

**TOWN OF MOUNTAIN VILLAGE  
TOWN COUNCIL REGULAR MEETING  
THURSDAY, MAY 19, 2016, 8:30 AM  
2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL  
455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO  
AGENDA **REVISED****

	Time	Min	Presenter	Type	
1.	8:30				Call to Order
2.	8:30	60	Reed Mahoney	Legal	Executive Session for the Purpose of Receiving Legal Advice Pursuant to C.R.S. 24-6-402(b), and for the Purpose of Negotiations Pursuant to C.R.S. 24-6-402(4)e
3.	9:30	5			Public Comment on Non-Agenda Items
4.	9:35	5	Johnston	Action	Consideration of a Proclamation Declaring May "Sexual Assault Awareness Month" – with San Miguel Resource Center
5.	9:40	5	Johnston	Action	Consideration of Approval of Minutes of the April 21, 2016 Regular Meeting
6.	9:45	5	Johnston	Action	Liquor Licensing Authority: <ul style="list-style-type: none"> <li>a. Consideration of an Application by NVHG Hotel Madeline Operator, LLC dba Madeline Hotel Residences Telluride for a Modification of Premises and Addition of a Related Facility for Hotel Madeline Pool Area</li> <li>b. Consideration of an Application by Telluride Mountain Village Owners Association in Conjunction with Telluride Wine Festival for Special Event Liquor Permits Between June 23-25, 2016 at The Ridge Club for Seminars</li> </ul>
7.	9:50	15	Martelon Skinner	Informational	Marketing Telluride Inc. (MTI) and Colorado Flights Alliance (CFA) Bi-annual Report
8.	10:05	20	Zangara J. Kolar	Work Session	Discussion on Mountain Village Wayfinding/Enhanced Signage Project Scope of Work
9.	10:25	15	Jacobson	Action	Consideration of a Funding Request for the 2016 Ideas Festival
10.	10:40	30	Reed Mahoney	Action	Consideration of a Term Sheet Between the Town and Adams Ranch MV, LLC Regarding Matters Related to Lot 640A
11.	11:10	15	Mahoney Montgomery	Action	Consideration of a Long Term Funding Agreement for Gondola Plaza Between the Town, Telluride Mountain Village Owners Association (TMVOA) and Telluride Ski and Golf (TSG)
12.	11:25	10	Mahoney Montgomery	Action Legislative	Second Reading, Public Hearing and Council Vote on an Ordinance Approving a Franchise Agreement Between the Town and New Path Networks, LLC for Installation of a Dispersed Antenna System on Town Property
13.	11:35	15	Mahoney Diaz	Action	Town of Mountain Village Housing Authority: <ul style="list-style-type: none"> <li>a. Consideration of Consenting to a Dispersed Antenna being Placed on Village Court Apartments Property Pursuant to the Franchise Agreement Between the Town and New Path Networks, LLC</li> <li>b. Consideration of a Request from William and Laura Powers, Owners of Cassidy Ridge C202, for Permission to Not Sell Their Unit by Lottery and Permit Them to Rent it</li> </ul>
14.	11:50	10	Diaz	Informational	San Miguel Regional Housing Authority Annual Report
15.	12:00	30			<b>Lunch</b>
16.	12:30	5	Bangert	Action	Consideration of a Resolution Approving a Revocable Encroachment Agreement for Landscaping in the San Joaquin Road Right of Way Adjacent to Lot 154

17.	12:35	15	Van Nimwegen	Action <b>Quasi-Judicial</b>	Consideration of a Resolution Approving a Minor Subdivision to Adjust the Lot Line Between Lots 376RA and 387R
18.	12:50	45	Van Nimwegen	Work Session	Staff Report and Public Input on Limitations on Subdivision of Single-Family Lots
19.	1:35	15	Van Nimwegen	Work Session	Discussion on a PUD Amendment and Density Transfer to Convert First Floor Commercial Space (Restaurant) to Residential at See Forever Village, 117 Sunny Ridge Place
20.	1:50	15	Loebe Montgomery	Action	Reconsideration of Summer Parking Rates for Gondola Parking Garage
21.	2:05	5	Mahoney	Action	Consideration of Ratification of a Letter to Governor Hickenlooper Requesting He Veto House Bills 16-1309 and 16-1311
22.	2:10	15	Swain Vergari	Presentation Action	Finance: a. Presentation of the April 30, 2016 Business & Government Activity Report (BAGAR) b. Consideration of the March 31, 2016 Financials
23.	2:25	10	Cusack	Informational	2016 Gay Ski Week Report
24.	2:35	20	Kjome	Work Session	Discussion on Potential Back-up Generators for Town Facilities
25.	2:55	20	Jett	Work Session	Discussion on how Special Events Might be Developed and/or Managed by the Town
26.	3:15	15	Council Members	Informational	Council Boards and Commissions Updates: a. Eco Action Partners -Sherry b. Telluride Historical Museum-Sherry c. San Miguel Watershed Coalition – Jett d. Colorado Flights Alliance – Jansen e. Transportation & Parking – MacIntire/Benitez f. Budget & Finance Committee – McKinley/Caton g. Gondola Committee – McKinley/Caton h. Mayor's Update – Jansen
27.	3:30	15	Loebe Kjome Montgomery	Informational	Staff Reports: a. Transit & Recreation b. Public Works c. Town Manager
28.	3:45	5	Kennefick	Informational	Other Business a. Notify Council of Ethics Commission Term Expiring July 2016 – Andrew Karow
29.	3:50				Adjourn

Please note that times are approximate and subject to change.

05/10/2016

jk

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

**Town of Mountain Village  
Proclamation**

A Proclamation Declaring May 2016 as **Sexual Assault Awareness Month**

WHEREAS, sexual assault affects everyone - men, women, children, families, and communities of all racial, cultural, and economic backgrounds; and

WHEREAS, young people experience heightened rates of sexual violence one in four girls and one in six boys will be sexually assaulted before they are old enough to vote;  
and

WHEREAS, prevention is possible when everyone gets involved. It is critical to intensify public awareness of sexual assault. We must work together to educate our community about sexual violence prevention: promoting consent, supporting survivors, and speaking out against harmful attitudes and actions.

NOW THEREFORE, we, the Mountain Village Town Council, do hereby proclaim the month of May 2016 as  
**Sexual Assault Awareness Month**

In the town of Mountain Village. We **recognize** that sexual assault victim/survivors in Mountain Village deserve the availability of quality services in our community; we **support** survivors, their families and friends; and we **honor** the dedicated individuals who provide Mountain Village residents with crisis intervention, prevention education, and survivor advocacy. We commend this observance to all citizens.

Dated this 19th day of May, 2016

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Dan Jansen, Mayor Jackie Kennefick, Town Clerk



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

**TOWN OF MOUNTAIN VILLAGE  
MINUTES OF THE APRIL 21, 2016  
REGULAR TOWN COUNCIL MEETING**

**AGENDA ITEM # 5**

The meeting of the Town Council was called to order by Mayor Dan Jansen at 8:34 a.m. on Thursday, April 21, 2016 in the Mountain Village Town Hall, 455 Mountain Village Town Hall Boulevard, Mountain Village, Colorado.

**Attendance:**

**The following Town Council members were present and acting:**

Dan Jansen, Mayor  
Marty McKinley, Mayor Pro-Tem  
Laila Benitez  
Cath Jett  
Dan Caton  
Michelle Sherry

**The following Town Council members were absent:**

Bruce MacIntire

Also in attendance were:

Kim Montgomery, Town Manager  
Jackie Kennefick, Director of Administration/Town Clerk  
Susan Johnston, Deputy Town Clerk  
Christina Meilander, Administrative Services Coordinator  
David Reed, Town Attorney (via conference call for Executive Session)  
Jim Mahoney, Assistant Town Attorney  
Sarah Abbot, Associate Attorney with Town Attorney's Office  
Nichole Zangara, Director of Marketing & Business Development  
Kevin Swain, Finance Director  
Julie Vergari, Chief Accountant  
Chris Broady, Police Chief  
Glen Van Nimwegen, Dir. of Planning & Development Services  
Dave Bangert, Forester/Planner  
Colleen Henderson, Planner II  
Deanna Drew, Director of Plazas & Environmental Services  
Jim Loebe, Director of Transit & Recreation  
Steven Lehane, Director of Cable & Broadband Services  
Mark Chmura  
Jason Sears  
Banks Brown

Shirley Diaz  
Paul Major  
Shah Hakim  
Heather Knox  
Dennis Lankes  
Kim Wheels  
Josh Freed  
Bill Frownfelter  
Tom Kennedy  
Travis Scheidegger  
David Heaney  
Jack Gilbride  
Trevor La Borde  
Tristan Rubadeau  
Robert Stenhammer  
Danielle Rodriguez  
Anton Benitez  
Tanya Friese  
Paul Hora

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

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

Council returned to regular session at 9:46 a.m.

**Public Comment for Non-Agenda Items (3)**

There was no public comment.

**Consideration of Approval of Meeting Minutes of the March 16, 2016 Regular Meeting (4)**

On a **MOTION** by Dan Caton and seconded by Michelle Sherry, Council voted unanimously to approve the March 16, 2016 Town Council meeting minutes with a modification to agenda item # 15 regarding the Gondola discussion stating that “The economic impact study will engage the Town of Mountain Village, TMVOA, Town of Telluride, San Miguel County, and TSG as full partners.”

**Liquor Licensing Authority (5)**

**Consideration of an Application by NVHG Hotel Madeline Operator, LLC dba Madeline Hotel and Residences Telluride for a Temporary Modification of Premises on a H&R Resort Complex Liquor License for the Addition of the Ice Rink from May 1- November 15, 2016**

Deputy Town Clerk Susan Johnston presented the application. On a **MOTION** by Laila Benitez and seconded by Michelle Sherry, Council voted unanimously to approve an application by NVHG Hotel Madeline Operator, LLC DBA Madeline Hotel and Residences Telluride for a Temporary Modification of Premises on a H&R Resort Complex liquor license for the addition of the ice rink from May 1-November 15, 2016 as presented.

On a **MOTION** by Laila Benitez and seconded by Dan Caton, Council voted unanimously to convene as the Town of Mountain Village Housing Authority Board.

**Town of Mountain Village Housing Authority: (6)**

**Consideration of a Request From Andrew and Amy Tokarz to Occupy Spring Creek Unit 14 After Purchase by Exception to the Town of Mountain Village Employee Housing Restriction Ordinance No. 1997-05 Section D, Definitions 4. Employee**

San Miguel Regional Housing Authority Executive Director Shirley Diaz presented the above item stating that Mrs. Tokarz is a teacher and is looking for local employment, however; she does not yet have a position with the Telluride School District. She added that Mr. Tokarz works out of a home office and his business is their primary source of income. Public comment was received by Trevor Laborde. The request before Council is to qualify Mr. Tokarz’s employment status. Council discussion ensued. On a **MOTION** by Cath Jett and seconded by Marty McKinley, Council voted unanimously to approve a request to occupy Spring Creek Unit 14 after purchase by exception to the Town of Mountain Village Employee Housing Restriction Ordinance No 1997-05 Section D, Definitions 4. Employee.

On a **MOTION** by Cath Jett and seconded by Laila Benitez, Council voted unanimously to reconvene as the Mountain Village Town Council.

**Discussion on Mountain Village Wayfinding/Enhanced Signage Project Scope of Work (7)**

Director of Marketing and Business Development Nichole Zangara presented the above item stating that Esse Design Principal Julie Kolar will not be able to present today due to a family emergency. Ms. Zangara asked to continue the discussion to the May meeting. On a **MOTION** by Cath Jett and seconded by Michelle Sherry, Council voted unanimously to continue the discussion of Mountain Village wayfinding/enhanced signage project to the May 19, 2016 meeting.

**First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Approving a Franchise Agreement Between the Town and New Path Networks, LLC for Installation of a Dispersed Antenna System on Town Property (8)**

Assistant Town Attorney Jim Mahoney presented the above Ordinance granting Crown Castle a franchise agreement and allowing them to use the road right of ways and have access to Town owned properties, to install a dispersed antenna system. The installation of a fiber network and antennas would occur once Crown Castle has signed up two wireless carriers. After a waiting period of three years, the Town can impose a franchise fee up to 5% on revenue earned from the system. The Town would also be able to utilize the fiber installed by Crown Castle to supplement the Town’s own fiber network. The antenna structures would have to be approved by the Design Review Board and then by Council. Council discussion ensued. Public comment was received by Crown Castle Director of Sales Mark Chmura, Installation expert Jason Sears, Permitting expert Tanya Friese, and Technical expert Shah Hakim. The equipment will be maintained by

Crown Castle and kept up to date with technology upgrades at no charge to the Town. AT&T has had significant coverage issues in this area and Crown Castle stated that they are considering adding them to the system. Crown Castle will contact other wireless carriers to determine which companies will provide service to the area. Council discussion ensued regarding the need for back up battery power. Mr. Chmura stated that each node location has a back-up system in place that will last 2-4 hours and this can be upgraded. TSG will finalize a lease for a macro tower on the Ridge and will work with the Town on placement. On a **MOTION** by Cath Jett and seconded by Dan Caton, Council voted 6-0 to pass on first reading an Ordinance approving a Franchise Agreement between the Town and New Path Networks, LLC for installation of a Dispersed Antenna System on Town property and set a public hearing, second reading and Council vote for May 19, 2016.

### Moved to Agenda Item #19

#### 2015 Town of Mountain Village Energy Use and Greenhouse Gas Report (9)

Director of Plazas and Environmental Services Deanna Drew presented the report. She stated that based on the comparison of 2010 energy usage, the Town's energy usage is below 2010 baseline levels by approximately 15%. This reflects the government use of energy (electricity, gas & fuel). Over-all the Town was down 7% from the baseline levels. Departments have been doing a great job on conservation efforts. In 2014 the Town reached 22% of a 20% goal in reductions. Electricity has the greatest impact to the environment in greenhouse gas emissions as well as cost. Public comment was received by Paul Hora from SMPA who explained how the 2015 electricity emissions factor was greater than in 2014. The emissions factor calculation is received annually from SMPA and Tri-State. The Town went from a 22% decrease to a 15% decrease in 2015 which was due to the increased emissions factor. Ms. Drew stated that she looks at actual usage as opposed to using the SMPA calculation which changes annually. Numerous variables including snow fall amounts, affect energy usage from year to year and the Town goal is to set a good example and raise awareness of energy saving options.

#### Annual Update on Regional Greenhouse Gas Inventory and Mountain Village Community Energy Use (10)

Energy Coordinator for the Sneffels Energy Board Kim Wheels presented the report stating that the regional emission goal is to decrease from 371,800(mt-CO<sub>2</sub>e) to 297,440(mt-CO<sub>2</sub>e) by 2020. The increase of visitors to the area does have an impact on energy use. Ms. Wheels thanked Council for their continued support.

#### Eco Action Partners' 2016 Energy Programs (11)

Eco Action Partners' Executive Director Heather Knox stated that Mountain Village is part of an ongoing regional collaboration of governments working together toward consistent goals and engaging their communities. EAP has developed:

- SMPA Community Solar Farm
- Telluride's Renewable Energy Projects and REC Purchase
- Mountain Village Building Energy Code update and REMP
- Green Lights success
- San Miguel County Green Grant Program projects
- City of Ouray utility bills are 20% lower than 2009
- Town of Ophir government is 100% solar powered

#### Consideration of Approval of Summer Parking Rates (12)

Director of Transit and Recreation Jim Loebe presented revenue/expense scenarios in relation to free versus paid day parking at the Gondola Parking Garage (GPG). If parking is free at the GPG in 2016, there is a projected deficit of \$26,369. However, if the Town returns to the 2015 daytime parking rate of \$7, the projected surplus is approximately \$20,000. The goal has been to cover operating costs. Public comment was received from Robert Stenhammer and Anton Benitez. Council discussion ensued regarding creating a comprehensive parking strategy for the Town as a whole. On a **MOTION** by Marty McKinley and seconded by Cath Jett, Council voted 5-1 with Laila Benitez dissenting, to approve summer parking rates in the GPG of \$7/day (with no 2 hour free parking), and to task the Parking Committee with investigating an alternate standardized parking system to bring to Council for approval by the July 21, 2016 Town Council meeting.

**Consideration of an Emergency Ordinance Establishing a Temporary Moratorium Prohibiting the Rezoning of Single Family Lots (13)**

The Mayor framed the discussion stating that Council is prohibited from discussing pending quasi-judicial applications noting that the application that led to this Ordinance has been withdrawn. The proposed Ordinance is in response to citizen concerns raised relative to Code Section 17.3.4(F) (4) of the Community Development Code. The Ordinance imposes, “a temporary moratorium on the further subdivision of single-family lots to create additional lots and the transfer of additional density to be transferred onto a single-family lot”. Town Attorney David Reed stated that prior to 2013, land use in the Town was governed by the Land Use Ordinance (LUO) which did not specifically deal with the subdivision of single family lots, however; it did not preclude the ability to do so. In 2013, Council adopted the Community Development Code (CDC) and the Code did address the subdivision, however; there were amendments in April 2015 which prohibited rezoning single family lots but had allowances with specifications. The language stated that it was “limited” and not “prohibited”. Mr. Reed stated for the record that there was no hidden agenda in the changes to the CDC and that they were made to clarify language. The Town has always had the ability to rezone and subdivide. The Mayor opened the public hearing. Public comment was received by David Heaney, Banks Brown, Tom Kennedy, and Anton Benitez. The Mayor closed the public hearing. Council discussion ensued. Jim Mahoney stated that the timing on this moratorium is good considering the detail that needs to go into this discussion. If the moratorium is approved, no new applications may be submitted while Council works through the details and garners public input. On a **MOTION** by Dan Caton and seconded by Laila Benitez, Council voted 5-1, with Cath Jett dissenting, to approve an emergency Ordinance on the further subdivision of single-family lots to create additional lots and the transfer of additional density to be transferred onto a single-family lot pursuant to Section 17.3.4(F)(4) of the Community Development Code terminating on August 1, 2016.

**Council took lunch from 1:19 p.m. to 1:28 p.m.**

**Finance: (15)**

**a. Presentation of the February 28, 2016 Business & Government Activity Report (BAGAR)**

Finance Director Kevin Swain presented the BAGAR. Council discussion ensued regarding how the reporting of the VCA wait list numbers is handled.

**b. Consideration of the February 29, 2016 Financials**

Council discussion ensued. On a **MOTION** by Marty McKinley and seconded by Laila Benitez, Council voted unanimously to approve the February 29, 2016 Financials as presented.

**c. Goal Setting for 2017 Budget**

Mayor Jansen opened the discussion stating that in January 2016 the Town Council held a retreat to discuss 2017 Budget priorities. The following is a recap of the meeting:

- Address parking issues in the Mountain Village core
- More and better recreational activities and trails
- Plan economically for the waste treatment plant upgrade and expansion
- Create a town park
- Add event facilitation capability (not event management)
- Monthly surveys and encourage Town Council member led feedback
- Web site coordination with partners (TMVOA, Telluride, Arts Community and San Miguel County)
- Joint TMVOA meetings to address shared issues: How to avoid grant request double dipping, Gondola and other areas
- Bulk award of grant funds to an entity driving a new grants process
- Contingency funds in budget to enable support of off-cycle requests

Council agreed that the summary is accurate and that not all of the ideas will happen in 2017. Council discussion ensued. Ms. Montgomery stated that the next step in this process is to introduce the list to department heads at the next staff meeting.

**Consideration of a Resolution Approving an Application Requesting the Town Accept Access Tract F22-1 (16)**

Michelle Sherry and Laila Benitez recused themselves from agenda items 16, 17 and 18 because they own property in the development where the tract is located. Director of Planning and Development Services Glen Van Nimwegen presented the above application stating that staff has reviewed the application and finds that it meets the criteria for an exceptional circumstance provided in Section 17.6(C)(2)(a) of the CDC. The Town has received a quit claim deed from TSG for the access tract. This Resolution is to accept ownership of the tract. Council discussion ensued. On a **MOTION** by Dan Caton and seconded by Cath Jett, Council voted 4-0 to adopt a Resolution approving an application requesting the Town accept Access Tract F22-1.

**Consideration of Approval of Improvements to Access Tract F22-1 (17)**

Bill Frownfelter with Russell Engineering presented a drawing of The Boulders showing the proposed changes. Council discussion ensued. Michelle Sherry and Laila Benitez recused themselves. On a **MOTION** by Marty McKinley and seconded by Dan Caton, Council voted 4-0 to approve the improvements to access tract F22-1 as presented.

**Consideration of a Resolution to Accept an Easement from Boulder's HOA and Plaza Building HOA Related to F22-1 (18)**

Jim Mahoney presented the above item. Council discussion ensued. Michelle Sherry and Laila Benitez recused themselves. On a **MOTION** by Cath Jett and seconded by Dan Caton, Council voted 4-0 to adopt a Resolution accepting an easement from Boulder's HOA and Plaza Building HOA related to F22-1 as presented.

**Council Boards and Commissions Updates: (19)**

**a. Eco Action Partners(EAP) –Sherry**

There was no update.

**b. Telluride Historical Museum-Sherry**

Michelle Sherry stated that the Museum has been working with Scott Butler on the sluicing project in Heritage Plaza.

**c. San Miguel Watershed Coalition – Jett**

Ms. Jett stated that the Coalition has hired Rory Cowie as Program Coordinator to start in May.

**d. Colorado Flights Alliance (CFA) – Jansen**

Mayor Jansen stated that summer flights have been loading very well. The goal is to increase the seat counts which have been up by 50% over the last couple of years. CFA consensus was to continue to push to add more flights and markets. The City of Montrose and Montrose County are contemplating expanding the Montrose Airport by adding a second story. A task force has been formed to determine the next steps.

**e. Transportation & Parking- Benitez/MacIntire**

There was no update.

**f. Budget & Finance Committee – McKinley/Caton**

Marty McKinley conducted an exit interview with external auditors and the results were very positive.

**g. Gondola Committee – McKinley/Caton**

There was no update.

**h. Mayor's Update – Jansen**

The Regional Transportation Authority (RTA) is pushing ahead with strong support for the polling process. The Mayor stated that the key to public input is to answer the call and take the survey.

**Staff Reports: (20)**

**a. Police**

Chief Chris Broady and Lieutenant Rachelle Redmond presented the report noting that officers have attended 24 hours of mandated in-service training in order to meet police certification requirements. The department will be welcoming a new police officer at the end of May. The switch to the Western Colorado Dispatch Center happened successfully on March 23rd.

**b. Planning & Development Services**

Glen Van Nimwegen presented his report highlighting several projects:

- The implementation of Meritage building permit software



- Implementation of forest management and fire mitigation programs
- Heat trace timer grant
- The creation of the Town Hall Subarea Planning Committee with TSG, TMVOA & the Town
- Improvements at Village Court Apartments (drainage, re-sealing and re-striping the parking area)

Mr. Van Nimwegen will meet with Design Review Board (DRB) in May to discuss the alternate DRB member position for a potential appointment at the June 16, 2016 Town Council meeting.

**c. Town Manager**

Town Manager Kim Montgomery presented her report highlighting that Telluride Ski and Golf (TSG) has agreed to the conveyance of Access Tract F22-1 (Boulders access tract) and executed the Quit Claim Deed. Ms. Montgomery thanked Director of Marketing and Business Development Nichole Zangara for assisting in the development and implementation of an advertising plan to encourage participation in the phone poll for the RTA.

**Other Business: (24)**

Jackie Kennefick reminded Council about the CML Conference registration deadline of May 13<sup>th</sup>.

There being no further business, on a **MOTION** by Dan Caton and seconded by Marty McKinley, Council unanimously agreed to adjourn the meeting at 2:29 p.m.

Respectfully prepared,

Susan Johnston  
Deputy Town Clerk

Respectfully submitted,

Jackie Kennefick  
Town Clerk

# Town of Mountain Village

**Date:** 5/13/2016  
**To:** Town Council, Acting as the Liquor Licensing Authority (LLA)  
**From:** Susan Johnston, Deputy Town Clerk  
**RE:** Hotel Madeline Modification of Premises and Addition of a Related Facility & Special Events Permits for TMVOA /Telluride Wine Festival

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**Consideration of an Application by NVHG Hotel Madeline Operator, LLC dba Madeline Hotel Residences Telluride for a Modification of Premises and Addition of a Related Facility for Hotel Madeline Pool Area**

All documentation and appropriate fees have been received and found to be in compliance. The application has been sent to both the legal department and police department for review. Inspections need to take place prior to permit being issued and are expected to be completed prior to the Council meeting.

Staff recommendation: Motion to approve the application for a Modification of Premises and addition of Related Facility for Hotel Madeline pool area.

**Consideration of an Application by Telluride Mountain Village Owners Association in Conjunction with Telluride Wine Festival for Special Event Liquor Permits Between June 23-25, 2016 at The Ridge Club for Seminars**

All documentation and appropriate fees have been received and applicant meets all special event requirements. Required posting has occurred with no protests filed. The following departments reviewed the application: Police, Legal, Clerk, Planning and Plaza Services.

**Staff recommendation:** Motion to approve the special event liquor permit application for the Mountain Village Owners Association in conjunction with the Telluride Wine Festival for Special Event liquor permits at the Ridge Club from June 23-25, 2016.



the law offices of  
**STEPHANIE L. FANOS**

**STEPHANIE L. FANOS**

ADMITTED IN COLORADO AND CALIFORNIA  
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May 2, 2016

Jackie Kennefick  
Susan Johnston  
Town Clerk's Office  
Town of Mountain Village  
455 Mountain Village Blvd.  
Mountain Village, Colorado 81435

Re: Madeline Hotel & Residences Modification of Premises and Addition of Related Facility Application

Dear Jackie and Susan:

Attached is an application regarding the additional of an outdoor bar "point of sale" located on the outdoor pool deck of the Madeline Hotel & Residences licensed premises. The outdoor pool deck was previously added to the premises under Liquor License #4703854 in January 2016. This application seeks to modify the Madeline premises to reflect the completion of the improvements related to the "outdoor bar" located on the outdoor pool deck and to also seek approval of the "outdoor bar" as a related facility and/or point of sale.

I've include plans and specifications that show how the outdoor bar improvements will be completed. It is anticipated that the improvements to the "outdoor bar" will be completed around May 20, 2016.

Please let me know if you need any further information.

Sincerely,



Stephanie L. Fanos

## PERMIT APPLICATION AND REPORT OF CHANGES

**CURRENT LICENSE NUMBER** 4703854  
**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) 370-2185**

1. Applicant is a			<b>PRESENT LICENSE NUMBER</b>
<input type="checkbox"/> Corporation ..... <input type="checkbox"/> Partnership ..... <input type="checkbox"/> Individual ..... <input checked="" type="checkbox"/> Limited Liability Company .....			4703854
2. Name of Licensee		Trade Name	
NVHG Hotel Madeline Operator, LLC		Madeline Hotel and Residences Telluride	
4. Location Address			
568 Mountain Village Blvd			
City	County	ZIP	
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
<p>- License Account No. _____</p> <p>1983-750 (999) <input type="checkbox"/> Manager's Registration (Hotel &amp; Restr.) \$75.00</p> <p>2012-750 (999) <input type="checkbox"/> Manager's Registration (Tavern) \$75.00</p> <p style="margin-left: 20px;"><input type="checkbox"/> Change of Manager (Other Licenses) NO FEE</p>	<p>2210-100 (999) <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00</p> <p>2200-100 (999) <input type="checkbox"/> Wholesale Branch House Permit (ea).... 100.00</p> <p>2260-100 (999) <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) .50.00</p> <p>2230-100 (999) <input type="checkbox"/> Change Location Permit (ea)..... 150.00</p> <p>2280-100 (999) <input checked="" type="checkbox"/> Change, Alter or Modify Premises                      \$150.00 x <u>1</u> Total Fee <u>150</u></p>
Section B -- Duplicate License	
<p>- Liquor License No. _____</p> <p>2270-100 (999) <input type="checkbox"/> Duplicate License \$50.00</p>	<p>2220-100 (999) <input type="checkbox"/> Addition of Optional Premises to Existing H/R                      \$100.00 x _____ Total Fee _____</p> <p>1988-100 (999) <input checked="" type="checkbox"/> Addition of Related Facility to Resort Complex                      \$75.00 x <u>1</u> Total Fee <u>75</u></p>

**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 \$ <u>225</u> .00

The State may collect this fee by direct debit electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If no valid bank check is returned, if your check is rejected due to insufficient or uncollected funds, the Department of Revenue may debit the payment amount directly from your bank account electronically.

## 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

**5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit**

Retail Warehouse Permit for:

- On-Premises Licensee (Taverns, Restaurants etc.)
- Off-Premises Licensee (Liquor stores)

Wholesalers Branch House Permit

Address of storage premise: \_\_\_\_\_

City \_\_\_\_\_, County \_\_\_\_\_, Zip \_\_\_\_\_

Attach a deed/ lease or rental agreement for the storage premises.  
Attach a detailed diagram of the storage premises.

CHANGE TRADE NAME OR CORPORATE NAME

**6. Change of Trade Name or Corporation Name**

- Change of Trade name / DBA only
- Corporate Name Change (Attach the following supporting documents)
  1. Certificate of Amendment filed with the Secretary of State, or
  2. Statement of Change filed with the Secretary of State, and
  3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name \_\_\_\_\_ New Trade Name \_\_\_\_\_

Old Corporate Name \_\_\_\_\_ New Corporate Name \_\_\_\_\_

CHANGE OF LOCATION

**7. Change of Location**

**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.

Date filed with Local Authority \_\_\_\_\_ Date of Hearing \_\_\_\_\_

(a) Address of current premises \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_

(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_

(c) New mailing address if applicable.

Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

(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.

CHANGE OF MANAGER

**8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.**

(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)

Former manager's name \_\_\_\_\_

New manager's name \_\_\_\_\_

(b) Date of Employment \_\_\_\_\_

Has manager ever managed a liquor licensed establishment?..... Yes  No

Does manager have a financial interest in any other liquor licensed establishment?..... Yes  No

If yes, give name and location of establishment \_\_\_\_\_

MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY

**9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility**

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed Completed construction of point of sale improvements. Adding point of sale facility (related facility).

(b) If the modification is temporary, when will the proposed change:

Start \_\_\_\_\_ (mo/day/year) End \_\_\_\_\_ (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00

(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?

