/brand (as applicable) with significant experience in full service~~ operations with existing broad marketing distribution capabilities (~~hotel operator~~) (“**Hotel Operator**”) for the life of the ~~condominium hotel~~ Hotel in accordance with the ~~operational standards~~ Operational Standards.

~~12. CONDOMINIUM- 6. HOTEL STANDARDS.~~

~~i.6.1~~ The ~~condominium hotel operator~~ Hotel Operator shall be capable of operating the ~~project~~ Hotel in a manner consistent with the ~~project operational standards~~ Operational Standards of this ~~Declaration~~ Hotel Deed Restriction, or ~~The Condominium the Hotel unit operator~~ Operator shall have a high level of name, brand-awareness and marketing breadth with the general public and offer customers incentives such as a customer loyalty program. The current ~~condominium hotel operator, Crescent Hotels and Resorts~~ Hotel Operator, Northview Hotel Group, satisfies the requirements of this ~~section~~ Section 6.

~~ii.6.2~~ Examples of internationally or nationally recognized full service hotel operators and brands include (but are not limited to) the following: Westin, Marriott (all full service brands), Hyatt (all full service brands), Hilton (all full service brands, including Waldorf Astoria), Fairmont, Intercontinental (all full service brands), Morgans Hotel Group, Wyndham, Le Meridien Luxury Collection (Starwood) and similarly styled operators, as recognized by accepted industry standards and brands from time to time.

~~iii.6.3~~ The ~~condominium hotel operator~~ Hotel Operator may be changed by the ~~owner of the~~ Hotel Unit ~~(or other authorized person or entity)~~ Owner from time to time. In the event that the ~~owner of the~~ Hotel Unit Owner elects to terminate ~~or replace~~ the approved ~~condominium hotel operator~~ Hotel Operator at any time, the ~~owner of the~~ Hotel Unit Owner shall provide the Director of Community Development of the Town with: (a) thirty (30) ~~days~~ days’ prior written notice of such termination ~~or replacement~~ including the reasons for such termination ~~or replacement~~ (which shall be held in confidence by the Town), or such lesser period of time as may be necessitated by the bankruptcy or cessation of business of the ~~hotel operator of~~ Hotel Operator or the misfeasance or malfeasance of the ~~condominium hotel operator~~ Hotel Operator; and (b) within two hundred forty (240) days of termination of the ~~hotel operator~~ Hotel Operator, notice of the replacement ~~condominium hotel operator~~ Hotel Operator, which notice shall include a letter of intent from the replacement

~~condominium hotel operator~~Hotel Operator. The Town shall promptly provide notice of acceptance or non-acceptance within forty-five (45) days of receipt of the notice and the failure to provide a response shall be deemed to be an approval of the replacement ~~condominium hotel operator~~Hotel Operator by the Town. In considering the acceptability of the replacement ~~condominium hotel operator~~Hotel Operator, the ~~developer~~Hotel Unit Owner and Town shall adhere to the standards and guidelines of this ~~section~~Section 6.

~~iv-6.4~~ In the event of a dispute between the ~~owner of the~~Hotel Unit Owner and the Town concerning the adequacy of the designation of the ~~condominium hotel operator~~Hotel Operator consistent with this ~~section~~Section 6, the parties shall initially identify a qualified, neutral third-party recognized as an authority in the hospitality industry to mediate and resolve this dispute through a binding mediation process described in ~~section 6~~Section 7 below.

~~v-6.5~~ The Hotel Unit ~~owner~~Owner and the ~~condominium hotel operator~~Hotel Operator shall provide the following full service amenities, facilities and services within the ~~Project Property~~Community, which are intended to help promote ~~the lodge and efficiency lodge unit~~transient guest lodging, including but not limited to a restaurant, bar, spa, ~~lobby, check-in/check-out, parking,~~ concierge and similar full service hotel/lodging amenities.

~~vi-6.6~~ The Hotel Unit and each ~~lodge and efficiency lodge unit is incorporated as a condominium hotel and the will~~Hotel Condominium Unit shall meet the following conditions, restrictions and ~~requirement~~requirements:

~~a-6.6.1~~ The ~~condominium hotel operator~~Hotel Operator shall be responsible for the implementation, management and operation of ~~the condominium hotel, including an onsite rental management program, which shall include~~ the national and international marketing of ~~each of the lodge and efficiency lodge units (management and marketing programs).~~the Hotel for transient guest occupancy ("**Hotel Rental Program**"). The ~~management and marketing program~~Hotel Rental Program is intended to manage ~~and~~ market and promote the ~~condominium hotel project~~Hotel and the use and occupancy of the ~~associated lodge and efficiency lodge units in the condominium hotel~~Hotel Condominium Units participating in the Hotel Rental Program as accommodation styled rooms. The ~~management and marketing program~~Hotel Rental Program is further intended to provide for the use and ~~rentals of all available lodge and efficiency units, which are required to be made available~~ rental of the Hotel Condominium Units participating in the Hotel Rental Program to the general public ~~as hotel type lodging units,~~ except when the ~~hotel condominiums~~such Units are occupied by an ~~owner as allowed by this section.~~the owners of the Units. The Hotel Rental Program shall require that the maximum rental rates for the participating Hotel Condominium Units are set by the Hotel Unit Owner or Hotel Operator.

~~b-6.6.2~~ The ~~residential condominiums~~Residence Condominiums in the ~~Project Property~~Community may also voluntarily ~~be put into the accommodations rental pool and the management and marketing program.~~

~~e.~~ So long as registration as a security is not required under applicable state and federal securities laws, each ~~lodge and efficiency lodge unit~~participate in the ~~condominium hotel~~shall be included inHotel Rental Program.

~~6.6.3~~ In accordance with the Zoning Designation under the CDC as ~~Efficiency Lodge Units,~~ the hotel operator's management and marketing program and managed by the ~~condominium hotel operator,~~ and in that case a separate unit management agreement for each unit must be executed at the time of closing on a lodge and efficiency lodge unit, consistent with this section.

- d. ~~The lodge and efficiency lodge units~~ Hotel Condominium Units shall not be the primary residence of the owner.
- (I) ~~When of such Units and when not in use by the owner of a lodge and efficiency lodge unit~~ the Unit, such ~~units~~ Units shall be ~~included in the condominium hotel's accommodations rental pool and~~ made available for short-term transient rental occupancy and accommodations ~~by guests through the Hotel Rental Program, a Qualified Rental Program (defined below) or a direct rental by the owner. Hotel Condominium Units may not be rented on a long-term basis. For the purposes of this Hotel Deed Restriction, "long term basis" shall mean a period of more than thirty-one (31) consecutive days.~~
- (II) ~~The owner~~ Declaration shall include provisions setting forth the restrictions of ~~a lodge~~ Section 6.6.3, which may not be amended without the prior written consent of the Town.
- 6.6.4 **Hotel Exclusive Services.** ~~The Hotel Unit Owner and efficiency lodge unit/or the Hotel Operator shall provide lead time on notice of occupancy to the condominium certain exclusive hotel operator with~~ services ("Hotel Exclusive Services") to and for each of the Hotel Condominium Units as set forth in Exhibit "B" attached hereto. The provision of the Hotel Exclusive Services shall be mandatory for all Hotel Condominium Units and may not be performed by any party other than the Hotel Unit Owner and/or Hotel Operator. The owners of Hotel Condominium Units and their agents, employees and contractors are expressly prohibited from performing or engaging in any of the Hotel Exclusive Services. The provisions in the Declaration pertaining to the mandatory provision of the Hotel Exclusive Services by the Hotel Unit Owner and/or Hotel Operator may not be removed from the Declaration without the written consent of the Town.
- 6.6.5 **Qualified Rental Programs.** The Declaration shall include provisions regarding the approval by the Board of the TMVRC Owners' Association, Inc. ("Association") of third party rental programs ("Qualified Rental Programs") that are qualified to provide rental management services and programs for the Hotel Condominium Units that meet the Hotel Rating Standard. The provisions in the Declaration requiring approval of Qualified Rental Programs shall not be amended without the prior written consent of the Town.
- 6.6.6 All Hotel Condominium Unit owners will be required to obtain and maintain all business license(s) which allow for the rental of such units as required by the Town of Mountain Village, and to pay any and all associated transient room and lodging taxes. Hotel Condominium Unit owners who participate in the Hotel Rental Program are not required to obtain a separate business license(s) as required by this Section.
- 6.6.7 The Hotel Unit Owner and/or Hotel Operator shall be required to provide a written report to the Town on an annual basis by no later than February 28th as the deadline for providing intended summer occupancy dates and September 30th for winter occupancy dates. 28 of each year commencing on February 28, 2015, which includes the following information:
- (III) ~~The owner may use their lodge and efficiency lodge unit at other times without any lead time notice if the unit is not reserved for lodging purposes.~~
- e. ~~With respect to each condominium hotel unit, the restrictions set forth in this section shall be reflected in a separate deed restriction for each lodge and~~

efficiency lodge unit so that the owner of each unit is affirmatively stating that their unit(s) will be available to the condominium hotel operator and their paying guests when not in use by the owner in accordance with the requirements of this section.

- f. ~~For each lodge and efficiency unit in the hotel operator's management and marketing program, the condominium hotel operator and not the individual owners of lodge and efficiency lodge units will establish maximum room rental rates and yield manage the inventory, other than during owner's alleged usage periods.~~

- g. ~~The condominium hotel project may consist of lodge and efficiency lodge units that are connected by lock off doors between the individual units. When such a configuration of lodge and efficiency lodge units is desired in a lock off configuration, the following requirements shall be met:~~
 - (I) ~~Doors that lock off one unit from another unit shall be maintained as a separate, lockable door, and doors or locks shall not be removed for any reason;~~
 - (II) ~~Each unit shall maintain a separately keyed entry from the other attached unit;~~
 - (III) ~~Each unit shall be shown as a separate condominium unit on the condominium map with an owner allowed to own up to a maximum of three (3) units in a lock off unit configuration;~~
 - (IV) ~~Each lock off unit shall remain a separate, unique unit designation in the common hallway; and~~
 - (V) ~~Each unit shall contain a freestanding bed that does not include a sleeper sofa or Murphy bed.~~

- h. ~~An owner of a unit in the condominium hotel shall not be allowed to park or store a vehicle in a parking space during times that the owner is not occupying their unit.~~

- i. ~~A block of lodge and efficiency lodge units may be owned by one (1) owner provided such units meet the requirements of this section.~~

- j. ~~Alteration or elimination of any walls shown on the condominium map, or changes to the individual rooms that eliminate the number of beds approved by the Town are prohibited unless such changes are reviewed and approved by the Town in accordance with these regulations and provided that such change will not reduce the number of beds available in the condominium hotel project.~~

- k. ~~The owner of the Hotel Unit, in consultation with the Town approved condominiums hotel operator, will continue to maintain uniform furniture, fixtures and equipment packages that will be provided for each of the lodge and efficiency lodge units exclusive of the residential condominium units. The furniture, fixtures, and equipment packages will continue to insure a quality of décor, furniture, furnishings and appliances suitable to meet the condominium hotel operational standards, which may include without limitation appropriate and suitable fixtures (including bathroom fixtures), cabinetry, carpeting, floor covering, paint, wall covering, furniture (including built in furniture, if any), lighting, mirrors, décor items, color television, clock, radio, drapes, shades and other window treatments and any and all other fixtures, equipment, utilities and decorative accessories within the units. The design and content of the furniture, fixture and equipment packages may be offered in different variations and themes intended to achieve the condominium hotel operational standards.~~

- ~~1. “Operational standards~~
- ~~(i) The number of Hotel Condominium Units sold to third parties;~~
 - ~~(ii) The number of Hotel Condominium Units sold to third parties participating in the Hotel Rental Program;~~
 - ~~(iii) The number of Hotel Condominium Units sold to third parties utilizing a Qualified Rental Program;~~
 - ~~(iv) The number of Hotel Condominium Units sold to third parties that are directly rented by owners of the units;~~
 - ~~(v) The name of each Qualified Rental Program approved by the Board of the Association and the number of units utilizing the services of each approved Qualified Rental Program;~~
 - ~~(vi) Occupancy rates for the previous fiscal year for the Hotel Condominium Units sold to third parties broken down into each of the following categories: (a) Hotel Rental Program; (b) Qualified Rental Program; and (c) direct owner rentals;~~

~~6.7 The Hotel Condominium Units are encumbered by the Hotel Reconfiguration Deed Restriction at Reception Number 384749 in the Official Records.~~

~~6.8 The Hotel Unit Owner, in consultation with the Hotel Operator, has established certain standards under the Community Documents that among other things require a uniform quality of furniture, fixtures and equipment packages for each of the Hotel Condominium Units that comply with the Operational Standards (defined below).~~

~~6.9 “Operational Standards” means the standards for operating the ~~econdominium hotel~~Hotel as determined by the ~~econdominium hotel operator~~Hotel Operator, in consultation with the ~~owner of the Hotel Unit,~~Hotel Unit Owner that are necessary to achieve and maintain the Hotel Rating Standard and are consistent with the foregoing terms and conditions ~~and the operating standards customarily followed by the hotel operator for similar projects managed by hotel operator located in mountain resort locations. The operational standards,~~ The Operational Standards are intended to be followed for purposes of promoting the use and operation of the ~~econdominium hotel~~Hotel as a full-service ~~hotel~~Hotel within the Hotel Unit, the ~~hotel econdominiums~~Hotel Condominiums and those ~~residential econdominium units~~Residence Condominium Units participating in the ~~rental management program~~Hotel Rental Program. When developing and implementing the ~~operational standards,~~ the ~~hotel operator~~Operational Standards, the Hotel Unit Owner and Hotel Operator shall exercise ~~itstheir~~ good-faith commercially reasonable judgment and adhere to industry standards for similar projects located in the mountain resort locations as well as the actual operational needs of the ~~hotel~~Hotel and/or hotel guest. It is recognized and agreed that the ~~operational standards~~Operational Standards may vary from time to time given due consideration to winter periods, summer periods and shoulder seasons between winter and summer periods.~~

~~437.~~ **EXPERT RESOLUTION PROCESS.** All disputes regarding the appointment of the replacement ~~hotel operator~~Hotel Operator or ~~replacement hotel rating service~~Replacement Hotel Rating Service shall be resolved through the expert resolution process described in this section. ~~Were~~Where a matter is referred to ~~as~~ the expert resolution process, the following provisions shall apply:

~~4-7.1~~ **Initiation of Expert Resolution Process.** Either the ~~hotel~~Hotel Unit Owner or ~~owner of the Hotel Unit~~Operator on the one hand, or the Town on the other hand, may initiate the expert resolution process by notice to the other party after attempting in good faith to resolve the matter for a period of not less than thirty (30) days from the delivery of written notice of

disagreement by one party or the other. The parties shall have ten (10) days from the date of such notice to mutually agree on an expert. An expert shall be a party agreed to by the ~~hotel operator or owner of the~~ Hotel Unit Owner or Hotel Operator on the one hand, or the Town on the other hand, who has not less than five years of experience in the hospitality industry practice of a national or international consulting firm and who does not have any conflict of interest and has not previously worked for and does not work for either party absent disclosure to and approval of the ~~hotel operator~~ Hotel Unit Owner or ~~owner of the~~ Hotel Unit Operator on the one hand, and the Town, on the other hand. Upon the failure of the parties to agree upon an expert, either party may submit a request to the local office of the American Arbitration Association and such expert shall be selected by said office who has not less than five years' experience in the hospitality industry and in the operation of hotels, and who does not have any conflict of interest and is not previously worked for and does not then work for either party absent disclosure to and approval of the ~~hotel operator~~ Hotel Unit Owner or ~~owner of the~~ Hotel Unit Operator on the one hand, and the Town on the other hand, which election shall be binding.

~~ii-7.2~~ 7.2 Decision of Expert. The decision of an expert selected according to this section shall be final and binding on the parties and will not be capable of challenge, absent bad faith or fraud, whether by arbitration, through a judicial proceeding or otherwise. If a party fails to comply with the expert's determination, the other party may enforce the determination in a court of competent jurisdiction in San Miguel County, Colorado.

~~iii-7.3~~ 7.3 Submissions to Expert. Each party will be entitled to make written submissions to the expert, but must provide a copy to the other party, and the latter will have the right to comment on such submission. The parties will make available to the expert all books and records relating to the issue in dispute and will render to the expert any assistance requested of the parties. The cost of the expert and the proceedings, including the reasonable travel, room, board and incidental expenses of the expert, will be born as directed by the expert. Any hearings or meetings required of the expert will be held in San Miguel County, Colorado or such other location as is acceptable to the ~~hotel operator or owner of the~~ Hotel Unit Owner or Hotel Operator on the one hand, and the Town on the other hand.

~~iv-7.4~~ 7.4 Terms of Engagement of Expert. The terms of engagement of the expert will include an obligation on the part of the expert to (i) provide time frames to the parties for the submission of information and materials reasonably necessary to resolve the subject issues, (ii) notify the parties in writing of the decision within thirty (30) days from the date on which the expert has been selected and has received the information and supporting documentation necessary to resolve the subject issues (or such other period as the parties may agree); and (iii) make his or her decision regarding the replacement ~~hotel rating service~~ Hotel Rating Service and/or replacement ~~hotel operator~~ Hotel Operator by applying the provisions of this ~~Declaration~~ Hotel Deed Restriction.

148. ARBITRATION PROCESS. All controversies, disputes or claims between the ~~hotel operator or owner of the~~ Hotel Unit Owner or Hotel Operator on the one hand, or the Town on the other hand, which arise from or relate to this ~~Declaration~~ Hotel Deed Restriction and which are not otherwise subject to the expert resolution process shall be resolved through the arbitration process described herein. Where a matter is referred to the arbitration process, the following provisions may apply:

~~i-8.1~~ 8.1 Initiation of Arbitration. Either the ~~hotel operator or owner of the~~ Hotel Unit Owner or Hotel Operator on the one hand, or the Town on the other hand, may initiate the arbitration process by notice to the other party after attempting in good faith to resolve the matter for a period of not less than thirty (30) days. Within thirty (30) days after a party's delivery of notice to the other party of its election to submit a disagreement to arbitration, the parties shall mutually agree on an arbitrator with not less than five (5) years' experience in the hospitality industry and in the operation of hotels, who does not have any conflict of interest and has not previously worked for and does not then work for either party, absent disclosure

to and approval of the ~~hotel operator or owner of the~~ Hotel Unit Owner or Hotel Operator on the one hand, and the Town on the other hand. Upon failure of the parties to agree upon an arbitrator, either party may submit a request to the local office of the American Arbitration Association that an arbitrator be selected by said office with not less than five (5) years' experience in the hospitality industry and in the operation of hotels, and who does not have any conflict of interest and has not previously worked for and does not then work for either party, absence disclosure to and approval of the ~~hotel operator~~ Hotel Unit Owner or ~~owner of the Hotel Unit~~ Operator on the one hand, and the Town on the other hand, which selection shall be binding.

ii-8.2 Conduct Of Arbitration. The arbitrator shall conduct the arbitration with the goal of resolving the dispute as speedily as possible. All discovery shall be conducted in accordance with the Colorado Rules of Civil Procedure. The arbitrator shall endeavor to conduct the proceeding so as to permit the issuance of an award within four months of the commencement of the arbitration. The award of the arbitrator shall be final and binding on the parties and shall not be subject to challenge absent bad faith or fraud, whether through a judicial proceeding or otherwise. If a party fails to comply with the arbitrator's award the other party may enforce an award in a court of competent jurisdiction in San Miguel County, Colorado. The fees of the arbitrator and expenses of the arbitration proceeding shall be allocated in the award by the arbitrator. Each party shall pay the fees and costs of its respective counsel and fees of court and costs of any witness called by that party.

159. MISCELLANEOUS.

i-9.1 Notwithstanding anything contrary set forth in this ~~Declaration~~ Hotel Deed Restriction, no owner of a ~~hotel condominium~~ Hotel Condominium Unit or ~~residential condominium~~ or Residence Condominium Unit or any other parcel of real property within the ~~project of which the Property is a part~~ Community, other than the Hotel Unit, no lessee or concessionaire of a portion of, or of services within, the ~~condominium hotel~~ Hotel Unit or ~~or within the~~ Property Community, and, except as otherwise provided in ~~section~~ Section viii below, no holder of a mortgage or provider of financing with respect to the Project Property or any condominium unit or other parcel of real property within the ~~project of which the Property is a part~~ Community, shall be bound by or responsible for the fulfillment of the requirements or restrictions imposed by this ~~Declaration~~ Hotel Deed Restriction, and no lien or charge shall attach to any ~~Interest~~ interest in the ~~Property of any property within the project of which the Property is a part~~ Community as a result of this ~~Declaration~~ Hotel Deed Restriction or the exercise of the rights hereunder other than against the Hotel Unit. No lien shall be imposed against the Hotel Unit by operation of law or otherwise unless the matter as to which the lien relates has been resolved in accordance with the applicable dispute resolution mechanism provided for in this ~~Declaration.~~ Hotel Deed Restriction. No present or future partner, shareholder, officer, director, member, employee, affiliate or agent of the owner of the Hotel Unit or of any corporation or other entity that is or becomes the owner of the Hotel Unit or a constituent partner in or member of the owner of the Hotel Unit, shall be personally liable, directly or indirectly, for any liabilities arising in connection with this ~~Declaration~~ Hotel Deed Restriction, and the Town waives any such personal liability.

ii-9.2 This ~~Declaration~~ Hotel Deed Restriction shall not be modified, amended or released except by written instrument executed by the ~~owner of the~~ Hotel Unit Owner and approved in writing by the Town. Approval of a Lender (as defined below) is not required. The appropriate governmental authority of the Town shall execute a written instrument effectuating and acknowledging such modification, amendment or release. Any amendment, modification or release of this ~~Declaration~~ Hotel Deed Restriction shall be recorded in the ~~public records of San Miguel County, Colorado.~~ Official Records.

iii-9.3 This ~~Declaration~~ Hotel Deed Restriction shall be effective upon recording.

- ~~iv.~~ ~~There~~^{9.4} ~~These~~ restrictions are hereby declared to be severable and independent. If any court of competent jurisdiction shall declare any section, paragraph or part hereof invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.
- ~~v.~~^{9.5} Articles and paragraph captions, headings and titles inserted throughout this ~~Declaration~~Hotel Deed Restriction are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this ~~Declaration~~Hotel Deed Restriction.
- ~~vi.~~^{9.6} With the exception of the Lenders (hereafter defined), there shall be not third party beneficiaries to this ~~Declaration~~Hotel Deed Restriction and no party other than the ~~owner of the~~ Hotel Unit Owner and the Town and any Lender, and their respective successors and assigns, shall have a claim or be entitled to pursue a cause of action in connection with the matters addressed herein.
- ~~vii.~~^{9.7} If the Town shall be notified in writing of a Lender's (defined below) interest in the ~~Project Property and/or~~ Hotel Unit or the ~~owner of the~~ Hotel Unit Owner, the Town shall provide such Lender with contemporaneous copies of notices ~~of the owner of~~ sent to the Hotel Unit Owner sent in connection with this ~~Declaration~~Hotel Deed Restriction.
- ~~viii.~~^{9.8} No Lender shall be responsible for any financial obligations hereunder which accrue or relate to actions, inactions, conditions or circumstances arising or existing prior to the time that such Lender shall have acquired title to or control of the Hotel Unit or the ~~owner of the~~ Hotel Unit Owner, as applicable.
- ~~ix.~~^{9.9} Any lien placed against the Hotel Unit arising out of or relating to the provisions of this ~~Declaration~~Hotel Deed Restriction is hereby expressly subordinated in all respects to any loan held by either a Mortgage Lender (defined below) or a Mezzanine Lender (defined below). The Town agrees to execute a release of any lien promptly upon the delivery by any Lender of evidence of the foreclosure of a loan or transfer of the interest securing such loan pursuant to a deed in lieu or transfer in lieu of foreclosure.
- ~~x.~~^{9.10} "**Lender**" shall mean any of the following: (1) the holder of a loan secured by a mortgage or deed of trust encumbering ~~any of the Project Property and/or~~ the Hotel Unit ("**Mortgage Lender**"); (2) the holder of a Loan secured by a pledge of direct or indirect ownership interest in the ~~owner of the~~ Hotel Unit Owner ("**Mezzanine Lender**"); (3) the successors and or assigns of the Mortgage Lender or Mezzanine Lender; (4) the entity or individual who acquires title to ~~any of the Property or~~ the Hotel Unit by purchase or assignment at foreclosure or by deed in lieu thereof; and/or (5) the entity or individual who acquires ownership to the direct or indirect ownership interests in the ~~owner of the~~ Hotel Unit Owner in a UCC foreclosure proceeding, secured party sale or transfer in lieu of foreclosure.
- ~~xi.~~^{9.11} Any notice provided or permitted to be given in this ~~Declaration~~Hotel Deed Restriction shall be made in writing and may be given by personal delivery, facsimile transmission or by depositing the notice in the United States mail, postage prepaid, certified with return receipt requested, and addressed to the party to be notified. Notice deposited in the mail in the foregoing manner shall be deemed received three days after it is so deposited, excluding Sunday and postal holidays. Notice given in any other manner shall be effective only if and when actually received by the person or entity to be notified. For purposes of notice, the addresses of the parties shall be set forth below until changed. Any party, by notifying the other parties hereto in the manner provided in this paragraph, may designate a different address for receipt of subsequent notices.

For the ~~Owner of the Hotel Units~~ Unit Owner:

~~Ekornet US Telluride~~ Madeline Property Owner, LLC

~~One Penn Plaza Suite 1514~~

~~New York, NY, 10119~~

~~Attention: President~~

~~With a copy to:~~

~~Carlton Fields, P.A.~~

~~4221 W. Boy Scout Blvd., Suite 1000~~

~~Tampa, FL 33607~~

~~Attention: Richard Liquanti~~

~~_____~~ 36 Narrow Rocks Road

Westport, CT 06880

Attn: Simon A. Hallgarten

JOINDER AND CONSENT:

The undersigned joins into this ~~Declaration~~Hotel Deed Restriction for the purpose of acknowledging its consent and agreement with the terms hereof.

TOWN OF MOUNTAIN VILLAGE

By _____
_____ Dan Jansen, Mayor

Attest:

Jackie Kennefick, Town Clerk

Exhibit "A"

Project Property Legal Description

Lot 38-50-~~51R~~51RR, Town of Mountain Village, A Replat of Lot 38R, Lot 50-51R, Tract OS-3-CR and Tract OS-CX, Town of Mountain Village, according to the Plat recorded February 11, 2009 in Plat Book 1 at Page 4061, being also the property subject to that certain First Amended and Restated Declaration of Grants, Covenants, Conditions and Restrictions for Telluride Mountain Village Resort Condominiums, a Condominium Common Interest Community Located in Town of Mountain Village, San Miguel County, Colorado, dated November 7, 2011 and recorded November 23, 2011 at Reception No. 420677 of the records in the Office of the Clerk and Recorder of San Miguel County, Colorado, as may be amended from time to time.