(If yes, explain in detail and describe any exemptions that apply) ..... Yes  No

(d) Is the proposed change in compliance with local building and zoning laws?..... Yes  No

(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  No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

**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



Simon A. Hallgarten, Authorized Signatory

Date

5/2/16

**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

Date

**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

Date

# EXHIBIT A OVERVIEW MAP LICENSED PREMISES

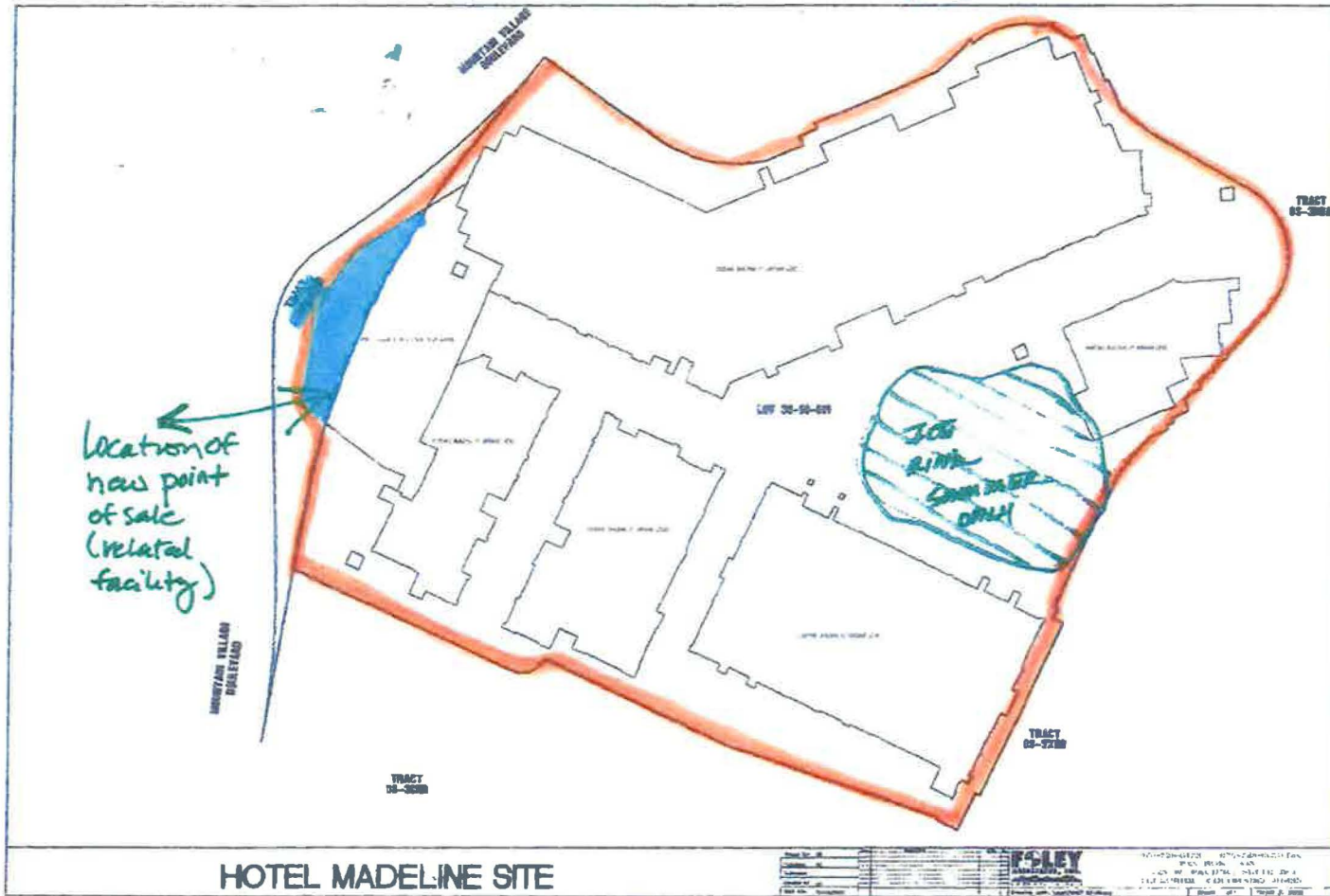
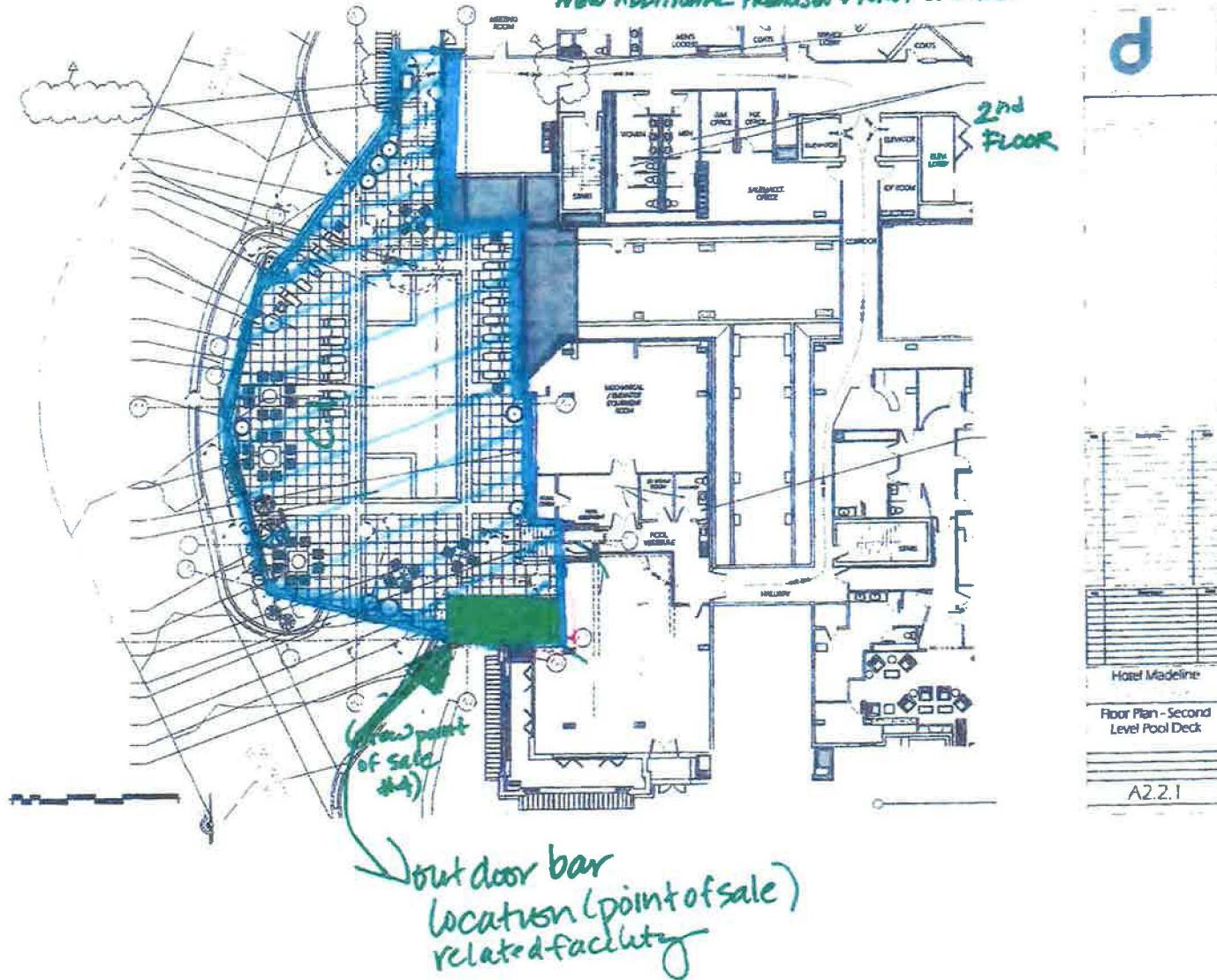




EXHIBIT B

"OUTDOOR POOL BAR"

NEW ADDITIONAL PREMISES + POINT OF SALE



(point of sale #4)  
 out door bar location (point of sale) related facility

d

2nd FLOOR

Room No.	Description	Area

Hotel Madeline

Floor Plan - Second Level Pool Deck

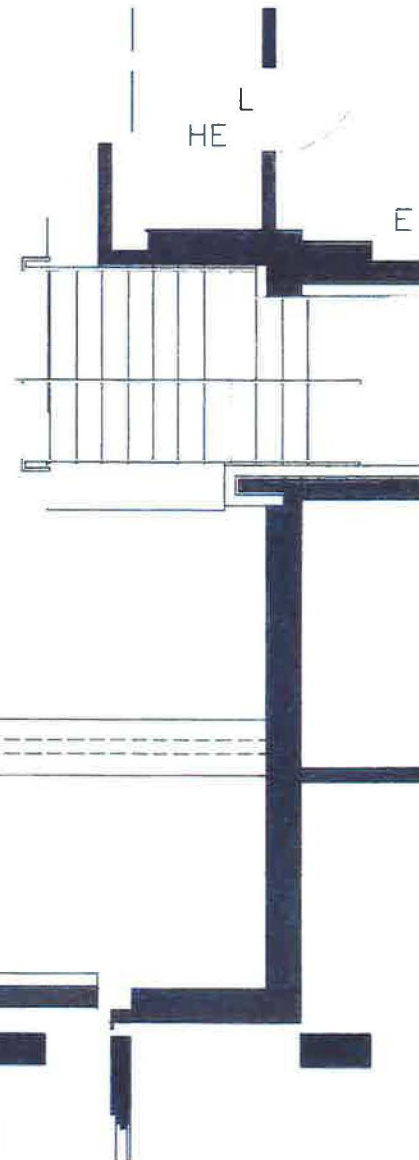
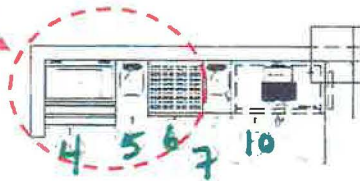
A2.2.1

# EXHIBIT C

Item No.	Equipment Location	Description	Model Number	Quantity	Notes

- 4 = underbar ice chest
- 5 = underbar blender station
- 6 = underbar glass rack
- 7 = underbar hand sink
- 10 = Back bar equipment

Alcohol is prepared, sold, and picked up here



## MADLINE HOTEL POOL

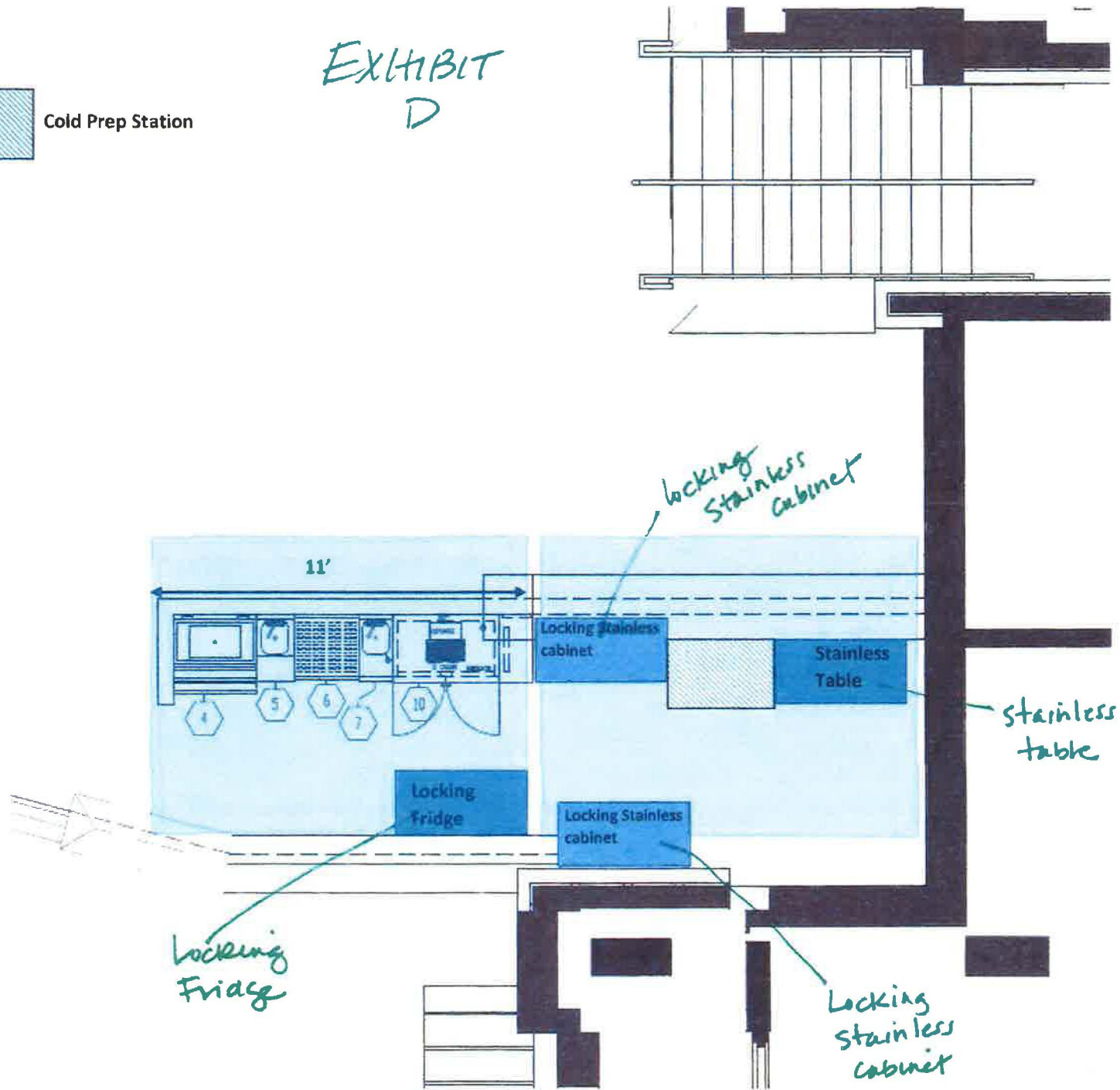
## EQUIPMENT PLAN

Drawn By: JGC
Scale: 1/4" = 1'-0"
Release Date: 04/24/2015
Last Update: 10/22/2015
Drawn By: JGC

SHEET NUMBER  
**FS-1.0**

# EXHIBIT D

 Cold Prep Station





# TOWN OF MOUNTAIN VILLAGE SPECIAL EVENT LIQUOR PERMIT APPLICATION

This application must be filed with Office of the Town Clerk, Town of Mountain Village, 455 Mountain Village Blvd., Mountain Village, Colorado 81435. Applicant must be a non-profit organization on file with the Colorado Secretary of State.

<b>In order to qualify for a Special Events Permit, you must be a nonprofit and one of the following:</b>					
<input checked="" type="checkbox"/> Social	<input type="checkbox"/> Municipality Owning Arts Facilities				
<input type="checkbox"/> Fraternal	<input type="checkbox"/> Religious Institution				
<input type="checkbox"/> Patriotic	<input type="checkbox"/> Philanthropic Institution				
<input type="checkbox"/> Political	<input type="checkbox"/> Political Candidate				
<input type="checkbox"/> Athletic	<input type="checkbox"/> Chartered Branch, Lodge or Chapter of a National Organization/Society				
<b>Type of Special Event applicant is applying for:</b>					
<input type="checkbox"/> Fermented Malt Beverage (3.2%)   \$10/day			<input checked="" type="checkbox"/> Beer, Wine & Liquor   \$25/day		
<b>1. Name of Applicant Organization or Political Candidate</b> Telluride Mountain Village Owners Association			<b>State Sales Tax Number (required)</b> 84-0955189		
<b>2. Mailing Address of Organization or Political Candidate</b> 113 Lost Creek Lane, Suite A, Mountain Village, CO 81435			<b>3. Address of Place Special Event to be held</b> Great Room at the Ridge, Mountain Village		
<b>4. President/Secretary of Organization or Political Candidate</b>					
<b>Name</b>	<b>Date of Birth</b>	<b>Home Address</b>		<b>Phone Number</b>	
Anton Benitez	12/27/68	9 Boulder Way Mountain Village, CO 81435		970-728-1904x1	
<b>5. Event Manager Name</b>	<b>Date of Birth</b>	<b>Home Address</b>		<b>Phone Number</b>	
Betsy Adler	9/10/1961	95 Aspen Ridge Dr. #8 Mountain Village, CO 81435		970-729-0172	
<b>6. Has applicant organization or political candidate been issued a special event permit this calendar year?</b>					
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No		How many days? _____	
<b>7. Are premises now licensed under state liquor or beer code?</b>					
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No		To whom? _____	
<b>8. Does the applicant have possession or written permission for the use of the premises to be licensed?</b>					
<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No			
<b>List Below the Exact Date(s) for Which Application Is Being Made For Permit</b>					
<b>Date(s)</b>	6/23/2016	<b>to</b>	6/25/2016	<b>Date(s)</b>	
<b>Hours</b>	9am	<b>to</b>	5 pm	<b>Hours</b>	
<b>Date(s)</b>		<b>to</b>		<b>Date(s)</b>	
<b>Hours</b>		<b>to</b>		<b>Hours</b>	
<b>REPORT AND APPROVAL OF TOWN OF MOUNTAIN VILLAGE LOCAL LICENSING AUTHORITY</b>					
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended. <b>THEREFORE, THIS APPLICATION IS APPROVED.</b>					
SIGNATURE		TITLE		DATE	



TOWN OF MOUNTAIN VILLAGE  
SPECIAL EVENT LIQUOR PERMIT APPLICATION  
APPLICATION INFORMATION AND CHECKLIST

**THE FOLLOWING SUPPORTING DOCUMENTS MUST BE ATTACHED TO THIS APPLICATION FOR A PERMIT TO BE ISSUED:**

- Appropriate fee - CHECK PAYABLE TO THE TOWN OF MOUNTAIN VILLAGE
- Diagram of the area to be licensed (not larger than 8 1/2" x 11" reflecting bars, walls, partitions, ingress, egress and dimensions  
**Note:** if the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- Copy of deed, lease, or written permission of owner for use of the premises
- Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years;  
or
- If not incorporated, a NONPROFIT charter; or
- If a political candidate, attach copies of reports and statements that were filed with the Secretary of State.

- Application must be submitted to the Town of Mountain Village at least thirty (30) days prior to the event.
- The premises to be licensed must be posted at least ten (10) days before a hearing can be held. (12-48-106 C.R.S.)

(12-48-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 46 and 47 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being nonprofit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the secretary of state pursuant to Article 45 of Title 1, C.R.S. a Special Event Permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

If an event is cancelled, the application fees and the day(s) are forfeited.



TOWN OF MOUNTAIN VILLAGE  
SPECIAL EVENT LIQUOR LICENSE PERMIT APPLICATION  
ADDENDUM *Please answer all of the following questions.*

**Describe the event and the target market.**

The mission of the Telluride Wine Festival is to introduce and educate its guests to extraordinary good and wine through tastings and seminars in an amazing setting.

**How many people are you expecting per day?** 50-75

**Will you be serving alcoholic beverages?** yes

**Are alcoholic beverages included in the event price?** yes

**Will alcohol be sold by the drink?** no

**What type of alcoholic beverages are you planning on selling/serving?**

1-4 oz pours of multiple samples of wine will be served per seminar. 2-3 seminars per day.

**Will you be selling/serving food items?** yes

**What type of food items will be sold or served?**

Crackers for Palate Cleansing.

**Will you be cooking food and if cooking food, will you use propane?**

no



**TOWN OF MOUNTAIN VILLAGE  
SPECIAL EVENT LIQUOR LICENSE PERMIT APPLICATION  
ADDENDUM** *Please answer all of the following questions.*

Will you have amplified sound or live music inside or outside? no

Will there be tents/awnings? no

**Describe your security plans for this event.**

We will have one point of entry and exit.

**Describe the type of training security personnel will have prior to the event.**

Staff and volunteers with prior experience with Festival Security.

**How will you insure compliance with beer/liquor laws, such as: no service to minors or visibly intoxicated persons, no service outside of designated premises, no service before or after hours designated for the event, etc.**

Guests will have wristbands. ID's will be checked when tickets are redeemed for wristbands. No minors will be allowed in event. Dump station will be at the exit.

**Do you have an emergency plan for the event? If yes, please describe in detail.**

Call 911. Both Fire and EMS Departments are aware of this event.



TOWN OF MOUNTAIN VILLAGE  
SPECIAL EVENT LIQUOR LICENSE PERMIT APPLICATION  
OATH OF APPLICANT *Please initial each of the following statements.*

I understand that as the promoter of the event, that both the non-profit and the server can be charged criminally for alcohol violations under permit. I also understand that the non-profit can be held responsible for any tax liabilities generated by the alcohol permitted event.

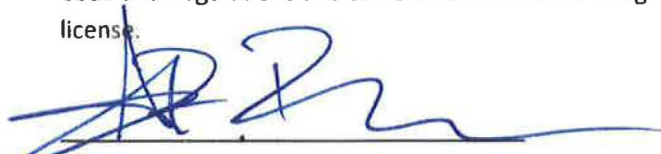
I understand that I must allow open access to all town personnel (i.e., Police, Fire, Community Development, etc.) at this event, even if it is deemed a private function. Further, due to health and safety concerns, I understand that other town departments, as a result of circulation of this city application, may have additional requirements resulting in other costs for my special event.

I understand that if this permit is denied, the Town of Mountain Village assumes no liability for expenses incurred by the applicant.

I understand that if during the course of the event, the town determines there is a public safety hazard or if there is a violation of any permit condition, the event will be terminated immediately. The Town of Mountain Village is not responsible for any expenses incurred by the permit holder. Failure to meet the requirements of this permit may provide basis for denial of future permits for a given event, event manager or sponsor.

I understand that only non-profit entities that are properly formulated with the State of Colorado may apply for special event liquor permits, and they may only apply if the permit application and all attachments are filed at least 30 days before the event per state law. In addition, non-profits are required to have: i) state sales tax number from Colorado Department of Revenue, ii) Certificate of Good Standing for their non-profit from Colorado Secretary of State's office, and iii) Town of Mountain Village business license and sales tax number from Mountain Village Finance Department.

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor and Beer Code and Regulations and all Town of Mountain Village rules, regulations, ordinances and codes that affect my license.

  
\_\_\_\_\_  
Authorized Signature

Anton Benitez

\_\_\_\_\_  
Print Name

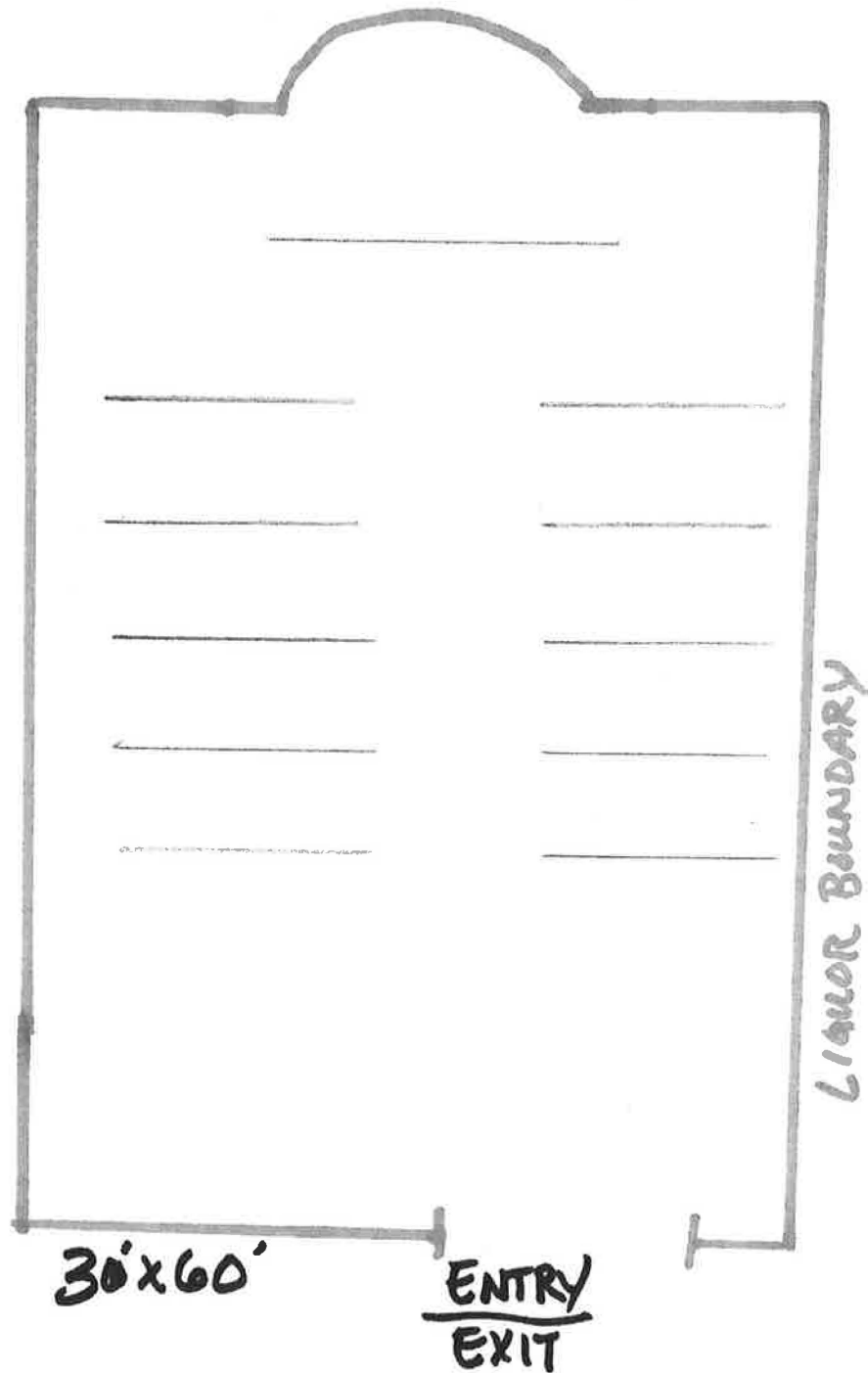
5/5/16  
\_\_\_\_\_  
Date

Executive Director, TMVOA

\_\_\_\_\_  
Title



2016 TELLURIDE WINE FESTIVAL  
The Great Room at the Ridge  
St. Sophia Station  
JUNE 23-25, 2016 9-5pm Seminars



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Telluride Mountain Village Owners Association

is a

Nonprofit Corporation

formed or registered on 03/14/1984 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871561858 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/02/2016 that have been posted, and by documents delivered to this office electronically through 05/03/2016 @ 19:42:04 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/03/2016 @ 19:42:04 in accordance with applicable law. This certificate is assigned Confirmation Number 9633198 .



A handwritten signature in cursive script that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



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To: Mayor and Town Council

From: Nichole Zangara Riley, director of marketing and business development

For: May 19, 2016 Town Council Meeting

Date: May 11, 2016

Re: Discussion on Mountain Village Wayfinding/Enhances Signage Project Scope of Work

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The Marketing and Business Development Department has requested the services of Esse Design ([www.essedesign.net](http://www.essedesign.net)), a strategic visual communications firm based out of Basalt, to assist the town with the development and implementation of an enhanced wayfinding program. Esse Design is also the firm that the Town of Telluride is using to develop and implement its wayfinding program, allowing for more symmetry between the towns and an already well developed familiarity with our municipality. Using this firm will allow for the most effective, consistent and efficient process.

Within the following pages you will find the scope of work and proposal, which is based on numerous conversations with Esse Design. Once we have completed the initial discovery process, conducted stakeholder meetings, and create a well-defined signage design and approach, we can drill down and add more details to the scope of work and specific deliverable dates.

At the May 19 meeting, Town Council will have the opportunity to meet Esse Design Principal Julie Kolar and have a high-level discussion regarding this project.

To: Nichole Zangara Riley  
Marketing & Business Development Director  
Town of Mountain Village  
Mountain Village, CO 81435

04 08 16

**For: Town of Mountain Village // Wayfinding - Scope of Services**

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Dear Nichole,

Thank you very much for allowing us the opportunity to submit a proposal for the Mountain Village Wayfinding Project. Through working with the Town of Telluride and the Open Space Commission over the past several years, I have grown very fond of the area and all of its natural and created beauty. It is truly a unique place.

Based on our conversations and the information you have provided to date, I have put together the following proposal. I have outlined each aspect of the project along with fees associated and a general timeline. Some of the more specific details of the project will have to be flushed out as we explore the needs, hear from stakeholders and refine the priorities. The fees included have been based both on the general scope we discussed as well as current industry standards appropriate for small town wayfinding systems of this sort.

I look forward to meeting with you on site to review the current conditions and to discuss all of the possibilities. In the meantime, please let me know if you have any additional thoughts or questions. Thank you once again for extending the opportunity — it will be an honor to work with you and Mountain Village on this important project.

Sincerely,



Julie Kolar  
Principal

**For: Town of Mountain Village // Wayfinding - Scope of Services  
Project Assumptions, Goals and Priorities to Date**

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**The primary goals of a new and improved wayfinding system are to accomplish:**

- Ease of navigating Mountain Village, for locals and visitors alike
- A more welcoming vibe to give people an “experience” worth staying for and returning to
- Better access to key locations and activities with more comprehensive cues and information
- A sense of place through storied experiences
- Synergy among Town entities

**Wayfinding Mediums to potentially explore:**

- Wayfinding and informational signage systems
- Digital screen displays (by others – Abrams/coordinated with feasibility study and proposal)
- Smart phone app-based tours (by others – Canogle)
- Beacon technology outreach (linked to Mtn. Village WiFi system)
- Architecture and/or landscape architecture features

**Wayfinding and Informational Sign Types (revitalize existing signs plus new additions):**

- Business directories
- Business pendants
  - attachment to current light poles
- Official town building façade signage
- Parking signage
  - wayfinding; internal garage information and directionals
- Public amenity signage
  - restrooms, water fountains, transportation nodes, post office, WiFi, bike racks, bike lanes, ski racks, puppy parking
- Mile markers
- Gondola and lift ticket signage
  - wayfinding; gondola terminal information and directionals
- Safety signage
- Trail and recreation signage
  - information and wayfinding
- Art installations
  - informational plaques

**Key stakeholders include:**

- TMVOA Representative
- Telluride Ski Resort Representative
- Town of Telluride Representative
- Subcommittee, appointed business/community members
- Community at large

Proposal

To: Nichole Zangara Riley  
 Marketing & Business Development Director  
 Town of Mountain Village  
 Mountain Village, CO 81435

04 08 16

For: Town of Mountain Village // Wayfinding - Scope of Services

PHASE 1: DESIGN

1) Discovery process to establish overall design criteria and components	\$	3,000.00
2) Review and interpret current sign code		400.00
3) Preliminary design development and systems approach		5,600.00 to 6,200.00
4) Collaboration with team members and digital vendors		600.00 to 800.00
5) Stakeholder meeting(s) to review and improve design		800.00 to 1,000.00
6) Complete design development for all signage components		6,200.00 to 7,400.00
7) Comprehensive Signage Design Overview and Guidelines for build out		3,000.00 to 4,600.00

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DESIGN SUBTOTAL	\$	19,600.00 to 23,400.00
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PHASE 2: MATERIALS, FABRICATION, INSTALLATION

Specifics to be determined as a product of the design process	\$	TBD
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Fees: Art Direction, Design, Project Leadership @ \$100/hr; Production, Content @ \$80/hr

Terms: \*This document serves as an estimate based on information provided to us to date and does not represent an exact quote. If in the event that the scope realizes more or less work, the fees and costs associated will be adjusted accordingly. Eventual fabrication and materials costs will be solely determined by the design process. Fees are inclusive of all travel and expenses. All invoices are due upon receipt.

---

Thank you for the opportunity to submitthis proposal!

Sincerely,



Julie Kolar  
 Principal

Approved by:

---

Nichole Zangara Riley  
 Town of Mountain Village

Date

\*Please note that these figures do not represent a quote, rather, they are an estimate of what we believe the job will take, to the best of our knowledge, given the information you have provided. If more work is involved, the actual price may be higher; if less work is needed, the actual price may be lower. We will, however, keep you informed of any change which exceeds 10 percent. Also note that this estimate is based on providing services on or about the dates indicated. Printing prices are valid for 90 days. Delays beyond our control may increase costs.

For: Town of Mountain Village // Wayfinding - Scope of Services  
 General Timeline

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PHASE 1: DESIGN

Discovery Process and Stakeholder Meetings (spring 2016)  
 Design Development (summer and fall 2016)  
 Design Guidelines (fall and winter 2016)

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PHASE 2: MATERIALS, FABRICATION, INSTALLATION

Materials, Fabrication (winter 2016/2017 and spring 2017)  
 Installation (summer 2017)

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2016				2017	
spring	summer	fall	winter	spring	summer
Discovery Process	Design Development	Design Development	Design Guidelines	Materials, Fabrication	Installation
Stakeholder Meetings		Design Guidelines	Materials, Fabrication		

**From:** [Thomas Kerr](#)  
**To:** [mvclerk](#)  
**Subject:** Wayfinding/Signage Project  
**Date:** Tuesday, April 19, 2016 2:07:47 PM

---

I am a new owner in Mountain Village Core. My wife and I have been coming out for about 7 years, winter/summer. It took me about 5 years to figure out where the stores are and how they are connected for a pedestrian, and we stayed in the Village. New visitors are almost all stupid like me and can't find out what places are around and can't figure out which way to go to look. I only found out the Telluride Truffle was there one year before they closed. And I really like chocolate.

The current signage is completely confusing. A look at the posted Village map shows this plaza, that plaza, the eyes glaze over and I wandered away. I couldn't find anything. I was not looking for names of plazas, I was looking for chocolate.

I read that Mountain Village was somehow copied from Zermatt. In Zermatt the stores can be easily found because they are almost all on the Swiss German version of Main Street, called Bahnhofstrasse.

I suggest that the main winding way that connects the various commercial groupings be renamed

### **Mountain Main Street**

Distinctive signs, unlike any others around, could easily designate it. I like Black victorian with white letters, but whatever. Just so that first time seekers for chocolate see plainly, easily, immediately that this is the way to go to find things. Distinct pavers would also be helpful, but expensive.

Then lists of stores should be in a different style, but easy to find, easy to read, and complete, with simple directional arrows showing which way on Mountain Main Street to go looking. They could be grouped by 'plaza' or whatever. There's lots of ways to do this, but please remember Nobody Cares About Plaza Names, nobody will ever figure out where this plaza is or that. They really deeply don't care. They want skis, beer or pasta. If a random idiot like me can't get the info they need from signs in 5 seconds, the signs are a total failure.

And please somebody bring Telluride Truffle back up the mountain so we can all satisfy that urge...

Thomas Kerr  
Village Creek 3



To: Mayor and Town Council  
From: Alec Jacobson, Telluride Institute  
Regarding: Funding Request - Ideas Festival 2016: Housing Our Community  
Date: May 10, 2016



Since 1985, the Telluride Institute has hosted Ideas Festivals to combine international and local experience and energy to take on critical issues. This September 9-11<sup>th</sup>, the Ideas Festival will focus on housing our community. The Sheridan Opera House is the primary location for the event, though there will be a series of short break-out lunch sessions on Saturday at restaurants around Telluride. Jonathan Rose, a global expert on designing, developing and financing community housing projects of all scales will give the keynote.

Action is the goal of the weekend. We will engage all festival participants to develop a series of new, actionable, short-, middle- and long-range plans to improve the regional employee housing market. There are many similar conversations happening in governments, nonprofits and living rooms across San Miguel, Montrose and Ouray counties, but all are siloed. The Ideas Festival aims to bring these separate working groups together to form one that is greater than the sum of its parts.

The festival is free and open to all in order to maximize the number of minds working together on the challenge for the weekend. However, to ensure this, the Ideas Festival needs some extra financial support and are now turning to our local governments to take an ownership stake in the Festival. There will be opportunities for Mountain Village to present any ongoing or potential housing projects or proposals during the festival alongside other governments and private groups, but we would like to invite you to be a partner in the project.

We are requesting \$5,000 from Mountain Village. The Telluride Town Council is considering the same proposal and, from our understanding, is supportive of such funding. The current budget of \$25,000 (attached) covers the entirety of preparation for and execution of the festival. We have currently raised \$8,000 from private donors.

This is an opportunity to broadcast Mountain Village's leadership in ongoing housing efforts to a wider, regional audience. The Town of Mountain Village – and the Town of Telluride if they choose to contribute – will be considered the presenting sponsors of the event. Nichole Zangara has proposed a sponsorship marketing package that will include Mountain Village in the branding of the event, including print, posters, social media, radio, banner, blogs, email marketing, and program materials.

We look forward to working with you, some of our region's foremost experts on housing, and hope to collaborate on the highest level.

Thank you for considering our request.

Sincerely,

Alec Jacobson  
Festival Director

**The Telluride Institute, Inc.**  
**Ideas Festival 2016: Housing Our Community**  
**DRAFT DRAFT DRAFT**

<b>Income</b>	
Foundation Contributions: Telluride Institute, et al	\$8,000.00
Individual Contributions	\$3,500.00
Government Contributions	\$10,000.00
Business/Corp Contributions	\$3,500.00
	<b>\$25,000.00</b>

<b>Expense</b>	
	<b>Total</b>
<b>Adminstrative Professional Fees</b>	
Alec Jacobson - \$1200/mo for 6 months	\$7,200.00
Kris Holstrom - \$600 /month for 6 months	\$3,600.00
Other paid assistance	\$300.00
Telluride Institute Admin overhead (10%) includes bookkeeping, phone, etc.	\$2,500.00
<b>Advertising, Marketing, PR</b>	
Regional, Local - newspapers, telluride inside, lots on KOTO	\$3,000.00
<b>AV and Media Needs</b>	
Personnel (Dean Rolley is \$30/hr for non-profits)	\$600.00
Equipment (projector - checking on whether included or not)	\$200.00
Event recording (\$25/hr in addition to Dean's rate)	\$375.00
<b>Event Food:</b>	\$400.00
9-Sep Informal - downstairs Sheridan	
10-Sep Breakfast items - Sheridan Opera House	fee to cover
10-Sep Lunch - on your own at local restaurants	
10-Sep Dinner - reception? Working snacks for charette	
11-Sep Breakfast items - Sheridan Opera House	fee to cover
11-Sep Snacks to finish?	
<b>Warehouse pot luck</b>	\$500.00
<b>Facility Rental</b>	
Sheridan Opera House - Fri - Sun	\$2,100.00
<b>Event support</b>	
Babysitting services participants	\$500.00
<b>Supplies</b>	
Office: easel or larger paper, markers, etc.	\$100.00
Stage dressing / Flowers	\$100.00
Welcome Package	\$50.00
Event supplies (name tags, etc.)	\$50.00
<b>Printing &amp; Publications</b>	
Flyer: for local posting (any mailing?)	\$150.00
Graphic design for marketing materials	\$100.00
<b>Travel</b>	
Jonathon Rose - NY - MTJ - NY?	\$700.00
Other speakers travel	\$500.00
Local travel reimbursements	\$400.00
Lodging	
Jonathon Rose	\$600.00
Other lodging	\$400.00
Volunteer/Staff Appreciation	\$150.00
Contingency	\$425.00

Income less expenses	<b>\$25,000.00</b>
	\$0.00

# Memo

Agenda Item 10

To: Mayor and Town Council  
From: James Mahoney  
CC: File  
Date: May 12, 2016  
Re: Lot 640A Term Sheet with Adams Ranch MV LLC

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In your packets you will find a draft non-binding term sheet that offers the high level points on a potential purchase and sale of land associated with Lot 640A and adjacent open space which would result in the Town receiving a plot of land approximately 1.42 acres in size for a park site.

Our office has reviewed and amended the term sheet to be consistent with the land use process as the sale would be contingent upon Adams Ranch MV LLC receiving replat, density transfer and other land use approvals along with executing a land and open space credit agreement with TSG as TSG open space would be necessary to effectuate the land swap. As you know, the Town cannot pre-approve any such land use applications; thus, the term sheet reflects this reality.

As to the substantive terms set forth in the term sheet, those must be reviewed and considered by Town Council as the governing body and our office does not have any recommendation as to the adequacy of the terms as that is solely a Town Council determination.

Town Council has several options in considering this term sheet: First, it could accept the term sheet as written, which would form the basis for the Town and Adams Ranch MV LLC to start drafting a binding Purchase and Sale Agreement for Town Council's consideration at a future meeting. Second, Town Council could request revisions to the terms which Adams Ranch MV LLC would need to consider and agree to, which if agreed to would also form the basis for a binding Purchase and Sale Agreement. Finally, Town Council could reject the term sheet.