EXHIBIT B

EXHIBIT E TO DELCARTION

HOTEL EXCLUSIVE SERVICES

In order to ensure compliance with the Town Requirements and the Standards, the Hotel Unit Owner must maintain control over the Hotel operations, services and facilities within the Community. The services listed below are an integral part of the Hotel operations and may only be provided and performed by the Hotel Unit Owner and/or Hotel Operator to or for all Residence Condominium and Hotel Condominium Units, in order to ensure and maintain uniform, orderly and high quality Hotel operations. The Owners of Residence Condominium and Hotel Condominium Units and their agents, employees and contractors are expressly prohibited from performing or engaging in any of the Hotel Exclusive Services. The Rules and Regulations supplement these Hotel Exclusive Services and establish the service fees and charges, which may be amended from time-to-time.

Hotel Unit Owner and/or Hotel Operator shall have the sole and exclusive right to provide the following services to all Residence Condominium and Hotel Condominium Units:


1. Accept reservations by, from and through the Unit Owner and/or its agents, including any Qualified Rental Program, for the use and occupancy of the Unit;
2. Establish and enforce check-in and check-out procedures for all Owner's and Owner's guests;
3. Housekeeping and cleaning services necessary or desired for the Units;
4. All routine repairs and maintenance services necessary or desired for the Units,
5. Valet parking services;
6. Pest control services;
7. Manage and maintain the Unit electronic locking system, and all associated keys, including issuance and replacement of room keys;
8. Collection of all service fees and other charges payable by the Owner to the Hotel Unit Owner or Hotel Operator for the provision of these Hotel Exclusive Services and any other individual charges incurred by or on behalf of the Owner;
9. Connect telephones in the Unit to the Hotel's telephone switchboard. All Units must utilize the Hotel's telephone systems;
10. Make arrangements for, or cause to be arranged, internet service and basic cable or satellite television service to the Unit utilizing the Hotel's cable or satellite system and such additional television services as Hotel Unit Owner and/or Hotel Operator may, from time to time determine, in its discretion. No separate internet, cable or satellite televisions services may be provided to the Units.
11. In accordance with the liquor license issued by the State of Colorado for the Community, the Hotel Unit Owner or Hotel Operator shall (i) operate mini-bars in the Units; and (ii) provide room service to the Units, which shall include the sale and dispensing of alcoholic beverages and food in the Unit. Unit Owners shall not engage in any activity within its Unit or any portion of the Community requiring a liquor license from the State of Colorado, without limitation, the sale of alcoholic beverages and food;

12. Such additional services and procedures as the Hotel Unit Owner and/or Hotel Operator may elect, from time to time, in order to maintain uniformity, quality, appropriate access restrictions, and ensure compliance with the Town Requirements and the Standards.

Nothing in this Exhibit "E" is intended to authorize Hotel Unit Owner and/or Hotel Operator to solicit, advertise, promote or rent a Unit. The Owner has the exclusive authority to arrange for the rental of the Owner's Unit in accordance with the Restated Declaration.

Notwithstanding anything to the contrary, the Hotel Unit Owner, Hotel Operator and the Hotel, shall not be liable for any loss of, damage to, or destruction of any of the personal property or physical improvements located within the Units and shall not have any obligation to protect against or take action to prevent the theft, damage or destruction of such personal property.

Except for the gross negligence or willful misconduct of any of the Indemnified Parties (as defined below), each Unit Owner hereby agrees to the fullest extent permitted by law, to defend, indemnify and hold the Hotel Unit Owner, the Hotel Operator, and all of their owners, affiliates and subsidiaries and their respective employees, officers, directors, owners, representatives, contractors and agents (collectively, "**Indemnified Parties**"), free and harmless from and against any and all acts, omissions, investigations, inquiries, liabilities, losses, damages, fines, obligations, penalties, demands, taxes, injuries, claims, causes of action, judgments, allegations, costs and expenses, including reasonable attorney's fees and costs (collectively, "**Claims**") arising and/or relating, directly or indirectly, from injury to person or property (including to the Unit and the property therein), or both, sustained by anyone in and about the Unit, and in connection with or arising from any cause in, on or about the Unit (including, but not limited to, a personal injury), Unit Owner's and Unit Owner's Guests' use of the Unit or the Community, from any breach or default in the performance of the Hotel Exclusive Services by the Indemnified Parties. Unit Owner hereby assumes all risk of damage to property or injury to persons in, upon or about the Unit from any cause, and Unit Owner hereby waives all claims in respect thereof against the Indemnified Parties, excepting where the damage is caused solely by the gross negligence or willful misconduct of the Indemnified Parties in the performance of the Hotel Exclusive Services.

 Business and Government Activity Report For the month ending: January 31st							
Activity	2015		2014		Variance		
	MONTH	YTD	MONTH	YTD	Variance	Variance %	
Cable/Internet							
# Residential & Bulk Basic Cable	929		957		(28)	-2.9%	
# Premium Channel Residential & Bulk Subscribers	488		483		5	1.0%	
# Digital Subscribers	280		324		(44)	-13.6%	
# Internet Subscribers	1,619		1,557		62	4.0%	
Average # Phone Subscribers	99		91		8	8.8%	
Village Court Apartments							
Occupancy Rate	%	100.00%	100.00%	98.20%	98.20%	1.80%	1.8%
# Vacated Units		1	1	4	4	(3)	-75.0%
# Work Orders Completed		25	25	30	30	(5)	-16.7%
# on Waiting List		96		33		63	190.9%
Public Works							
Service Calls		408	408	341	341	67	19.6%
Snow Fall	Inches	13	13	37	37	(24)	-64.9%
Snow Removal - Streets & Prkg Lots	Hours	777	777	701	701	76	10.8%
Roadway Maintenance	Hours	83	83	81	81	2	2.5%
Water Billed Consumption	Gal.	29,927,000	29,927,000	21,151,000	21,151,000	8,776,000	41.5%
Sewage Treatment	Gal.	8,122,000	8,122,000	8,200,000	8,200,000	(78,000)	-1.0%
Child Development Fund							
# Infants & Toddlers Actual Occupancy		17.02	17.02	19.03	19.03	(2.01)	-10.6%
# Preschoolers Actual Occupancy		14.52	14.52	13.09	13.09	1.43	10.9%
Transportation and Parking							
GPG (noon snapshot)		2,763	2,763	2,633	2,633	130	4.9%
HPG (noon snapshot)		2,203	2,203	2,148	2,148	55	2.6%
Total Parking (noon snapshot)		10,370	10,370	10,305	10,305	65	0.6%
Parking Utilization (% of total # of spaces occupied)		42.7%	42.7%	42.5%	42.5%	0.2%	0.5%
Paid Parking Revenues		\$36,391	\$36,211	\$45,193	\$45,193	(\$8,982)	-19.9%
Bus Routes	# of Passengers	37	37	49	49	(12)	-24.5%
Employee Shuttle	# of Passengers	1,805	1,805	1,433	1,433	372	26.0%
Employee Shuttle Utilization Rate	%	54.2%	54.2%	67.5%	67.5%	-13.30%	-19.7%
Inbound (Vehicle) Traffic (Entrance)	# of Cars	65,005	65,005	60,704	60,704	4,301	7.1%
Human Resources							
FT Year Round Head Count		78		76		2	2.6%
Seasonal Head Count (FT & PT)		5		4		1	25.0%
PT Year Round Head Count		11		13		(2)	-15.4%
Gondola FT YR, Seasonal, PT YR Head Count		60		60		0	0.0%
Total Employees		154		153		1	0.7%
Gondola Overtime Paid	Hours	269	269	140	140	129	92.1%
Other Employee Overtime Paid		84	84	34	34	50	147.1%
# New Hires	Total New Hires	7	7	1	1	6	600.0%
# Terminations		2	2	4	4	(2)	-50.0%
# Workmen Comp Claims		2	2	2	2	0	0.0%
Workmen Comp Claims Costs		\$0	\$0	\$2	\$2	-\$2	-100.0%
Community Relations							
Total Users/Total Sessions		1,207/1,447	1,207/1,447	91/200	91/200	1116/1247	1226%/624%
Town Hosted Meetings		5	5	5	5	0	0.0%
Email Correspondence Sent		3	3	4	4	(1)	-25.0%
E-mail List	#	4327		2116		2,211	104.5%
Press Releases Sent		0	0	1	1	(1)	-100.0%
Gondola and RETA							
<i>RETA revenues are unaudited</i>							
Gondola	# of Passengers	295,855	295,855	270,878	270,878	24,977	9.2%
Chondola	# of Passengers	29,431	29,431	28,409	28,409	1,022	3.6%
RETA fees collected by TMVOA		\$328,647	\$328,647	\$177,315	\$177,315	\$151,332	85.3%

Activity	2015		2014		Variance		
	MONTH	YTD	MONTH	YTD	Variance	Variance %	
Police							
Calls for Service	#	447	447	370	370	77	20.8%
Investigations	#	10	10	31	31	(21)	-67.7%
Alarms	#	17	17	11	11	6	54.5%
Arrests	#	1	1	3	3	(2)	-66.7%
Traffic Contacts	#	3	3	7	7	(4)	-57.1%
Traffic Tickets Written	#	0	0	3	3	(3)	-100.0%
Parking Tickets Written	#	313	313	146	146	167	114.4%
Administrative Dismissals	#	6	6	27	27	(21)	-77.8%
Building/Planning							
Community Development Revenues		\$13,564	\$13,564	\$29,511	\$29,511	(\$15,947)	-54.0%
# Permits Issued		2	2	2	2	0	0.0%
Valuation of Building Permits Issued		\$49,971	\$49,971	\$164,263	\$164,263	(\$114,292)	-69.6%
# Inspections Completed		138	138	88	88	50	56.8%
# Design Review/Zoning Agenda Items		4	4	5	5	(1)	-20.0%
# Staff Review Approvals		2	2	2	2	0	0.0%
Recreation							
Mile of Trails Maintained		14.7	14.7	14.7	14.7	0	0.0%
Platform Tennis Registrations		60	60	40	40	20	50.0%
Ice Rink Skaters		1490	1490	1498	1498	(8)	-0.5%
Snow Cat Hours		144	144	25	25	119	485.0%
Property Maintenance							
Snow Removal Plaza	Hours	356	356	297.25	297	58	19.6%
Plaza Maintenance	Hours	288	288	239.25	239	48	20.2%
Lawn Care	Hours	0	0	0	0	0	#DIV/0!
Plant Care	Hours	12	12	6	6	6	100.0%
Irrigation	Hours	0	0	0	0	0	#DIV/0!
TMV Trash Collection	Hours	129	129	92.5	93	36	38.9%
Christmas Decorations	Hours	342	342	347.75	348	(6)	-1.7%
Vehicle Maintenance							
# Preventive Maintenance Performed		24	24	22	22	2	9.1%
# Repairs Completed		20	20	41	41	(21)	-51.2%
Special Projects		5	5	4	4	1	25.0%
# Roadside Assists		0	0	0	0	0	#DIV/0!
Finance							
# Employee Based Business Licenses Issued		498	498	484	484	14	2.9%
# Privately Licensed Rentals		54	54	49	49	5	10.2%
# Property Management Licensed Rentals		248	248	303	303	(55)	-18.2%
# VRBO Listings for MV		314	314	216	216	98	45.4%
# Paperless Billing Accts (YTD is total paperless customers)		21	411	16	286	125	43.7%
# of TMV AR Bills Processed		2,023	2,023	1,894	1,894	129	6.8%
Accounts Receivable - Total Bad Debt Reserve/Allowance: \$							
	TMV Operating Receivables (includes Gondola funding)	Utilities - Cable and Water/Sewer		VCA - Village Court Apartments		General Fund Investment Activity	
Current	\$ 838,252 99.0%	\$ 211,369 90.5%		\$ (14,630) 152.2%		Change in Value	\$22,275
30+ Days	1,139 0.1%	18,622 8.0%		(783) 8.1%		Ending Balance	\$5,757,875
60+ Days	2,706 0.3%	2,706 1.2%		(1,390) 14.5%		Investment Income	\$3,275
90+ Days	53 0.0%	886 0.4%		7,190 -74.8%		Portfolio Yield	0.992
over 120 days	4,217 0.5%	19 0.0%		- 0.0%			
Total	\$ 846,367 100.0%	\$ 233,601 100.0%		\$ (9,613) 100.0%			
	Other Billings - CDF, Construction Parking, Commercial Trash	Total All AR		Change Since Last Month - Increase (Decrease) in AR		Other Statistics	
Current	10,524 57.2%	\$ 1,045,516 96.0%		\$ 521,720 97.6%		Population (estimated)	1,340
30+ Days	4,902 26.6%	23,879 2.2%		\$ 11,094 2.1%		Registered Voters	1,016
60+ Days	1,869 10.2%	5,890 0.5%		\$ 857 0.2%		Property Valuation	266,407,970
90+ Days	935 5.1%	9,064 0.8%		\$ 1,383 0.3%			
over 120 days	178 1.0%	4,414 0.4%		\$ (422) -0.1%			
Total	\$ 18,407 100.0%	\$ 1,088,762 100.0%		\$ 534,632 100.0%			



Memorandum

To: Town Council
From: Kevin Swain, Finance Director
Date: February 12, 2015
Re: Town of Mountain Village Financial Statements through December 2014

Mountain Village Financials Statements through December, 2014

General Fund Summary

These financials reflect the revised budget as adopted at the December Town Council Meeting. They are preliminary and express the financial position as of the date of this memo. The books are still open and there are payables outstanding. These financials do however materially reflect the year-end financial position of the Town. The General Fund currently shows a surplus of \$500,000.

Development related revenues have declined from prior year but exceeded the revised budget. Sales taxes continue to show an increase of 7% over prior year and are over budget by 5%. Total revenues of \$8.25 million were over budget by \$460,000 due mainly to sales taxes and community development fees such as permit fees, use tax, road impact fees, and plan review fees exceeding revised budgeted expectations. County Road and Bridge taxes have come in under budget and prior year. Contributions are under budget mainly because shuttle expenses were less than anticipated and contributions are based on a percentage of those costs.

Total operating expenditures of \$7 million were under budget by \$600,000. Capital outlay through this period was for boilers/snowmelt/plaza improvement, trail improvements, and environmental projects.

Transfers to other funds include:

Fund	This Month	YTD Budget	YTD Actual	YTD % of Budget
Child Development Fund	\$ 29,695	\$ 96,512	\$ 86,937	90.08%
Affordable Housing Development Fund (Monthly Sales Tax Allocation)	\$ 62,788	\$ 330,000	\$ 348,409	105.58%
Conference Center Subsidy	\$ 65,496	\$ 164,018	\$ 154,274	94.06%
Debt Service Fund	\$ (487,708)	\$ (420,330)	\$ (357,416)	85.03%
Vehicle & Equipment Acquisition Fund	\$ -	\$ 216,868	\$ 185,994	85.76%

Income transfers from other funds include:

Fund	This Month	YTD Budget	YTD Actual	YTD % of Budget
Cable System	\$ 39,012	\$ 165,628	\$ 180,167	108.78%
Parking Services	\$ 34,586	\$ (66,362)	\$ 33,477	-50.45%
Overhead allocation from Cable, W/S, Gondola, VCA and Parking Services	\$ 37,199	\$ 451,996	\$ 443,371	98.09%
*Tourism Fund	\$ 5,374	\$ 13,012	\$ 53,124	408.29%

*This transfer is comprised of administrative fees and penalties collected.

Vehicle and Equipment Acquisition Fund – No Fund Income Statement Attached

A road and bridge vehicle was purchased (\$164,000) with offsetting grant funds of \$124,000, a Hotsy pressure washer was replaced, new plaza services and Parks & Recreation ATV's were replaced, a utility truck and a crack sealing machine were purchased, and the bobcat leases have been paid. Employee Shuttles have been purchased and 80% matching grant funds have been reimbursed.

Capital Projects Fund – No Fund Income Statement Attached

DOJ communications expenses of \$ 83,726 have been incurred which will be paid by the grant monies for the project. \$61,883 has been spent on the Meadows improvement plan. \$54,221 has been transferred from the affordable housing development fund.

Historical Museum Fund – No Fund Income Statement Attached

\$88,343 in property taxes were collected and \$86,573 was tendered to the historical museum. The county treasurer retained \$1,770 in treasurer's fees.

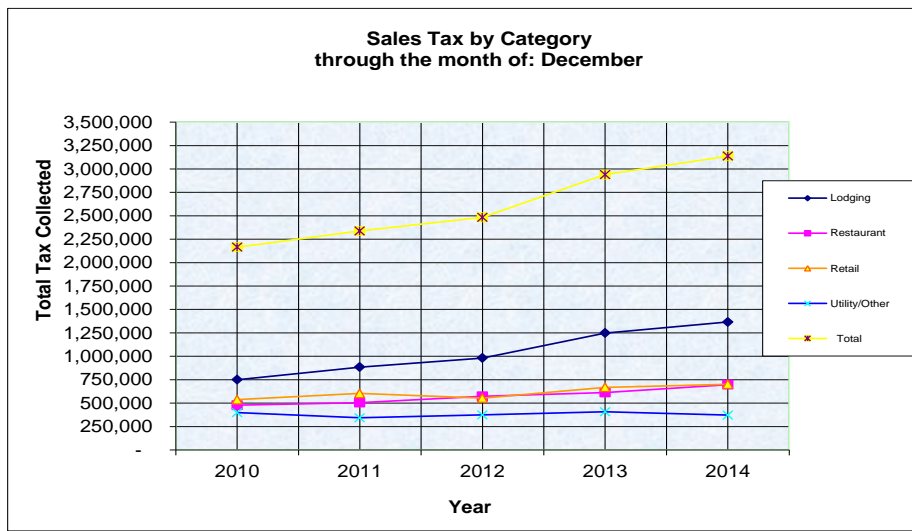
Mortgage Assistance Fund – No Fund Income Statement Attached

One promissory note was paid and interest of \$5,572 has been recorded.

Sales Tax

Sales taxes of \$3.1 million are 7% over 2013. Sales tax revenues are over budget by 5%. Restaurant shows the highest growth of 13.5% followed by lodging at 9.4%.

Actual Sales Tax Base By Class, Through December 2014										
Category	Actual 2010	Actual 2011	PY % Increase	Actual 2012	PY % Increase	Actual 2013	PY % Increase	Actual 2014	PY \$ Variance	PY % Increase
	4.5%	4.5%	2010 to 2011	4.5%	2011 to 2012	4.5%	2012 to 2013	4.5%	2013 to 2014	2013 to 2014
Lodging	16,667,064	19,663,485	18%	21,813,629	11%	27,745,883	27%	30,348,012	2,602,129	9.38%
Restaurant	10,606,332	11,223,839	6%	12,717,690	13%	13,631,180	7%	15,477,328	1,846,148	13.54%
Retail	11,947,237	13,406,936	12%	12,293,787	-8%	14,864,000	21%	15,593,895	729,894	4.91%
Utility/Other	8,861,304	7,625,308	-14%	8,323,303	9%	9,047,900	9%	8,263,593	(784,307)	-8.67%
Total	48,081,937	51,919,568	8%	55,148,409	6%	65,288,964	18%	69,682,828	4,393,864	6.73%



Tourism Fund

2014 restaurant taxes totaling \$314,737 have been collected and \$308,442 was tendered to the airline guarantee program. \$1.2 million in lodging taxes were collected and \$1.19 was tendered to the airline guarantee program and to MTI. The Town retained \$23,562 in administrative fees, and penalties and interest of \$2,811.

Lodging taxes exceeded prior year by 11% and are exceeding budget by 12%. Restaurant taxes are also ahead of prior year and budget by 14.5% and 14%, respectively. For the month of December, restaurant taxes are 15% over December 2013 and lodging taxes are 18% over December 2013.

Town of Mountain Village Colorado Lodging Tax Summary

	2010	2011	2012	2013	2014	2013	2014	Budget
	Activity	Activity	Activity	Activity	Activity	Var %	Budget	Var %
	(4%)	(4%)	(4%)	(4%)	(4%)			
January	111,915	123,204	105,787	167,378	159,264	-4.85%	162,972	-2.33%
February	138,044	137,579	135,434	151,727	170,098	12.11%	148,710	12.57%
March	149,122	179,223	150,548	203,235	248,285	22.17%	196,971	20.67%
April	6,630	5,006	7,619	9,382	7,291	-22.29%	9,522	-30.59%
May	4,214	6,665	8,673	10,684	10,627	-0.53%	10,881	-2.39%
June	37,439	50,466	55,581	77,013	74,275	-3.56%	76,522	-3.03%
July	52,231	64,340	77,661	93,602	109,838	17.35%	92,286	15.98%
August	60,591	52,153	74,889	84,727	88,929	4.96%	84,488	4.99%
September	51,295	61,547	62,057	69,349	82,891	19.53%	68,746	17.07%
October	12,191	12,532	16,867	16,450	17,383	5.67%	16,731	3.75%
November	5,712	6,206	6,618	6,761	11,840	75.14%	6,695	43.46%
December	152,210	171,797	164,045	191,249	221,667	15.90%	181,008	18.34%
Total	781,594	870,717	865,780	1,081,555	1,202,388	11.17%	1,055,532	12.21%
Tax Base	19,539,844	21,767,932	21,644,491	27,038,867	30,059,690		26,388,300	

Town of Mountain Village Colorado Restaurant Tax Summary

	2010	2011	2012	2013	2014	2013	2014	Budget
	Activity	Activity	Activity	Activity (2%)	Activity (2%)	Var %	Budget	Var %
	(2%)	(2%)	(2%)					
January	31,043	31,256	28,754	34,448	38,239	11.01%	33,945	11.23%
February	36,794	37,572	34,996	41,121	48,466	17.86%	40,521	16.39%
March	42,064	45,498	42,723	47,045	53,516	13.76%	46,358	13.38%
April	1,637	1,368	3,506	2,518	1,995	-20.79%	2,482	-24.40%
May	1,789	3,402	2,469	3,913	5,154	31.71%	3,856	25.19%
June	13,669	18,235	17,098	19,116	25,366	32.70%	18,837	25.74%
July	18,436	22,524	25,929	27,921	32,661	16.98%	27,514	15.76%
August	20,710	20,044	20,958	25,645	25,017	-2.45%	25,271	-1.02%
September	15,265	17,272	17,813	19,982	23,831	19.26%	19,690	17.38%
October	3,895	6,355	7,258	5,468	5,369	-1.80%	5,388	-0.35%
November	3,203	3,487	4,524	4,668	5,765	23.49%	4,600	20.21%
December	35,772	37,737	39,565	42,983	49,356	14.83%	42,033	14.84%
Total	224,278	244,750	245,593	274,828	314,736	14.52%	270,495	14.06%
Tax Base	11,213,910	12,237,496	12,279,634	13,741,420	15,736,820		13,524,750	

Business license fees of \$270,572 are under budget by \$1,976 and over prior year \$573. \$254,338 was remitted to MTI and \$25,969 in admin fees and penalties were transferred to the General Fund.



To: TMVOA
From: Kevin Swain, Finance Director
Date: January 31, 2015
Re: Gondola Quarterly Report, December 31, 2014

These financials reflect the revised budget as adopted at the December Town Council Meeting. They are unaudited and therefore subject to change.

The gondola fund is \$250,856 under budgeted operating expenses. Operating and capital grant funds are submitted as expended and are posted when received. Due to a worker's compensation dividend check, that line item in each department has been reduced.

Gondola Fund - Expenditures

1. Mobile Aerial Rapid Rescue System (MARRS):

Annual budget: \$77,356
YTD expenditures: \$71,291
YTD budget: \$77,356

MARRS is 8% under budget. This is due to savings on payroll costs due to evacs and training.

2. Chondola Operations and Maintenance:

Annual budget: \$187,917
YTD expenditures: \$162,843
YTD budget: \$187,917

Chondola operations expenses are under budget by \$25,100. Operations salaries and wages are slightly over budget, as well as maintenance wages which are based on actual and offset maintenance departmental wages and salaries. TSG utilities, parts and supplies, and outside labor are running under budget. Utility costs are higher than prior year mainly due to the addition of tire bank heaters. \$12,000 budgeted major repairs was unexpended.

3. Gondola Operations:

Annual budget: \$1.635 million
YTD expenditures: \$1.565 million
YTD budget: \$1.635 million

Gondola operations were under budget by \$69,734. Salaries and wages are under budget \$27,145, group insurance under \$9,355, and worker's compensation \$21,177, due to the dividend check received. Administrative management costs were \$6,611 under budget and \$4,200 under prior year. Those costs are based on actual hours by admin personnel.

4. Gondola Maintenance:

Annual budget: \$1.2 million

YTD expenditures: \$1.12 million

YTD budget: \$1.2 million

Gondola maintenance is below budget by \$74,126 and \$12,582 over prior year. Budget variances of note are: Worker's comp (\$16,505), contract labor (\$28,478), and parts and supplies (\$10,165).

Contract labor (\$9,081) and parts and supplies (\$15,722) were under prior year but salaries and wages (\$17,881) and facility expenses (\$10,300) were over prior year.

5. Fixed, General, Overhead and Administration:

Annual budget: \$543,094

YTD expenditures: \$482,920

YTD budget: \$543,094

FGOA costs are \$60,174 below budget. Noteworthy budget savings include: Natural gas (\$5,900), electricity (\$43,405), and admin costs (\$8,900). Also under budget are dues and fees and shuttle expense.

6. Major Repairs and Replacements:

Annual Budget: \$288,056

YTD expenditures: \$272,685

YTD budget: \$288,056

Conveyor drives and gear motors replaced/repared, conveyor rebuilds performed, and cabin window buffing has been continued.

7. Capital Outlay:

Annual Budget: \$739,500 (there are matching grant funds for a portion of these costs)

YTD expenditures: \$119,373

YTD budget: \$739,500

One snowmobile and a Snowcat have been replaced. The Oak Street Station bathrooms were remodeled and came in \$1,263 under budget. The main drive grant funded project was not done due to the securing of proper contracts and funding agreements. It is expected to be done in 2015 if these items can be procured.

Overall Financial Performance through December 31, 2014

Total gondola expenditures through this period of \$2.8 million were 19% under budget due mainly to the main drive project. The budget shortfall was the result of reduced costs in all operations. Total funding for the period of \$3.8 million was primarily provided by TMVOA, with contributions of approximately \$3.3 million (86%), and \$158,550 (4%) provided by TSG from lift ticket sales, \$325,908 (9%) in grant funding, event operations funding, \$41,525 (1%), and miscellaneous revenues, \$3,727.