## LOT 640A TERM SHEET

This Term Sheet, between the Town of Mountain Village, a home rule municipality and political subdivision of the State of Colorado (the “Town”) and Adams Ranch MV LLC (the “Seller”), is a non-binding term sheet setting forth the basis of understanding for the Parties, as they pursue a Purchase and Sale Agreement between them for the completion of the transaction contemplated herein:

1. The Town in an effort to provide a local park consistent with the desires of the residents of the area in lower Mountain Village known as the “Meadows”, wishes to purchase a portion of Lot 640A and a portion of OSP-35A as reflected on the attached Exhibit “A” and labeled as Tract C – Park Parcel, totaling approximately 1.42 acres.
2. The Purchase Price for the Town’s purchase of Tract C will be \$750,000.00, and closing shall take place no later than 30 days following the final approval of Seller’s Application for Rezone, Replat, Conditional Use Permit and Density Transfer (the “Application”) by the Town and following the final disposition of any legal or legislative challenge time periods as provided under applicable law, under terms acceptable to the Town and Seller. There are no brokers representing the parties, and the parties will seek a Real Estate Transfer Assessment Exemption from TMVOA due to the deed restricted nature of the property and the exempt status of the Town.
3. The Application will include the following:
  - a. A replat of Lot 640A and OSP-35A into four (4) lots: a) Tract A – the Hillside Open Space Lot, b) Tract B – the Development Site zoned class 3 active open space, c) Tract C – the Park Parcel, zoned class 3 active open space and d) Tract D – the Remainder of OSP-35A.
  - b. The Application will also seek approval of abatement of the remaining required additional 15 water and sewer tap fees required to develop the property at 45 units.
  - c. The Application will also seek a waiver of all other Town imposed application fees and costs, but shall not be a waiver of building permit fees, use tax or fees and taxes imposed by other governmental or quasi-governmental entities which are entitled to impose fees or taxes..
  - d. The Application shall also include the Rezoning of the entirety of Tract B and Tract C into Class 3 Full Use Active Open Space, Rezoning of Tract A to Class 1 or Class 2 Limited Use Active Open Space, and a Density Transfer from the Town density bank increasing the employee housing zoning from 30 units (90 density points) to 45 units (135 density points). The Employee Housing Deed Restriction that exists on the property will be extended to include these additional units.
  - e. The Application shall also seek a conditional use permit to allow for the construction of Employee Housing on Class 3 Full Use Active Open Space.
  - f. The Application shall also seek a demolition permit approval that will require that the existing improvements on Lot 640A begin demolition within 60 days following the closing of the Town’s purchase of Tract C at the Seller’s sole cost and expense with completion of demolition within 180 days of closing. In the event the Seller receives approval of a demolition permit, the Seller shall be

- required to escrow funds at closing on the sale of Tract C, guaranteeing the demolition of the existing improvements, which would also allow Seller to draw down such escrowed funds for the demolition.
- g. The Application will seek vested property rights for a period of 5 years.
  4. The Application will require an Amended Agreement (the “Agreement”) between the Seller and the Telluride Ski and Golf Company (“Telski”), the owner of OSP-35A. The Agreement will include a) an agreement to swap the Tract A Parcel for the part of OSP-35A that will become a part of Tract C, b) an agreement to relocate the Utility Easement on the west side of the property as is depicted on Exhibit A, and c) an agreement to transfer the development credit attributable to the increase in Open Space and established by the Rezone, in its entirety, to Telski.
  5. In the even the Seller does not obtain approval for the Agreement with Telski or does not obtain approval of the Application upon terms and conditions satisfactory to the Seller, which do not include any additional public benefit requirements by the Town, the Seller may terminate this transaction without penalty.
  6. The Parties also agree that at closing of the sale of Tract C to the Town, the parties will execute the following easement or license agreements:
    - a. The Town will be granted a license agreement to allow for public use of the area currently maintained as a park area on Lot 640A and OSP-35A until a building permit is issued for the construction of the 45 unit project.
    - b. Upon issuance of a building permit for Tract B, the Seller will be granted a construction license which will allow the Seller/Applicant to utilize the existing park area as a “lay down” area and construction site storage. The parties acknowledge that access to and use of the existing park area and Tract C, may be disrupted by the use of the lay down area; however, this period shall not extend for more than 24 months from the issuance of a building permit for the improvements on Tract B.
    - c. Seller shall grant to the Town a perpetual access and utility easement over a portion of Tract B in order to allow for access to Tract C. The parties may also mutually agree upon a parking easement for parking on Tract B for the benefit of Tract C; however, this easement is not required unless mutually agreed to by the Parties.
  7. Prior to the issuance of the first certificate of occupancy on the Parcel B project, the Applicant will be required to re-grade the new park site on Tract C and create as large of a plateau as possible based upon Town agreed upon grading limits (to be determined by the Town), as confirmed by an architect or civil engineer. The re-grading will include a raked surface finish suitable for grass seed. Under no circumstances will the Seller be required to make any additional improvements to the new Park Parcel, including but not limited to installation of retaining walls. Nor will Seller be required to contribute further funds to the Park Project.
  8. Nothing contained herein is intended to, nor shall it, obligate the Town to approve the Application. Seller’s requirement to close on the sale of the Park Parcel to the Town is contingent upon the Seller securing final approval of the Application on terms and conditions that are acceptable to the Seller in its discretion. If the Application is not

approved by \_\_\_\_\_ or such later date mutually acceptable to the parties, Seller may terminate this Term Sheet.

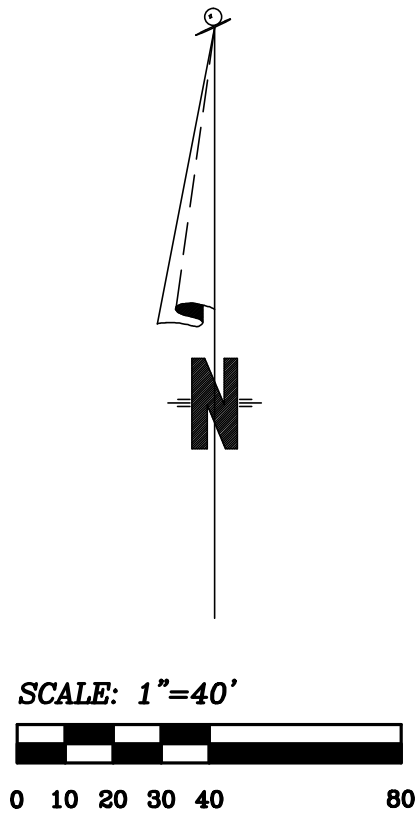
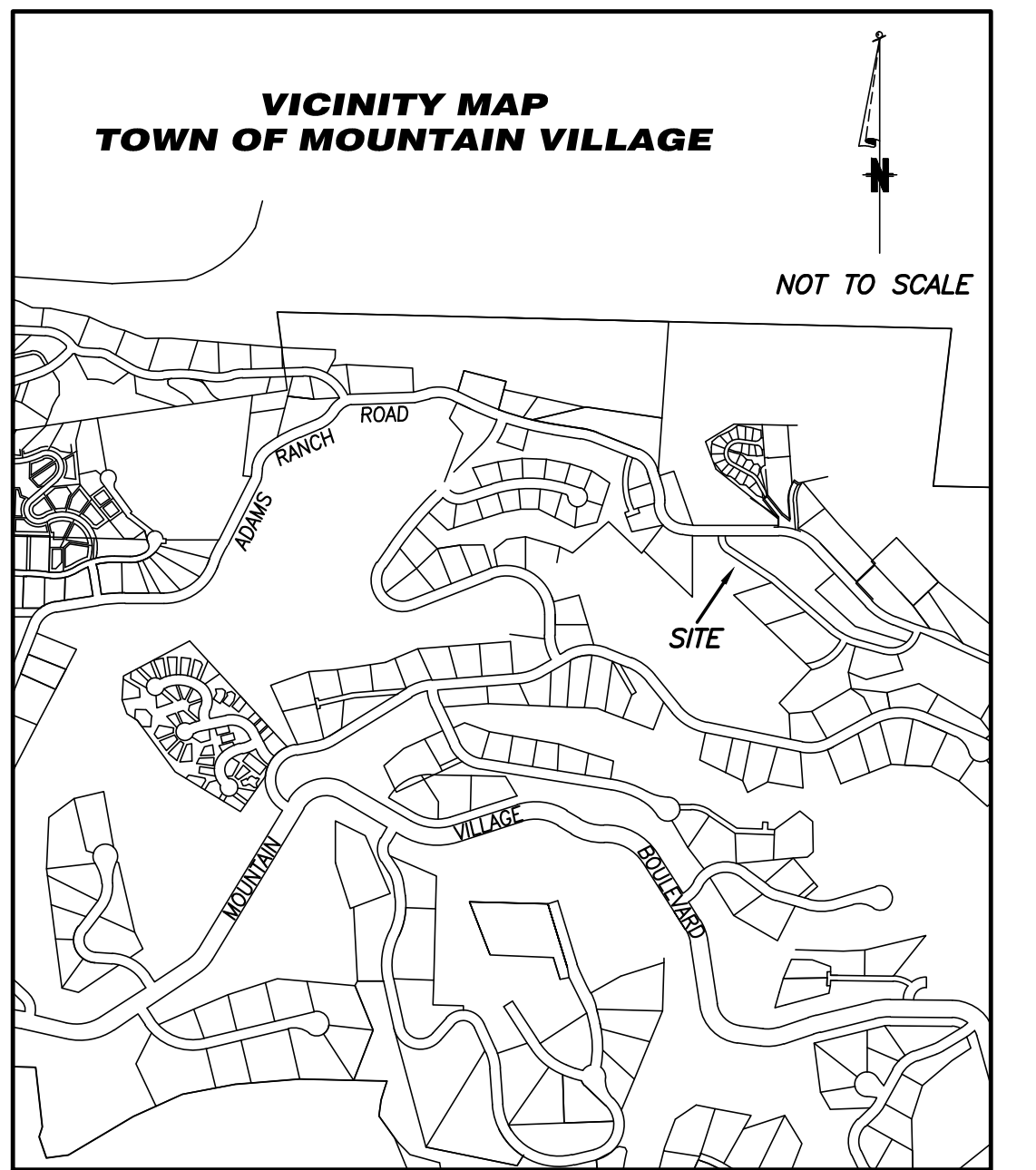
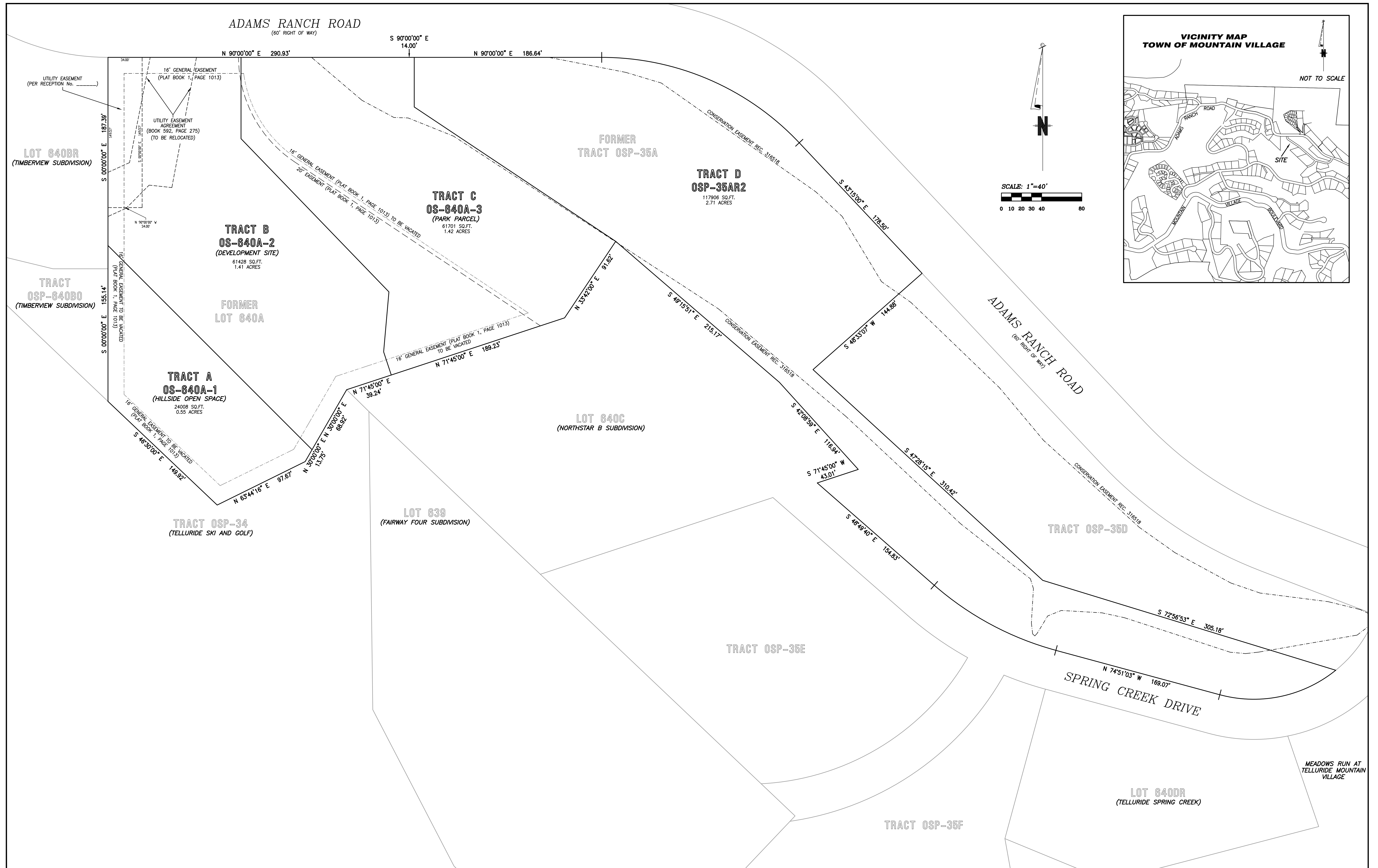
Executed this \_\_\_\_ day of May, 2016 By:

**ADAMS RANCH MV, LLC**

\_\_\_\_\_  
By: Randy Edwards, Partner

**TOWN OF MOUNTAIN VILLAGE, a Home Rule municipality**

BY: \_\_\_\_\_  
Dan Jansen, Mayor



Lot 640A-1, Lot 640A-2, Tract OSP-640A,, Tract OS 35AR1 and Tract OSP-35AR2, a Replat of Lot 640A and Tract OSP-35A, Town of Mountain Village, located within Section 33, T.43N, R.9W., of the N.M.P.M., in the County of San Miguel, lying within the incorporated town of the Town of Mountain Village, Colorado.

Project Mgr:	DB
Technician:	MC
Checked by:	
Start date:	07/09/2012

Rev.	description	date	by
1	related property boundaries to coincide with 7/17/12 submitter	7/17/12	db
2	released for 7/17/12 submitter, no change from 7/17/12 document	7/17/12	db
3	revised to reduce development parcel and add new OS Tract	7/26/12	db

**FOLEY ASSOCIATES, INC.**  
ENGINEERING · PLANNING · SURVEYING

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

Drawing path: dwg\Replat 07-12.dwg

Sheet 1 of 1 Project #: 80131



# Memo

Agenda Item 11

To: Mayor and Town Council  
From: James Mahoney  
CC: File  
Date: May 12, 2016  
Re: Long Term Gondola Plaza Funding Agreement

- 
1. In your packets you will find a Long Term Gondola Plaza Funding Agreement between the Town, TMVOA and TSG. The history and rationale for this agreement is as follows:
    - a. TSG owns the gondola plaza (elevated area over lift ticket and ski school building where gondola terminals are located).
    - b. The Town has an easement over the gondola plaza for gondola related access and operations.
    - c. The Gondola Plaza is sealed and snow melted, which is a benefit to the Town and TSG. Last fall, TSG replaced the boilers serving the building and the snowmelt system and a percentage reimbursement for that cost is included in the agreement along with a percentage reimbursement for sealing of this plaza area and roof which is occurring this spring, which was also undertaken by TSG.
    - d. Due to the easement specifically benefiting gondola operations, and the fact that TMVOA funds gondola operations, all parties felt it was appropriate that the costs related to maintenance, repairs, upgrades etc...of the gondola plaza were appropriate to allocate to the gondola's budget; therefore, it was appropriate to get TMVOA to sign off on this concept due to their role as the funding partner.
    - e. The Town and TSG also wished to address funding and responsibilities related to other elements in this area, such as the stairwell, elevators and bathrooms which aren't related entirely too just the Gondola. Therefore, a 50/50 split between the Town and TSG seemed appropriate for these and similar items and is what has historically occurred without a written agreement.
    - f. There is also an element which is 100% Town obligation, which is the snowmelt that is on the lower plaza at the bottom of the stairs leading

from gondola plaza which is connected to the same boilers and system.  
This is a small percentage, but is a Town cost.

- g. We dated this agreement to run to the earlier of development of lot 161CR or 2027, which is the date that relates to the funding and operation of the gondola and it is uncertain what will happen beyond that point in time. The reason the development of lot 161 CR is a trigger for possible termination is that any development there would likely tie into the gondola plaza, thus, it may change the nature of how that plaza is uses and thus, funded.
2. Although this has been a long time in the works, Town staff believes this is a reasonable agreement and that the costs are allocated as fairly as possible given the circumstances.

Motion:

- A. Approval: I move to approve the Long Term Gondola Plaza Funding Agreement between the Town, TMVOA and TSG as presented.

## **GONDOLA PLAZA FUNDING AND MAINTENANCE AGREEMENT**

**THIS GONDOLA PLAZA FUNDING AND MAINTENANCE AGREEMENT** (“Maintenance Agreement”) is entered into and made effective as of this \_\_\_\_\_ day May, 2016 (“Effective Date”) by and between **TSG GONDOLA, LLC**, a Delaware limited liability company (“TSG”), **Telluride Mountain Village Owner’s Association**, a Colorado non-profit corporation (“TMVOA”) and **TOWN OF MOUNTAIN VILLAGE**, a home-rule municipality and political subdivision of the State of Colorado, (“Town”).

### **RECITALS**

- A.** TSG is the owner of Lot 53A and buildings on Lot 53A (except Gondola Terminal Buildings), Town of Mountain Village, which includes ticketing, day care, office space, the gondola plaza, and other facilities.
- B.** Pursuant to an Easement Agreement recorded 3/30/92 at Reception Number 275981, Telco, TSG’s predecessor in interest, granted to the Gondola Transit Company, Town’s predecessor in interest, an 80 foot wide non-exclusive, perpetual easement to build the gondola and also for ingress/egress to the gondola as well as repair and maintenance of the gondola as well as the easement area (“1992 Easement”).
- C.** On April 24, 1996, a Replat of Lot 53A was recorded at Reception No. 304817 showing the location of the 1992, 80 foot Easement on Lot 53A across the upper level of the Gondola Plaza, as depicted on Exhibit A attached hereto and incorporated herein.
- D.** Pursuant to a Bill of Sale – Gondola Terminal Structures and Grant of Easement, recorded on 12/30/96 at Reception Number 309740 (“Gondola Plaza Easement”), the Town, as successor, is the recipient of the gondola terminal structures, consisting of “all building components located above the grade of the upper gondola plaza and surrounding the gondola terminal facilities” associated with both legs of the gondola extending from Station Mountain Village to Station St. Sophia and from Station Mountain Village to Station Village parking.
- E.** Further, pursuant to the Gondola Plaza Easement, the Town is the grantee and beneficiary of a perpetual, non-exclusive easement for the following uses: “(1) on, over and across the upper level gondola plaza, located on Lot 53A for all uses related to operating, maintaining and repairing the gondola; (2) for use of the public restrooms located on Lot 53A; and (3) for use of the elevator located on Lot 53A.”
- F.** Various facilities serve the Gondola Plaza, including a flat, snow-melted walking surface; the entire area of the upper gondola plaza level (“Upper Gondola Plaza”), boilers and snow melt system, bathrooms, stairs, elevator and other facilities (collectively the “Gondola Plaza Facilities”).

- G. Neither the Gondola Plaza Easement nor the 1992 Easement address the funding or cost sharing for any of the Gondola Plaza Facilities.
- H. TMVOA under agreements between the Town and TMVOA funds the operation, repair and maintenance of the Gondola Transit System and its related capacities. Therefore funding obligations related to the Gondola Plaza Easement and Gondola Plaza Facilities directly impact TMVOA and TMVOA's funding obligations.
- I. The parties desire to enter into this long term Maintenance Agreement in order to apportion each party's respective funding, maintenance, repair and other responsibilities with respect to the Gondola Plaza Easement and the Gondola Plaza Facilities.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Upper Gondola Plaza – Routine Maintenance.

On an annual basis, which shall occur by no later than August for the purpose of ascertaining maintenance needs for the following fiscal year, TSG shall assess and inspect the Upper Gondola Plaza for regular maintenance needs, including but not limited to, prevention and repair of D-cracking, spalling, leaks, water damage, snow damage, and other such damage that may result from the elements on a yearly basis ("Routine Maintenance"). Based on such annual inspections, TSG shall, on or before September 1 of each year, provide the Town with an assessment of the required Routine Maintenance costs ("Annual Assessment"). Upon receipt of the Annual Assessment, the parties shall confer within thirty (30) days to agree on necessary Routine Maintenance to occur in the following fiscal year. Upon mutual agreement, TSG shall perform, or hire a third-party contractor to perform, all Upper Gondola Plaza Routine Maintenance. The apportionment of all Upper Gondola Plaza Routine Maintenance work shall be based on the following percentages: (A) TSG twenty-three percent (**23%**) and Town seventy-seven percent (**77 %**), as further depicted and shown on Exhibit B, attached hereto and incorporated herein. TMVOA acknowledges that 100% of the Town costs set forth in this section shall be allocated to the Town's gondola budget and shall be funded by TMVOA. Upon completion of the re-surface work by TSG or a contractor hired by TSG, TSG shall invoice the Town for 77% of its costs, which shall be paid by the Town within 45 days of receipt of such invoice. The parties agree that any and all repair and maintenance work pursuant to this section shall occur, as may be reasonably possible, outside the operating hours of the gondola transit system.

2. Upper Gondola Plaza Re-surfacing.

The Parties agree that the Upper Gondola Plaza Surface is in need of a re-resurfacing. The area in need of a resurface includes the entire Upper Gondola Plaza area shown on Exhibit B. The cost of this re-surfacing is estimated to be \$166,400, and shall be apportioned between the Parties per the agreed allocation of 77% to the Town and 23% to TSG. TMVOA acknowledges that 100% of the Town costs set forth in this section shall be allocated to the Town's gondola budget and shall be funded by TMVOA. TSG shall perform, or hire a third-party contractor to perform, all re-surfacing work. Upon completion of the re-surface work by TSG or a contractor hired by TSG, TSG shall invoice the Town for 77% of its costs, which shall be paid by the Town within 45 days of receipt of such invoice. The parties agree that any and all repair and maintenance work on Lot 53A shall occur, as may be reasonably possible, outside the operating hours of the gondola transit system.

3. Boiler Replacement Work.

- a. Total Cost. The parties agree and acknowledge that the boilers, which currently serve the Lot 53A building, the Gondola Terminal Facilities, the Upper Gondola Plaza snow melt facilities, and the ground level snowmelt, were at the end of their useful life and in need of replacement. The parties acknowledge that TSG contracted with Clearly Mechanical and PDG Welding to remove the existing boilers and replace them with new boilers, which are isolated such that two (2) identifiable and separate boilers will serve the Lot 53A building, and four (4) boilers shall serve the Upper Gondola Plaza snowmelt system (the "Boiler Replacement Work"). The cost of the Boiler Replacement Work was \$275,187, as evidenced by invoices and payments, already provided by TSG to the Town and TMVOA. The parties acknowledge that TSG has already paid Clearly Mechanical and PDG Welding in full, and that the costs shall be apportioned, and TSG shall be reimbursed, as set forth below.
- b. Apportionment. The Parties agree to apportion the costs of the Boiler Replacement Work as follows, and as further described and depicted on Exhibit C, attached hereto and incorporated herein:
  - i. TSG shall pay for \$91,729.00 representing 100% of the estimated cost of its share of removal and replacement for the two (2) boilers which serve the Lot 53A building.
  - ii. TSG shall also pay \$69,714.04, which represents
    1. 33% of the cost of the four (4) boilers which serve the Upper Gondola Plaza snowmelt system, shown in green on Exhibit C, as this area is outside the Gondola Easement and simply the roof area of the Lot 53A building; and

2. 5% of the cost of the four (4) boilers serving the ground level snowmelt, as in pink on Exhibit C. The actual percentage allocated to the pink area (ground level snowmelt) is actually 10% but the Town and TSG have agreed to split 50/50 the cost of this area because the area is on TSG land but the Town controls its use and it is a public use area.
      - iii. The Town shall pay \$104,571.06, which represents 57% of the four (4) boilers used for the snowmelt system which serves the Upper Gondola Plaza, as depicted on Exhibit C as the blue area, which is the area of the Upper Gondola Plaza within the Gondola Easement and served by the snowmelt system. TMVOA acknowledges that 100% of the Town costs set forth in this section shall be allocated to the Town's gondola budget and shall be funded by TMVOA.
      - iv. The Town shall also pay \$9,172.90, which represents 5% of the cost of the four (4) boilers serving the ground level snowmelt area, as depicted in the pink area on Exhibit C.
      - v. In the event there are either savings or additional costs for the Boiler Replacement Work, the parties shall share in such savings or costs in accordance with their respective percentages.
      - vi. Town shall reimburse TSG in these amounts, within thirty 45 days of receiving TSG's invoice. TMVOA acknowledges that 100% of the Town costs set forth in this section shall be allocated to the Town's gondola budget and shall be funded by TMVOA.
4. Ongoing Boiler Maintenance/Repair Costs. As set forth above, two boilers shall serve the Lot 53A Building, and the other four boilers will serve the Upper Gondola Plaza snowmelt system. The parties agree to apportion all maintenance and repair work in the same manner as set forth above in Section 3(b) and according to Exhibit C. In connection with the ongoing costs for operating and maintaining the boilers serving Gondola Plaza, TSG grants the Town a license for access to the boiler and related systems to enable the Town, its agents and contractors to monitor, repair, replace and maintain such boiler and related systems.
5. Boiler Gas, heat and Snowmelt Costs. Two boilers will exclusively serve the Lot 53A building. Four boilers will exclusively serve the Upper Gondola Plaza snowmelt system. However, the total gas bill for all six (6) boilers are actually read off of one main meter and billed directly from Souce Gas/Black Hills Energy to TSG. Therefore, each month, TSG shall pay the total boiler gas bill for all six boilers and then said costs shall be apportioned and reimbursed by the Town and TMVOA, as follows:

- a. TSG shall pay 100% of all gas bills associated with the two (2) boilers servicing the Lot 53A building.
  - b. The Town, funded 100% by TMVOA, shall pay 100% of all gas costs associated with the cost of heating the Gondola Terminal Buildings.
  - c. TSG, the Town and TMVOA shall share in the cost, per the apportionments described above in Section 3(b) and further shown on Exhibit C, for all gas that heats the snowmelt areas.
6. Other Operational Uses/Repair Maintenance. TSG and the Town agree to apportion 50/50 all other costs of repair and maintenance for all operational uses of the other Gondola Plaza Facilities, not specifically mentioned above, including the stairway leading to the Upper Gondola Plaza, the bathrooms and the elevator cleaning.
- a. Stairway Cleaning/Maintenance/Repair. The Town shall on a once a year basis clean all trash and debris from the stairway leading from the Upper Gondola Plaza down to the “Beach” area. The Town shall invoice TSG for fifty percent (**50%**) of its actual costs incurred in such yearly cleaning, which shall be paid within forty-five (45) days of receipt of such invoice. The Town and TSG acknowledge that TMVOA does not have any responsibility to reimburse either the Town or TSG for such costs.
  - b. Gondola Plaza Bathrooms and Elevator Cleaning. The Town shall contract with a third party cleaning company to clean the Gondola Plaza Bathrooms and Elevator on a re-occurring basis. The cleaning company hired by the Town shall have the ability to store cleaning supplies and re-stocking supplies in the storage closet directly adjacent to the Gondola Plaza Bathrooms. The Town shall also be responsible for performing all other maintenance of the Gondola Plaza Bathrooms on Lot 53A. The Town shall invoice TSG for fifty percent (**50%**) of the costs related to cleaning and maintenance of the Gondola Plaza Bathrooms, which shall be paid within thirty (45) days of receipt of such invoice. The Town and TSG acknowledge that TMVOA does not have any responsibility to reimburse either the Town or TSG for such costs.
  - c.
  - d. Bathroom Remodel. The parties acknowledge and agree that the parties intend to remodel the bathrooms for an estimated cost of \$60,000 to be split by the Town and TSG at fifty percent (50%) a piece. The Town shall contract for this remodel and shall invoice TSG for its percentage of this remodel which shall be paid within forty (45) days. The Town and TSG acknowledge that TMVOA does not have any responsibility to reimburse either the Town or TSG for such costs.
  - e.

- f. Elevator Maintenance. The Town shall contract with Otis Elevators or another similar contractor in order to have the elevator on Lot 53A serviced and maintained, as required by state and local laws. The Town shall invoice TSG for fifty percent (**50%**) of the costs to have the elevator serviced, which shall be paid within forty-five (45) days of receipt of such invoice. The Town and TSG shall also equally split the maintenance costs of the elevator building and associated components. The Town and TSG acknowledge that TMVOA does not have any responsibility to reimburse either the Town or TSG for such costs.
- g.
7. Terminal Structures. The Town shall be solely responsible for the gondola terminal structures above the plaza surface. Such costs shall be allocated to the Town's gondola budget, which is funded by TMVOA.
8. Lot 53A Structures. TSG shall be solely responsible for the maintenance of the building and associated structural elements, which house the TSG ticket offices, other offices, and daycare on Lot 53A, the "Resort Store" building adjacent to the elevator building on the Gondola Plaza level of Lot 53A and the "Atrium Building" at the center of the Gondola Plaza.
9. Term and Termination. This Maintenance Agreement shall be effective from the date first set forth above through December 31, 2027. This Maintenance Agreement may be terminated upon the occurrence of a submittal for a development plan for the adjacent Lot 161CR or the parcel identified as Parcel G on the Town's Comprehensive Plan as such development will impact the uses and therefore the maintenance and repair obligations on Gondola Plaza.
10. Emergency Repairs. The parties understand and agree that circumstances may arise wherein emergency repairs to the Gondola Plaza and Gondola Plaza Facilities are required. In these instances, the recognizing party shall provide Emergency Maintenance Notice of the necessity of repairs due to these circumstances and that repairs shall occur in no less than thirty-six (36) hours after provision thereof. If the receiving party of such Emergency Maintenance Notice fails to respond within 24 hours, the other party may proceed to commence such emergency repairs with the provisions for cost sharing as provided in paragraph 1(a) above.
11. Insurance. The parties agree that in all cases of repair work upon the Lot 53A area, appropriate general liability and workers compensation insurance for all employees performing such maintenance shall be maintained at all times in amounts as may be required by Colorado and U.S. law.



12. Relationship of the Parties. The Town and TSG agree that this Maintenance Agreement does not establish any agency, joint venture or partnership relationship between the parties.
13. Assignments and Sublicenses. This Maintenance Agreement shall not be assignable or transferable by any party except by prior written consent of the other parties.
14. Workmanship. The parties agree to undertake all maintenance and repair obligations in a good and workmanlike manner subject to all parties reasonable acceptance of such workmanship. If any party is dissatisfied with the workmanship of maintenance or repairs of a party, they may notify the party in writing of such dissatisfaction and the parties shall meet within ten (10) days of such notice to resolve any such workmanship issues.
15. Modification. This Maintenance Agreement may only be modified by the mutual written agreement of all parties hereto. No oral statement shall in any manner modify or otherwise effect the terms and conditions set forth herein.
16. Entire Agreement. The parties agree that this Maintenance Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all previous communications, proposals, representations and agreements whether oral or written relating to the subject matter hereof.
17. Disputes. This Maintenance Agreement shall be construed and governed by the laws of the state of Colorado without reference to Colorado's choice of law or rules with venue being proper for District Court of San Miguel.
18. Attorney's Fees. In the event of a litigation, mediation or similar dispute between the parties related to this Maintenance Agreement, the prevailing party shall be awarded its costs, including reasonable attorney's fees.
19. Annual Appropriation. All obligations of the Town pursuant to this Maintenance Agreement are subject to the annual appropriation of funds necessary to fulfill such obligations by the Town.

**IN WITNESS WHEREOF**, the parties have caused this Maintenance Agreement to be executed by their duly authorized representatives as of the date set forth above.

**TSG:**

**TSG GONDOLA, LLC**, a Delaware limited liability company

By: \_\_\_\_\_

**TMVOA:**

**Telluride Mountain Village Owners Association**, a Colorado non-profit corporation

By: \_\_\_\_\_  
Anton Benitez

**TOWN:**

**TOWN OF MOUNTAIN VILLAGE**, a Colorado home-rule municipality

By: \_\_\_\_\_  
Kim Montgomery, Town Manager

# Memo

Agenda Item 12

To: Mayor and Town Council  
From: James Mahoney  
CC: File  
Date: May 12, 2016  
Re: Crown Castle DAS Franchise Agreement

- 
1. In your packets you will find the Ordinance Adopting the Franchise Agreement with NewPath Networks. There were no changes to the Ordinance and Agreement as presented at first reading.

Motion:

- A. Approval: I move to approve on first reading an Ordinance adopting a Franchise Agreement with NewPath Networks for the installation of a dispersed antenna system.

**ORDINANCE NO. 2016 - \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE AMENDING ADOPTING A FRANCHISE AGREEMENT WITH NEWPATH NETWORKS, LLC FOR THE INSTALLATION OPERATION AND MAINTENANCE OF A DAS FACILITY WITHIN THE TOWN OF MOUNTAIN VILLAGE**

**RECITALS:**

- A.** The Town of Mountain Village (the “Town”), in the County of San Miguel and State of Colorado, is a home rule municipality duly organized and existing under the laws of the State of Colorado and the Town Charter.
- B.** The Town Council of the Town has determined that it is essential to the public health, safety and welfare of the Town, its residents, property owners and guests to enhance the cellular network capabilities within the Town.
- C.** NewPath Networks, LLC (“NewPath”) is a subsidiary of Crown Castle International Corp, and is a recognized leading provider of dispersed antenna systems (“DAS”). NewPath is also a licensed utility provider by the Colorado Public Utilities Commission making NewPath eligible to be granted a Franchise by the Town.
- D.** In order to improve and enhance the cellular network capabilities, the Town desires to grant a Franchise to NewPath for installation of a DAS within the Town according to the terms and conditions of the Franchise Agreement attached hereto and incorporated herein as Exhibit A.

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

**Section 1. Legislative Findings.**

The recitals to this Ordinance are adopted as findings of the Town Council in support of the enactment of this Ordinance.

**Section 2. The Franchise Agreement with NewPath is hereby adopted as set forth on Exhibit A attached hereto.**

**Section 3. Severability.**

If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application, and, to this end, the provisions of this Ordinance are declared to be severable.