Town of Mountain Village
Monthly Revenue and Expenditure Report
December 2014

	2014						2013	2012	2011
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
General Fund									
Revenues									
Charges for Services	\$ 292,241	\$ 175,891	\$ 116,350	66.15%	\$ 175,891	\$ (116,350)	\$ 724,927	\$ 431,759	\$ 490,813
Contributions	33,762	53,648	(19,886)	-37.07%	53,648	19,886	29,884	32,708	13,498
Fines and Forfeits	4,093	6,077	(1,984)	-32.65%	6,077	1,984	2,725	(558)	5,156
Interest Income	44,268	25,000	19,268	77.07%	25,000	(19,268)	(534)	21,707	12,671
Intergovernmental	363,555	362,529	1,026	0.28%	362,529	(1,026)	440,285	415,315	455,538
Licenses and Permits	273,555	158,060	115,495	73.07%	158,060	(115,495)	494,317	171,777	203,660
Miscellaneous Revenues	90,702	77,877	12,825	16.47%	77,877	(12,825)	89,642	120,072	142,781
Taxes and Assessments	7,149,011	6,934,226	214,785	3.10%	6,934,226	(214,785)	8,517,245	7,210,930	7,842,538
Total Revenues	8,251,187	7,793,308	457,879	5.88%	7,793,308	(457,879)	10,298,491	8,403,710	9,166,655
Operating Expenses									
Legislation & Council	18,072	21,608	(3,536)	-16.36%	21,608	3,536	20,858	8,608	10,663
Town Manager	227,808	229,153	(1,345)	-0.59%	229,153	1,345	213,208	215,374	286,388
Administrative Services	329,063	358,197	(29,134)	-8.13%	358,197	29,134	327,327	300,116	296,483
Finance	766,061	767,449	(1,388)	-0.18%	767,449	1,388	761,718	760,377	788,728
Technical	157,025	176,802	(19,777)	-11.19%	176,802	19,777	150,428	147,442	142,991
Human Resources	251,057	288,168	(37,111)	-12.88%	288,168	37,111	261,463	243,776	234,324
Town Attorney	437,283	454,458	(17,175)	-3.78%	454,458	17,175	395,298	438,756	441,098
Community Relations	212,636	228,012	(15,376)	-6.74%	228,012	15,376	187,414	201,339	214,284
Municipal Court	28,859	29,859	(1,000)	-3.35%	29,859	1,000	28,636	27,733	28,907
Police Department	662,484	691,888	(29,404)	-4.25%	691,888	29,404	713,062	765,679	796,087
Community Services	51,391	51,394	(3)	-0.01%	51,394	3	52,541	45,409	46,562
Community Grants and Contributions	79,795	86,500	(6,705)	-7.75%	86,500	6,705	66,500	91,500	103,500
Roads and Bridges	909,908	1,011,628	(101,720)	-10.06%	1,011,628	101,720	1,537,840	948,429	739,802
Vehicle Maintenance	432,818	469,118	(36,300)	-7.74%	469,118	36,300	429,893	476,649	466,418
Municipal Bus/Dial-A-Ride	153,917	193,805	(39,888)	-20.58%	193,805	39,888	345,534	593,625	716,118
Employee Shuttle	69,827	93,821	(23,994)	-25.57%	93,821	23,994	73,746	84,663	88,021
Parks & Recreation	405,229	445,045	(39,816)	-8.95%	445,045	39,816	326,841	471,132	551,964
Plaza and Environmental Services	1,135,911	1,266,037	(130,126)	-10.28%	1,266,037	130,126	1,129,898	1,036,132	965,803
Public Refuse Removal and Residential Trash Billing Services	43,929	46,809	(2,880)	-6.15%	46,809	2,880	200,162	216,487	301,466
Building/Facility Maintenance	100,407	113,968	(13,561)	-11.90%	113,968	13,561	162,205	298,395	94,705
Community Development	5,527	9,149	(3,622)	-39.59%	9,149	3,622	4,533	6,594	66,025
Building Division	186,500	196,338	(9,838)	-5.01%	196,338	9,838	168,638	160,392	182,675
Housing Division Office	19,096	19,298	(202)	-1.05%	19,298	202	79,348	83,533	99,978
Planning and Zoning Division	364,727	373,504	(8,777)	-2.35%	373,504	367,977	260,043	262,310	328,255
Contingency	-	26,025	(26,025)	-100.00%	26,025	6,929	-	4,099	39,426
Total Operating Expenses	7,049,330	7,648,033	(598,703)	-7.83%	7,648,033	938,807	7,897,134	7,888,549	8,030,671
Surplus / Deficit	1,201,857	145,275	1,056,582	727.30%	145,275	(1,396,686)	2,401,357	515,161	1,135,984
Capital Outlay	289,682	294,671	(4,989)	-1.69%	294,671	4,989	167,036	89,705	16,567
Surplus / Deficit	912,175	(149,396)	1,061,571	-710.58%	(149,396)	(1,061,571)	2,234,321	425,456	1,119,417
Other Sources and Uses									
Sale of Assets	10,568	-	10,568	#DIV/0!	-	(10,568)	1,685	5,563	1,300
Transfer (To) From Affordable Housing	(348,409)	(330,000)	(18,409)	5.58%	(330,000)	18,409	(327,349)	(277,387)	(268,308)
Transfer (To) From Cable	180,167	165,628	14,539	8.78%	165,628	(14,539)	171,866	214,105	236,660
Transfer (To) From Child Development	(86,937)	(96,512)	9,575	-9.92%	(96,512)	57,762	(72,215)	(105,643)	(128,897)
Transfer (To) From Communications	-	8,688	(8,688)	-100.00%	8,688	8,688	-	-	-
Transfer (To) From Capital Projects	-	-	-	#DIV/0!	-	(53,124)	(365,765)	-	(2,238)
Transfer (To) From Debt Service	(357,416)	(420,330)	62,914	-14.97%	(420,330)	(863,701)	410,031	96,511	83,208
Transfer (To) From Mortgage Assistance	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From Overhead Allocation	443,371	451,996	(8,625)	-1.91%	451,996	8,625	420,417	396,143	304,509
Transfer (To) From Parking Services	33,477	(66,362)	99,839	-150.45%	(66,362)	20,575	11,280	4,101	(114,565)
Transfer (To) From Conference Center	(154,274)	(164,018)	9,744	-5.94%	(164,018)	(164,018)	(198,329)	(155,045)	(116,548)
Transfer (To) From Tourism	53,124	13,012	40,113	308.29%	13,011.58	370,427	(65,970)	(50,127)	40,400
Transfer (To) From Vehicle/Equipment	(185,994)	(216,868)	30,874	-14.24%	(216,868)	(30,874)	(36,381)	(95,587)	(223,193)
Transfer (To) From Water/Sewer	-	-	-	#DIV/0!	-	-	600,000	-	-

**Town of Mountain Village
Monthly Revenue and Expenditure Report
December 2014**

	2014						2013	2012	2011
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
Total Other Sources and Uses	(412,323)	(654,766)	242,444	-37.03%	(654,766)	(652,338)	549,270	32,634	(187,672)
Surplus / Deficit	\$ 499,853	\$ (804,162)	\$ 1,304,015	-162.16%	\$ (804,162)	\$ (1,713,909)	\$ 2,783,591	\$ 458,090	\$ 931,745
Beginning Fund Balance Components	Actual YTD					Annual Budget			
Emergency Reserve	\$ 2,676,812					\$ 2,729,032			
Property Tax Reserve	450,828					450,828			
Unreserved	3,509,556					3,457,333			
Beginning Fund Balance	\$ 6,637,196					\$ 6,637,193			
YTD Ending Fund Balance Components									
Emergency Reserve	\$ 2,676,812					\$ 2,689,410			
Property Tax Reserve	450,828					450,828			
Health Care Premium Savings Reserve	50,000					50,000			
Facility Maint Reserve	155,000					155,000			
Unreserved	3,804,409					2,487,793			
Ending Fund Balance	\$ 7,137,048					\$ 5,833,031			

These financials reflect the revised budget as adopted at the December Town Council Meeting.

Revenues

Taxes & Assessments - Specific Ownership taxes collected are on budget. Sales tax revenues are 5% over budget and 7% over prior year.

Construction use tax is now over budget 15% but 72% below prior year. Property taxes collected are on budget.

Licenses & Permits - Construction permits are over the annual budget by \$59,575. Electrical and plumbing permits are over budget \$56,123.

Intergovernmental - Road and Bridge taxes are under budget and prior year 5% and 20%.

Charges for Services - Plan review, road impact, and DRB fees ended over the revised budget.

Fines & Forfeitures - Towing fees are under budget but traffic fines make up some of the shortfall.

Investment Income - Interest is exceeding budget and prior year.

Miscellaneous - Overall, over budget \$12,825 but van rider revenues are under budget 10%.

Contributions - Green gondola receipts and TMVOA's employee shuttle contribution collected to date.

Top Ten Budget Variances

Under Budget

Plaza and Environmental Services - \$130,126 Savings are mainly in electric and natural gas, plaza maintenance, supplies, and personnel expense.

Road and Bridge - \$101,720 Savings in gasoline, personnel, bridge repair, and vehicle repair.

Municipal Bus Service - \$39,888 Savings are in personnel costs and gasoline.

Parks and Recreation - \$39,816 Under budget in personnel and trail maintenance.

Human Resources- \$37,111 Savings in personnel costs due to a temporary vacancy, dues and fees, and life insurance costs.

Vehicle Maintenance- \$36,300 Savings in personnel, general supplies and oil.

Police - \$29,404 Savings in group insurance and gasoline.

Admin Services- \$29,134 Savings in communications and electric.

Employee Shuttle - \$23,877 Vehicle repair and gasoline were under budget.

Technical - \$19,777 Savings were realized in hardware replacement and printer maintenance.

**Town of Mountain Village
Monthly Revenue and Expenditure Report
December 2014**

	2014						2013	2012	2011
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Tourism Fund									
Revenues									
Business Licenses Fees	\$ 270,572	\$ 271,145	\$ (573)	0%	\$ 271,145	\$ 573	\$ 268,235	\$ 245,933	\$ 228,070
Lodging Taxes - Condos/Homes (1)	563,529	474,989	88,540	19%	474,989	(88,540)	528,648	374,588	362,378
Lodging Taxes - Hotels/Condos (1)	638,859	580,543	58,316	10%	580,543	(58,316)	552,906	490,481	508,685
Lodging Taxes - Prior Year	781	-	781	#DIV/0!	-	(781)	870	7,044	-
Penalties and Interest	12,546	3,000	9,546	318%	3,000	(9,546)	15,372	18,578	4,416
Restaurant Taxes	314,737	270,495	44,242	16%	270,495	(44,242)	274,828	245,428	243,948
Restaurant Taxes - Prior Year	88	-	88	#DIV/0!	-	(88)	164	1,045	-
Total Revenues	1,801,112	1,600,172	200,940	13%	1,600,172	(200,940)	1,641,023	1,383,097	1,347,497
Tourism Funding									
Additional Funding	-	25,000	(25,000)	-100%	25,000	25,000	100,000	105,833	-
Airline Guaranty Funding	898,081	782,296	115,786	15%	782,296	(115,786)	799,880	668,879	665,890
MTI Funding	849,906	777,365	72,542	9%	777,365	(72,542)	807,113	658,512	641,207
Total Tourism Funding	1,747,988	1,584,660	163,327	91%	1,584,660	(163,327)	1,706,993	1,433,224	1,307,097
Surplus / Deficit	53,124	15,512	37,613	242%	15,512	(37,613)	(65,970)	(50,127)	40,400
Administrative Fees									
Audit Fees	-	2,500	(2,500)	-100%	2,500	2,500	-	-	-
Total Administrative Fees	-	2,500	(2,500)	#DIV/0!	2,500	2,500	-	-	-
Surplus / Deficit	53,124	13,012	165,827	1274%	13,012	(40,113)	(65,970)	(50,127)	40,400
Other Sources and Uses									
Transfer (To) From Other Funds	(53,124)	(13,012)	(40,113)	308%	(13,012)	40,113	65,970	50,127	(40,400)
Total Other Sources and Uses	(53,124)	(13,012)	(40,113)	308%	(13,012)	40,113	65,970	50,127	(40,400)
Surplus / Deficit	\$ -	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -

**Town of Mountain Village
Monthly Revenue and Expenditure Report
December 2014**

	2014				Annual Budget	Budget Balance	2013 Actual YTD	2012 Actual YTD	2011 Actual YTD
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)					
Parking Services Fund									
Revenues									
Contributions/Shared Facility Expenses	\$ 17,461	\$ 18,500	\$ (1,039)	-6%	\$ 18,500	\$ 1,039	\$ 19,567	\$ 24,419	\$ 25,124
Fines and Forfeits	29,182	8,000	21,182	265%	8,000	(21,182)	361	10,678	10,210
Gondola Parking Garage	140,173	103,900	36,273	35%	103,900	(36,273)	128,917	113,549	107,728
Heritage Parking Garage	139,895	143,000	(3,105)	-2%	143,000	3,105	146,813	121,366	112,364
Parking Meter Revenues	10,750	9,500	1,250	13%	9,500	(1,250)	11,157	11,736	11,732
Parking Permits	14,986	12,000	2,986	25%	12,000	(2,986)	11,580	10,475	6,166
Special Event Parking	41,743	36,000	5,743	16%	36,000	(5,743)	5,000	5,000	-
Total Revenues	394,190	330,900	63,290	19%	330,900	(63,290)	323,395	297,223	273,324
Operating Expenses									
Other Operating Expenses	614	4,600	(3,986)	-87%	4,600	3,986	1,615	2,501	6,126
Personnel Expenses	122,316	134,881	(12,565)	-9%	134,881	12,565	123,051	124,910	143,901
Gondola Parking Garage	37,705	55,592	(17,887)	-32%	55,592	17,887	38,732	35,147	44,197
Surface Lots	23,909	22,260	1,649	7%	22,260	(1,649)	17,084	14,744	20,619
Heritage Parking Garage	113,116	118,765	(5,649)	-5%	118,765	5,649	99,856	93,038	94,172
Contingency	-	-	-	#DIV/0!	-	-	-	(22,019)	22,019
Meadows Parking	2,000	-	2,000	#DIV/0!	-	(2,000)	1,000	1,188	810
Total Operating Expenses	299,660	336,098	(36,438)	-11%	336,098	36,438	281,338	249,509	331,844
Surplus / Deficit	94,530	(5,198)	99,728	-1919%	(5,198)	(99,728)	42,057	47,714	(58,520)
Capital									
Capital	29,232	29,343	(111)	0%	29,343	111	-	10,155	19,218
Surplus / Deficit	65,298	(34,541)	99,839	-289%	(34,541)	(99,839)	42,057	37,559	(77,738)
Other Sources and Uses									
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Overhead Allocation	(31,821)	(31,821)	-	0%	(31,821)	-	(30,777)	(33,458)	(36,827)
Transfer (To) From General Fund	(33,477)	66,362	(99,839)	-150%	66,362	99,839	(11,280)	(4,101)	114,565
Total Other Sources and Uses	(65,298)	34,541	(99,839)	-289%	34,541	99,839	(42,057)	(37,559)	77,738
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -

Parking revenues are over budget \$63,300. HPG revenues are lagging budget but are offset by GPG and special event parking.