**Section 4. Ordinance Effect.**

Existing ordinances or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and any and all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed, provided however, that the repeal of any ordinance or parts of ordinances of the Town shall not revive any other section of any ordinance or ordinances hereto before repealed or superseded and further provided that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance.

**Section 5. Safety Clause.**

The Town Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare of the citizens of the Town.

**Section 6. Effective Date.**

This Ordinance shall take effect on June 18<sup>th</sup>, 2016.

**Section 7. PUBLIC HEARING.**

A public hearing on this Ordinance was held on the 19<sup>th</sup> day of May, 2016, in the Town Council Chambers, 455 Mountain Village Boulevard, Mountain Village, Colorado.

**INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 21st day of April, 2016.**

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2016.**

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

By: \_\_\_\_\_  
DAN JANSEN, Mayor

ATTEST:

\_\_\_\_\_  
JACKIE KENNEFICK, Town Clerk

Approved As To Form:

\_\_\_\_\_  
James Mahoney, Assistant Town Attorney

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

1. The attached copy of Ordinance No. \_\_\_\_\_ ("Ordinance") is a true, correct and complete copy thereof.
2. The Ordinance was introduced, read by title, approved on first reading with minor amendments and referred to public hearing by the Town Council of the Town ("Council") at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on \_\_\_\_\_, 2016 by the affirmative vote of a quorum of the Town Council as follows:

<b>Council Member Name</b>	<b>"Yes"</b>	<b>"No"</b>	<b>Absent</b>	<b>Abstain</b>
Dan Jansen, Mayor				
Martin McKinley, Mayor pro-tem				
Bruce McIntire				
Dan Caton				
Laila Benitez				
Cath Jett				
Michelle Sherry				

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 \_\_\_\_\_, 2016, in accordance with Section 5.2b of the Town of Mountain Village Home Rule.

4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on \_\_\_\_\_, 2016. At the public hearing, the Ordinance was considered, read by title, and

approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

<b>Council Member Name</b>	<b>“Yes”</b>	<b>“No”</b>	<b>Absent</b>	<b>Abstain</b>
Dan Jansen, Mayor				
Martin McKinley, Mayor Pro-Tem				
Bruce McIntire				
Dan Caton				
Laila Benitez				
Cath Jett				
Michelle Sherry				

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

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

\_\_\_\_\_  
 JACKIE KENNEFICK, Town Clerk

(SEAL)

**EXHIBIT A**



**DAS FACILITY FRANCHISE AGREEMENT**

**by and between**

**Town of Mountain Village, a home-rule municipality and political subdivision of the state of Colorado**

**and**

**NewPath Networks, LLC**

Dated \_\_\_\_\_, 2016

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**SCHEDULES:**

<b>Schedule 1</b>	<b>Property</b>
<b>Schedule 2</b>	<b>Existing Agreements</b>

**EXHIBITS:**

<b>Exhibit A</b>	<b>Sample DAS Order</b>
	<b>Exhibit 1</b> <b>Network Description</b>
	<b>Exhibit 2</b> <b>Node Equipment and Locations</b>
	<b>Exhibit 3</b> <b>Hub Site</b>
	<b>Exhibit 4</b> <b>Fiber Network</b>
	<b>Exhibit 5</b> <b>Sample Resolution</b>
<b>Exhibit B</b>	<b>Notification of Removal by Franchisee</b>
<b>Exhibit C</b>	<b>Fiber Network Standards</b>

## **DAS FACILITY FRANCHISE AGREEMENT**

THIS DAS FACILITY FRANCHISE AGREEMENT is entered into as of the date fully executed below (“Effective Date”), by and between **Town of Mountain Village, Colorado**, a home-rule municipality and political subdivision of the state of Colorado (the “The Town”), and **NewPath Networks, LLC**, a New Jersey limited liability company (“Franchisee”).

### **RECITALS**

- A. WHEREAS, The Town is the owner, manager and operator of the land and premises identified in Schedule 1 hereto, including certain buildings and grounds (the “Property”), which Property includes buildings, utility infrastructure, signage, light standards, Fiber Network (if applicable) and other improvements identified in Schedule 1 hereto (herein “Structures”); and
- B. WHEREAS, The Town desires (i) to enhance the wireless communications services available at the Property and throughout the incorporated boundaries of the Town of Mountain Village through a more comprehensive solution on the conditions agreed to herein; (ii) to rely on the resources and experience of Franchisee to manage access to the Property and the Structures by the use of common facilities for all Wireless Carriers to minimize redundant use of the Structures and minimize the visual impact thereon; and (iii) to avoid unnecessary disruption and administrative burdens for The Town’s business and operations; and
- C. WHEREAS, Franchisee proposes to occupy a portion of certain of The Town’s Structures and Property for the purposes of creating a wireless communications network available for hire from Franchisee by Wireless Carriers; and
- D. WHEREAS, The Town is authorized to grant one or more Franchises to Franchisee to make Attachments to The Town’s Structures and to occupy a certain portion of the Property in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby covenant and agree as follows:

### **AGREEMENT**

- 1. **Definitions**. For all purposes of this Agreement, the following terms shall be defined as follows:
  - a. **Additional Services** shall have the meaning set forth in Section 2.e.
  - b. **Affiliate** shall mean any entity which directly or indirectly controls, is controlled by or is under common control with the referenced entity.
  - c. **Agent** shall mean any directors, trustees, officers, employees, affiliates, agents, assigns, successors, representatives, contractors or subcontractors of a Party.
  - d. **Agreement** shall mean this DAS Facility Franchise Agreement and all DAS Orders executed hereunder, each as amended.
  - e. **Alternate Location** shall have the meaning set forth in Section 6.b.
  - f. **Attach** shall mean to install, connect or construct Attachments on, at or in a Structure pursuant to a DAS Order.
  - g. **Attachments** as used herein shall include antenna, wire, fiber optic, telecommunications and/or coaxial cable, Nodes and other wireless communications equipment attached and maintained upon a Structure pursuant to a DAS Order.

- h. **Carrier Agreement** shall mean a binding contractual commitment between Franchisee and a Wireless Carrier to utilize the System.
- i. **Council** shall have the meaning set forth in Section 5.a.
- j. **Cure Period** shall have the meaning set forth in Section 10.a.
- k. **DAS Order** shall have the meaning set forth in Section 2. “DAS Order” shall also refer to amended DAS Orders.
- l. **Defaulting Party** shall have the meaning set forth in Section 10.a.
- m. **DPDS** shall have the meaning set forth in Section 5.a.
- n. **DRB** shall have the meaning set forth in Section 2.c.
- o. **Effective Date** shall mean the date set forth in the Preamble.
- p. **Environmental Law** shall mean any Law regulating the presence of Hazardous Materials on or relating to the Property, including the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; or state or local Law analogous thereto.
- q. **Existing Agreements** shall mean the agreements identified in Schedule 2 hereto, each between a Wireless Carrier and The Town in full force and effect as of the Effective Date for the operation of Wireless Carrier facilities on the Property.
- r. **Fiber Network Standards** are set forth in Exhibit C hereto.
- s. **Force Majeure** shall mean any event beyond the control of either Party and which is relied upon by either Party as justification for delay in, or as excuse from complying with, any obligation required of the Party under this Agreement, including, but not limited to: (i) an act of God, war, terrorism, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates or otherwise affects this Agreement, the operation of, or any permits or licenses associated with or related to, the obligations hereunder; (iii) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county or local law, rule, permit, regulation or ordinance after the date of execution of this Agreement, applicable to the obligations hereunder, including, without limitation, such changes that have a substantial or material adverse effect on the cost of performing the obligations herein; (iv) any work stoppages, strikes, picketing, labor dispute, or similar activities at the Property; (v) the institution of a legal or administrative action or similar proceeding by any person or entity that delays or prevents any aspect of the obligations to be performed by either Party hereunder.
- t. **Franchised Structure** shall mean a Structure upon which an Attachment has been made and is maintained thereupon by Franchisee pursuant to this Agreement.
- u. **Franchisee** shall have the meaning set forth in the Preamble.
- v. **Franchisee’s Fiber Network** shall mean dark fiber capacity on Franchisee’s fiber optic network or related or unrelated conduit installed throughout the Property and identified and dedicated for Franchisee’s use through a DAS Order.
- w. **Government Authority** shall mean the United States of America, the state, commonwealth, tribal unit, county, parish, town, or other municipality in which the Property is located and any governmental entity

exercising executive, legislative, judicial, regulatory or administrative functions of, over or pertaining to the System or the Property.

- x. **Government Permits** shall mean all certificates, permits or other approvals which may be required from any Government Authority necessary for the construction and operation of the System.
- y. **Hazardous Materials** shall mean (i) any explosive or radioactive substances or waste, petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls; (ii) any 'hazardous substances,' 'extremely hazardous substance,' 'hazardous chemical,' 'toxic chemical,' 'hazardous waste' or 'pollutant,' each as defined under Environmental Law; and (iii) any substance or waste regulated under any Environmental Law.
- z. **Hub Site** shall mean the exterior or interior space used by Franchisee, which may or may not be leased by The Town to Franchisee (if leased from The Town it shall require a separate written lease agreement between the Parties) and identified in a DAS Order: (i) for the installation of Franchisee's equipment for the operation and control of the System; and (ii) to be licensed to Wireless Carriers for the placement and operation of their equipment required for use of the System.
- aa. **Initial Application** shall have the meaning set forth in Section 5.a.
- bb. **Initial Term** shall have the meaning set forth in Section 3.
- cc. **Laws** shall mean any administrative, judicial, legislative or other statute, law, ordinance, Government Permit, regulation, rule, order, decree, written pronouncement, writ, award or decision of any Government Authority.
- dd. **Node** shall mean a radio access node of the System, generally consisting of an antenna, equipment box, cabling connecting the antenna and equipment box and related attachments.
- ee. **Non-Defaulting Party** shall have the meaning set forth in Section 10.a.
- ff. **Parties** or **Party** shall mean The Town and Franchisee.
- gg. **Person** shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, limited liability company, unincorporated organization or government or any agency or political subdivision thereof.
- hh. **Primary Purpose** shall have the meaning set forth on Schedule 1 hereto.
- ii. **Property** shall have the meaning set forth in the Recitals.
- jj. **Radio Space** shall be the locations on, in or at a Structure to be occupied by any Attachments for operation of the System, including the Hub Site space.
- kk. **Renewal Term** shall have the meaning set forth in Section 3.
- ll. **RF** shall mean radio frequency energy, whether or not associated with operation of the System.
- mm. **Structure Manager** shall mean The Town's designated manager for managing and administering, on behalf of The Town, the Attachments and the System.
- nn. **Structures** shall have the meaning set forth in the Recitals.
- oo. **Subsequent Applications** shall have the meaning set forth in Section 5.a.ii.
- pp. **System** shall mean collectively the small cell network, including distributed antenna system (DAS), constructed by Franchisee under a DAS Order for the purpose of providing RF coverage in and about the Property, including Franchisee's System equipment at the Radio Space and all Attachments, power lines,

four(4) hours of battery backup power generation for the Hub Site, coaxial, fiber optic and telecommunications cables and other associated equipment, including equipment owned and operated by Wireless Carriers, located throughout the Property and at the Hub Site and operated by Franchisee on a commercial, for-profit basis to provide services to Wireless Carriers.

- qq. **Term** shall have the meaning set forth in Section 3.
- rr. **Term Commencement Date** shall mean either the earlier of (1) the Threshold Wireless Carrier Agreement is fully executed or (2) the date twelve (12) months following the Parties' execution of this Agreement.
- ss. **The Town** shall have the meaning set forth in the Preamble.
- tt. **The Town's Fiber Network** shall mean dark fiber capacity on The Town's fiber optic network or related or unrelated conduit installed throughout the Property and identified and dedicated for Franchisee's use through a DAS Order.
- uu. **Threshold Wireless Carrier** shall have the meaning set forth in Section 5.
- vv. **Wireless Carrier** shall mean a wireless cellular provider offering communications services to the public, including commercial mobile radio service (CMRS), cellular, personal communications service (PCS), wireless broadband (wireless broadband shall not include standalone wireless internet provider only providing broadband access, which shall be allowed only with the written consent of The Town), telematics and wireless data carriers. The Town shall not be considered a Wireless Carrier to the extent it provides any such services for its own internal use or wireless broadband service.

2. **Grant of Franchise.** On the terms and conditions set forth in this Agreement from time to time upon the Parties' mutual execution and delivery of a DAS Order substantially in the form attached to this Agreement as Exhibit A (a "DAS Order"), The Town grants a non-exclusive right, privilege and authority to Franchisee, to install, maintain, monitor and operate within (a) the Radio Space described therein and (b) if applicable, the Fiber Network in the quantity and length identified in such DAS Order. The Town agrees, subject to the conditions in this Agreement, that, by way of the DAS Order, it will permit Franchisee (i) to place, operate and maintain Attachments within the Radio Space on Leased Structures in order to operate its System, and (ii) if applicable, to use the Fiber Network as a transmission medium to provide communication services and lit fiber transport capacity as appropriate for the operation of the System. Franchisee agrees that its Attachments will be used only in connection with Franchisee's construction, operation and maintenance of the System. Franchisee expressly recognizes that the Structures are used and are to continue to be used by The Town for the Primary Purpose, and that Attachments are and will continue to be secondary and subordinate to The Town's use of its Structures for its Primary Purpose.

- a. **System Additions.** Franchisee shall have the right, subject to approval of The Town and the provisions of this Agreement, to (i) attach to any additional Structure; or (ii) add additional Attachments to any Structure; and, if applicable, use additional portions of the Fiber Network, upon the Parties' execution of an amended DAS Order. Franchisee shall have exclusive right to the use of the Franchised Structures for purpose of operating a System on the Property.
- b. **Limitations.** Regardless of its duration, Franchisee's use of a Structure shall not vest in Franchisee any ownership rights in the Structure. In addition to the Existing Agreements, the right to Attach herein granted shall at all times be subject to any pre-existing contracts and arrangements, written notice of which The Town provides to Franchisee in advance of the Parties' executing a DAS Order. Nothing herein contained shall be construed to compel The Town to maintain any of its Structures for a period longer than is necessary for its Primary Purpose.
- c. **Consents.** The Town represents that it is authorized to grant to Franchisee the right to Attach and that The Town has authorized the Structure Manager, subject to Section 5.a, to grant DAS Orders on its behalf consistent with the terms of this Agreement. No consent or approval of any third party, other than the Design Review Board ("DRB") and Council (as defined below), is necessary for The Town to execute this

Agreement or perform the obligations hereunder for the Term of this Agreement. Franchisee will be responsible at its expense for securing all Government Permits necessary for the installation and operation of the System.

- d. **Exclusive Marketing Rights.** The Town hereby designates Franchisee as the point of contact regarding discussions and dealings with Wireless Carriers in connection with their wireless telecommunication needs at the Property, including siting, installation, development, use and management thereof, whether by distributed antenna system, rooftop, tower or otherwise. The Town shall require all Wireless Carriers requesting use of, or expressing an interest in using, the Property to provide wireless telecommunications service thereon to consult with Franchisee and grants to Franchisee the right to negotiate on The Town's behalf with all Wireless Carriers in this regard. During the Term, except as provided in Section 2.e below, The Town shall not grant a lease, license or similar agreement during the Term to any Wireless Carrier or commercial wireless infrastructure provider for the purposes of installing a wireless telecommunications system at the Property. The Town reserves the right to continue, modify or terminate the Existing Agreements as it determines in its sole discretion.
  - e. **System Expansion.** The Town and Franchisee acknowledge and agree that increased demand, changes or advances in wireless technology, among other reasons, during the Term may cause The Town or Wireless Carriers to desire expansion of the System or the provision of additional wireless network coverage or capacity on the Property (collectively, "Additional Services"), and Franchisee shall have the exclusive right to provide the Additional Services, as set forth herein. In the event Additional Services are desired by The Town, The Town shall provide a written Proposal to Franchisee setting forth its coverage, technology and other objectives (the "Objectives"). Franchisee shall provide a written Proposal ("Proposal") for the provision of Additional Services within ninety (90) days following receipt of such Objectives from The Town. In the event a Wireless Carrier desires Additional Services, Franchisee shall provide a Proposal to The Town for review. In the event that The Town accepts Franchisee's Proposal (as may be modified by mutual consent), the Parties agree to execute a mutually acceptable amended DAS Order. In the event that (i) Franchisee declines to provide the Additional Services, or (ii) following good faith negotiations, The Town and Franchisee cannot reach agreement on the provision of Additional Services within one hundred eighty (180) days following delivery of Franchisee's Proposal, then The Town shall be free to enter into agreements with any third party for Additional Services but subject to Objectives substantially similar to those set forth in the original request. Notwithstanding the provisions of this section, The Town shall have no obligation whatsoever to allow any Additional Services and Franchisee shall have no obligation to effect or right to require such expansion.
3. **Term.** This Agreement shall commence on the Effective Date and shall continue in effect for a period of ten (10) years following the Term Commencement Date (the "Initial Term") unless previously terminated pursuant to the provisions herein; each DAS Order will commence on the "Order Effective Date" set forth thereon. The Agreement shall automatically renew for three (3) additional five (5) year terms (each a "Renewal Term", collectively with the Initial Term, the "Term"), unless either Party provides written notice to the other Party of its intent not to renew not less than one hundred eighty (180) days prior to the expiration of the then-current Term. The term of any DAS Order shall, unless previously terminated pursuant to the provisions of this Agreement, continue in effect until the end of the Term and the terms of this Agreement shall be incorporated into each such DAS Order.
  4. **Consideration, Franchise Fee and Taxes.** In consideration for The Town's entering into this Agreement and granting the DAS Orders to Franchisee throughout the Term, Franchisee shall provide the following consideration to The Town:
    - a. **Consideration.** In consideration for (and pursuant to the terms and conditions of this Agreement): (i) its construction at Franchisee's cost of the System; (ii) marketing the System to Wireless Carriers in order to increase the number of Wireless Carriers providing coverage to the Property; (iii) deployment of neutral host technology which reduces the visual impact, consumption of Attachment space and limiting disruption to The Town's Primary Purpose; and (iv) serving as the manager and single point of contact for Wireless Carriers, eliminating the administrative burden on The Town's organization, Franchisee shall be entitled to bill and keep all revenues of the System except as set forth in Section 4.b of this Agreement.

- b. **Franchise Fee.** At any time after the first three (3) years of the Effective Date of this Agreement, The Town may, in its sole and absolute discretion, elect to charge Franchisee, a “Franchise Fee” for the use of the Property and Structures as contemplated by this Agreement which are valuable public assets acquired and maintained by The Town at a great expense to its taxpayers, residents and guests. In the event The Town elects to impose a Franchise Fee, The Town shall do so by adopting an ordinance setting the Franchise Fee as a percentage of net revenues of the System not to exceed five percent (5%). The Franchise Fee shall not exempt Franchisee from the payment of other lawful fees and taxes. If imposed, the Franchise Fee shall be collected and paid to The Town by the Franchisee quarterly. Any transaction or arrangement between Franchisee and any Wireless Carrier using the System, which has the effect of circumventing payment of the Franchise Fee or evasion of payment of the Franchise Fee by any means is prohibited. The Franchise Fee shall be considered a payment for the use of the Property and Structures.
  - c. **Reports.** If The Town elects to charge a Franchise Fee, Franchisee shall provide The Town with an opportunity to (i) review copies of all Carrier Agreements within fourteen (14) days of entering such agreements during normal business hours at Franchisee’s Denver, Colorado office; or (ii) upon request; Franchisee shall arrange temporary electronic access for two (2) people selected by The Town to view all Carrier Agreements. In addition, Franchisee shall permit The Town, its agents and employees at all times during normal business hours to review for any and all purposes complete and unredacted copies of the Carrier Agreements in the Denver, Colorado office of Franchisee and shall make unredacted copies available to The Town and its auditors for audits under this Agreement. No later than January 31 of each year, Franchisee shall provide to The Town an annual report showing all revenues received from Wireless Carriers and the calculation of the Franchise Fee for the preceding calendar year, or portion thereof (“Report”) and The Town shall reconcile accounts as necessary to resolve any discrepancies between Franchise Fees paid and that set forth in the Report. No more than two (2) times during each calendar year, Franchisee shall afford The Town, upon reasonable prior notice during regular business hours, the right to review or audit Franchisee’s books and records regarding operation of the System and performance of its obligations under this Agreement.
  - d. **Public Records.** If The Town receives a public records request for records, The Town shall notify Franchisee in writing of such request so that Franchisee may take appropriate protective measures.
  - e. **Taxes.** The Parties agree and acknowledge that The Town is a governmental entity and therefore is not subject to real estate or other taxes on the Property. Franchisee agrees that if personal property taxes are levied against the Property that are directly attributable to the improvements constructed by Franchisee, Franchisee shall reimburse The Town for such taxes. The Town agrees to provide Franchisee any documentation evidencing such personal property taxes are levied and how they are attributable to Franchisee’s use. Franchisee reserves the right to challenge any such assessment and The Town agrees to cooperate with Franchisee in connection with any such challenge.
5. **Construction and Operation of the System.** Franchisee will not commence construction of the System until it receives a binding contractual commitment from at least one (1) Wireless Carrier to use the System (“Threshold Wireless Carrier”). If there is no Threshold Wireless Carrier by the second (2<sup>nd</sup>) anniversary of the Effective Date, The Town may at its option, and notwithstanding anything contained herein to the contrary, terminate this Agreement without cost or obligation by written notice to Franchisee. If Franchisee is to construct the System, it will do so at the Property at its own cost and expense as set forth in the DAS Order and in accordance with the following:
  - a. **Approval Process for System.** Upon Franchisee desiring to implement the first DAS Order for the System, Franchisee shall first submit an application to The Town to review such infrastructure (the “Initial Application”) which shall include, but not be limited to, review of the design characteristics, location, impact to the Property, existing Town infrastructure, Structures and the general impact to The Town from such System. The Initial Application shall be processed by The Town’s Department of Planning and Development Services (“DPDS”) who shall review the Initial Application to determine if it has sufficient information and details to make a determination on the Initial Application and, if not, it shall specify the information necessary to make a determination. DPDS shall coordinate all affected departments of The Town to review and comment on the Initial Application. Upon determining that the Initial Application has sufficient information and details to make a determination, the Initial Application shall be scheduled for



review by the DRB in order for the DRB to make a recommendation solely on the aesthetics of the Initial Application to The Town Council (the "Council"). The Council shall then consider the Initial Application and shall (i) approve; (ii) approve with conditions; (iii) deny or (iv) continue deliberating the Initial Application with specific directions or request information from Franchisee.

- i. Upon receipt of the Initial Application and a determination that the Initial Application has sufficient information, The Town shall be required to notice the Initial Application by posting in a newspaper of general circulation, on The Town's website and in three designated Town posting locations for at least fifteen (15) days prior to Council's review of the Initial Application. In addition, upon a determination that the Initial Application has sufficient information by the Town, Franchisee shall send written notice of date of the DRB and Town Council meetings for which the Initial Application will be considered at least fifteen (15) days prior to each such meeting to all property owners within one hundred and fifty (150) feet of each proposed Node.
  - ii. Upon approval of the Initial Application, Franchisee may desire to implement subsequent DAS Orders. In this case, Franchisee shall submit subsequent applications (the "Subsequent Applications") which shall be processed and approved by DPDS staff, so long as the Subsequent Applications are (x) substantially similar to the Initial Application; (y) use similar materials and methods and (z) comply with any conditions of approval from the Initial Application.
  - iii. The approval process set forth herein is adopted by Ordinance number \_\_\_\_\_ and is a specific approval process which supersedes The Town's Community Development Code with respect to the process for which the System is to be approved. However, The Town may use the Community Development Code as a guide for the type of information, application components or noticing requirements required for the Application.
  - iv. Only upon receipt of the approval required by this Section 5.a or 5.a.ii may the Structure Manager execute the DAS Order or amendment thereto.
- b. **Standard of Care.** Franchisee shall construct and maintain all Attachments in a safe condition in accordance with applicable Laws, industry standards and The Town's general construction and maintenance standards provided to Franchisee prior to the date of the DAS Order. No work shall be done by Franchisee when there is reason to suspect that working conditions on a Structure may be hazardous as the result of weather or any other conditions. As promptly as possible following Franchisee's completion of the System, Franchisee will provide The Town with as-built drawings showing the location of the Attachments, including Node and Hub Site locations and equipment layout and the Parties will amend the DAS Order as appropriate to incorporate such drawings.
  - c. **Contact.** Franchisee shall respond on a 24/7 basis to any reasonable problems or emergencies reported by the Structure Manager via contact to Franchisee's network operations center at (888) 632-0931.
  - d. **The Town Liability.** The Town reserves the right to maintain the Structures as necessary to fulfill its Primary Purpose. Except as expressly set forth in this Agreement, The Town shall not be liable to Franchisee for any interruption of service for the System or for any property of The Town used by Franchisee. Franchisee specifically waives any claim for indirect, special, consequential or punitive damages against The Town in connection with this Agreement, including any claims for loss or interruption of service. Nothing contained herein shall constitute a waiver of The Town's governmental immunity and any claim or damage or expense attributable to The Town shall be limited to the amounts prescribed by Colorado law for governmental entities.
  - e. **Franchisee Liability.** Franchisee shall exercise reasonable caution in performing the activities covered by this Agreement to avoid damage to the Structures. Franchisee hereby agrees to reimburse The Town for any direct costs incurred in making repairs to any Property damaged by Franchisee. Franchisee shall promptly advise The Town of all incidents and claims arising or alleged to have arisen in any manner by Franchisee's activities upon the Property. Lessor specifically waives any claim for indirect, special, consequential or punitive damages against Lessee in connection with this Agreement, including any claims for loss or interruption of service.

- f. **Utilities.** The Town makes no representations or warranties with respect to availability of utilities to serve each Attachment. The Town shall allow Franchisee to access its electrical power, provided that Franchisee pay the cost of utility service provided to the Property and attributable to Franchisee's use. The Town will provide Franchisee and the Wireless Carriers, at no cost to The Town, with such reasonable assistance as is necessary to enable Franchisee and the Wireless Carriers to arrange for such utilities and services. Such costs shall be billed monthly by The Town to Franchisee, with reasonable supporting documentation of such utility consumption and shall be paid by Franchisee upon receipt of such invoice. Franchisee agrees to pay for utilities based on (i) sub-metering equipment at the Hub Site, to be installed by Franchisee at its cost; (ii) estimated usage for each Node, based on equipment specifications and spot measurements; or (iii) as otherwise agreed between the Parties.
  - g. **Hazardous Materials.** Franchisee shall not cause or permit the escape, disposal or release of any Hazardous Materials on or from the Property in any manner prohibited by Law. Franchisee shall indemnify and hold The Town harmless from all claims from the release of any Hazardous Materials on the Property if caused by Franchisee.
  - h. **The Town's Fiber Network Operation.** If a portion of The Town's Fiber Network is being made available to Franchisee, The Town shall maintain and operate The Town's Fiber Network in accordance with the Fiber Network Standards. This section shall only apply in the event that The Town and Franchisee reach an agreement for Franchisee to utilize The Town's Fiber Network other than the conduit portion of The Town's Fiber Network which shall be included in a DAS Order or amended DAS Order, as the case may be. The Town will deliver to Franchisee detailed maps showing in detail the locations of The Town's Fiber Network. In the event the Parties execute a DAS Order or amended DAS Order, as the case may be, allowing Franchisee to use The Town's Fiber Network, The Town will, at its sole cost and expense, subject to annual appropriation by the Town Council perform routine maintenance and repair checks and services, including regularly scheduled preventative inspections, as necessary to maintain The Town's Fiber Network in good working order and with the same care standard as The Town treats The Town's own fiber, but in no event with less than reasonable care. When The Town or The Town's Agents perform any routine maintenance, The Town will notify Franchisee at least seven (7) days before any such routine maintenance. Maintenance which is reasonably expected to produce any signal discontinuity will be coordinated between the Parties. The Town will make all reasonable efforts to schedule major system work, such as fiber rolls and hot cuts, between 2:00 a.m. and 6:00 a.m. local time. In the event The Town fails to meet the Fiber Network Standards, Franchisee may make any necessary repairs at its own expense and shall receive reimbursement from The Town for its reasonable costs incurred. The Town's Fiber Network demarcation points will be easily accessible fiber access points to be mutually agreed upon after site walks.
  - i. **Franchisee's Fiber Network Operation.** Franchisee shall maintain and operate Franchisee's Fiber Network in accordance with the Fiber Network Standards. Franchisee will, at its cost and expense, perform routine maintenance and repair checks and services, including regularly scheduled preventative inspections, as necessary to maintain Franchisee's Fiber Network in good working order.
6. **Removal and Relocation of Attachments.** Without limiting or terminating the Term of the Agreement, specific DAS Orders may be amended without fault to either Party upon the following conditions:
- a. **Amendment by Franchisee.** Franchisee may amend a DAS Order as to any Structure by removing its Attachments therefrom if, in its reasonable business judgment: (i) such removal will not materially degrade the RF coverage on the Property; or (ii) the Attachment being removed is to be relocated pursuant to a DAS Order amendment agreed to and signed by both Parties. At least thirty (30) days prior to removal, Franchisee shall give The Town notice of such removal substantially in the form attached hereto as **Exhibit B** hereto and the Parties will execute an amended DAS Order subject to The Town's review and approval pursuant to **Section 6.a.ii.**
  - b. **Relocation by The Town.** The Town may require Franchisee to remove any Attachment if The Town, in support of its Primary Purpose, intends to remove or substantially alter the Structure supporting such Attachment so that it is unable to support the Attachment. In order to require such removal, The Town must (i) provide at least sixty (60) days' written notice prior to the date of the proposed removal of any Attachment; (ii) propose a reasonable alternative location for such Attachment acceptable to Franchisee

(the “Alternate Location”); and (iii) grant Franchisee at least sixty (60) days following receipt of all necessary Government Permits (but at least one hundred twenty (120) days for relocation of the Hub Site in the event the Hub Site is located on The Town’s Property) to complete the relocation. The Town shall be responsible at its cost for providing an installation-ready location for Lessee’s Hub Site, in the event the Hub Site is located on The Town’s Property, including but not limited to (a) the construction or modification of Structures to accommodate such Hub Site as proposed by The Town; and (b) any necessary extension of The Town’s Fiber Network (as applicable according to Section 5.g herein) to serve the location. The Town and Franchisee shall work in good faith to determine a suitable Alternate Location for an Attachment; however, (y) the costs to remove and relocate such Attachment to the Alternate Location shall be at Franchisee’s sole cost and expense and (z) The Town shall only request removal and relocation of three (3) Attachments in a twelve (12) month period. In the event Franchisee accepts the Alternate Location for its Attachment, The Town and Franchisee shall execute an amended DAS Order before construction commences.

- c. **Relocation by Franchisee.** Franchisee shall not change the location of its Attachments without the written consent of The Town, except in cases of emergency. In cases of emergency, Franchisee shall procure The Town’s consent orally by contacting the Structure Manager and such request and consent may be confirmed in writing by Franchisee and approved in writing by The Town once the emergency has been resolved. Franchisee shall be responsible for its cost of relocating any Attachment.
  - d. **Conflict with Laws.** Upon written notice from The Town to Franchisee that the use of any Structure is forbidden by Law, the DAS Order to Attach to such Structure shall immediately be amended and the Attachments of Franchisee shall be removed by Franchisee from the affected Structures, provided, however, that Franchisee, with The Town’s reasonable assistance, may contest such adverse decision in good faith, and during the pendency of such challenge may maintain such Attachment to the extent allowed by Government Authorities. The Town will cooperate with Franchisee to identify a suitable Alternative Location, in which case the Attachment shall be relocated in accordance with the process set forth in Section 6.b above.
7. **Non-Disclosure.** The Parties agree that without the express written consent of the other Party, neither Party shall reveal, disclose or publish to any third party during the Term of this Agreement any portion thereof, or any information disclosed hereunder, except to such third party’s auditor, accountant, lender or attorney or to any federal, state or local governmental unit or agency thereof with jurisdiction if required by regulation, subpoena or government order to do so. If The Town receives a public records request pursuant to Law, The Town shall provide Franchisee notice of such request and reasonable cooperation with Franchisee so as to permit Franchisee to timely respond to such request for disclosure and take appropriate protective measures under the circumstances. Lessee may show this Agreement, any DAS Order or any relevant attachment or exhibit to this Agreement and any DAS Order (each with all confidential information redacted) to a third party, including to Wireless Carriers, to the extent reasonably necessary to demonstrate Lessee’s rights under this Agreement or the DAS Order, as the case may be.
8. **Insurance; Casualty.** Franchisee shall carry insurance at its sole cost and expense to protect the Parties from risk arising out of placement of the Attachments on the Structures. Franchisee shall provide the specified insurance throughout the Term and shall file with The Town’s designated risk manager certificates of insurance evidencing such coverage upon request. Certificates, policies or endorsements shall provide thirty (30) days’ prior written notice of cancellation, except for non-payment of premiums to The Town.
- a. **Coverage Amounts.** Throughout the Term, Franchisee shall maintain the following insurance coverage from a carrier licensed to conduct business in the state where the Property is located:
    - i. Worker’s compensation meeting statutory requirements.
    - ii. Commercial general liability insurance including personal injury, contractual liability, independent contractors and broad form property damage with the following minimum liability limits: (i) \$1,000,000 per occurrence combined single limit; (ii) \$2,000,000 general aggregate; and (iii) \$10,000,000 umbrella liability, with an endorsement stating The Town is an additional insured with respect to operations relating to this Agreement.

- iii. Commercial automobile liability insurance with a minimum liability limit of \$1,000,000 per occurrence combined single limit.
  - b. **Waiver of Claims and Rights of Subrogation.** The Parties hereby waive any and all rights of action for negligence against the other on account of damage to the System, the Property or to any Attachment resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the Parties. All policies of property insurance carried by either Party for the System, the Property or to any Attachment shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other Party to the extent rights have been waived by the insured before the occurrence of injury or loss.
  - c. **Casualty and Restoration.** In the event that one or more of the Structures containing an Attachment is damaged or destroyed such that it cannot be used for an Attachment, then within thirty (30) days of such damage or destruction The Town shall notify Franchisee of its intent whether to repair the Structure, and if so, then the proposed schedule for such repair. Franchisee will have the option to: (i) in the event the repair schedule is proposed to be less than ninety (90) days, to abate all Franchise Fees with respect to the affected Attachments during the period the Structure is not available; (ii) in the event The Town chooses not to repair, or if the repair schedule is proposed to be greater than ninety (90) days, declare the DAS Order null and void with respect to the affected Attachments only and thereafter neither Party will have any liability or obligation hereunder for each such Attachments, in which event there shall be an amendment to the DAS Order and, if appropriate, an equitable adjustment in Franchise Fees; or (iii) in the event The Town chooses not to repair, or if the repair schedule is proposed to be greater than ninety (90) days, with respect to damage which will prevent continued operation of the Hub Site or the System in Franchisee's reasonable discretion, to terminate the affected DAS Order. The Parties may also agree to relocate the impacted Attachment(s) pursuant to mutually acceptable terms.
9. **Eminent Domain.** If The Town receives notice of a proposed taking by eminent domain (or any agreement in lieu of condemnation) of any part of the Property impacting any Attachment, The Town will notify Franchisee of the proposed taking within thirty (30) days of receiving such notice and Franchisee will have the option to: (i) declare the DAS Order null and void with respect to the affected Attachments only and thereafter neither Party will have any liability or obligation hereunder for each such Attachment, in which event there shall be an amendment to the DAS Order and, if appropriate, an equitable adjustment in Franchise Fees on account of the portion so taken; or (ii) with respect to a taking which will prevent continued operation of the Hub Site or the System in Franchisee's reasonable discretion, to terminate the affected DAS Order. With either option, Franchisee shall have the right to contest the taking in good faith and to directly pursue an award from the condemning authority. The Parties may also agree to relocate the impacted Attachment(s) pursuant to mutually acceptable terms.
10. **Default.**
  - a. **Cure Period.** In the event of default by either Party (the "Defaulting Party") with respect to any of the provisions or obligations of this Agreement, the other Party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the thirty (30) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than thirty (30) days to cure, and the Defaulting Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion (the "Cure Period"). The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section. In the event the Defaulting Party fails to commence or to continuously and diligently pursue the cure to completion, the Non-Defaulting Party may, at its option, perform the cure activities of the Defaulting Party, in which event any expenditures reasonably made by the Non-Defaulting Party in this regard shall be deemed to be paid for the account of the Defaulting Party and the Defaulting Party agrees promptly to reimburse the Non-Defaulting Party for any such expenditures plus 12% interest on the unpaid balance and a \$500 administrative fee upon demand.