Expenditures are under budget primarily due to personnel, utilities, and maintenance costs. The net transfer to the General Fund is \$65,298.

**Town of Mountain Village
Monthly Revenue and Expenditure Report
December 2014**

	2014					2013	2012	2011	
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
Gondola Fund									
Revenues									
Event Operations Funding	\$ 5,525	\$ -	\$ 5,525	#DIV/0!	\$ -	\$ (5,525)	\$ 11,779	\$ 9,380	\$ 2,880
Event Operations Funding - SMC/TOT	36,000	36,000	-	0.00%	36,000	-	36,000	61,000	36,000
Grant Funding	325,908	478,259	(152,351)	-31.86%	478,259	152,351	131,799	175,420	-
Insurance Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Miscellaneous Revenues	3,169	5,000	(1,831)	-36.62%	5,000	1,831	3,775	3,858	2,734
Sale of Assets	558	-	558	#DIV/0!	-	(558)	-	-	-
TMVOA Operating Contributions	2,875,434	3,314,990	(439,556)	-13.26%	3,314,990	439,556	3,025,294	2,968,105	3,070,810
TMVOA Capital Contributions	392,058	699,393	(307,335)	-43.94%	699,393	307,335	43,043	191,259	173,483
TSG 1% Lift Sales	158,550	134,230	24,320	18.12%	134,230	(24,320)	136,939	133,290	134,665
Total Revenues	3,797,202	4,667,872	(870,670)	-18.65%	4,667,872	870,670	3,388,628	3,542,311	3,420,571
Operating Expenses									
MAARS	71,291	77,356	(6,065)	-7.84%	77,356	6,065	67,701	73,623	70,714
Chondola	162,843	187,917	(25,074)	-13.34%	187,917	25,074	150,512	156,607	189,307
Grant Success Fees	37,702	37,702	-	0.00%	37,702	-	27,463	4,498	-
Operations	1,528,082	1,597,816	(69,734)	-4.36%	1,597,816	69,734	1,502,787	1,538,241	1,539,613
Maintenance	1,122,305	1,196,431	(74,126)	-6.20%	1,196,431	74,126	1,109,723	1,107,875	1,036,546
FGOA	482,920	543,094	(60,174)	-11.08%	543,094	60,174	487,400	470,208	410,908
Major Repairs and Replacements	272,685	288,056	(15,371)	-5.34%	288,056	15,371	15,892	176,298	173,483
Contingency	-	-	-	#DIV/0!	-	-	-	-	-
Total Operating Expenses	3,677,829	3,928,372	(250,543)	-6.38%	3,928,372	250,543	3,361,477	3,527,350	3,420,571
Surplus / Deficit	119,373	739,500	(620,127)	-83.86%	739,500		27,151	14,961	-
Capital									
Capital Outlay	119,373	739,500	(620,127)	-83.86%	739,500	620,127	27,151	14,961	-
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -

Town of Mountain Village
Monthly Revenue and Expenditure Report
December 2014

	2014				Annual Budget	Budget Balance	2013	2012	2011
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
Child Development Fund									
Revenues									
Daycare Fees	\$ 245,405	\$ 250,068	(4,663)	-1.86%	\$ 250,068	\$ 4,663	\$ 242,243	\$ 218,635	\$ 209,334
Fundraising Revenues - Daycare	10,136	6,000	4,136	68.93%	6,000	(4,136)	10,967	11,545	7,261
Fundraising Revenues - Preschool	3,980	6,000	(2,020)	-1.11%	6,000	(165,473)	3,150	-	-
Grant Revenues - Daycare	24,643	30,000	(5,357)	-17.86%	30,000	5,357	27,772	28,793	33,795
Grant Revenues - Preschool	10,673	14,620	(3,947)	-27.00%	14,620	3,947	11,703	11,306	7,003
Preschool Fees	171,473	181,475	(10,002)	-166.70%	181,475	177,495	172,878	174,484	142,677
Total Revenues	466,310	488,163	(21,853)	-4.48%	488,163	21,853	468,713	444,763	400,070
Operating Expenses									
Daycare Contingency	-	-	-	#DIV/0!	-	-	-	-	-
Daycare Other Expense	57,240	76,319	(19,079)	-25.00%	76,319	19,079	69,870	64,681	66,336
Daycare Personnel Expense	310,570	325,300	(14,730)	-4.53%	325,300	14,730	310,979	324,245	346,279
Preschool Contingency	-	-	-	#DIV/0!	-	-	-	-	-
Preschool Other Expense	42,767	46,939	(4,172)	-8.89%	46,939	4,172	34,847	34,580	32,514
Preschool Personnel Expense	142,670	136,117	6,553	4.81%	136,117	(6,553)	125,232	126,900	101,033
Total Operating Expenses	553,247	584,675	(31,428)	-5.38%	584,675	31,428	540,928	550,406	546,162
Surplus / Deficit	(86,937)	(96,512)	9,575	-9.92%	(96,512)		(72,215)	(105,643)	(146,092)
Capital									
Preschool Capital Outlay	-	-	-	#DIV/0!	-	-	-	-	-
Total Capital	-	-	-	#DIV/0!	-	-	-	-	-
Surplus / Deficit	(86,937)	(96,512)	9,575	-9.92%	(96,512)		(72,215)	(105,643)	(146,092)
Other Sources and Uses									
Contributions	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	86,937	96,512	9,575	9.92%	96,512	9,575	72,215	105,643	128,897
Total Other Sources and Uses	86,937	96,512	9,575	9.92%	96,512	9,575	72,215	105,643	128,897
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ (17,195)

Child Development revenues are \$20,650 under budget because of slow daycare and preschool fees. Grant revenues came in short of expectations. Operating expenses are \$31,400 under budget due mainly to daycare personnel costs although preschool employee costs are over budget, caused by personnel allocations. Other savings are in the scholarship program, which is grant funded, and travel and education. The fund has required \$86,937 in funding from the General Fund compared to a budget of \$96,512.

**Town of Mountain Village
Monthly Revenue and Expenditure Report
December 2014**

	2014				Annual Budget	Budget Balance	2013	2012	2011
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
Water & Sewer Fund									
Revenues									
Mountain Village Water and Sewer	\$ 2,197,882	\$ 2,065,502	\$ 132,380	6.41%	\$ 2,065,502	\$ (132,380)	\$ 2,214,623	\$ 2,074,019	\$ 2,064,745
Other Revenues	8,993	24,050	(15,057)	-62.61%	24,050	15,057	17,143	13,555	12,901
Ski Ranches Water	130,865	124,224	6,641	5.35%	124,224	(6,641)	124,938	124,433	123,793
Skyfield Water	24,127	18,595	5,532	29.75%	18,595	(5,532)	22,750	21,525	18,983
Total Revenues	2,361,867	2,232,371	129,496	5.80%	2,232,371	(129,496)	2,379,454	2,233,532	2,220,422
Operating Expenses									
Mountain Village Sewer	414,214	385,871	28,343	7.35%	385,871	(28,343)	382,519	371,224	350,028
Mountain Village Water	861,493	996,732	(135,239)	-13.57%	996,732	135,239	845,160	896,960	906,368
Ski Ranches Water	20,389	48,389	(28,000)	-57.86%	48,389	28,000	30,481	30,554	65,726
Contingency	-	28,620	(28,620)	-100.00%	28,620	28,620	-	-	-
Total Operating Expenses	1,296,096	1,459,612	(163,516)	-11.20%	1,459,612	163,516	1,258,160	1,298,738	1,322,122
Surplus / Deficit	1,065,771	772,759	293,012	37.92%	772,759		1,121,294	934,794	898,300
Capital									
Capital Outlay	330,931	367,388	(36,457)	NaN	367,388	36,457	448,822	203,359	134,132
Surplus / Deficit	734,840	405,371	329,469	81.28%	405,371		672,472	731,435	764,168
Other Sources and Uses									
Overhead Allocation Transfer	(134,455)	(134,445)	10	-0.01%	(134,445)	10	(119,016)	(113,070)	(127,020)
Mountain Village Tap Fees	27,043	33,075	6,032	18.24%	33,075	6,032	171,725	113,876	15,356
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Ski Ranches Tap Fees	10,718	5,000	(5,718)	-114.36%	5,000	(5,718)	5,000	10,697	5,000
Skyfield Tap Fees	-	2,000	2,000	100.00%	2,000	2,000	-	-	-
Telski Tap Fee/Water Credit	(116,762)	(116,762)	-	0.00%	(116,762)	-	(112,271)	(107,953)	(103,801)
Transfer (To) From General Fund	-	-	-	#DIV/0!	-	-	(600,000)	-	-
Total Other Sources and Uses	(213,456)	(211,132)	2,324	-1.10%	(211,132)	2,324	(654,562)	(96,450)	(210,465)
Surplus / Deficit	\$ 521,384	\$ 194,239	\$ 327,145	168.42%	\$ 194,239		\$ 17,910	\$ 634,985	\$ 553,703

Water and sewer base fees and irrigation fees are exceeded budget (1% and 39%), although irrigation fees are slightly behind last year. Excess water fees are over budget (30%). Snowmaking fees are \$22,000 over budget but \$118,000 under prior year. Ski Ranches revenues are over budget due to base fees. Skyfield revenues are also over budget in excess water. Other revenues are under budget in late fees, inspections, water meter sales, and maintenance revenues. Sewer expenditures are over budget due mainly to shared costs of the treatment facility. MV water is under budget due to electricity and legal. Ski Ranches water costs are under budget with savings in personnel costs, R&M, and electric. Capital costs include the regional sewer charge for the solar panels and shared costs, water rights acquisition, a leak detection system, a power generator, the San Joaquin well, and Wapiti water line

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	2014				Annual Budget	Budget Balance	2013	2012	2011
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
Cable Fund									
Revenues									
Cable User Fees	\$ 793,941	\$ 816,489	\$ (22,548)	-2.76%	\$ 816,489	\$ 22,548	\$ 849,571	\$ 834,641	\$ 799,861
Channel Revenues	234	416	(182)	-43.75%	416	182	488	384	452
Internet User Fees	708,974	696,635	12,339	1.77%	696,635	(12,339)	609,267	568,401	543,853
Other Revenues	86,595	93,088	(6,493)	-6.98%	93,088	57,346	79,019	86,276	108,885
Phone Service Fees	35,742	33,246	2,496	7.51%	33,246	(53,349)	34,256	32,458	19,936
Total Revenues	1,625,486	1,639,874	(14,388)	-0.88%	1,639,874	14,388	1,572,601	1,522,160	1,472,987
Operating Expenses									
Cable Direct Costs	572,187	571,724	463	0.08%	571,724	(463)	560,864	536,171	499,243
Phone Service Costs	24,505	23,580	925	3.92%	23,580	(925)	22,659	21,177	12,715
Internet Direct Costs	108,000	108,000	-	0.00%	108,000	-	102,358	91,272	91,348
Cable Operations	532,195	556,606	(24,411)	-4.39%	556,606	24,411	528,395	506,551	479,322
Contingency	-	3,000	(3,000)	-100.00%	3,000	3,000	-	-	-
Total Operating Expenses	1,236,887	1,262,910	(26,023)	-2.06%	1,262,910	26,023	1,214,276	1,155,171	1,082,628
Surplus / Deficit	388,599	376,964	11,635	3.09%	376,964		358,325	366,989	390,359
Capital									
Capital Outlay	42,096	45,000	(2,904)	-6.45%	45,000	2,904	105,431	19,897	13,902
Surplus / Deficit	346,503	331,964	14,539	4.38%	331,964		252,894	347,092	376,457
Other Sources and Uses									
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	7,593
Transfer (To) From General Fund	(180,167)	(165,628)	(14,539)	8.78%	(165,628)	14,539	(171,866)	(214,105)	(236,660)
Overhead Allocation Transfer	(116,336)	(116,336)	-	0.00%	(116,336)	-	(106,028)	(97,987)	(97,390)
Total Other Sources and Uses	(296,503)	(281,964)	(14,539)	5.16%	(281,964)	14,539	(277,894)	(312,092)	(326,457)
Surplus / Deficit	\$ 50,000	\$ 50,000	\$ -	0.00%	\$ 50,000		\$ (25,000)	\$ 35,000	\$ 50,000
Beginning Fund Balance	\$ 60,000	\$ 60,000	\$ -						
Ending Fund Balance	\$ 110,000	\$ 110,000	\$ -						

Cable user revenues are under budget (1%) and are over prior year (3%). Residential basic, premium and digital fees are under budget. Internet revenues are over budget 1.8% and 16% over prior year. Other revenues are under budget 7% due mainly to parts sales, labor, and equipment rental. Direct costs for cable are just over budget and over prior year due to increasing programming costs. Internet costs are on budget and over prior year due to increased bandwidth. Phone service revenues are over budget by 7.5%, while phone service expenses are slightly over budget by 4%. Phone revenues have increased 4% over prior year and expenses are over prior year by 8%. Cable operating expenses are under budget with savings in head end and plant R&M, DCT's, and salaries and wages. The cable fund has returned \$296,5037 to the general fund including the overhead allocation, leaving \$50,000 in the fund for future capital as budgeted. A pick-up truck has been replaced. 202 additional receivers have been purchased.