- b. **Remedies.** In addition to any remedies available to the Non-Defaulting Party, such Non-Defaulting Party upon an occurrence of default by the Defaulting Party which is not cured according to the Cure Period of Section 10.a of this Agreement, shall have the right to either (a) terminate this Agreement and seek damages or (b) impose a fine of \$100 per day for each day the default remains uncured.
  - c. **Removal of Attachments.** Upon expiration or earlier termination of this Agreement or a DAS Order, as appropriate, Franchisee shall, within sixty (60) days following termination or expiration of the Term, remove at its sole cost and expense, all visible Attachments and restore all or any part of the Radio Space to the same condition as originally received by Franchisee (ordinary wear and tear excepted).
11. **Assignment.** This Agreement shall extend to and bind the successors, transferees and permitted assigns of the Parties. Any attempted assignment or transfer by a Party in violation of this Section shall be void.
- a. **Assignment by Franchisee.** Franchisee has the right to sublease the Radio Space and use of the System to any Wireless Carrier. Any assignment of this Agreement, other than (i) a sublease of Radio Space and use of the System to a Wireless Carrier or (ii) an assignment to an Affiliate of Franchisee, by Franchisee shall require the consent of The Town which The Town may accept or deny in its sole discretion. In the event Franchisee desires to assign this Agreement, Franchisee shall provide written notice to The Town of such desired assignment and shall include the qualifications of the proposed assignee as well as the proposed assignee's certification as a public utility in the State of Colorado for The Town's consideration. The Town shall either accept or reject the proposed assignment within sixty (60) days of a request by Franchisee. Franchisee may also assign or delegate all or a portion of this Agreement to an Affiliate or engage an Affiliate to perform the design or construction services hereunder upon notice to The Town.
  - b. **Assignment by The Town.** The Town may assign or transfer its interest in this Agreement, provided that the assignee shall be bound by all provisions herein. Any sale or transfer (including by foreclosure) of The Town's real property interest in any portion of the Property containing an Attachment shall be subject to this Agreement, and any successor Property owner shall be bound by the terms and conditions herein.
12. **Notice.** Except as otherwise specified, any notice to be given to either Party under this Agreement shall be sent by registered mail, return receipt requested, or by overnight courier with a tracking record of delivery to the respective addresses set forth below. Except as otherwise stated herein, any notice shall be effective immediately upon being deposited with the applicable delivery agent.

**The Town:**

The Town of Mountain Village  
 Office of Town Manager  
 455 Mountain Village Blvd, Suite A  
 Mountain Village, CO 81435  
 (970) 728-8000

**Franchisee:**

NewPath Networks, LLC  
 c/o Crown Castle USA Inc.  
 General Counsel  
 Attn: SCN – Legal  
 2000 Corporate Drive  
 Canonsburg, PA 15317  
 (866) 482-8890

**With a copy which shall not constitute notice to:**

J. David Reed P.C.  
 1047 S. 1<sup>st</sup> Street  
 Montrose, CO 81401  
 (970) 249-3806

NewPath Networks, LLC  
 2000 Corporate Drive  
 Canonsburg, PA 15317  
 Attn: SCN Contract Management

13. **Miscellaneous.**

- a. **Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the state of Colorado without reference to its choice of law rules.

- b. **Warranties.** Each Party represents and warrants to the other that: (a) such Party has full corporate and other authority to execute and deliver this Agreement and to consummate the transactions contemplated in this Agreement and will have the same with respect to each DAS Order; (b) the execution and delivery of this Agreement and the consummation of the transactions contemplated by that Party in this Agreement have been duly and validly authorized by all necessary corporate and other action; (c) such Party's Agreement execution and performance under this Agreement will not breach or violate such Party's operating authority, any applicable law or terms of any agreement to which either is subject; (d) it has obtained or will obtain before the date required, all necessary licenses, permits and authorizations necessary to conduct the activities contemplated by this Agreement; and (e) as of the Effective Date and the date of each DAS Order, there is no action, suit, investigation, claim, arbitration or litigation pending or, to such Party's knowledge, threatened against, affecting or involving such Party, at law or in equity or before any court, arbitrator or governmental authority that is reasonably likely to result in a material adverse effect on such Party's ability to perform such Party's obligations under this Agreement.
- c. **No waiver.** Except as expressly set forth in this Agreement: (i) neither Party shall be deemed to have waived any of its rights hereunder unless such waiver is in writing; (ii) no delay or omission by any Party in exercising any right shall operate as a waiver of such right or of any other right; and (iii) a waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.
- d. **Interpretation.** The singular includes the plural and the plural includes the singular. Except as otherwise provided herein, references to a Section, Schedule or Exhibit mean a Section, Schedule or Exhibit contained in or attached to this Agreement, all of which are incorporated herein by reference. The caption headings in this Agreement are for convenience and reference only and do not define, modify or describe the scope or intent of any of the terms of this Agreement. This Agreement will be interpreted and enforced in accordance with its provisions and without the aid of any custom or rule of law requiring or suggesting construction against the Party drafting or causing the drafting of the provisions in question. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable by Law, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby. If any date herein set forth for the performance of any obligations by either Party or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday in Colorado, the compliance with such obligations or delivery shall be deemed acceptable on the next business day. These terms shall have the indicated meaning when used in this Agreement: (i) including shall mean including, without limitation; (ii) or shall mean and/or (unless indicated otherwise); and (iii) discretion means within the applicable party's sole discretion. Further, any reference to statute, act or code shall mean the statute, act or code as amended.
- e. **Entire Agreement.** This Agreement constitutes the entire and final expression of the Parties hereto with respect to the subject matter hereof and supersedes all previous agreements and understandings of the Parties, either oral or written. This Agreement can be amended only by written agreement signed by the Parties.
- f. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be fully executed as an original and all of which together shall constitute one and the same instrument.
- g. **Covenant of Quiet Enjoyment.** The Town covenants that, if Franchisee performs Franchisee's obligations under this Agreement, (a) Franchisee will and may, subject to this Agreement's terms and conditions, quietly and peaceably possess and enjoy the Radio Space (including the Hub Site) and the Fiber Network, and (b) the Wireless Carriers will and may, subject to this Agreement's terms and conditions, quietly and peaceably possess and enjoy the System, in each case throughout the applicable Term without any interruption or disturbance from the Town or any person lawfully claiming by, through or under The Town consistent with this Agreement's terms and conditions.
- h. **Mortgage.** In the event one or more Leased Structures is or becomes encumbered by a mortgage, The Town shall obtain and furnish to Franchisee a non-disturbance agreement reasonably acceptable to Franchisee for each such mortgage, in recordable form.

- i. **Recording.** Franchisee shall have the right to, at its sole expense, record a memorandum of lease with the appropriate recording office. The Town shall cooperate with Franchisee in this regard and execute and deliver such a memorandum, for no additional consideration, promptly upon Franchisee's request.
- j. **Sales.** Any sales of equipment or other personal property under this Agreement will be made and fulfilled by CC S & E LLC, an Affiliate of Franchisee.
- k. **Attorney's Fees.** In the event of dispute regarding the terms or performance of this Agreement, the prevailing Party in any legal action shall be entitled to its costs, including reasonable attorney's fees.

IN WITNESS WHEREOF, The Town and Franchisee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**THE TOWN:**  
Town of Mountain Village, Colorado

**FRANCHISEE:**  
NewPath Networks, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

With respect to Section 13.j only:  
CC S & E LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Schedule 1**

**Property**

For all purposes of this Agreement, the following terms shall be defined as follows:

**Property:**

See Schedule 1(a) for Property description and exact locations.

See Schedule 1(b) for Map of exact Property locations.

**Structures:** Any physical improvements located on the Property capable of carrying Attachments, which have been authorized by the Town through the application process set forth in section 5(a).



**Schedule 2**

**Existing Agreements**

None.

**Exhibit A**

**Sample DAS Order**

**DAS Order: \_\_\_\_\_ [Description]**

1. **Introduction.** This DAS Order (this “Order”), dated effective as of the date of the last signature below (the “Order Effective Date”), is an agreement entered into by and between **Town of Mountain Village, Colorado** (“The Town”) and **NewPath Networks, LLC** (“Franchisee”) pursuant to the Parties’ DAS Facility Franchise Agreement dated \_\_\_\_\_ (the “Agreement”).

2. **General Framework.** All of the Agreement’s terms and conditions, including any Agreement attachments, as amended before the Order Effective Date (if applicable), are incorporated by reference into this Order. Capitalized terms used but not defined in this Order have the meanings designated in the Agreement; capitalized terms used and defined in this Order will have the meanings designated. If there is a conflict between the Agreement’s terms and conditions and this Order’s terms and conditions, or this Order contains terms and conditions not contained in the Agreement, then this Order will control over the Agreement, but only to the extent of the actual conflict or supplemental terms.

3. **DAS Order.** For good, valuable, and adequate consideration, which the Parties acknowledge receiving, in accordance with the Agreement’s terms and conditions, as supplemented or amended by this Order, Franchisee is enabled by The Town, to use the following: (a) the Node and other Attachment locations described on Exhibits 1 and 2 to this Order, (b) the Hub Site location as more particularly described on Exhibits 1 and 3 to this Order, and (c) the Fiber Network described on Exhibits 1 and 4 to this Order. The Node equipment to be installed at the Leased Structures is described on Exhibit 2 to this Order.

4. **Applicable Exhibits.** The following exhibits are an integral part of this Order and are incorporated by this reference:

- Exhibit 1 – System Description
- Exhibit 2 – Node Equipment and Locations
- Exhibit 3 – Hub Site
- Exhibit 4 – Fiber Network
- Exhibit 5 – Sample Resolution

5. **Preliminary Drawings.** The Radio Space, Node, Hub Site, other Attachment and Fiber Network locations are generally identified in the attached preliminary network drawings. During the design and installation process, the actual locations thereof will be specifically identified and (may be changed) by mutual agreement of the Parties. Pursuant to Section 5.a of the Agreement, at the completion of the System installation, the Parties covenant that the drawings attached to this Order, as appropriate, will be replaced and updated with as-built drawings which shall become a part of this Order.

6. **Authorized Signatures.** This Order, together with the Agreement, contains the Parties’ entire agreement regarding this Order’s subject matter. Upon this Order’s execution and delivery by the Parties’ authorized representatives, this Order will be binding on the Parties and is incorporated by this reference into the Agreement. This Order is effective on the Order Effective Date.

**THE TOWN**  
**Town of Mountain Village, Colorado**

**FRANCHISEE**  
**NewPath Networks, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CC S & E LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit 1**

**Network Description**

**Preliminary Network Description.**

- (a) **Node Locations.** (described in more detail in **Exhibit 2** to this Order)

System Name	BU#	Address

- (b) **Hub Site Description.** The Hub Site being leased to Franchisee will be located at \_\_\_\_\_ (described in more detail in **Exhibit 3** to this Order).
- (c) **The Town’s Fiber Network Description.** The Town’s Fiber Network will consist of \_\_\_\_\_ fiber strands, on a point-to-point basis, originating from the Hub Site and ending at the Node locations. A schematic drawing of The Town’s Fiber Network is attached as **Exhibit 4** to this Order.
- (d) **Franchisee’s Fiber Network Description.** Franchisee’s Fiber Network will consist of \_\_\_\_\_ fiber strands, on a point-to-point basis, originating from the Hub Site and ending at the Node locations. A schematic drawing of Franchisee’s Fiber Network is attached as **Exhibit 4** to this Order.

**Exhibit 2**

**Node Equipment and Locations**

**Exhibit 3**

**Hub Site**

**Exhibit 4**

**Fiber Network**

(Discuss what, if any, portion(s) of The Town's Fiber Network will be used.)

(Consider if any strands of fiber will be reserved for The Town's use from among Franchisee's Fiber Network.)

**Exhibit 5**

**Sample Resolution**



**Exhibit B**

**Notification of Removal by Franchisee**

Town of Mountain Village, Colorado  
C/O Town Manager  
455 Mountain Village Blvd, Suite A  
Mountain Village, CO 81435

RE: DAS FACILITY FRANCHISE AGREEMENT (Agreement) dated \_\_\_\_\_ by and between Town of Mountain Village, a home rule municipality and political subdivision of the state of Colorado (“The Town”) and NewPath Networks, LLC (“Franchisee”)

This letter shall confirm the agreement of The Town and Franchisee that the following Attachments were removed:

<b><u>Node #</u></b>	<b><u>Node location</u></b>	<b><u>Removal Date</u></b>

The DAS Orders for the above referenced Attachments are hereby modified as of the removal date set forth above.

**THE TOWN:**  
Town of Mountain Village, Colorado

**FRANCHISEE:**  
NewPath Networks, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit C

### **Fiber Network Standards**

**A. Initial Minimum Standards at Installation.**

All fiber connectivity will be a continuous path utilizing fusion splices from the Hub Site location(s) to the Node location(s). Below are the industry standard specifications for the Fiber Network at installation:

1. All splices must be sealed in waterproof splice enclosures.
2. The maximum bi-directional average splice loss will not exceed 0.15 dB.
3. The attenuation must not exceed 0.30 dB/km when measured bi-directionally at a 1550 nm wavelength and 0.40 dB/km when measured bi-directionally at a 1310 nm wavelength.
4. The attenuation must not exceed 0.1 dB/connector at all fiber termination locations.
5. The attenuation for the wavelength region from 1525 nm to 1575 nm must not exceed the attenuation at 1550 nm by more than 0.05 dB/km.
6. The fiber strands need to be single mode fiber and conform to a minimum SMF-28 fiber specification.
7. Unless otherwise specified in the DAS Order, all fiber will be standard single mode fiber, SMF-28 or better.

Optical Time Domain Reflectometer (OTDR) testing should be performed and the results provided to Lessee as the basis for the minimum standards (Baseline Standard) for the Fiber Network during the Term.

**B. Operating Minimum Standards during Term.**

Franchisee expects the Fiber Network to operate at the Baseline Standard as set forth in Section A above.

**C. Maintenance and Response to Outages.**

In the event of a Fiber Network failure and, after notification from The Town about the failure, Franchisee expects the Fiber Network to be fixed within two (2) hours as soon as commercially reasonable in order for Franchisee to meet its service level agreement requirements with the Wireless Carriers.

# Memo

Agenda Item 13(a)

To: Town of Mountain Village Housing Authority  
From: James Mahoney  
CC: File  
Date: May 12, 2016  
Re: Use of VCA for One Dispersed Antenna

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One of the locations for a “node” site under the Franchise Agreement with New Path Networks is on the land at Village Court Apartments. Because this land is owned by the Town of Mountain Village Housing Authority, which the Town Council sits as the board for this entity, the Town Council acting as the Housing Authority must consent to the use of this location for the “node” pursuant to the Franchise Agreement.

Motion:

- A. Approval: I move to approve the Town of Mountain Village Housing Authority’s consent to the use of Lot 1005 for the installation of a Node and related equipment pursuant to a Franchise Agreement between the Town of Mountain Village and NewPath Networks, LLC and authorize the Chair of the Housing Authority, Dan Jansen to execute any documents necessary to effectuate such consent.

# SAN MIGUEL REGIONAL HOUSING AUTHORITY

820 Black Bear Road, G-17, P.O. Box 840, Telluride, CO 81435  
Ph:970-728-3034, Email:smrha@telluridecolorado.net

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TO: TMV Housing Authority

FROM: Shirley L. Diaz, Executive Director SMRHA

DATE: May 8, 2016

RE: An exception request from William and Laura Powers, owners of Cassidy Ridge C202, for permission to not sell their unit by lottery and permit rental.

Attached: Letter

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**Overview:** The owners of Cassidy Ridge C202 (Powers) are requesting permission to move out of their unit and rent/sell the unit to a couple without a lottery in order to move into this couple's rental unit. The couple has not yet applied to SMRHA so there is no way to determine if they qualify to purchase the unit.

Mr. & Ms. Powers are searching for another unit to purchase, but as that may take some time, they would like to exchange units with this couple. Permission to rent and not sell by lottery has been approved in the past. This request has no time limit, but should have some parameters. The motion will provide some language to consider if there is a motion in favor.

Since this unit is supposed to be owner occupied there are no rental guidelines in place. Town Council can set the terms for the sale and occupancy of the unit, including a rent amount.

## **SMRHA Recommendation:**

Should Town Council permit the sale of the unit without a lottery and temporary rental of the unit, the following conditions shall be met:

- Cassidy Ridge C202 may be purchased without a public lottery to the unidentified couple interested in the unit, if they qualify;
- The interested party shall apply to SMRHA to qualify to purchase the unit and SMRHA will provide a letter to verify approval;
- The unit may be rented for 6 months to the couple if they qualify, but must be under contract for purchase before the end of the 6 months and purchased within 8 months;
- The rent may not exceed the mortgage plus HOA dues based on a monthly calculation and a lease must be executed for no more than 8 months;
- If the couple does not qualify, a lottery must be held to sell the unit to a qualified household and the couple may not occupy the unit;
- The Maximum Sale Price for the unit shall be calculated based on the exception application date of April 29, 2016 and will remain in effect for one year for purposes of selling the unit.

Suggested motions:

The Town of Mountain Village Housing Authority approves the request with the conditions as presented above.

OR

The Town of Mountain Village Housing Authority DOES NOT approve the request and the unit must be sold by lottery when the owners are ready to move.



EXCEPTION APPLICATION-A Fee May Apply- Return to SMRHA		
APPLICANT INFORMATION		
Name: William and Laura Powers	billandlauraco@gmail.com	
PO Box 3204	728-5411 or 802-343-2864	
Telluride	Co	81435
Mountain Village Business License Number (If Applicable):		
PROPERTY INFORMATION		
136 San Joaquin Rd #C-202		
Yes		
OWNER INFORMATION- If the exception is for a renter		
Property Owner:	E-mail Address:	
Mailing Address:	Phone:	
City:	State:	Zip Code:

**Description of Request (Or Attach Your Request)**

We are requesting exemption from the lottery sales clause in our deed restriction. Certain aspects of our unit at Cassidy Ridge have proved to be unbearable, causing emotional and physical distress. Due to the impossible rental and housing market, we have been unable to find suitable housing. We have a friend who would like to buy our unit, and we could then move into thier rental unit. Please consider our request so that we will be able to remain in town. Thank You, Bill and Laura.

# SAN MIGUEL REGIONAL HOUSING AUTHORITY

*Mountain Village Exception Form*



Applicant Signature

Co-Applicant Signature

Date 4/29/2016

### **C. Resale of Affordable Housing Including Appreciation Limits**

1. Owner must provide written notice of intent to sell and request for maximum resale price calculation at least 15 days prior to offering the Affordable Housing for sale.
2. Resale of Affordable Housing Units and Affordable Housing Lots shall be to qualified buyers as governed by Section F of this Ordinance.
3. The sales price for resale of an Affordable Housing Unit or Affordable Housing Lot shall be calculated by allowing a 3% appreciation, compounded annually, of the initial purchase price paid by the Owner, from the purchase date by the Owner.
4. The 3% appreciation will be prorated to the day when the notice of intent to sell the unit is received by the Housing Authority or its designee.

### **D. Lotteries held to Purchase an Affordable Housing Unit**

1. The Housing Authority, or its designee, shall operate a lottery for the sale of Affordable Housing Units and Affordable Housing Lots (both the initial sale and any subsequent sales). Lottery applications may be obtained from the Housing Authority, or its designee.
  - a. There is a \$50 application fee to enter the lottery process.
  - b. Qualified applicants will be placed into a lottery that will be held within a reasonable amount of time following the deadlines for the bids. The results of the lottery will determine the applicant's place in the bid process; i.e., if the applicant draws number one in the lottery, that applicant will be the first to negotiate the offer on the Affordable Housing Unit or Affordable Housing Lot.
2. If the terms of the proposed purchase contract, as initially presented to the Owners of the Affordable Housing Unit, are unacceptable to the Owner, then there shall be a mandatory negotiation period of three days. During this period, the Owner and potential buyer shall endeavor to reach an agreement regarding said terms, including, but not limited to, the closing date and financing contingencies. If the Owner and buyer have not reached an agreement at the end of the negotiation period, the next in order of the lottery selection will make an offer to the Owner for consideration. A new three-business day negotiating period will begin. All follow up qualified bids will be processed in like fashion until the unit is sold or all bids are rejected. If the Owner rejects all bids, a new lottery will be held as provided for in this Ordinance.

### **F. Qualifications to Purchase Affordable Housing**

To qualify and to be eligible to purchase an Affordable Housing Unit, a natural person or household must meet the following criteria. The Housing Authority, or its designee, shall determine whether an applicant qualifies as an Employee based on the criteria after considering evidence, including but not limited to, documentation of hours worked within the Telluride R-1 School District, place of voter registration, place of automobile registration, drivers' license address, income tax records, and public service involvement within the Telluride R1 School District community,

1. Employment: Is employed an average of at least 1560 hours per year within the boundaries of the Telluride R-1 School District; upon purchase, must maintain the work requirement until retirement age as defined by this Ordinance.

A person not meeting the employment requirement but meeting all other criteria may be qualified as an Employee by the Housing Authority, or its designee, if that person is more than sixty (60) years of age and has been an Employee in the



Telluride R-1 School District for a period of at least 5 years immediately prior to retirement or is handicapped or disabled and who has been a Resident within the boundaries of the Telluride R-1 School District for at least 12 months immediately prior to the closing date of a sale.

2. Residence: Upon purchase of the Affordable Housing Unit shall maintain Residence in the Town and occupy the Affordable Housing Unit as the primary Residence.

3. Household Income: The household's total annual income must not exceed 250% of area median income (AMI) for San Miguel County as defined by HUD for any of the previous three years. In addition, no more than 25% of household income may be from non-employment sources.

4. Household Net Worth: The household will not have a net worth that exceeds three (3) times the purchase price of the Affordable Housing Unit. Net worth is defined as the sum of the value of real estate and other investments, cash, vehicles, etc. minus liabilities such as real estate and credit card debt. (401K and qualified retirement plans are excluded from the net worth calculation).

5. Property Ownership Restriction:

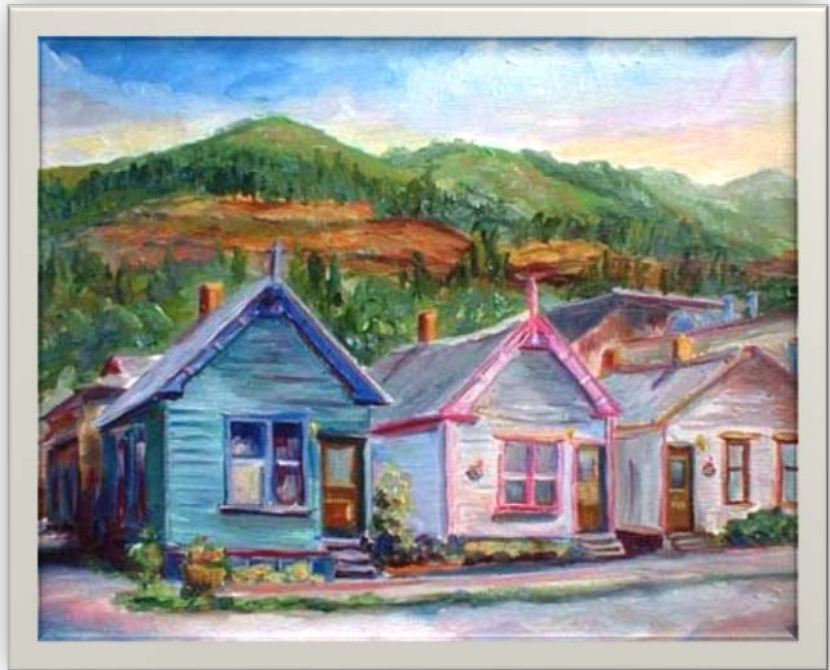
a. Ownership of Affordable Housing Units or Affordable Housing Lots is restricted to either one Affordable Housing Unit or one Affordable Housing Lot per Household.

b. Notwithstanding Section IV.F.5.a, above, a Household may apply to the Housing Authority for an exception to own two (2) Affordable Housing Units or one (1) Affordable Housing Unit and one (1) Affordable Housing Lot for a period to not exceed two (2) years to allow for the sale of an already owned Affordable Housing Unit or the construction of an Affordable Housing Unit on an Affordable Housing Lot. An Application for Exception to the Affordable Housing Restriction must be submitted with a \$250 fee.

6. Assets Disposition: Any applicant who has assigned, conveyed, transferred or otherwise disposed of assets within the last two years without fair consideration in order to meet the net worth limitations shall be considered unqualified and ineligible to purchase an Affordable Housing Unit.

# SMRHA 2015 ANNUAL REPORT

## **Deed Restricted Housing: Old & New**



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## A NOTE FROM THE EXECUTIVE DIRECTOR

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SMRHA continues to adapt to the transitions in the housing market, influenced by a multitude of interconnected circumstances related to housing; such as an improved local economy, the ability to short term rent, and low turnover of deed restricted rental units. There was a significant decrease in foreclosure notices and the deed restricted units noticed in 2015 were able to withdraw.

The County 2014 Compliance results included 14 households on the non-compliance list whom, for various reasons, sold their unit in 2015. Another 29 households received approvals by providing their information or requesting a hearing. There are still 17 households that need attention and possible hearings, with 1 owner that was not located and needing further research to contact. Telluride's 2015 Compliance check resulted in 20 households that still need follow-up contact from Town legal or SMRHA, for various reasons of non-compliance. The Town of Mountain Village Compliance was initiated in 2014 and then additional contact was needed throughout 2015 and into 2016. There are 31 owners who have either not responded or not completed their response. Cumulatively there are 68 owners needed attention in order to assure the deed restricted unit is in use as expected based on the recorded deed restriction.

Purchasing a deed restricted unit has become easier as lenders are approving buyers from all income levels and at high housing ratios. There have been a variety of loan products used to close, which makes the deed restrictions nearly a non-issue with our local lenders. Buyers do still need to meet the lender's criteria, but more buyers over the last 2 years have closed than going back to any 2-year period in the past 10 years.

The regional housing meetings have continued and the 4th annual rural workshops happened in the fall. Lenders, Land Title, Funding Partners, and developers contributed to sponsor the day. The keynote speaker was from Aspen and provided an interesting historical perspective on housing in resort regions. There were 3 additional sessions covering succession planning and developing with all the resources available. The half-day Section 8 training was offered to all of the rural contractors on Thursday afternoon, the day before the workshops. The workshops were held at Mount Princeton outside of Buena Vista. Planning for the 2016 workshops will begin in April of 2016.

The Housing Choice Voucher Program, formerly known as Section 8, received an increase in our voucher allocation. With the rental market tight county-wide, it was difficult for some clients to lease up. The State Administration Plan was changed and now provides 120 days to find a unit with no extensions. This impacts the timeline for re-issuing vouchers.

We met 2015 with a leaner cash flow as we utilized carry-over from prior years to help lower the contributions from the jurisdictions. The increase in funding was approved by all three jurisdictions and we completed the year within budget. The 2014 Independent Audit determined we had slightly over the \$40,000 carryover as anticipated.

On behalf of the staff at SMRHA, thank you for another year of support!

*Shirley L. Diaz*

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## SAN MIGUEL REGIONAL HOUSING AUTHORITY

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### ***Management of Programs***

The daily work of the deed restricted housing programs was handled by the Executive Director (E.D.) and a new Housing Specialist training in the programs since September. Special projects like compliance checks were handled by new and old staff through the end of the year. All of the programs' applications for rent, sale, and exceptions were handled as efficiently as possible, as were refinances.

The Housing Choice Voucher Program, formerly known as the Section 8 program, continues to require attention for housing unit inspections, hearings out of County. All SMRHA staff are certified to conduct inspections for the Housing Choice Voucher Program.

Closings remained frequent from the beginning through the end of the year. Local title companies continue to ensure they have all the necessary deed restricted and down payment assistance documents for closings by including SMRHA staff in the Title Commitments. The title companies also have been providing the original documents or copies as requested and providing the collected fees. The legal departments in all three jurisdictions were utilized for their respective deed restriction guidelines to clarify language, guideline issues, or processes.

The housing counseling services for the region have primarily been pre-purchase homebuyer education, with some foreclosure intervention approached jointly with an experienced housing counselor in Durango. Foreclosure tracking continued to be done on a weekly basis. Beginning in 2013 we saw a sharp decline and the decline continued in 2014 and 2015.

Homebuyer education classes were offered throughout the year. The E.D. provided a class on her own time in Montrose County for Habitat for Humanity Montrose and 2 classes in Crested Butte. More details will be provided in Section 4. There were 2 new DPCC loans.

### ***Administration of the Organization***

The SMRHA Board alters its roles annually and in 2015 Kim Montgomery was the Chair, Lynn Black the Vice-Chair, Greg Clifton the Treasurer, and Shirley Diaz the Secretary as staff. The SMRHA Board met for 12 meetings and there was no meeting in April. There was 1 special meeting held. The meetings include a financial update, other organizational updates, and items for action or discussion. The SMRHA Board meeting minutes and agendas are posted for the public on a bulletin board in the SMRHA/Shandoka Office, on the SMRHA website, and are available upon request.

### ***Fiscal***

A budget update continues to be presented at the SMRHA Board meetings in the format of revenue vs. expenses based on the approved budget and the percentage expended to date. There is a copy of the January through December 2015 Revenue vs. Expenses on pages 21-22 of this report. The Board is provided balance sheets for all of the accounts monthly. The accounts continue to be reconciled and are reviewed by the Board Treasurer and the Independent Auditor. The organization operated within the approved budget.

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## LOCAL HOUSING PROGRAMS

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### ***Regional Deed Restriction Administration Overview***

SMRHA handles applications for rent and purchase, exception requests from unqualified applicants or for items that always require an exception, prepares closing documents, computes maximum sales prices, completes compliance for all the jurisdictions, and any other service needed to help renters, landlords, sellers and buyers. Housing related matters continue to come in from the public, staff from the gov'ts, realtors, title companies, lenders, appraisers, and developers.

The staff and the E.D. also provided on-going assistance to owners and occupants to help them remain in compliance regarding owner-occupancy, resale, capital improvement costs, refinancing, leaves of absence, rental procedures, and other special circumstances. We provide current lender information to deed restricted buyers and owners regarding purchase and refinance. We also respond to inquiries and collect rent from Shandoka residents as needed when the Shandoka Office staff is out of the office.

SMRHA worked with staff and legal departments for all three governments during the past year regarding guideline amendments and housekeeping, mitigation units, compliance issues, legal clarifications, exceptions, and on violations. Local lenders continue to work with SMRHA to provide updates and receive documents relating to sales to update their underwriting departments. The lending market continues to change for buyers as some requirements have been changed to help a buyer and other aspects continue to remain tight.

The staff responded to all contacts by Email and phone and worked with all walk-ins regarding the organization, participation in events, education outreach both locally and regionally, the deed restrictions, Section 8 and all other housing programs during 2015.

### ***Regional Database and Property File Management Overview***

As part of our work for closings, exceptions, foreclosures, and compliance, document retrieval is completed throughout the year at the San Miguel County Recorder's office. Property files were worked on as time allowed throughout the year. Due to the increase in purchases, compliance checks and follow-up on non-compliant owners there was an increase in time spent on file creation and maintenance by the Housing Specialist. Some time was also dedicated to updating transaction histories and document retrieval.

### ***Regional Deed Restriction Administration***

By the end of 2013 we began to see an increase in applications to purchase in addition to a regular flow of rental applications. In 2015 we had 109 applications for purchase and occupancy. The decrease was in rental applications due to many units not turning over occupancy and also some non-compliance from owners not renting units properly. We also reviewed documents submitted as part of compliance and followed-up until we exhausted requests for outstanding information. Special Counsel for the County and the Town of Telluride continued working with SMRHA staff on enforcing default and violation remedies, including court proceedings.

- There were **54** Applications to Purchase processed, but several owners applied for multiple units. A decrease of 13 from 2014. There were **6** applicants from 2014 carried over into 2015 for closing.

- There were **2** Applicants who did not purchase, & **4** Applicants who switched properties and purchased.
- There were **7** closings carried into 2016.
- There were **55** Applications to Rent submitted. A decrease of 28 from 2014.
- There were **13** Intents to Sell/Rent submitted, but many owners who do not need a Maximum Sales Price calculated did not submit the form, even though the deed restriction requires it.
- There were **8** Maximum Sale Prices calculated for the sale of units in Mountain Village and Telluride.
- There were **30** exception requests in the region.
- There were **44** sets of closing documents provided to title companies for the DR units purchased.
- There were **9** refinances SMRHA was noticed about and **all** of them closed by the end of the year. There were 3 in each jurisdiction. The 3 that were Town of Telluride deed restricted units required a new option prior to the closing as did 2 Town of Mountain Village Coyote Court units.
- Assisted buyers, sellers and their agents/attorneys with Initial Sale Price (ISP) and Maximum Sales Prices.
- Assisted owners regionally, regarding the specific inquiries listed below, including how to maintain compliance regarding:
  - Title changes (adding or dropping a co-owner)
  - Acknowledgments required due to title changes
  - Owner-occupancy, non-rental co-occupancy
  - Leave of Absence (LOA) exception requests
  - Sale procedures
  - Rental procedures; review of leases

### ***Regional Monitoring & Enforcement***

The Town of Telluride and San Miguel County continued enforcement on non-compliant owners based on the requirements of the deed restriction. The process is different for each jurisdiction, and Lawson Hill owners had not previously been through a compliance check, although, it has always been allowed. Additional details will be in each region's report in the following sections. A 2014 Mountain Village Compliance was initiated and contacts were continued into 2016. SMRHA continued to obtain documentation for compliance throughout the region as potential issues were brought to our attention.

- Researched and provided information to government partners upon complaint or notification of possible violations.
- Collected fees for all applications and all RETA/RETT collections/exemptions for all deed restriction related sales.

### ***Regional Policy & Guidelines Changes***

Worked with legal departments on revisions to documents related to the deed restriction program administration, amended the Guidelines with the Town of Telluride including new HUD AMI in 2015, and worked on exception and exemption agreements for recording.

### ***Regional Foreclosure Information***

- Public Trustee sale notices were monitored, any deed restricted status was confirmed and government partners updated as necessary for protection of DR and public investment.
- **8** properties in San Miguel County were noticed for foreclosure in 2015, and **2** were deed restricted properties.

- 1 property was withdrawn and 1 cured in 2015.
- 16 properties were carried over into 2015 and 4 were deed restricted units.
  - The 4 deed restricted properties:
    - 1 Sold to a private party
    - 2 Withdrew and cured
    - 1 was still active going into 2016
- 6 properties re-sold subsequent to foreclosure noticing in 2015

<b>Deed Restricted Properties SOLD in 2015 after Foreclosure noticing</b>						
	<b>Fore. #</b>	<b>Property</b>	<b>Date sold</b>	<b>Sold to</b>	<b>Still DR'd</b>	<b>Current Status/Notes</b>
<b>SMC</b>	2014-08	Unit A, Hunters Gulch Condos	3/12/15	H2 Properties Inc.	Yes	Sold for \$251,000.00 An overbid of \$30, 688.00

The following table is an overview of sales price averages for properties in San Miguel County that were foreclosed on and then resold.

<b>Property transactions in 2015 related to Foreclosure Noticing as of 12/31/15</b> (This represents purchase by private party at/prior to Public Trustee sale and "RESOLD" by Holder after Foreclosure.)				
<b>Outstanding Principal (OP*)</b>	<b># Sold</b>	<b>Average % of OP* paid</b>	<b># DR'd</b>	<b>Average % of OP* paid</b>
> \$1,000,000	NA	-	-	-
\$750,000 - \$999,999	NA	-	-	-
\$500,000 - \$749,999	1	41%	-	-
\$250,000 - \$499,999	0	-	2	44% more than OP
<\$249,999	1	69%	1	56% of OP

\*Original Principal

<b>Deed Restricted properties RESOLD in 2015 after Public Trustee Sale</b> (All of these were acquired by Holder at Public Trustee Sale*)						
	<b>Fore. #</b>	<b>Property</b>	<b>Date sold</b>	<b>Still DR'd</b>	<b>Resold</b>	<b>Current Status/Notes</b>
<b>SMC</b>	2014-14	LH Lot 32B	10/30/2014	Yes	8/18/2015	Resold for 43% of OP (\$155,400)

In 2015, the Aldasoro Lot the County purchased in 2009 to preserve the deed restriction, sold to a qualified household. Telluride Pines, with a deed restricted ADU is still held by the Holder. The Town of Telluride sold Mendota D2 by lottery and it closed in 2015, but they have retained Mendota unit E2. The Town of Mountain Village still owns Prospect Plaza 2-3F and rents it to a Town Employee.



## Applications:

Applications by Jurisdiction	COUNTY	TELLURIDE	MOUNTAIN VILLAGE
Applications to Purchase/Own & Occupy for 2015			
Approved- includes multiple Applications from a Household	27	9	11
Withdrawn			
Returned/Incomplete			
Denied	4	3	
<b>Total Applications to Purchase/Occupy</b>	<b>31*</b>	<b>12*</b>	<b>11</b>
<b># of Properties to Purchase/Occupy</b>	<b>29</b>	<b>11</b>	<b>11</b>
Applications to Rent for 2015			
Approved to Rent/Occupy	9	27	11
Incomplete	2	2	1
Denied/Withdrawn	1	2	
<b>Total Applications to Rent</b>	<b>12</b>	<b>31</b>	<b>12</b>
<b>Total Applications Processed</b>	<b>43</b>	<b>43</b>	<b>23</b>

\* Includes several households applying for multiple units

## Exceptions & Other Items Before Housing Committees & Boards:

Exception Applications Handled	COUNTY R-1/New Cov	TELLURIDE	MOUNTAIN VILLAGE	DPCC
Granted	6	12	1	1
Withdrawn/postponed				
Exception Extensions	2	4	1	
Work Session/Subordination		1		2
Hearings	6	1		
Households on Probation		2		
<b>Total Exceptions 2015</b>	<b>14</b>	<b>20</b>	<b>2</b>	<b>3</b>

The

breakdown of the **39** exceptions and other items is as follows by jurisdiction and then the DPCC program funded by the jurisdictions.

### **San Miguel County Exceptions:**

- 1 request was for permission to rent during a leave of absence to attain a degree.
- 2 were for definition of employee: 1 based on work and time in the region and 1 due lack of information.
- 2 were for other property ownership and were requests to purchase while owning other property.
- 1 exception was for ownership of multiple lots from an unqualified owner, the School District. The item had not been completed and recorded and was addressed and finalized this year.
- 2 owners requested either an extension or a new term on their agreement.

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### ***San Miguel County Hearings:***

SMRHA completed the Lawson Hill Compliance Check, but several owners needed to request hearings in order to discuss how they can come into Compliance. The staff and Commissioners worked with the owners to reach favorable conclusions, if possible. The hearings are public and were noticed with the BOCC Agenda as San Miguel County Housing Authority items. Not all of the hearings were about owners; a few were about occupants who had special circumstances.

### ***Town of Telluride Exceptions & Other items:***

- **2** households were on probation going into 2015 and completed their probation by the second Quarter of 2015.
- **1** household requested a hearing after receiving a Notice of Violation and was provided with conditions to meet by providing information to SMRHA. The unit was also noticed for foreclosure and was withdrawn and cured in 2015, but the matter continued into 2016.
- **4** households requested extensions on their exceptions. **3** requests were for permission to rent longer until the unit could be sold and extend the exception. **1** request was for other property ownership and to extend the original timeline. All of the requests were granted and 3 exceptions have been resolved. One owner with an exception for other property ownership has yet to sell their unit and that extension expires in September 2016.
- **1** household requested a work session to discuss their HOA fees, but both of the deed restricted owners in that project attended the meeting. The matter was not resolved, but is still of concern to all parties.
- **10** Exceptions were granted:
  - **1** request was to purchase with private lending.
  - **1** request was for permission to purchase while exceeding the household income limit.
  - **2** requests were to add improvements to their maximum sales price (MSP).
  - **1** request was to qualify as retired.
  - **1** request was for permission to sell to a business owner after the Guidelines changed and no longer allowed business owners to purchase as a qualified owner.
  - **1** request was for permission to own as an unqualified household at a greater percentage than the qualified household person.
  - **2** requests were for not meeting the qualifications because they just moved back into the region. Both buyers were seeking exceptions to the same unit. The second buyer did close on the unit after the first buyer was not able to move forward with the purchase.
  - **1** request was to purchase a deed restricted unit while owning a free market unit.
  - **1** request was from a seller for a waiver of the 1% fee due at closing.
  - **1** request was from a renter, whose income combined with the current renter put the household over income.

### ***Town of Mountain Village Exceptions:***

- There were **2** exception requests granted:
  - **1** was for permission to extend permission to rent their unit until the renters could close.
  - **1** was for definition of employee from new buyers who wanted to move and then acquire employment.

### ***DPCC Exception & Subordinations:***

There was **1** exception request from a buyer because the Debt-to-Income ratio was too high for the E.D. to grant the loan. This was approved by the SMRHA Board and the property did close. **2** owners were given permission to re-subordinate their DPCC loan.

## Sales or Transfers:

Deed-Restricted Transactions (Improved and Unimproved)	COUNTY R-1/New Cov	COUNTY Price- capped	TELLURIDE	TELLURIDE EDU	MOUNTAIN VILLAGE
Total # properties sold 2015	25^	1	10		8^
2015 Average sale price	\$277,976	\$111,000	\$248,476		\$253,375
Total # properties sold 2014	12		22>		13~
2014 Average sale price	\$255,929		\$217,190		\$320,146
Total # properties sold 2013	12		2		6*
2013 Average sale price	\$273,946		\$217,250		\$293,500
Total # properties sold 2012	3		5		1
2012 Average sale price	\$205,500		\$215,620		\$110,250
2011 properties transferred w/ no payment to TMVOA	1				1
2011 property transferred w/some cost					1-\$182,500
Total # properties sold 2011	3		19		4
2011 Average sale price	\$502,955		\$255,106		\$341,750
Total # properties sold 2010	3		16		3*
2010 Average sale price	\$308,333		\$253,299		\$375,417*
2009 - # properties sold	4*		13		6*
2009 Average sale price	\$318,541*		\$275,427		\$272,684*
2008 - # properties sold	4	0	4	1	7**
2008 Average sale price	\$370,250*	0	\$192,850	\$440,000	\$515,105**
2007 -# of properties sold	22	1	7		16
2007 Average sale price	\$340,245	\$316,697	\$163,602		\$433,154

^ Includes 2 Quit Claims and purchases of Undeveloped Deed Restricted Lots

\* One of these was an unimproved lot

\*\*Does not include the 2 gov't sales. This count reflects 1 Quit Claim and an aver. sale price adjustment because money did in fact change hands.

> 1 sale included the price of 2 units, but it was only counted as 1 sale for the Telluride Count.

~ 1 sale was Hotel Madeline's purchase that included the 10 DR units-no prices were established so the TMV average is based on 12 sales.

## Deed Restriction Programs by Jurisdiction

### San Miguel County

#### DR Administration

SMRHA worked with County staff and legal on a number of issues regarding the deed restriction, owner issues, and foreclosures. The 2014 Compliance Check revealed issues for owners and SMRHA classified each situation and then presented a list to the County Commissioners. In order to not burden most of the owners with the expense of an Exception in order to address their situation, a Notice of Violation was issued and the owners had one year to become compliant or 15 days to request a hearing to resolve the issue. The hearings began in the fall of 2014 and continued into 2015.

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A non-local closing of a bank owned property did not have the correct information and the closing was delayed until the correct conditions were met. SMRHA later discovered it was still closed improperly and prior to a refinance, proper documents were filed and the issues were corrected with the help of a local title company.

- The DR Administration Fee (1%) collected is \$60,505.45 from **19** sales. This includes sales of Industrial Lots in Illium and some fees from 2014 closings. Not all of the fees from 2015 closings were deposited by the end of the year.
- The .75% Fee, sales taxes, applications, and other fees collected was \$77,351.61. There are some fees from closings that were not deposited by the end of the year and there are still some fees missing from the San Bernardo Home Owners Association not paid as required and some from Illium from prior years.
- There was \$1,750.00 collected in exception fees.
- Processed closing documents for **24** closings, including some carry-overs from 2014.
- **31** applications to purchase were reviewed; the results are in the table.
- **6** exception requests were submitted to SMRHA in 2015. **2** requests for an extension to an exception were heard and approved. **6** hearings were conducted with the SMCHA as a result of the Compliance Check.
- Received numerous requests for information from lenders/mortgage brokers, title companies, appraisers, and owners regarding refinance/purchase of County Deed Restricted properties.
- SMRHA was noticed about **3** refinances in 2015. There may have been others completed without contacting SMRHA. Unless there is an Option needed, we may not hear from the Title Company or lender.
- Continued to educate many applicants and others interested in deed restricted housing in unincorporated San Miguel County, including lenders, attorneys, Title Companies.
- Received numerous inquiries about owner occupancy and co-occupancy, and difficulties with renters in owner-occupied units.
- Property files were updated as time permitted with outstanding documents, including recorded ones. This is an on-going task.

## ***Monitoring***

### ***Foreclosure Update:***

- There were **0** County Deed Restricted properties noticed for Public Trustee Sale in 2015.
  - The **3** active foreclosures from 2014 were all resolved by the end of 2015.
- SMC held title on **1** deed restricted property from 2009, but it was sold to a local household for development in 2015.

### ***Compliance/Monitoring***

- **29** properties have resolved their Compliance issue through a hearing, or have submitted their information and qualified.
- **5** additional households will still require a hearing or an exception.
- **3** owners have property in at least 1 of the 4 counties not allowed under the County R1 deed restriction and will need to qualify and sign the new covenant or they will need an exception to become compliant.
- **8** owner files need attention from SMRHA staff and County legal.
- **1** owner cannot be located yet by SMRHA staff.
- Some monitoring in the region through our web-site, and other media occurred throughout the year. Any Deed Restricted properties noticed resulted in owners being contacted to assist with compliance if necessary.

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## ***Policies, Guidelines, and Master Documents***

- Made revisions to forms as needed due to Lawson Hill being able to adopt the Covenant.
  - The E.D. and staff worked with the County attorneys on exception documents, the hearings, and other research as needed.
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## **Town of Telluride**

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### ***DR Administration***

Town of Telluride compliance began in 2015 as the prior one was done in 2013 and they are done biennially. Some units not in compliance in 2013 were still being handled by the Town legal department and were not necessarily contacted in 2015. SMRHA staff continued to work with and seek guidance from the town legal department. The THA subcommittee worked with SMRHA and Town legal on Amendments to the Guidelines based on items tracked for the past few years. The adoption was moved to January 2016 after several additional recommendations from the full THA. The exception breakdown was provided in the table and there was a reduction in exception requests from 2014.

All of the breakdowns for the following stats are in the charts above.

- **12** applications to purchase were submitted for **11** properties.
- **31** applications to rent/occupy were reviewed and results provided for all complete applications.
- Total fees collected for the Town were **\$7,999.12**. The 1% fee collected was **\$6,719.12** from **3** property sales, **2** sales were business owners selling to qualified households and **1** was an unqualified household selling to a qualified household. One fee was a carry-over from 2014. The 1% fee was waived in the Guideline revision for qualified households, so no other sales required the fee.
- The **20** items for exception plus other situations were detailed above.
- There were **5** Notices of Intent to Sell in 2015 and 3 of these units closed in 2015. **1** unit from 2014 with an MSP closed in 2015 and **2** units with an MSP from 2015 closed in 2016.
- Assisted owners of price-capped units with allowed capital improvement costs.
- Calculated Maximum Sale Prices for **7** units for various reasons, not all were for sale.
- We were noticed about **3** owner refinances in 2015 and all three were able to get their loan.
- Worked with developers/agents for multiple properties to be developed with affordable housing.
- Staff received requests for information from lenders, mortgage brokers, title companies, appraisers, and owners regarding purchasing and refinancing throughout the year.

### ***Monitoring***

#### ***Compliance Checks:***

- Town legal began contacting non-compliant owners in 2014 and this continued into 2015. SMRHA continues to provide support and collect documents as directed.
- There are **20** owners still in the process of needing contact from Town legal or SMRHA going into 2016.

#### ***Foreclosure:***

- **1** Town deed restricted unit was noticed for Public Trustee Sale in 2015, and the Notice was withdrawn as cured.

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## ***Policies, Guidelines, and Master Documents***

- Additional revisions were made to applications and forms as needed.
- The Telluride Affordable Housing Guidelines: Appendix A and associated tables were updated in 2015, utilizing HUD's published Area Median Income for the county.
- As previously stated the Guidelines were reviewed at multiple THA subcommittee meetings and adoption was completed in January of 2016.

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## **Town of Mountain Village**

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Mountain Village had 8 properties sell by the end of 2015, including 1 unimproved lot. There were 2 exceptions taken to Town Council. The Compliance Check began continued in 2015, but owners still needed to be contacted in 2016. There were 26 non-responders, 19 incomplete responders, and 2 owners stating the unit was vacant. This was a dramatic increase from prior years. SMRHA staff hopes this was not due to VRBO or other short term rental occurring in the deed restricted units, but there is no way of knowing. SMRHA met with the new Director of Community Development and Planning and VCA Property Manager to review the deed restricted units and how SMRHA supports staff.

### ***DR Administration***

- **\$3,270.00** in fees was collected in application and administrative fees in 2015. There were **3** Admin. Fees collected all for sales of the Cassidy Ridge deed restricted units.
- There were **8** sales of TMV deed restricted properties in 2015.
- **11** applications to purchase/occupy 11 properties were submitted and all were approved.
- **12** applications to rent were reviewed and all were approved. This is less than ½ of the applications submitted in 2014.
- There were no Notices of Intent to Sell in 2015, but there were **2** inquiries about selling properties by lottery.
- The **2** exception requests were explained above in the Exception section.

### ***Monitoring/Compliance Check***

#### *Compliance Check:*

- **138** total units are being tracked for compliance.
  - **19** property owners provided incomplete information by the end of 2015.
  - **26** property owners did not respond although different SMRHA staff contacted them throughout 2015.
- **93** units are owner-occupied and/or rented and have provided the requested information.
- **2** owners continue to respond the unit is vacant.

#### *Foreclosure*

- **1** TMV deed restricted property was noticed for Public Trustee Sale in 2015. It was withdrawn by the end of the year and the owners are still in the unit.

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## **Down Payment & Closing Costs Assistance Program**

In 2015 there were 2 loans provided to local buyers. One owner was granted an exception to exceed the debt-to-income ratio and the other owner was approved by the E.D. One owner was at 82% of our Area Median Income (AMI) and the other was at 50% AMI. There was approximately \$64,000 in the account at the end of 2015 for new loans.

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### ***DPCC Loan Summary:***

<b>Year Approved</b>	<b>Total Loans Issued</b>	<b>Loans Paid Off in 2015</b>	<b>Payoff Amounts Rec'd</b>		<b>Outstanding Principal</b>	<b>Total Loans Paid Off</b>
			<b>Principal</b>	<b>Int/Apprec</b>		
2001 loans*	10					10
2002 loans	3					3
2003 loans	9				\$4,350.00	8
2004 loans	5				\$10,000.00	4
2005 loans	6				\$20,000.00	4
2008 loans	1				\$10,000.00	
2009 loans	2				\$27,500.00	
2010 loans	0					
2011 loans	6				\$49,402.00	2
2012 loans	5				\$47,355.00	
2013 loans	1				\$10,000.00	
2014 loans	3				\$28,883.38	
2015 loans	2				\$17,500.00	
<b>Total</b>	<b>53</b>				<b>\$224,990.38</b>	<b>31</b>

\* DP&CC loans after 2001, can be paid off at 5% per year, if paid within 3 years, or at a rate tied to the appreciation of the property. Loan terms have been altered several times since 2001.

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### ***Mortgage Credit Certificate Program***

The statewide MCC program administered by CHFA has not been greatly utilized locally. We received 1 report of a re-issue due to a refinance, but we did not receive any other reports of local use. We continue to discuss the program with all potential first-time homebuyers.

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## **SECTION 8**

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### ***Overview of Section 8 Program Administration***

The Housing Choice Voucher Program Manager continues to operate out of two (2) offices and splits the week with two days in Telluride and two in Norwood. The majority of our vouchers are with Norwood residents and the donated county office space provides clients with in person attention saving them travel costs to Telluride.

We were administering 57 Vouchers the end of 2015, and they were all locally administered. We received a total of \$23,499.16 in voucher administration fees for the program in 2015. Our waitlist has remained open for all of 2015. In 2015 local landlords received \$270,385.00 in rent and the utility allowances paid to Tenants totaled \$3,698.00.

Walk-in inquiries are fielded primarily by the Program Manager and the E.D., but all office staff help clients if needed. The Program Manager enters all applications into the online waitlist system for the program, and then when a Voucher is available the state releases a Voucher to the first household on the list in the system.

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The Program Manager attended some of the monthly webinar trainings about various parts of the Housing Choice Voucher (HCV) program, the webinars were provided by CDOH. The Program Manager and E.D. also attended 1 out of town training regarding the Elite operating system. The Elite System has been time consuming as several operations have not worked properly and the state staff has had to fix or enter the information on behalf of staff. The State also continues to make changes in Elite. We are required to maintain a paper or electronic file in addition to the information in the system. VCA and Shandoka both continue to accommodate Section 8 clients with rents that meet the maximum rent calculations from the state. Staff works with the property managers to resolve issues if and when they arise whether it is regarding the payment standard, payment from the client, or something else related to the program or the client.

- **7** families left or were terminated from the program for violations.
- **12** families were added this year.
- **2** families ported into the county.
- **3** families ported out of the county.
- Processed **16** families and issued Vouchers but they failed to lease up
- **1** household did not qualify
- **6** households failed to appear for their program briefing and did not reschedule
- **1** declined the voucher due to on-going family issues and returned to the waitlist
- Section 8 rules and regulations were explained to prospective landlords.
- Reviewed all NAHRO (National Association of Housing and Redevelopment Officials) Newsletters and emails for changes in HUD rules. Monitored the CDOH Web Page for changes in HUD rules and forms at the end of each week. Implemented changes and rules as needed.
- **40** new applications were accepted.
- Maintained/organized/created tenant files.
- All Staff aided with walk-ins this year, which included conducting interviews with potential clients turning in information, changes in households, and general questions. Information to complete interim re-certifications were collected.
- Completed **41** annuals this year and **5** annuals with move, which requires complete recertification of the family, including third party income verification, and ensuring the family still qualifies for the program.
- Completed **11** interim re-certifications this year, due to notification of changes in household size and/or income, completed third party income verification if income changed.
- Conducted **19** Inspections and **5** Re-inspections this year.  
Agency Relationships
- Worked with the state staff on documentation and reporting questions
- Complaints-There were several complaints from clients this year after a project was sold. The new owners made changes to the rent, utilities, and also made it difficult for tenants to continue to live in the units. Two of the ports listed above were a result of the new ownership. There was also a client with a Voucher that was included in the number who failed to lease up above. The client was making allegations about the handling of his Voucher and the unit he wanted to lease up in. The client was instructed to contact the State. SMRHA followed all of the administrative policies in place by the state. The client had not reapplied to the waitlist by the end of the year.
- The staff responded to all contacts from the public and tenants or landlords in a timely manner.



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## ***Training***

- Attended the following online Webinar Trainings:
  - 2 Elite Q&A's that covered different topics about the program
  - Medical Calculation
  - Terminations
  - Open Forum was a Q & A open to all state contractors. Questions were not submitted in advance and we discussed during the webinar

## ***Agency Relationships***

- Worked with the state staff on documentation and reporting questions. The State staff also helped with submitting documents, entering data in Elite, and providing letters from the system. The E.D.'s access has been nearly non-existent throughout the year. Their help is both appreciated and needed as the Program Manager cannot work on these files.
- The E.D. sat as a hearing officer for 2 informal hearings for 2 Housing Authorities in 2015. A third request was initiated, but the hearing occurred in 2016.

## Section 8 Clients

This chart reflects all Adult clients that were on the program on Jan. 1, 2008 and all new ones added through 2015. This will remain a continuous count as beginning again would have created accuracy issues.

<b>Breakout of Adult Section 8 Clients – 139 since Jan. 2008</b>				
Working	Disability	Social Security	Not Working	Other
46%	15.1%	13.7%	17.3%	7.9%

<b>Housing Needs of Families in San Miguel County based on Placements Since January 2008- 114 Families, 230 Individuals</b>					
Family Type	Overall YTD	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm
Income <= 30% of AMI	94.4%	27.4%	30.7%	14.5%	21.8%
Income >30% but <=50% of AMI	5.6%	0.8%	1.6%	2.4%	.8%
Elderly	10.5%				
Families with Disabilities	25%				
Race/Ethnicity White	*84.3%				
Race/Ethnicity Hispanic	*12.1%				
Race/Ethnicity African American	*2%				
Race/Ethnicity Other	*1.6%				
*percentages are based on individuals not family					
Locations	Telluride	Placerville	Norwood	Ophir	Other
	43.6%	.8%	48.4%	3.2%	4 %
Break-up of Telluride alone	Telluride	Mountain Village			
	29.6%	70.4%			

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## EDUCATION AND OUTREACH

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### ***Education and Outreach***

The E.D. offered **9** homebuyer education classes in 2015. There were **5** classes held in San Miguel County, **2** held in Ouray County on the E.D.'s own time and **2** held in Crested Butte. The City of Crested Butte paid for the E.D.'s and travel and provided food and beverage for the classes. The E.D. held a class in Montrose for the Montrose Habitat affiliate on her own time and Habitat paid the material fee for the attendees. There were **48** households that attended classes, **7** households had purchased homes by the end of the year. There were **23** households under 79% AMI for their county, **6** households between 80%-100% AMI and **14** households over 100% AMI. Two households decided to not respond, but they do still get reported to HUD as attendees.

### ***Colorado Mountain Housing Coalition***

The Colorado Mountain Housing Coalition (CMHC) meetings were held twice this year. The group continued to offer a rural workshop day, with an additional half day devoted to a Section 8 training. The workshops were voted on and the ones with the most interest were then organized by several people. The topics included: Policy and Regulations-Do They Work for Us, Succession Planning, and Building With the Mad Hatters. Keynote speaker Mick Ireland presented on, Our Rural Wonderland. On the Thursday before the workshops, the Division of Housing staff presented the top audit findings and how to avoid them. The new Director of the Division of Housing offered a Question and Answer session in an open forum format. In total, our meetings represent 17 counties and 22 organizations/agencies. The E.D. is currently the Vice President of Education and Outreach and a voting member.

### ***Other Outreach***

The Ouray County Housing Authority (OCHA) re-ignited the work on a county-wide set of guidelines for deed restricted units and conducted the first public meetings for each jurisdiction and the public to review. By the end of the year, meetings had stalled, but with housing issues becoming more vocal in Ouray County, the Board will take up finalizing the Guidelines in 2016.

## Web Page Information:

The web-site counter pages were not visible, but they were working on most pages. The Deed Restricted Programs page and the month of July had counts missing. A website re-design is in progress and will be launched in 2016. It will increase costs for the web-site, but will be recognizable on all devices, counters will be back in place, and the Classifieds page will be more customized and still free to users.

The web page files are maintained on the server, and any file clean-up is performed in-house when notified by the staff or the public. Members of the public can contact us by phone, Email, or in-person regarding the web-site and its features. The public was assisted with download/upload problems on the classified pages throughout the year.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>Main Page</b>												
Page Visits	397	517	540	535	541	377	NA	762	699	675	407	467
Page Views	487	621	698	669	659	499	NA	899	869	805	517	604
<b>Programs Financial</b>												
Page Visits	26	22	25	31	18	14	NA	27	31	24	21	26
Page Views	40	30	38	59	25	25	NA	39	52	40	30	36
<b>Section 8</b>												
Page Visits	5	6	8	14	5	6	NA	9	9	4	9	6
Page Views	11	15	11	16	8	229	NA	12	14	9	12	7
<b>Shandoka</b>												
Page Visits	23	20	32	41	38	22	NA	38	62	45	27	34
Page Views	32	28	49	75	53	34	NA	57	90	72	43	46
<b>VCA</b>												
Page Visits	19	29	30	45	48	25	NA	51	81	72	47	52
Page Views	47	72	65	95	96	49	NA	121	176	150	100	100
<b>Contact</b>												
Page Visits	199	222	212	185	202	153	NA	293	312	321	196	203
Page Views	306	328	303	269	290	296	NA	421	433	470	289	277
<b>Reports</b>												
Page Visits	14	19	21	12	18	4	NA	10	20	21	13	17
Page Views	22	32	43	13	38	6	NA	17	26	33	21	28
<b>Classifieds</b>												
Page Visits	41	56	4	NA	175	244	409	452	376	335	171	180
Page Views	204	232	12	NA	790	1007	1654	1821	1935	1525	816	795

**Classified Page:**

<b>Buyers/Sellers Use of Free Classified Ads On SMRHA Web Site</b>				
<b>Type of Classified Ad</b>	<b># of units</b>	<b>Average Asking Price</b>		
<b>County</b> DR for sale, incl. 2 lots	8	\$315,437.50		
<b>Mountain Village</b> DR for sale	4	\$484,125.00		
<b>Telluride</b> EDU for sale no price cap	1	\$289,000.00		
<b>Total</b>	<b>13</b>	Total avg. asking Price For deed restricted		<b>\$362,854.16</b>
<b>Free-Market</b> for sale Avg.	<b>3</b>		3	\$563,000.00 \$563,000.00

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## Budget Summary

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The Executive Director managed the 7 accounts: the General Fund, which is the primary operating account for SMRHA, the three San Miguel County R-1 accounts, which includes a checking account for RETA, application, and sales tax fees, a Loan Default Account and a ColoTrust account for Loan Default also, the Section 8 account which is for depositing the monthly administration fees, which then get transferred into the General account and the final 2 accounts are DP&CC checking and a DP&CC ColoTrust account.

The following pages represent the totals from January 1 through December 31, 2015. Balance statements are provided to the SMRHA Board members at each meeting for all accounts and may be requested by each government at any time. All items where more than the budgeted amounts were expended were discussed with the Board. There were no items of concern. The San Miguel County share is always reduced based on the amount collected in exception fees, which are deposited, directly into the SMRHA General Account and not into a San Miguel County Account.

The program is operating under budget and we had a carry-over of \$46,413.00.00 upon conclusion of the 2014 audit. The approved budget for 2015 presented to all the jurisdictions included staff increases, utilizing 2013 carry-over funds, and an increase of \$12,858.00 for each jurisdiction. It is anticipated that we will have a carry-over of \$80,000 from 2015.

An equal share is paid by the jurisdictions to support SMRHA's operations. The 2015 budget reflects an increase for each jurisdiction due to the declining carry-over funds utilized for agency personnel and operations. The E.D. continues to operate the organization under budget and the carry-over funding is the only buffer SMRHA has for unexpected expenses.

## Budget vs. Actual Jan – Dec 2015

	Jan 1 - Dec 31	Budget	\$ Over Budget	% of Budget
<b>Revenue/Expense Budget</b>				
<b>Revenue</b>				
<b>2015 Budget Revenue</b>				
Misc Revenue	1,842.40		1,842.40	100.0%
Interest Revenue	5.50	40.00	-34.50	13.75%
R1 Exception Fee	1,750.00	4,200.00	-2,450.00	41.67%
San Miguel County	80,388.00	82,138.00	-1,750.00	97.87%
Town of Telluride	82,138.00	82,138.00	0.00	100.0%
Town of Mtn Village	82,138.00	82,138.00	0.00	100.0%
State of CO Sec 8 Admin	25,125.00	25,125.00	0.00	100.0%
2014 Carry-over	46,413.00	40,000.00	6,413.00	116.03%
<b>Total 2015 Budget Revenue</b>	<b>319,799.90</b>	<b>315,779.00</b>	<b>4,020.90</b>	<b>101.27%</b>
<b>Payroll Expenses-salary/hrly+ benefits</b>				
Executive Director	74,460.10	74,460.00	0.10	100.0%
Section 8 Manager	36,207.10	45,349.00	-9,141.90	79.84%
Local Housing Prog Spec/Man	27,763.14	46,800.00	-19,036.86	59.32%
PERA	18,685.04	22,485.00	-3,799.96	83.1%
Medicare	2,238.02	2,499.00	-260.98	89.56%
Health Insurance	22,444.60	25,452.00	-3,007.40	88.18%
SUTA	467.30	513.00	-45.70	91.09%
Worker's Comp-pd in 2015for 2016	552.00	975.00	-423.00	56.62%
<b>Payroll Expenses - Benefit Pay</b>	<b>15,916.04</b>	<b>0.00</b>	<b>15,916.04</b>	<b>100.0%</b>
<b>Total Payroll Expenses</b>	<b>198,733.34</b>	<b>218,533.00</b>	<b>-19,799.66</b>	<b>90.94%</b>
<b>Operating Expenses</b>				
Rehab Prog/SW Reg Mtg	1,000.00	2,000.00	-1,000.00	50.0%
Internet/Web site Fees	130.00	201.00	-131.00	34.83%
General/D&O Ins	2,960.00	3,000.00	-40.00	98.67%
Office Telephone	1,951.02	1,800.00	160.89	108.94%
Office Supplies	2,139.87	1,495.00	505.44	133.81%
Postage/Meter rental	284.35	600.00	-315.65	47.39%
Bank Charges	78.00	150.00	-72.00	52.0%
Mileage & Travel Incl Sec 8 Programs & Education/Outreach	2,671.46	4,756.00	-2,084.54	56.17%
Advertising	111.79	750.00	-638.21	14.91%
Advertising	673.48	3,000.00	-2,326.52	22.45%
Dues & Memberships	399.00	450.00	-51.00	88.67%
EquipMaint/Repair/Intrnet Sec	701.00	1,001.00	-300.00	70.03%
Application & Grant Fees	0.00	900.00	-900.00	0.0%

Misc.Office	0.00	300.00	-300.00	0.0%
Staff Ed/Training	503.78	3,000.00	-2,496.22	16.79%
Financial Audit	5,950.00	6,000.00	-50.00	99.17%
Section 8 CBI records	143.85	125.00	18.85	115.08%
Legal Services	0.00	5,001.00	-5,001.00	0.0%
Board Cont.Ed & Training	0.00	300.00	-300.00	0.0%
Copier Lease & Maintenance	1,191.64	1,800.00	-608.36	66.2%
Computer Hardware	1,472.89	2,400.00	-927.11	61.37%
Computer Software	803.20	1,500.00	-696.80	53.55%
Rent/cleaning 10/14-10/15	8,574.44	10,800.00	-2,225.56	79.39%
Comp Study/Misc Expenses	1,874.95	1,800.00	74.95	104.16%
<b>Total Operating Expenses</b>	<u>33,614.72</u>	<u>53,129.00</u>	<u>-19,703.84</u>	<u>63.27%</u>
<b>Total Expense</b>	<u>232,348.06</u>	<u>271,662.00</u>	<u>-39,503.50</u>	
<b>Net Ordinary Revenue</b>	87,451.84	44,117.00		
<b>Other Income/Expense</b>				
<b>Other</b>				
<b>Expense</b>				
Depreciation	0.00	0.00		
Reimbursed expenses from other sources	667.08	0.00		
<b>Total Other Expense</b>				
<b>Net Other Revenue</b>	<u>667.08</u>	<u>0.00</u>		
<b>Net Revenue</b>	<u><u>88,118.92</u></u>	<u><u>44,117.00</u></u>		



## DEED-RESTRICTED PROPERTY INVENTORY

	Current # of Deed Restricted Units Built		Other/Notes
	Owner Occ.	Rental/May Be Vacant	
<b>TOWN of TELLURIDE</b>			
<b>Affordable Housing Units (AHU-mitigation)</b>	Owner Occ.	Rental/May Be Vacant	
<b>Owner-Occupied</b>			
586 West Pacific Condos	1		
Ballard Condominiums	4	2	
Boomerang Lodge		1	
Boomerang Village	3		
Brown Homestead Condominiums	1		
Double Diamond Condominiums	2		
Eider Creek Condominiums	1		
Element 52 Condominiums	2	6	
Hillenmeyer Condominiums		1	
Lulu City Condominiums	1	1*	*Lock-off unit only-1 bdrm
Outlaws at Prospect Creek	1		
Owl Meadows	1		
Red Brick Condominiums		1	
West Pacific Campus Condominiums		1	
Wilkin Court	12	1	
Willows at Telluride, phase II		1	
<b>Rentals</b>			
AHU Town Rentals* (various locations)		13	
Creekside (under private management)		26	
<b>Deed Restricted/Price-capped – Other</b>	Owner Occ.	Rental	
Popcorn Alley (Cribs)	2		
<b>Town Constructed</b>	Owner Occ.	Rental	
Entrada	14		
Fino II Condominiums	2		
Gold Run	17		
Mendota	14		
Popcorn Alley (Cribs)	1		
Telluride Family Housing (TFH)/Block 24	6		
White House Condominiums	8	1	
<b>Town Constructed Units (Town/School design)</b>	Owner Occ.	Rental	
Town of Telluride (1 TFH, 1 Mend, 2Ent)	2	2	
School District (1 Mendota, 1 Ent, 1 GR )	2	1	
<b>Employee Dwelling Units (EDU)</b>	Owner Occ.	Rental	
Various Locations	7	23*	*Some units are still being contacted for compliance info.
<b>Shandoka-THA Constructed</b>	Owner Occ.	Rental	
Shandoka (25 Units are under EDU DR)		134	
<b>Sub-Total</b>	<b>104</b>	<b>215</b>	
<b>Total – Town of Telluride</b>	<b>319</b>		
<b>Units Lost due to Foreclosure</b>	<b>2</b>		Both Brown Homestead