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	2014					2013	2012	2011	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Telluride Conference Center Fund									
Revenues									
Beverage Revenues	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Catering Revenues	-	-	-	#DIV/0!	-	-	-	-	-
Facility Rental	-	-	-	#DIV/0!	-	-	-	-	-
Operating/Other Revenues	920	-	920	#DIV/0!	-	(920)	-	-	14,200
Total Revenues	920	-	920	#DIV/0!	-	(920)	-	-	14,200
Operating Expenses									
Wait Staff	-	-	-	#DIV/0!	-	-	-	-	-
Food Operations	-	-	-	#DIV/0!	-	-	-	-	-
Beverage Operations	-	-	-	#DIV/0!	-	-	-	-	-
General Operations	-	-	-	#DIV/0!	-	-	12,271	6,156	4,924
Administration	78,598	79,018	(420)	-0.53%	79,018	420	59,910	67,996	75,370
Marketing	36,010	65,000	(28,990)	-44.60%	65,000	28,990	43,553	65,368	41,749
Contingency	-	-	-	#DIV/0!	-	-	-	-	-
Total Operating Expenses	114,608	144,018	(29,410)	-20.42%	144,018	29,410	115,734	139,520	122,043
Surplus / Deficit	(113,688)	(144,018)	30,330	-21.06%	(144,018)		(115,734)	(139,520)	(107,843)
Capital Outlay/ Major R&R	40,586	20,000	20,586	102.93%	20,000	(20,586)	82,595	15,525	8,705
Surplus / Deficit	(154,274)	(164,018)	9,744	-5.94%	(164,018)		(198,329)	(155,045)	(116,548)
Other Sources and Uses									
Damage Receipts	-	-	-	#DIV/0!	-	-	-	-	-
Insurance Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	154,274	164,018	(9,744)	-5.94%	164,018	9,744	198,329	155,045	116,548
Overhead Allocation Transfer	-	-	-	#DIV/0!	-	-	-	-	-
Total Other Sources and Uses	154,274	164,018	(9,744)	74.00%	164,018	9,744	198,329	155,045	116,548
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -

Expenses include HOA dues, equipment, and marketing.

**Town of Mountain Village
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	2014				Annual Budget	Budget Balance	2013	2012	2011
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
Affordable Housing Development Fund									
Revenues									
Contributions	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Rental Income	12,155	12,228	73	0.60%	12,228	-	21,635	22,028	13,842
Sales Proceeds	-	-	-	#DIV/0!	-	-	(47,628)	-	-
Total Revenues	12,155	12,228	73	0.60%	12,228	-	(25,993)	22,028	13,842
Operating Expenses									
Coyote Court	-	5,000	(5,000)	-100.00%	5,000	5,000	4,274	8,245	183,360
RHA Funding - Moved in 2014 from the GF	69,280	69,280	-	0.00%	69,280	-	-	-	596,754
Timberview	-	-	-	#DIV/0!	-	-	-	-	1,080,756
Sunshine Valley	-	-	-	#DIV/0!	-	-	13,558	7,343	9,587
Foreclosure Properties	942	7,181	(6,239)	-86.88%	7,181	6,239	8,856	11,664	9,720
Density bank	8,963	8,963	0	0.00%	8,963	(0)	-	-	-
Fairway Four	8,856	8,856	-	0.00%	8,856	-	-	-	-
Total Operating Expenses	88,041	99,280	(11,239)	-11.32%	99,280	11,239	26,688	27,252	1,880,177
Surplus / Deficit	(75,886)	(87,052)	(11,166)	12.83%	(87,052)	(11,239)	(52,681)	(5,224)	(1,866,335)
Other Sources and Uses									
Transfer (To) From MAP	-	(24,428)	(24,428)	100.00%	(24,428)	-	(14,000)	-	-
Transfer (To) From General Fund - Sales Tax	348,409	330,000	(18,409)	-5.58%	330,000	(18,409)	327,349	277,387	268,308
Transfer (To) From Capital Projects Fund (1)	(22,191)	(61,570)	(39,379)	63.96%	(61,570)	(39,379)	-	-	-
Transfer (To) From VCA (2)	(33,319)	(111,854)	(78,535)	70.21%	(111,854)	-	(13,663)	(137,681)	(102,493)
Total Other Sources and Uses	292,898	132,148	(160,750)	-121.64%	132,148	(57,788)	299,686	139,706	165,815
Surplus / Deficit	\$ 217,012	\$ 45,096	\$ 149,585	331.70%	\$ 45,096	\$ (69,026)	\$ 247,005	\$ 134,482	\$ (1,700,520)
Beginning Fund Equity Balance	\$ 763,727	\$ 763,727	\$ -						
Ending Equity Fund Balance	\$ 980,739	\$ 808,823	\$ 171,916						

1. For Meadows Improvement Plan
2. To help fund the community garden and basketball court in 2014.

Expenses consist of HOA dues on town owned property and the Regional Housing Authority's 2014 funding.

**Town of Mountain Village
Monthly Revenue and Expenditure Report
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	2014						2013	2012	2011
	Actual YTD	Budget YTD	Budget Vary (\$)	Budget Var (%)	Annual Budget	Budget Balance	Actual	Actual	Actual
Village Court Apartments									
Operating Revenues									
Rental Income	\$ 1,941,605	\$ 1,943,231	\$ (1,626)	0%	\$ 1,943,231	\$ 1,626	\$ 1,766,985	\$ 1,677,183	\$ 1,708,924
Other Operating Income	382,641	369,627	13,014	4%	369,627	(13,014)	362,903	330,175	287,342
Less: Allowance for Bad Debt	(12,918)	(12,918)	-	0%	(12,918)	-	(806)	(7,587)	(2,491)
Total Operating Revenue	2,311,328	2,299,940	11,388	0%	2,299,940	(11,388)	2,129,082	1,999,771	1,993,775
Operating Expenses									
Office Operations	173,307	178,753	5,447	3%	178,753	5,447	180,891	172,632	168,550
General and Administrative	109,656	119,275	9,619	8%	119,275	9,619	118,131	107,089	111,888
Utilities	362,007	408,531	46,524	11%	408,531	46,524	387,210	361,856	398,705
Repair and Maintenance	347,216	371,985	24,769	7%	371,985	24,769	362,517	354,371	303,101
Major Repairs and Replacement	206,805	234,471	27,666	12%	234,471	27,666	283,011	120,508	185,112
Contingency	-	12,509	12,509	0%	12,509	12,509	-	-	-
Total Operating Expenses	1,198,991	1,325,524	126,533	10%	1,325,524	126,533	1,331,760	1,116,455	1,167,355
Surplus / (Deficit) After Operations	1,112,337	974,416	137,921	14%	974,416		797,322	883,316	826,420
Non-Operating (Income) / Expense									
Investment Earning	(179)	(1,500)	(1,321)	-88%	(1,500)	(1,321)	(470)	(929)	(905)
Debt Service, Interest	249,743	248,558	(1,185)	0%	248,558	(1,185)	266,902	272,229	293,179
Debt Service, Fees	593,657	587,633	(6,024)	-1%	587,633	(6,024)	212,244	214,519	218,478
Debt Service, Principal	185,801	185,877	76	0%	185,877	76	224,004	210,833	201,795
Total Non-Operating (Income) / Expense	1,029,022	1,020,568	(8,454)	-1%	1,020,568	(8,454)	702,680	696,652	712,546
Surplus / (Deficit) Before Capital	83,316	(46,152)	129,468	-281%	(46,152)		94,642	186,664	113,873
Capital Spending	-	-	-	#DIV/0!	-	-	-	383,342	1,021,836
Surplus / (Deficit)	83,316	(46,152)	129,468	-281%	(46,152)		94,642	(196,678)	(907,962)
Other Sources / (Uses)									
Transfer (To)/From General Fund	(116,635)	(116,385)	(250)	0%	(116,385)	(116,385)	(108,306)	(101,252)	-
New Loan Proceeds	-	50,683			50,683				
Sale of Assets	-	-	-	0%	-	-	-	-	(13,710)
Grant Revenues	-	-	-	0%	-	(33,319)	-	147,708	732,292
Transfer From AHDF	33,319	111,854	(78,535)	0%	111,854	195,170	13,663	137,681	102,493
Total Other Sources / (Uses)	(83,316)	46,152	(78,785)	0%	46,152	161,851	(94,643)	184,138	821,074
Surplus / (Deficit)	-	-	-	#DIV/0!	-		-	(12,540)	(86,888)
Beginning Working Capital	-	-	-	#DIV/0!	-				
Ending Working Capital	\$ -	\$ -	\$ -	#DIV/0!	\$ -				

Rent revenues are at budget after 2014 revisions have been made, they are over prior year 10%. Other revenues are over budget 4% and over prior year 5% due mainly to other miscellaneous revenues which includes a SMPA rebate for LED lighting and utility billings. Office operations are under budget 3%. Group insurance and housing allowance are under budget. General and administrative is under budget due to property insurance and tenant damages. Savings in utilities (11%) is mainly in electricity. Maintenance is over in fire system repairs but under in contract labor. MR&R is under budget mainly in cabinet replacement and parking lot expense. Expenses include LED lighting replacement, cabinet replacement, appliances, and some carpet replacement. Operating expenditures of \$1.2 million budget were \$126,533 under budget.

**Town of Mountain Village
Monthly Revenue and Expenditure Report
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	2014						2013	2012	2011
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Debt Service Fund									
Revenues									
Abatements	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ 32,068
Contributions	204,425	203,740	685	0.34%	203,740	(685)	203,425	207,425	228,217
Miscellaneous Revenue	-	-	-	#DIV/0!	-	-	-	235	-
Property Taxes	3,536,181	3,537,991	(1,810)	-0.05%	3,537,991	1,810	3,426,649	3,431,494	3,232,592
Reserve/Capital/Liquidity Interest	10,582	5,910	4,672	79.05%	5,910	(4,672)	9,655	11,898	11,951
Specific Ownership Taxes	142,584	79,070	63,514	80.33%	79,070	(63,514)	115,031	96,511	83,208
Total Revenues	3,893,773	3,826,711	67,062	140.00%	3,826,711	(67,062)	3,754,760	3,747,563	3,588,036
Debt Service									
2001/2011 Bonds - Gondola - Paid by contributions from TMVOA and TSG									
2001/2011 Bond Issue - Interest	99,425	99,425	-	94.69%	99,425	-	103,425	107,425	103,216
2001/2011 Bond Issue - Principal	105,000	105,000	-	#DIV/0!	105,000	-	100,000	100,000	125,000
2002 Bonds - Water/Sewer/Parking (refunding 1992) - 77.5% Water/Sewer - 22.5% Parking									
2002 Bond Issue - Interest	63,125	-	63,125	#DIV/0!	-	(63,125)	-	3,610	34,875
2002 Bond Issue - Principal	-	-	-	#DIV/0!	-	-	-	95,000	845,000
2005 Bonds - Telluride Conference Center - (refunding portion of 1998)									
2005 Bond Issue - Interest	63,125	126,250	(63,125)	21.58%	126,250	63,125	152,050	173,850	194,450
2005 Bond Issue - Principal	585,000	585,000	-	#DIV/0!	585,000	-	645,000	545,000	515,000
2014 Bonds - Heritage Parking									
2014 Bond Issue - Interest	373,388	373,388	-	169.72%	373,388	-	381,788	389,988	397,788
2014 Bond Issue - Principal	220,000	220,000	-	#DIV/0!	220,000	-	210,000	205,000	195,000
2007 Bonds - Water/Sewer (refunding 1997)									
2007 Bond Issue - Interest	300,863	300,863	-	20.12%	300,863	-	346,988	391,425	399,425
2007 Bond Issue - Principal	1,495,000	1,495,000	-	#DIV/0!	1,495,000	-	1,230,000	1,185,000	200,000
2009 Bonds - Telluride Conference Center (refunding 1998 bonds)									
2009 Bond Issue - Interest	41,300	41,300	-	14.75%	41,300	-	49,050	55,800	61,000
2009 Bond Issue - Principal	280,000	280,000	-	7.72%	280,000	-	310,000	270,000	260,000
Total Debt Service	3,626,226	3,626,226	-	0.00%	3,626,226	-	3,528,301	3,522,098	3,330,754
Surplus / (Deficit)	267,547	200,485	67,062	33.45%	200,485		226,459	225,465	257,282
Operating Expenses									
Administrative Fees	6,925	17,000	(10,075)	-59.26%	17,000	10,075	1,750	11,530	14,341
County Treasurer Collection Fees	106,291	104,017	2,274	2.19%	104,017	(2,274)	103,030	103,382	98,502
Total Operating Expenses	113,216	121,017	(7,801)	-6.45%	121,017	7,801	104,780	114,912	112,843
Surplus / (Deficit)	154,331	79,468	74,863	94.20%	79,468		121,679	110,553	144,439

**Town of Mountain Village
 Monthly Revenue and Expenditure Report
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	2014						2013	2012	2011
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Debt Service Fund									
Other Sources and Uses									
Transfer (To) From General Fund	(142,584)	(79,070)	(63,514)	80.33%	(79,070)	63,514	(115,031)	(96,511)	(83,208)
Transfer (To) From Other Funds	500,000	499,400	-	0.00%	499,400	(600)	(295,000)	(37,500)	-
Bond Premiums	(70,588)	-	-	#DIV/0!	-	70,588	-	-	-
Proceeds From Bond Issuance	(500,000)	(500,000)	-	0.00%	(500,000)	-	-	-	-
Total Other Sources and Uses	(213,173)	(79,670)	(63,514)	79.72%	(79,670)	133,503	(410,031)	(134,011)	(83,208)
Surplus / (Deficit)	\$ (58,842)	\$ (202)	\$ 11,348	-5617.99%	\$ (202)		\$ (288,352)	\$ (23,458)	\$ 61,231
Beginning Fund Balance	\$ 734,652	\$ 737,976	\$ (3,324)						
Ending Fund Balance	\$ 675,810	\$ 737,774	\$ (61,964)						

2014 Financial Planning Management Summary* - Qtr 4

* This summary is a combined town revenue and expenditure summary not prepared in accordance with governmental budgeting and accounting standards, but rather to provide a summary look at the actual revenue and expenditures with debt service allocated to the appropriate fund or operation.