	Current # of Deed Restricted Units Built		Current # of Deed Restricted Units Approved	
	Owner Occ.	Rental	# Units Approved	Preliminary Approval
<b>SAN MIGUEL COUNTY</b>				
<b>Accessory Dwelling Units (ADU)</b>	Owner Occ.	Rental		
Aldasoro	1	11		
Elk Run		5		
Hastings Mesa		1		
Hillside of Telluride		1		
May Girl & Maryland Lode		1		
Raspberry Patch		2		
Ski Ranches		18		
Skyfield North		1		
Telluride Pines	1			
Wilson Mesa		5		
<b>R-1 Deed Restriction (LUC) / County Cov</b>	Owner Occ	Rental/Vacant	Undeveloped	
Aldasoro	18		5	1 built/vacant
Lawson Hill	87		6	
Elk Meadows	14		1	
<b>Live-Work Units</b>				
Lot C			12	
Lot D – Hunter’s Gulch		4		
Lot E			6	
Lot F2			2	
Lot L			29	
The Pointe at Lawson Hill	10	1		
Ridgeview (comm/residential)		1		
Rio Vistas	2	4		
San Miguel Ridge	12			
Top of the Hill	2	1		
TSD units		4		
San Bernardo	21			
San Bernardo PUD – Employee Apartments		1	7	
Sunshine Valley (Lot P)	3	4		13
Two Rivers (Lot P)	28			
Q lots	1		43	
<b>Affordable Housing Covenant Guidelines</b>	Owner Occ.	Rental		
Rio Vistas II	7	1		
<b>Sub-Total</b>	<b>207</b>	<b>66</b>	<b>111</b>	<b>14</b>
<b>Total – County</b>	<b>273</b>		<b>125</b>	
<b>Units Lost due to Foreclosure (or * Deed in Lieu)</b>	<b>4*</b>		*Rio Vistas II (2) Two Rivers (1) San Bern (1)	

	Current # of Deed Restricted Units Built		Current # of Deed Restricted Units Approved	
	Owner Occ.	Rental	# Units Approved	Preliminary Approval
<b>MOUNTAIN VILLAGE</b>				
<b>Affordable Housing Restriction 2006-07</b>	Owner Occ.	Rental		
Lot 20-Castellina	1			
Lot 109R/110 Mtn Village Hotel (73-76R)			1	
Lot 122			1	
Lot 123 R			1	
<del>Lot 164GR</del> [Sold in foreclosure 12/17/09]			5	No units built
Lot SS165ABR – Cassidy Ridge	2	1		
Lot 600A- Elkstone		1		
<b>Coyote Court Deed Restriction</b>	Owner Occ.	Rental		
OSP 22R2 - Coyote Court	10			
<b>Employee Housing Restriction 1997-05</b>	Owner Occ.	Rental/Unkn own		
OSP 35B - Big Billies		149		
1005R & 1001 - Village Court Apartments		221		
Lot 649R - Boulders	9	5	7	
Lot 639 - Fairway Four	15	8		
Lot 61R - Franz Klammer	1	3 +2 unknown		
Lot 160R - Mountain Village Firehouse		3		
Lot 640C - Northstar	3			
Lot 645 Parker Ridge	14	4		
Lot 725R1 - Pennington	1			
Lot 647 - Prospect Creek	10	4		
Lot 648AR - Prospect Plaza	2	3		
Lot 82R1 - See Forever	1	1		
Lot 640DR - Spring Creek	7	1 +1 unknown	4	
Lot 640BR - Timber View	2		6	
Lot 159R – Bear Creek Lodge (no info. on file)		2		
Lot 31 - La Tramontana		2		
Lot 158R1/158R2 - Tristant		1		
Lot 38R-50-51 – TMVRC a.k.a. Capella		10		
Lot 126R/152R [FC 2/27/09] New PUD 7/13			18 dorms + 8 apts	
LOT 165(Unit 23)-Cortina	2			
Lot 17-Emp Apt				1-density bank
Lot 28- Lumiere	1			
Lot 71R			1	
Lot 30			2 dorm	
Lot 644-			54	
<b>Sub-Totals</b>	<b>81</b>	<b>422</b>	<b>83units/ 20 dorms</b>	<b>1</b>
<b>Total-Mountain Village</b>	<b>503</b>		<b>103</b>	
<b>Units Lost due to Other Circumstance</b>				
Telluride Apartments- <del>Condemned</del>	<b>30</b>			
La Chamonix-re-zoned	<b>1</b>			
<b>Units Lost due to Foreclosure</b>	<b>3</b>		<b>ProsPlaz2-3D/SprCrk 6/Bldrs15</b>	
<b>Units Lost due to Foreclosure w/ Zoning change</b>	<b>6</b>		<b>PrkRdg(702/503/803)/ProsPlaz2-3B/See4everE3/FF5</b>	
<b>Total TMV DR Units Lost</b>	<b>40</b>			
<b>Regional Total of Units Lost</b>	<b>45</b>			
<b>REGIONAL TOTAL –Does not include lost units</b>	<b>1095</b>		<b>228</b>	



**PLANNING & DEVELOPMENT SERVICES  
DEPARTMENT**

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

**Agenda Item #16**

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**TO:** Town Council  
**FROM:** Dave Bangert, Town Forester  
**FOR:** Town Council meeting on May 16, 2016  
**DATE:** April 6, 2016  
**RE:** Consideration of a Resolution to Approve a Revocable Encroachment Agreement for the proposed installation of landscaping in the San Juan Road Right-of-Way Adjacent to Lot 154.

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**PROJECT GEOGRAPHY**

**Legal Description:** Lot 154, Telluride Mountain Village  
**Address:** 111 San Juan, The Lorian  
**Applicant/Agent:** Julee Wolverton, Landscape Architect  
**Owner:** Lorian HOA  
**Zoning:** Multi Family  
**Existing Use:** Multi Family  
**Proposed Use:** Multi Family  
**Lot Area:** 1.59 acres

**Adjacent Land Uses:**

- **North:** Open Space
- **South:** Multi Family
- **East:** Open Space
- **West:** Open Space

**ATTACHMENTS**

- Exhibit A: Resolution
- Exhibit B: Plans

**BACKGROUND**

The applicant has submitted a Design Review Process development application in accordance with the Community Development Code (CDC). The applicant is proposing landscaping in the San Juan Right-of-Way in front of the Lorian on Lot 154.

The Town owns the San Juan Road Right-of-Way and the Council may grant revocable encroachments at its sole discretion. Staff would note that the Public Works Department believes that the landscaping will not be adversely affected by snow plowing activities over the winter, with the encroachment agreement protecting the Town from any damages to all landscaping and hardscape installed in the Road Right-of-Way.

**RECOMMENDATION**

Staff recommends the Town Council approve the requested encroachment into the San Joaquin Road Right-of-Way, with the following proposed motion:

*“I move to approve a resolution for a revocable encroachment agreement into the San Joaquin Road Right-of-Way for new landscaping for the Lorian located on Lot 154”*

**RESOLUTION OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO TOWN COUNCIL  
APPROVING A REVOCABLE ENCROACHMENT AGREEMENT INTO THE SAN JOAQUIN  
ROAD RIGHT-OF-WAY FOR THE PLANTING OF TREES FOR THE LORIAN LOT 154**

**RESOLUTION NO. 2016-0519-\_\_**

**RECITALS:**

- A. The Town of Mountain Village (“Town”) is the owner of record of real property described as the San Joaquin Road Right-of-Way; and,
- B. Lorian HOA, Harold Skripsky President (“Owner”) is the owner of record of real property described as Lot 154, Town of Mountain Village, CO;
- C. Right-of-way encroachments are a discretionary allowance of the Town Council; and
- D. The proposed revocable encroachment is needed to allow for the new landscape plantings; and,
- E. The Town Council conducted a public meeting on May 19, 2016.

**Now, Therefore, Be It Resolved** that the Town Council hereby approves a revocable encroachment in the San Joaquin Road Right-of-Way as set forth in Exhibit A with a condition that the Planning Division staff prepares a revocable encroachment agreement for execution by the Town Manager and the Owner.

**Section 1. 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 2. 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 3. Effective Date**

This Resolution shall become effective on May 19, 2016 (the “Effective Date”) as herein referenced throughout this Resolution.

**Section 4. Public Meeting**

A public meeting on this Resolution was held on the 19<sup>th</sup> day of May, 2016 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

**Approved** by the Mountain Village Town Council at a public meeting on May 19, 2015.

**Town of Mountain Village, Town Council**

By: \_\_\_\_\_  
Dan Jansen, Chair

**Attest:**

By: \_\_\_\_\_  
Jackie Kennefick, Town Clerk

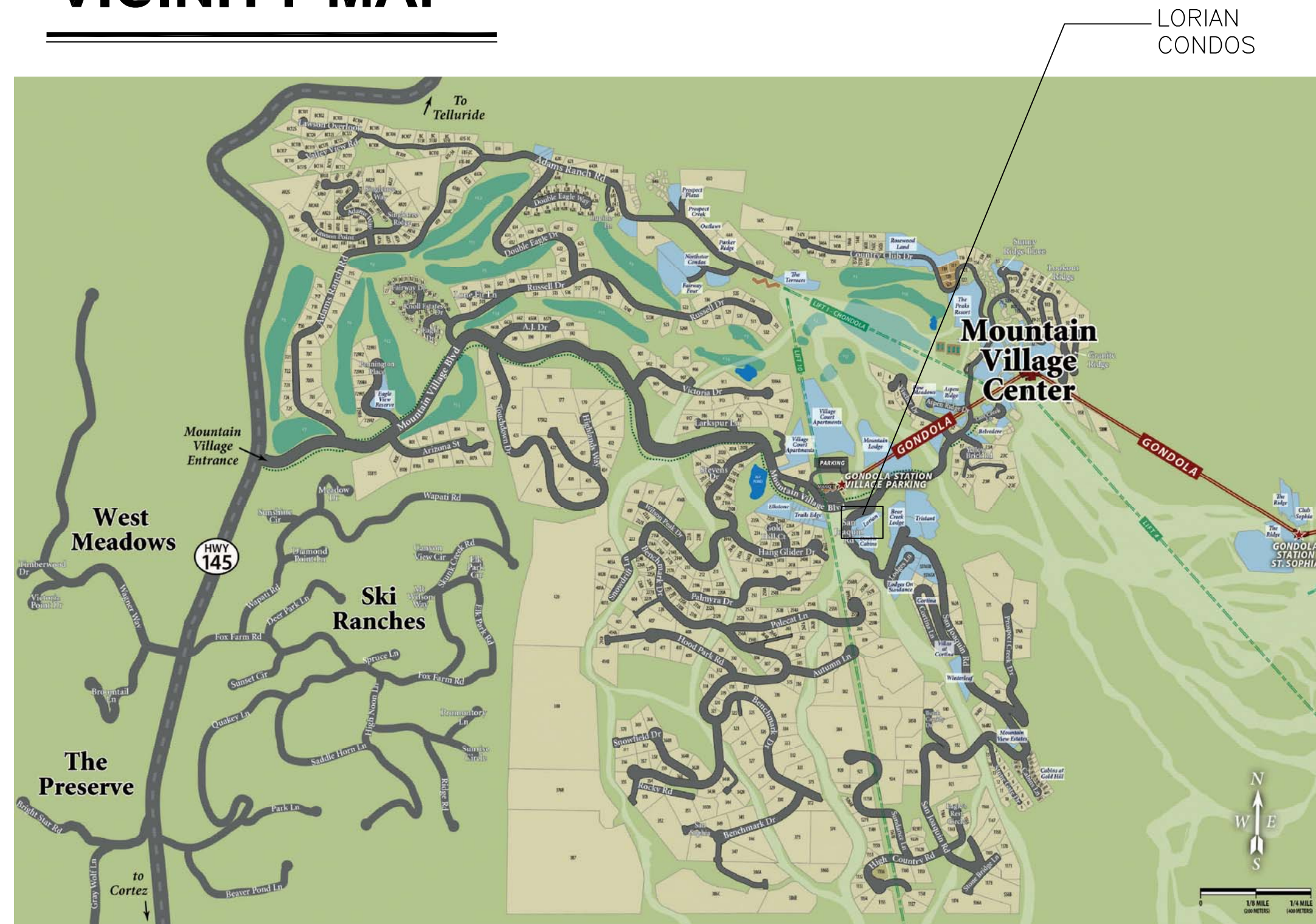
**Approved as to form:**

By: \_\_\_\_\_  
James Mahoney, Assistant Town Attorney

# LANDSCAPE IMPROVEMENTS TO THE ROAD FRONTAGE LANDSCAPE AT THE LORIAN CONDOS LOT 154 111 SAN JOAQUIN ROAD, TELLURIDE MTN VILLAGE, 81435

REVISIONS	BY

## VICINITY MAP

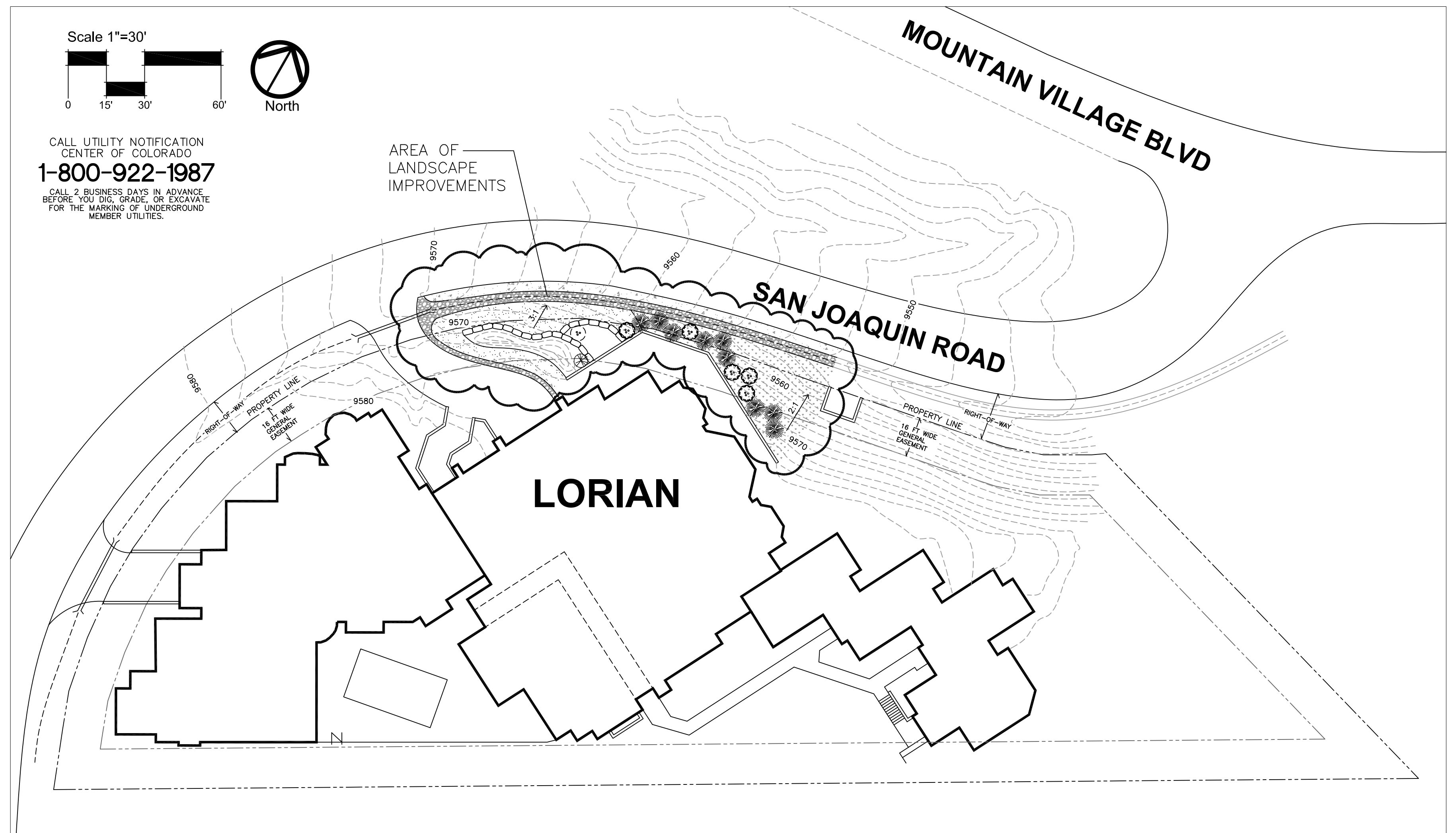


SHEET NO.	DESCRIPTION
L-0	COVER SHEET
L-1	PLANTING PLAN & LEGEND
L-2	DETAILS & NOTES

**DESCRIPTION OF LANDSCAPE IMPROVEMENTS:**  
 THE MINOR IMPROVEMENTS AT THE LORIAN CONDOS LOT 154 INCLUDE UPGRADING APPROXIMATELY 3,000 SF OF THE EXISTING LANDSCAPE AREA BETWEEN THE ENTRY DRIVEWAY AND SAN JOAQUIN ROAD. THE IMPROVEMENTS INCLUDE THE FOLLOWING:

1. ADDING A 2 FT. WIDE COBBLE SHOULDER ALONG THE EAST SIDE OF THE ENTRY DRIVEWAY, AND A 6 FT. WIDE AREA OF COBBLE ALONG SAN JOAQUIN ROAD DRAINAGE SWALE FROM THE DRIVEWAY EAST TO THE EXISTING UTILITY STRUCTURE.
2. EXPANDING THE TURF GRASS ABOUT 2,000 SF IN AREA IN FRONT OF THE TERRACED RETAINING BOULDER WALL PLANTERS.
3. DENSELY PLANTING THE RETAINING BOULDER WALL PLANTERS WITH FLOWERING ALPINE PERENNIALS TO HIGHLIGHT THE WALL SIGN AND ENTRY FEATURE.
4. ADDING NATURAL CLUSTERS OF BLUE SPRUCE, GREEN SPRUCE, AND ASPEN TREES ALONG THE FACE OF THE TALL ENTRY RETAINING WALL AND DRAINAGE SWALE ALONG SAN JOAQUIN ROAD.
5. SOME OF THESE LANDSCAPE IMPROVEMENTS OCCUR IN THE PROPERTY RIGHT-OF-WAY AREA.

## OVERALL SITE



### GENERAL CONSTRUCTION NOTES

1. The contractor shall have all existing utilities located. Actual locations and depths may vary and additional underground utilities may exist. Existence and locations of all underground utilities and structures should be verified prior to any construction on this property.
2. All satisfactory excess excavation from the construction shall be spread uniformly across the area to be seeded. All unsatisfactory or waste material including vegetation, roots, concrete, rocks, or other debris, shall be hauled from the project by the Contractor. No separate pay.
3. Contractor shall give 48 hours notice to all authorized inspectors, superintendents, or person(s) in charge of public and private utilities affected by his operations PRIOR to commencement of work. Contractor shall assure himself that all construction permits have been obtained prior to commencement of work. All permits obtainable by the Contractor shall be obtained at the Contractor's expense.
4. Contractor shall confine his construction operations to the right-of-way, and designated staging area as approved by the H.O.A. president, Harold Skripsky (480-247-9372). Any damage to private facilities outside these limits shall be repaired by the Contractor at no expense to the Owner.
5. All construction, and related work, all materials, performance and quality of work, shall conform to the requirements of Town of Telluride Mountain Village Standard Requirements.

Julee Wolverton,  
 Landscape Architect



61945 Nighthawk Road  
 Montrose, CO 81403  
 phone: 970.249.9392  
 cell: 970.417.1779  
 wolverton@montrose.net

**Lorian Condos, Lot 154 - Landscape & Site Upgrades  
 Telluride Mountain Village, Colorado**

DATE  
 03-30-16

SHEET TITLE

COVER SHEET

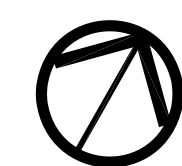
SHEET No.

L-0



# LANDSCAPE PLAN & LEGEND

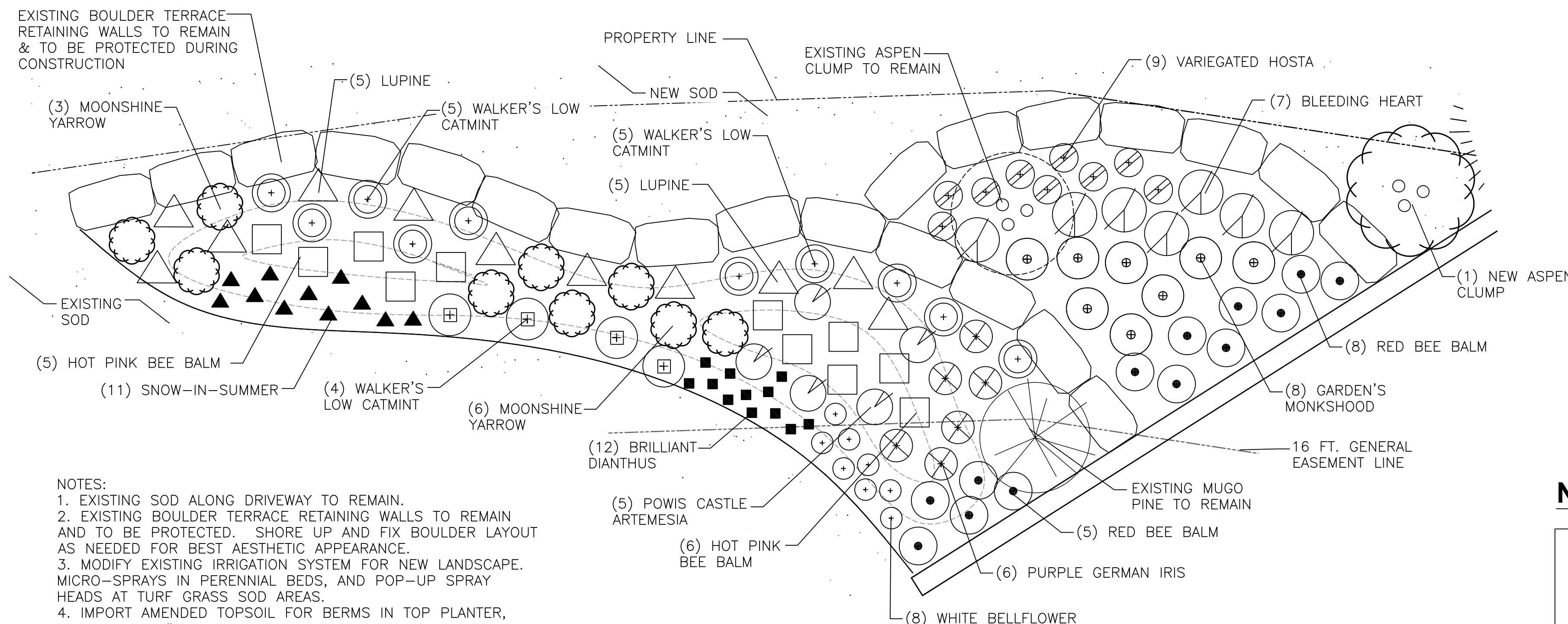
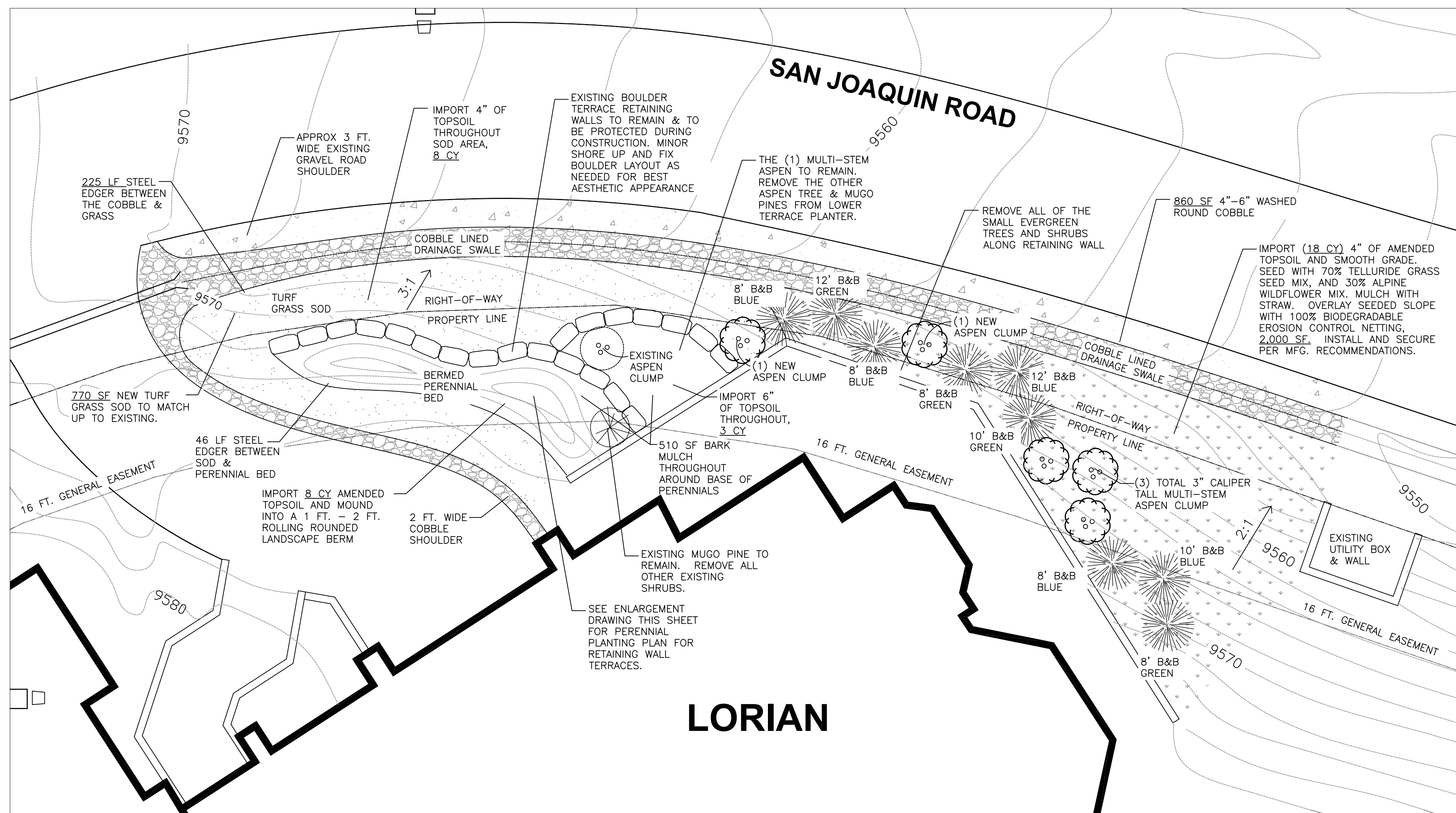
Scale 1"=10'



CALL UTILITY NOTIFICATION CENTER OF COLORADO

811

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



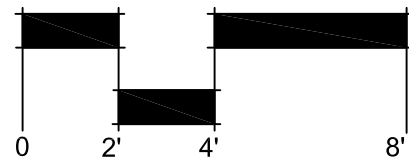
- NOTES:
- EXISTING SOD ALONG DRIVEWAY TO REMAIN.
  - EXISTING BOULDER TERRACE RETAINING WALLS TO REMAIN AND TO BE PROTECTED. SHORE UP AND FIX BOULDER LAYOUT AS NEEDED FOR BEST AESTHETIC APPEARANCE.
  - MODIFY EXISTING IRRIGATION SYSTEM FOR NEW LANDSCAPE. MICRO-SPRAYS IN PERENNIAL BEDS, AND POP-UP SPRAY HEADS AT TURF GRASS SOD AREAS.
  - IMPORT AMENDED TOPSOIL FOR BERMS IN TOP PLANTER, AND IMPORT 6" NEW AMENDED TOPSOIL IN LOWER PLANTER.
  - INSTALL NEW ROLLED TOP STEEL EDGER.
  - FILL WITH PERENNIALS AS SHOWN. TOPDRESS WITH 2" OF BARK MULCH.
  - IMPORT 4" OF AMENDED TOPSOIL TO SLOPE AND ROTOTILL INTO SUBGRADE. FINE GRADE. INSTALL SOD WHERE SHOWN PER SUPPLIER RECOMMENDATIONS.
  - BROADCAST SEED GRASS AND WILDFLOWER MIX WHERE SHOWN AND RAKE INTO SOIL. INSTALL 100% BIODEGRADABLE NETTING OVER SEEDED AREA. INSTALL PER SUPPLIER RECOMMENDATIONS.

CALL UTILITY NOTIFICATION CENTER OF COLORADO

811

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

Scale 1"=4'



## PLANT LEGEND: TREES

SYM.	BOTANICAL NAME:	COMMON NAME:	SIZE:	QUANTITY:	MATURE SIZE & CHARACTERISTICS:
	EXISTING ASPEN TO REMAIN	EXISTING TO REMAIN	EXISTING	1 EXIST	40' TALL, 8' SPREAD, YELLOW FALL COLOR
	PICEA PUNGENS	GREEN SPRUCE	8 FT. 10 FT. 12 FT.	2 EACH 1 EACH 1 EACH	40' TALL, 8' SPREAD, GREEN EVERGREEN
	PICEA PUNGENS GLAUCA	BLUE SPRUCE	8 FT. 10 FT. 12 FT.	3 EACH 1 EACH 1 EACH	40' TALL, 12' SPREAD, BLUE EVERGREEN
	POPULUS TREMULOIDES	MULTI-STEM ASPEN TREE	3" CALIPER	5 EACH	40' TALL, 8' SPREAD, YELLOW FALL COLOR
	PINUS MUGO	EXISTING MUGO PINE	EXISTING	1 EXIST	5' TALL, 5' SPREAD, EVERGREEN SHRUB

## PLANT LEGEND: 1 GALLON PERENNIALS

SYM.	BOTANICAL NAME:	COMMON NAME:	SIZE:	QUANTITY:	MATURE SIZE AND CHARACTERISTICS:
	ACHILLEA 'MOONSHINE'	MOONSHINE YARROW	1 GALLON	9 TOTAL	2' TALL, 2' SPREAD, YELLOW FLOWERS
	ARTEMESIA 'POWIS CASTLE'	POWIS CASTLE SAGE	1 GALLON	5 TOTAL	18" TALL, 18" SPREAD, SILVER FOLIAGE
	CENTRANTHUS RUBER	JUPITER'S BEARD	1 GALLON	- 0 -	2' TALL, 2' SPREAD, RED FLOWERS
	CERASTIUM TOMENTOSUM	SNOW-IN-SUMMER	1 GALLON	11 TOTAL	4" TALL, 1' SPREAD, WHITE FLOWERS
	DIANTHUS 'BRILLIANT'	BRILLIANT PINKS	1 GALLON	12 TOTAL	4" TALL, 1' SPREAD, PINK FLOWERS
	DICENTRA SPECTABILIS	BLEEDING HEART	1 GALLON	7 TOTAL	2' TALL, 2' SPREAD, PINK FLOWERS
	GERANIUM 'JOHNSON'S BLUE'	JOHNSON'S BLUE GERANIUM	1 GALLON	4 TOTAL	2' TALL, 2' SPREAD, BLUE FLOWERS
	HOSTA X UNDULATA 'MEDIOVARIEGATA'	VARIEGATED HOSTA	1 GALLON	9 TOTAL	1' TALL, 1' SPREAD, VARIEGATED FOLIAGE
	CAMPANULA CARPATICA 'WHITE CHIPS'	WHITE HAREBELL	1 GALLON	8 TOTAL	6" TALL, 12" SPREAD, WHITE FLOWERS
	IRIS GERMANICA	GERMAN PURPLE IRIS	1 GALLON	6 TOTAL	3' TALL, 12" SPREAD, PURPLE FLOWERS
	LUPINUS 'RUSSELL'S HYBRID'	LUPINE	1 GALLON	11 TOTAL	2' TALL, 12" SPREAD, VARIOUS COLORS
	MONARDA DIDYMA 'SCARLET'	RED BEE BALM	1 GALLON	13 TOTAL	3' TALL, 2' SPREAD, RED FLOWERS
	NEPETA X FAASSENII 'WALKER'S LOW'	WALKER'S LOW CATMINT	1 GALLON	10 TOTAL	1' TALL, 2' SPREAD, PURPLE FLOWERS
	ACONITUM NAEPELLA	GARDEN'S MONKSHOOD	1 GALLON	8 TOTAL	2' TALL, 2' SPREAD, BLUE FLOWERS
	MONARDA DIDYMA 'HOT PINK'	HOT PINK BEE BALM	1 GALLON	11 TOTAL	3' TALL, 2' SPREAD, PINK FLOWERS

## MULCH, SEED, EDGER, RETAINING WALL, PAVERS:

SYM.	DESCRIPTION:	QUANTITY:	REMARKS:
	NATIVE GRASS SEED & WILDFLOWER MIX (REQUIRES EROSION CONTROL NETTING)	2,000 SF	SEE THE LOCATIONS ON THIS DRAWING. SEE THE GRASS AND FLOWER SEED MIX AND SEEDING REQUIREMENTS BELOW.
	TURF GRASS SOD	770 SF	IMPORT 4" OF AMENDED TOPSOIL AND ROTOTILL INTO SLOPE. INSTALL SOD PER THE SUPPLIER RECOMMENDATIONS, ROLL AND WATER IN.
	SMALL BARK CHIP MULCH (THROUGHOUT PERENNIAL BED)	510 SF	PLACE 2" DEEP AROUND PERENNIALS.
	4"-6" WASHED ROUND COBBLE	860 SF	PLACE 4"-6" DEEP THROUGHOUT AREAS AS SHOWN ON THE DRAWINGS.
	EXISTING DRY STACK STONE RETAINING WALL	EXISTING	SEE EXAMPLE PHOTO ON SHEET L-2.
	COMMERCIAL GRADE ROLL-TOP STEEL EDGER	275 LF	SEE THE DETAIL ON SHEET L-2.
	IMPORT AMENDED TOPSOIL	37 CY	THROUGHOUT PERENNIAL BEDS, AND AREAS TO BE SODDED & SEEDED AS SHOWN.

## NATIVE GRASS SEED MIX (GRASS 70%, WILDFLOWERS 30%):

ROTOTILL SOIL AMENDMENTS TO DEPTH OF 6" AND FINE GRADE AREA TO BE SEEDED. THERE SHALL BE NO CLODS GREATER THAN 2".

DRILL SEED USING SPECIFIED SEED MIX AND FOLLOW WITH DRY MULCHING. STRAW OR HAY SHALL BE UNIFORMLY APPLIED OVER SEEDED AREA AT A RATE OF 1.5 TONS PER ACRE FOR HAY OR 2 TONS PER ACRE FOR STRAW.

TACK WITH ORGANIC TACKIFIER AT 100 POUNDS PER ACRE.

FOR STEEP SLOPES 3:1 OR GREATER, USE 100% BIODEGRADABLE EROSION CONTROL BLANKET.