	Governmental Funds				Enterprise (Business-Type) Funds							Governmental Pass Through Funds				Grand Total
	General Fund 2014	Vehicle Acquisition 2014	Debt Service Fund 2014	Capital Projects 2014	Parking Services 2014	Water/Sewer 2014	Cable 2014	TCC 2014	VCA 2014	Non-major Funds Child Development/Housing Authority 2014	Total	Percentage of Total	Tourism 2014	Historical Museum 2014	Gondola 2014	
Inflows																
Revenues	\$ 8,251,187	\$ 224,000	\$ 142,584	\$ 123,418	\$ 394,190	\$ 2,361,867	\$ 1,625,486	\$ 920	\$ 2,324,246	\$ 484,037	\$ 15,931,935		\$ 1,801,112	\$ 88,343	\$ 3,797,202	\$ 21,618,592
Debt Service Income																
Property Tax (Income)	-	-	-	-	1,591,281	1,237,663	-	707,236	-	-	3,536,181		-	-	-	3,536,181
Other Income	-	-	-	-	4,762	3,704	-	2,116	179	-	10,761		-	-	204,425	215,186
Total Debt Service Income	-	-	-	-	1,596,043	1,241,367	-	709,353	179	-	3,546,942		-	-	204,425	3,751,367
Inflow Subtotal (Revenues)	8,251,187	224,000	142,584	123,418	1,990,233	3,603,234	1,625,486	710,273	2,324,425	484,037	19,478,877		1,801,112	88,343	4,001,627	25,369,959
Other Sources and Uses (Inflows)																
Interfund Transfers In	710,139	185,994	500,000	54,221	-	-	-	154,274	33,319	435,346	2,073,293		-	-	-	2,073,293
Tap Fees	-	-	-	-	-	37,761	-	-	-	-	37,761		-	-	-	37,761
Sale of Assets	10,568	-	-	-	-	-	-	-	-	-	10,568		-	-	-	10,568
Other Sources and Uses (Inflows) Total	720,707	185,994	500,000	54,221	-	37,761	-	154,274	33,319	435,346	2,121,622		-	-	-	2,121,622
Total Inflows	8,971,894	409,994	642,584	177,639	1,990,233	3,640,995	1,625,486	864,547	2,357,744	919,383	21,600,499		1,801,112	88,343	4,001,627	27,491,581
Outflows																
Operating Expense																
Cable, Phone, and Internet Service Delivery Costs	-	-	-	-	-	-	726,935	-	-	-	726,935	6.13%	-	-	-	726,935
Consulting, Professional Services, & Comp Plan	128,934	-	-	-	-	-	2,199	-	14,483	1,125	146,741	1.24%	-	-	59,717	206,458
Dues, Fees, and Licenses	43,667	3,360	-	-	-	1,960	661	78,598	40,166	18,282	186,694	1.58%	-	1,770	11,536	200,000
Environmental Projects	41,090	-	-	-	-	-	-	-	70,819	-	111,909	0.94%	-	-	-	111,909
Equipment and Vehicle Maintenance	122,746	-	-	-	-	38,519	39,611	-	7,829	-	208,705	1.76%	-	-	8,366	217,071
Fuel (Vehicles)	156,231	-	-	-	566	10,834	3,908	-	4,541	-	176,080	1.49%	-	-	6,182	182,262
Funding Support to Other Agencies	79,795	-	-	-	-	-	25,750	-	-	-	93,076	1.68%	898,081	86,573	-	1,183,275
Government Buildings and Facility Expense	102,651	-	-	-	106,802	2,211	2,347	-	178,643	36,972	429,626	3.62%	-	-	50,031	479,657
Information Technology	157,025	-	-	-	2,502	-	30,401	-	3,063	-	192,991	1.63%	-	-	3,840	196,831
Legal Services	417,770	-	-	-	-	8,750	-	-	-	-	426,520	3.60%	-	-	3,203	429,723
Marketing, Public Communications, and Regional Promotion	102,523	-	-	-	-	-	717	36,010	1,680	-	140,930	1.19%	849,906	-	-	990,836
Other Expenses	505,529	-	-	-	13,451	-	-	-	52,967	9,781	581,728	4.91%	-	-	80,598	662,327
Personnel Expense	4,261,660	-	-	-	122,316	474,620	330,205	-	393,534	453,817	6,036,152	50.92%	-	-	2,534,354	8,570,507
Property Insurance	105,108	-	-	-	-	12,644	8,242	-	68,803	-	194,797	1.64%	-	-	41,421	236,218
Road, Bridge, and Parking Lot Paving, Striping, and Repair	302,721	-	-	-	16,411	-	-	-	-	-	319,132	2.69%	-	-	-	319,132
Supplies, Parts and Materials	122,283	-	-	-	16,746	38,878	37,663	-	4,478	16,542	236,590	2.00%	-	-	190,484	427,074
Travel, Education, and Conferences	33,930	-	-	-	-	2,443	4,135	-	901	-	41,409	0.35%	-	-	7,924	49,333
Utilities-W/S, Electric, Natural Gas, Internet, Phone Services	365,667	-	-	-	20,866	280,169	24,113	-	370,001	11,693	1,072,509	9.05%	-	-	350,965	1,423,474
Water/Sewer Service Delivery	-	-	-	-	-	425,070	-	-	-	-	425,070	3.59%	-	-	-	425,070
Total Expense	7,049,330	3,360	-	-	299,660	1,296,098	1,236,887	114,608	1,211,908	641,288	11,853,139	100.00%	1,747,987	88,343	3,348,621	17,038,091
Capital	289,682	367,072	-	145,609	29,232	330,931	42,096	40,586	-	-	1,245,209		-	-	404,457	1,649,666
Debt Service Expense																
Principal/Interest	-	-	-	-	607,591	1,844,785	-	969,425	435,544	-	3,857,345		-	-	204,425	4,061,770
Other Admin Fees	-	-	-	-	50,947	39,626	-	22,643	593,657	-	706,873		-	-	-	706,873
Total Debt Service Costs	-	-	-	-	658,538	1,884,411	-	992,068	1,029,201	-	4,564,218		-	-	204,425	4,768,643
Outflows (Expenses) Subtotal	7,339,012	370,432	-	145,609	987,430	3,511,440	1,278,983	1,147,262	2,241,109	641,288	17,662,566		1,747,987	88,343	3,957,503	23,456,400
Other Sources and Uses (Outflows)																
Interfund Transfers Out	1,133,030	-	142,584	-	65,298	134,455	296,503	-	116,635	87,540	1,976,045		53,125	-	44,124	2,073,294
Water/Sewer Water and Tap Fee Credits	-	-	-	-	-	116,762	-	-	-	-	116,762		-	-	-	116,762
Other Sources and Uses Total (Outflows)	1,133,030	-	142,584	-	65,298	251,217	296,503	-	116,635	87,540	2,092,807		53,125	-	44,124	2,190,056
Total Outflows	8,472,042	370,432	142,584	145,609	1,052,728	3,762,657	1,575,486	1,147,262	2,357,744	728,828	19,755,373		1,801,112	88,343	4,001,627	25,646,456
Net Budget Surplus (Deficit)	499,852	39,562	500,000	32,030	937,505	(121,662)	50,000	(282,716)	-	190,555	1,845,127		-	-	-	1,845,126
Total Beginning Fund Balance - Governmental Funds Only	6,637,196	20,346	734,652	-	-	-	-	-	-	-	7,392,193		-	-	-	7,392,193
Total Ending Fund Balance - Governmental Funds Only	\$ 7,137,048	\$ 59,907	\$ 1,234,652	\$ 32,030	-	-	-	-	-	-	\$ 8,463,637		\$ -	\$ -	\$ -	\$ 8,463,637
Outstanding Debt (end of year)	\$ -	\$ -	\$ -	\$ -	\$ 8,290,000	\$ 6,380,000	\$ -	\$ 3,700,000	\$ 13,492,350	\$ -	\$ 31,862,350		\$ -	\$ -	\$ 2,700,000	\$ 34,562,350

Memo

To: Mayor Jansen and Town Council
From: James Mahoney
Date: February 12, 2015
Re: Boulder's Zoning Violations - Update

A request was made to update Town Council on where our office and Town staff is regarding the Boulder's and potential zoning violations related to potential illegal accessory apartments.

I will give you some background into where we started and where we are at. Late in 2012 the Town was approached by a resident in the Boulder's alleging that there were illegal accessory apartments in multiple homes within the Boulder's subdivision. The Town looked into the matter and concluded that it was likely that such accessory apartments existed. However, the Town staff wanted to make sure that this was an issue that the Town Council wanted pursued, rather than jump into enforcement. Therefore, Town staff conducted a work session with Town Council on proposed code changes that would allow for the existence and regulation of accessory apartments. Town Council directed staff to investigate further and enforce if necessary rather than change codes to allow for accessory apartments. This process took into 2013 to get such direction.

In the spring/summer of 2013 the Town investigated by speaking with the complaining party to get a feel for what units in the Boulder's may have accessory apartments. After this investigation it was determined that while these units may exist, there would likely be insufficient grounds for a search warrant, thus, the Town asked for voluntary inspections of properties. These voluntary inspections were granted by the property owners, although it took some time to coordinate and complete.

After concluding these inspection and evaluating them in light of Town records and approvals, in the spring of 2014, Town staff made the determination that there were several types of accessory apartments within the Boulders. All had full to semi full

kitchens, but the differences were in the access and lock off capability. Some were basement areas that were commingled with the remainder of the houses and some were fully locked off and accessible through completely separate entrances. The former was determined to be a legal non-conforming use that could remain in place so long as no lock off facilities or separate entrances was ever added. These were deemed to be "Mother in Law Units". The later were deemed to be illegal accessory apartments that could no longer be rented (Separate Access Unit). Letters to owners of Mother in Law Units and Separate Access Unit owners was sent in May of 2014. The letter to Separate Access Unit owners demanded that such units cease being rented.

Several months later, the Town was approached by Mr. Daniel Zemke as the attorney for the owners of the Separate Access Unit owners saying they would like to discuss the determination. We discussed the determination and ways to resolve the matter without going to court and have been in those discussions for the past 4-6 months. We currently have a potential settlement which would require the owners of the Separate Access Units to make physical changes to their units to essentially change the layout so that they are in line with the Mother in Law units. We are working through the details of what those changes are, so it would be inappropriate to comment as to what those are going to be as it is an ongoing settlement discussion at this point in time.

It is also important to note that while our office and Town staff has determined that there are improper accessory apartments, until a court of competent jurisdiction makes that determination it is not a conclusive determination and there are many factors beyond the Town's position that would play into a court case of such nature making any outcome uncertain.

With that said, I would like to either get a settlement wrapped up by the end of April so as to allow for construction during the ideal summer construction season or proceed with preparing for a court case at that time.



TOWN OF MOUNTAIN VILLAGE
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February 19, 2015

AGENDA ITEM #19a

Mr. Eric Heyboer
Pollution Prevention Advisory Board
Colorado Department of Public Health & Environment
4300 Cherry Creek Drive South
Denver, CO 80246-1530

RE: EcoAction Partners' RREO 2015 Grant application

Dear Mr. Heyboer:

The Town of Mountain Village would like to submit this letter of support for EcoAction Partners' RREO grant application. We have worked with EcoAction Partners since its inception in 2007 and are a major funder of the organization. As a government and as an interconnected, interdependent region, we recognized the value in having one organization that could address regional issues of sustainability.

In response to a grant received in 2009 from the Colorado Governor's Energy Office, EcoAction Partners brought together representatives from the regional governments, the local power utilities and interested citizens to form what is now called the Sneffels Energy Board. As part of that grant, a regional Sustainability Action Plan was completed. The establishment of a regional composting program was near the top of the desired outcomes in the plan.

The Sneffels Regional Composting project has many layers of benefits to our region. It creates some much needed employment, and addresses several challenges that we face. It is difficult for small rural governments to fund a regional facility, yet we fully embrace the environmental benefits of reduced transport of materials, reduced landfill methane production and increased use of compost as a soil amendment - made locally, of local materials and purchased and used in large part by locals. It is a winning combination for our region. We are very pleased that the grant opportunity has expanded to promote just this sort of hub and spoke regional facility.

We fully support the grant application and truly hope it is awarded as the project would be a major benefit to our rural/resort region.

Sincerely,

Dan Jansen, Mayor