SEED ALL AREAS LABELED NATIVE GRASS SEED WITH THE FOLLOWING MIX AT DOUBLE THE RATE OF THAT RECOMMENDED BY THE SUPPLIER:

PLANT TYPE	PERCENT OF MIX
TALL FESCUE	5%
ARIZONA FESCUE	5%
HARD FESCUE	5%
CREeping RED FESCUE	5%
ALPINE BLUEGRASS	10%
CANADA BLUEGRASS	10%
PERENNIAL RYEGRASS	10%
SLENDER WHEATGRASS	10%
MOUNTAIN BROME	10%
MOUNTAIN WILDFLOWER MIX	30%
TOTAL =	100%

REVISIONS	BY

Julee Wolverton,  
Landscape Architect



61945 Nighthawk Road  
Montrose, CO 81403  
phone: 970.249.9392  
cell: 970.417.1779  
wolverton@montrose.net

Lorian Condos, Lot 154 - Landscape & Site Upgrades  
Telluride Mountain Village, Colorado

DATE

03-30-16

SHEET TITLE

LANDSCAPE  
PLAN & LEGEND

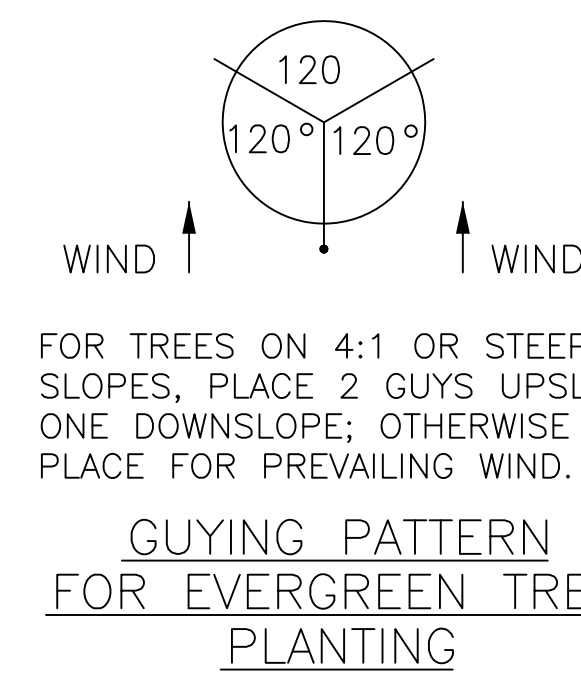
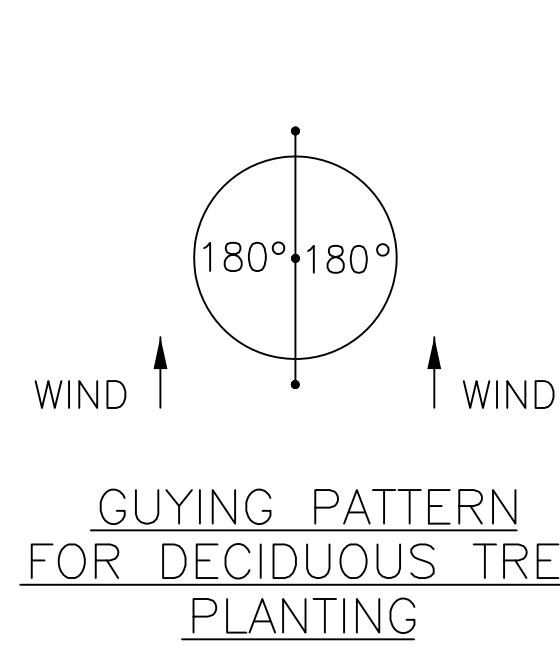
SHEET No.

L-1

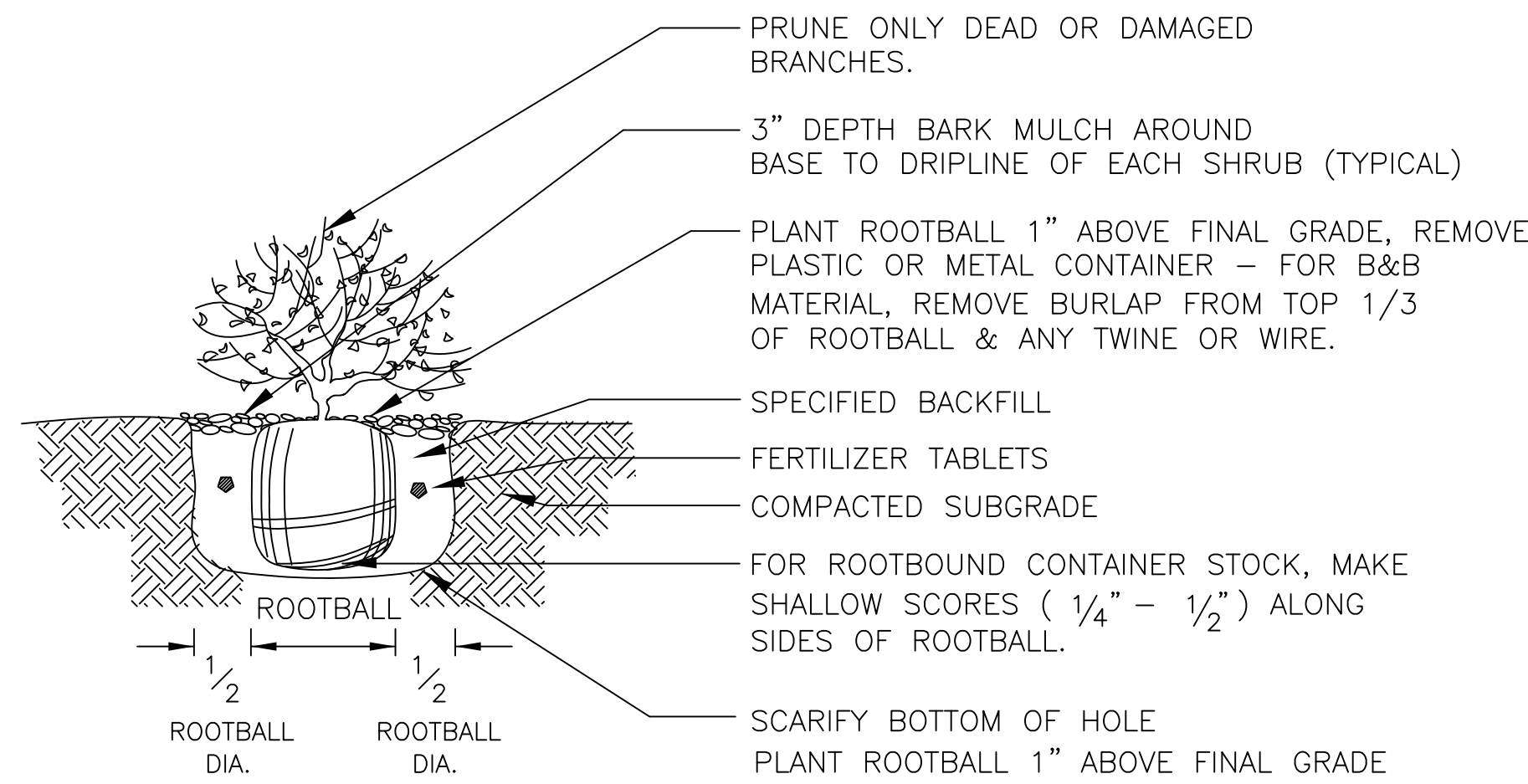
# LANDSCAPE NOTES & DETAILS

NOT TO SCALE

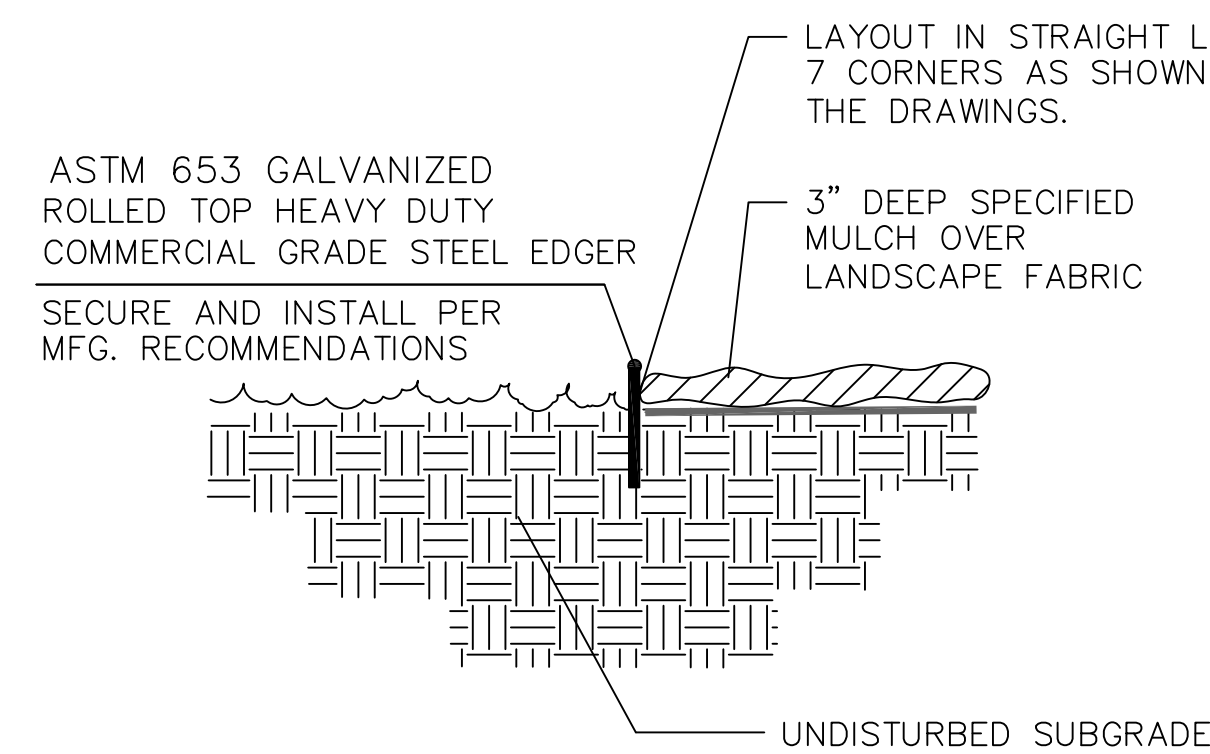
OCT. 2013



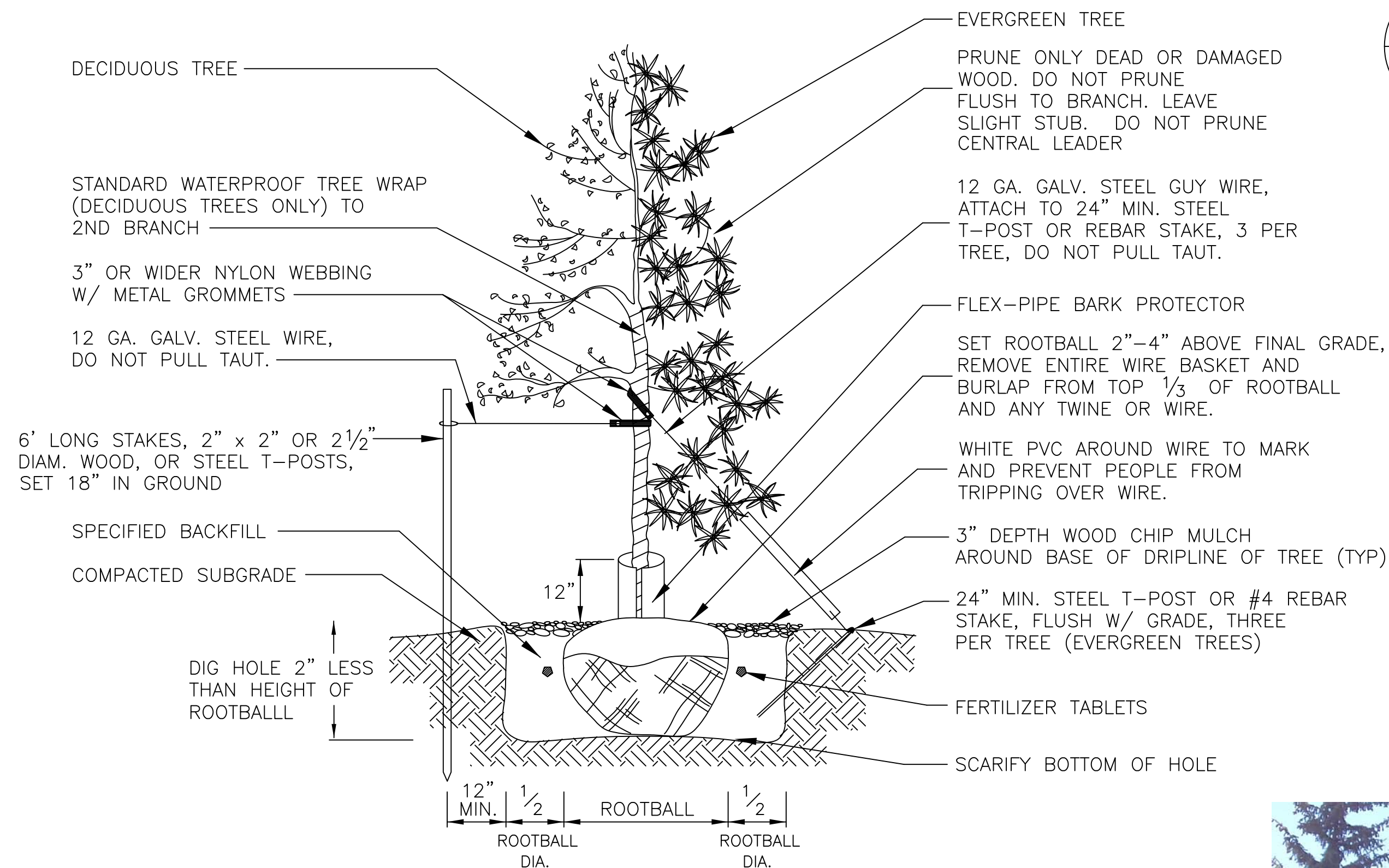
FOR TREES ON 4:1 OR STEEPER SLOPES, PLACE 2 GUYS UPSLOPE, ONE DOWNSLOPE; OTHERWISE PLACE FOR PREVAILING WIND.



B SHRUB OR PERENNIAL DETAIL  
L-2 NOT TO SCALE



C COMMERCIAL GRADE STEEL EDGER  
L-2 NOT TO SCALE



A TREE PLANTING SECTION  
L-2 NOT TO SCALE

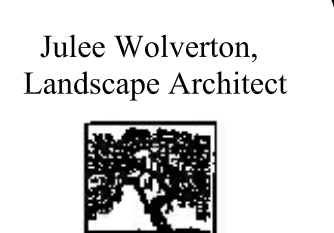
D EXISTING PHOTO MARK-UP  
L-2



## LANDSCAPE NOTES:

- SOME OF THE LANDSCAPE IMPROVEMENTS ARE LOCATED IN THE RIGHT-OF-WAY. THE CONTRACTOR IS RESPONSIBLE FOR WORKER SAFETY. LINE ROAD WITH SAFETY CONES AND SIGNAGE TO ALERT DRIVERS OF CONSTRUCTION WORK. INCLUDE ADDITIONAL SAFETY PRECAUTIONS AS DEEMED NECESSARY.
- WHEN INSTALLING PLANT MATERIAL, PLANT MIX SHALL BE COMPRISED OF 1 PART SOIL CONDITIONER (DECOMPOSED BARK MULCH OR BACK TO EARTH ACIDIFIER PRODUCT) TO 2 PARTS TOPSOIL. OVER EXCAVATE THE PLANTING HOLES TWO TIMES THE DIAMETER OF THE ROOTBALL. FILL WITH PLANT MIX. ROOTING HORMONE SUCH AS INDOL 3 BUTERIC ACID SHALL BE USED FOR ALL TREES.
- THE EXISTING IRRIGATION SYSTEM FOR THE EXISTING LANDSCAPE SHALL BE MODIFIED TO COVER ALL OF THE NEW LANDSCAPE AREAS AND SUPPLEMENTAL PLANTINGS. SEE CHAPTER 17.5.0 LANDSCAPE REGULATIONS OF THE MOUNTAIN VILLAGE SITE DEVELOPMENT CODE INCLUDING TABLE 5-3. THE IRRIGATION SYSTEM SHALL HAVE A BACKFLOW PREVENTER, DRAIN VALVES, HEAD-TO-HEAD COVERAGE, A MASTER CONTROL VALVE, A FLOW CONTROL DEVICE TO PREVENT WATER LOSS IN THE EVENT OF A BREAK IN THE SYSTEM, SELF-SEALING HEADS, AND AN AUTOMATIC CONTROLLER. ALL TREES SHALL BE IRRIGATED WITH A DRIP IRRIGATION SYSTEM. ALL PERENNIALS SHALL BE IRRIGATED WITH A MICRO-SPRAY SYSTEM. ALL SOD AREAS SHALL BE WATERED WITH A POP-UP SPRAY SYSTEM.
- THE LANDSCAPE SHALL COMPLY WITH TABLE 5-5 OF THE DESIGN REGULATIONS REGARDING NOXIOUS WEEDS IN CHAPTER 17.5.9 LANDSCAPE REGULATIONS OF THE MOUNTAIN VILLAGE SITE DEVELOPMENT CODE.
- CONTRACTOR SHALL OBTAIN AN NECESSARY PERMITS OR APPROVALS REQUIRED BY THE TOWN OF MOUNTAIN VILLAGE PRIOR TO CONSTRUCTION.
- NATURALIZED GRASS AND WILDFLOWER AREAS SHALL BE SEEDED WITH THE NATIVE GRASS/WILDFLOWER SEED MIX AT THE RATE DOUBLED THE RECOMMENDATION OF THE SUPPLIER. ADD A LOCALLY AVAILABLE HIGH ALTITUDE WILDFLOWER SEED MIX TO THE GRASS SEED MIX AT THE PERCENTAGE SPECIFIED. SEE THE SEED MIX TABLE, SHEET L-1.
- PLANT MATERIAL WAS CHOSEN FOR ITS HARDINESS, COLOR, SIZE, AND TOLERANCE OF ELEVATIONS AT 9,000 FT. CONTACT THE LANDSCAPE ARCHITECT FOR SUITABLE SUBSTITUTIONS
- SEE THE DETAILS THIS SHEET FOR INSTALLATION GUIDELINES FOR TREE PLANTING, SHRUB PLANTING, BOULDER PLACEMENT, AND EXAMPLE PHOTO OF LOW DRY STACK STONE RETAINING WALL.
- LOCATE AND MARK LOCATIONS OF ALL UTILITIES PRIOR TO INSTALLING PLANT MATERIAL. DO NOT PLANT ANY TREES OR SHRUBS DIRECTLY OVER BURIED UTILITY LINES.
- ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN STANDARDS FOR NURSERY STOCK, CURRENT EDITION. PLANTING SHALL BE DONE IN CONFORMANCE WITH THE ASSOCIATED LANDSCAPE CONTRACTORS OF COLORADO (A.L.C.C.) SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE THE PROPERTY OWNER AND DRB WITH A 2-YEAR IRRIGATION AND 2-YEAR PLANT GUARANTEE ON ALL PLANT MATERIAL. ANY DEAD OR DYING TREE SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL CHARGE TO THE OWNER DURING THE 2-YEAR WARRANTY PERIOD.

REVISIONS	BY



Julee Wolverton,  
Landscape Architect  
61945 Nighthawk Road  
Montrose, CO 81403  
phone: 970.249.9392  
cell: 970.417.1779  
wolverton@montrose.net

Lorian Condos, Lot 154 - Landscape & Site Upgrades  
Telluride Mountain Village, Colorado

DATE	03-30-16
SHEET TITLE	LANDSCAPE NOTES & DETAILS
SHEET No.	L-2



**PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970) 369-8250

**Agenda Item No. 17**

**TO:** Town Council  
**FROM:** Glen Van Nimwegen, Director  
**FOR:** Meeting of May 19, 2016  
**DATE:** May 3, 2016  
**RE:** **Consideration of a Resolution Approving a Minor Subdivision to Adjust the Lot Line Between Lots 376RA and 387R.**

---

**PROJECT GEOGRAPHY**

**Address:** 127 and 129 Rocky Road  
**Applicant/Agent:** The Law Offices of Thomas G. Kennedy and Dave Bulson  
**Owner:** Yellow Brick Road CO, LLC.  
**Existing Zoning:** Single-Family  
**Site Area:** Lot 376RA1 (15.00 Acres) Lot 387R1 (44.45 Acres)  
**Adjacent Land Uses:**  
**North:** Single-family residence on 39.3 acres  
**South:** Open space (U.S. Forest Service)  
**East:** Active open space (Telluride Ski and Golf)  
**West:** Single-family subdivision (Telluride Ski Ranches)

**ATTACHMENTS**

1. Resolution
2. Minor Subdivision to Adjust Lot Lines Between Lot 387R and Lot 376RA
3. Applicant Narrative
4. Public Comments

**BACKGROUND**

The proposed minor subdivision is for a 60 acre parcel that is owned by Yellow Brick Road CO, LLC, which was the subject of a recent rezoning request that was withdrawn. The proposed plat shifts the common property line between the existing lots to create new Lots 376RA1 and 387R1 which are virtually the same size as the previous Lots 376RA and 387R. Access Tract A-376R remains a part of the re-plat but is unchanged. The "No Build Zone" remains over roughly the west one-half of the property.

**General Easements**

The plat maintains the existing General Easements in their original alignment around the perimeter of the subdivision and along the common line between the original lots. Along the south edge of Lot 376RA1 staff has required a 16 foot setback to ensure the lot that is most restricted by the new access easement and existing utility easement is buffered from the larger, 44.45 acre lot. Public Works staff has reviewed the plat and General Easements and believe it

is adequate to serve the parcel into the future. This is particularly true as the site is not only burdened by the existing General Easements, but is bifurcated by separate water line and gas line easements.

### **Access**

Access to the lots will be by a separately recorded access easement that connects Access Tract A-376R to the new lots. On May 5, 2016, the Design Review Board reviewed the development plans for the access road. Portions of the roadway exceed the slope requirements of the CDC and the applicant proposed taller retaining walls than what is prescribed by the CDC. The Board found the requested variations were warranted as it meant less of the site would be disturbed than a roadway that met the code but which would have numerous switchbacks. The Fire Marshal has also approved the design.

### **Notice**

The applicant is not required to provide notice for this application. However, because of the interest in the project notices were mailed to land owner's within 400 feet of the plat.

### **CRITERIA FOR DECISION**

The following criteria shall be met for the review authority (Town Council) to approve a lot line vacation, lot line adjustment, easement vacation or similar subdivision:

- a. The lots resulting from the adjustment or vacation are in compliance with Town Zoning and Land Use Regulations and Subdivision Regulations;
- b. The proposed subdivision is in general conformance with the goals, policies and provisions of the Comprehensive Plan;
- c. 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;
- d. Easements are not affected, or have been relocated to the satisfaction of the utility companies and/or the benefited party under the easement or, in the case of vacated easements, the easement is no longer necessary due to changed conditions, and the easement vacation has been consented to by the benefited party under the easement; and
- e. The proposed subdivision meets all applicable Town regulations and standards.

### **ANALYSIS**

The proposed subdivision complies with the zoning on the property and the density limitation outlined in the Zoning Regulations. The proposed plat meets the Subdivision Regulations, including the lot standards; and the improvement of the project will meet the Town's environmental standards, drainage, fire protection, street improvements, and infrastructure requirements.

### **RECOMMENDATION**

Staff recommends the Council approve the application and resolution with the following motion:

*"I move to approve a resolution approving a minor subdivision application to adjust the lot line between Lots 376RA and 387R subject to the following condition:*

1. *The Applicant will submit appropriate fees to staff for recordation with the San Miguel County Assessor's office within six months of approval."*

**RESOLUTION OF THE TOWN COUNCIL  
OF MOUNTAIN VILLAGE, RESOLUTION APPROVING A MINOR SUBDIVISION TO  
ADJUST LOT LINES BETWEEN LOTS 387R AND 376RA**

**RESOLUTION NO. 2016**

- A. Yellow Brick Road CO, LLC is the owner ("Owner") of record of real property described as Lots 376RA, 387R, Access Tract A-376R, according to the Lot Line Adjustment Plat of Lots 376R, 387, Access Easement AE-376 and Access Tract A-376, The Town of Mountain Village, recorded January 14, 2005 in Plat Book 1 at page 3427, County of San Miguel, State of Colorado and as amended by the Correction Plat of Lots 376RA, 387R, Access Tract A-376R, Town of Mountain Village, recorded March 4, 2014 in Plat Book 1 at page 4634, County of San Miguel, State of Colorado.
- B. The Owner has authorized Law Offices of Thomas G. Kennedy to pursue the approval of the minor subdivision application to adjust the lot line between Lots 387R and 376RA ("Application").
- C. The Application is in compliance with the provisions of the Subdivision Regulations contained in Community Development Code ("CDC") Section 17.4.13.
- D. The proposed minor subdivision will adjust the lot line between Lots 387R and 376RA thereby creating new Lots 376RA1 and 387R1. Access Tract A-376R remains the same.
- E. The Town Council considered this Application, along with evidence and testimony, at a public meeting held on May 19, 2016.
- F. The Owners have addressed, or agreed to address, all conditions of approval of the Application imposed by Town Council.
- G. The Town Council finds that the minor subdivision meets the criteria for decision set forth in Section 17.4.13 of the CDC as follows:
  - 1. The lots resulting from the adjustment or vacation are in compliance with Town Zoning and Land Use Regulations and Subdivision Regulations, because without limitation the subdivision area and zoning designations are not changing, open space is not being impacted, and the lot coverage will remain unchanged;
  - 2. The proposed subdivision is in general conformance with the goals, policies and provisions of the Comprehensive Plan because the lots and the surrounding area will remain single-family in nature;
  - 3. 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. The Design Review Board approved variations regarding the slope of the access road and use of retaining walls at their May 5, 2016 meeting;
  - 4. Easements are not affected, or have been relocated to the satisfaction of the utility companies and/or the benefited party under the easement or, in the case of vacated easements, the easement is no longer necessary due to changed conditions, and the easement vacation has been consented to by the benefited party under the easement; and
  - 5. The proposed subdivision meets all applicable Town regulations and standards.

**NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL HEREBY APPROVES THE MINOR SUBDIVISION AND AUTHORIZES THE MAYOR TO SIGN THE RESOLUTION SUBJECT TO THE FOLLOWING CONDITIONS:**

1. The Applicant will submit appropriate fees to staff for recordation with the San Miguel County Assessor's office within six months of approval.

**Be It Further Resolved** that Lots 387R and 376RA may be replatted as submitted in accordance with Resolution No. 2016-\_\_\_\_\_.

**Section 1. 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 2. 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 3. Effective Date**

This Resolution shall become effective on May 19, 2016 (the "Effective Date") as herein referenced throughout this Resolution.

**Section 4. Public Meeting**

A public meeting on this Resolution was held on the 19th day of May, 2016 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

**Approved** by the Town Council at a public meeting held on May 19, 2016.

**Town of Mountain Village, Town Council**

By: \_\_\_\_\_  
Dan Jansen, Mayor

**Attest:**

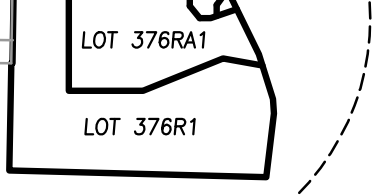
By: \_\_\_\_\_  
Jackie Kennefick, Town Clerk

Approved as to Form:

\_\_\_\_\_  
James Mahoney, Assistant Town Attorney

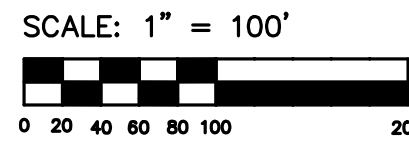
VICINITY MAP

NOT TO SCALE  
TOWN OF MOUNTAIN VILLAGE



LEGEND

- 16' GENERAL EASEMENT
- SETBACK BEING CREATED
- LOT LINE
- SECTION LINE
- FOUND 1-1/2" ALUMINUM CAP ON #5 REBAR MARKED BANNER, INC., L.S. 25954
- FOUND 1-1/2" ALUMINUM CAP ON #5 REBAR MARKED BANNER, INC., L.S. 20632
- FOUND 1-1/2" ALUMINUM CAP ON #5 REBAR MARKED ALAN JACOBSON, L.S. 28852
- FOUND 1-1/2" ALUMINUM CAP ON #5 REBAR MARKED ALPINE, INC., L.S. 5772
- FOUND 1-1/2" ALUMINUM CAP ON #5 REBAR MARKED FOLEY ASSOCIATES, INC., L.S. 24954
- SET 1-1/2" ALUMINUM CAP ON 18" #5 REBAR MARKED FOLEY ASSOCIATES, INC., L.S. 37662



E 1/16 CORNER SECTION 4 AND SECTION 9, T.42N., R.9W., N.M.P.M.

OWNERS CERTIFICATE:

1. Yellow Brick Road CO LLC, a Colorado limited liability company ("Owner") is the current fee simple owner of the following described real property located in the Town of Mountain Village, San Miguel County, Colorado ("Property"):

Lots 376RA, 387R, Access Tract A-376R, according to the Lot Line Adjustment Plat of Lots 376R, 387R, Access Easement AE-376 and Access Tract A-376, The Town of Mountain Village, recorded January 14, 2005 in Plat Book 1 at page 3427, County of San Miguel, State of Colorado and as amended by the Correction Plat of Lots 376RA, 387R, Access Tract A-376R, Town of Mountain Village, recorded March 4, 2014 in Plat Book 1 at page 4634, County of San Miguel, State of Colorado.

2. The Owner does hereby make and approve the within plat, entitled "Lot Line Adjustment Plat of Lot 387R, Lot 376RA, and Access Tract A-376R, Town of Mountain Village" ("Lot Line Adjustment Plat").

3. The purpose of this Lot Line Adjustment Plat is to modify the lot boundary lines of Lot 376RA and Lot 387R as shown and depicted herein. This Lot Line Adjustment Plat does not change the boundary lines of Access Easement AE-376 and Access Tract A-376R nor does it change the General Easements previously created on the Property.

4. Development of the Property is subject to the terms of this Lot Line Adjustment Plat and all applicable provisions of codes and ordinances duly adopted by the Town, including, the Town Community Development Code ("CDC").

5. The Lot Line Adjustment Plat depicts the areas of certain agreements or easements affecting portions of the Property, including (a) a certain "Waterline Easement" recorded in Reception No. 285725 (accommodating certain waterlines), which has been modified by instrument recorded in Reception No. 436396, which allows the Owner to relocate the Waterline and related Waterline Easement to a different location on the Property, (b) a certain "Goodman/Ski Ranches Agreement" recorded in Reception No. 0276066, as amended by the instrument recorded in Reception No. 290080 (accommodating certain recreational trails for Goodman and Ski Ranches), which was supplemented by instrument recorded in Reception No. 436396, which allows the Owner to relocate the Goodman and Ski Ranches Trail and related Trail Easements under the Goodman/Ski Ranches Agreement to a different location on the Property, (c) a certain "Gasline Easement" recorded in Reception No. 438392; and (d) a certain "Lot 387R1 Access and Utility Easement" recorded in Reception No. 436396.

At such time as the Owner has completed the relocation of the Waterline and the Waterline Easement and the Goodman and Ski Ranches Trail and related Trail Easements as provided for by the agreements of record, the Owner shall record a separate document of record noting such relocations, which shall reference this Lot Line Adjustment Plat to note and confirm that the Owner need not record a further Lot Line Adjustment Plat of the Property to reflect the relocation of such facilities and easements.

Furthermore, in the event that any of the foregoing easements are proposed for termination, modification, relocation or amendment, the execution and recordation of a separate instrument will be sufficient to effect the intended change and no amendment to this Lot Line Adjustment Plat is required to achieve such termination, modification, relocation or amendment.

6. The Owner does hereby make and approve the following notes and certifications:

a. Wetlands, steep slopes, and other geologic impediments to development may exist on the Property. The Owner agrees that any site specific development applications for individual improvements on the Property submitted to the Town as required by the CDC shall include an updated existing conditions plan indicating the location of any steep slopes, geologic hazards, wetlands, ponds, streams and drainages on the lot or parcel that development is proposed. The impacts of any site specific development as it relates to any steep slopes, geologic hazards, wetlands, ponds, streams and drainages shall be reviewed and evaluated by the Town at the time of its review of the site specific development application.

b. At the time of the submission of any site specific development applications for individual improvements on the Property as required by the CDC, Owner shall submit a utility plan depicting utility services to the proposed development. The Owner will be required to record utility easements serving the residential lots and open space parcels (as appropriate) at such time as the utilities have been installed and prior to the issuance of a certificate of occupancy for the improvement requiring the utility services. The easement shall be reviewed by the Town. Lots may not be sold to third parties unless and until utility easements have been recorded to the satisfaction of the Town. In the event that any of the foregoing easements are proposed for termination, modification, relocation or amendment, the execution and recordation of a separate instrument will be sufficient to effect the intended change and no amendment to this Lot Line Adjustment Plat is required to achieve such termination, modification, relocation or amendment.

c. The Owner agrees that with respect to the portion of Lot 387R1 and Lot 376RA1 located within the "No Build Zone" as designated and depicted herein; it shall not develop any primary residence or accessory dwelling unit within the "No Build Zone".

THE FOREGOING IS HEREBY ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED AS OF \_\_\_\_\_, 2016.

Yellow Brick Road CO LLC, a Colorado limited liability company  
By: Bob Greene Enterprises Inc.,  
Its Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bob Greene, President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The within Lot Line Adjustment Plat and Owner Certificate was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Bob Greene as the President of Bob Green Enterprises, the Manager of Yellow Brick Road CO LLC.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_  
Notary Public

TOWN OF MOUNTAIN VILLAGE APPROVAL CERTIFICATES:

MAYOR'S CERTIFICATE:

I, \_\_\_\_\_, as Mayor of the Town of Mountain Village, Colorado, do hereby certify that this Lot Line Adjustment Plat has been approved by the Town Council in the same resolution that has authorized and directed me to execute this document. I also certify that the undersigned, being the beneficiaries of record of those portions of land labeled as "16' General Easement" as established on the property as shown herein by the Lot Line Adjustment Plat of record filed in the Office of the Clerk and Recorder of San Miguel County, do hereby vacate and relinquish that portion of said easements as shown vacated on this Lot Line Adjustment Plat.

Town of Mountain Village:  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dan Jansen, as Mayor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Glen Van Nimwegen, Director, Community Development Department

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The approval of this Lot Line Adjustment Plat was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Dan Jansen, as the Mayor of the Town of Mountain Village, Colorado.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The approval of this Lot Line Adjustment Plat was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Glen Van Nimwegen, as the Director of the Community Development Department of the Town of Mountain Village, Colorado.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_  
Notary Public

TITLE INSURANCE COMPANY CERTIFICATE:

Land Title Guarantee Company does hereby certify that we have examined the ownership to the Property, as shown on this Lot Line Adjustment Plat and that the ownership to the Property is in the name of Yellow Brick Road CO LLC, a Colorado limited liability company and is free of all liens and taxes, except as follows:

Title Insurance Company Representative

SURVEYOR'S CERTIFICATE:

I, David R. Bulson of Foley Associates, Inc., a Professional Land Surveyor licensed under the laws of the State of Colorado, do hereby certify that the Lot Line Adjustment Plat shown herein has been prepared under my direct responsibility and checking and accurately represents a survey conducted under my direct supervision. This survey complies with applicable provisions of Title 38, Article 51, C.R.S. to the best of my knowledge and belief. I further certify that all monuments and markers were set as required by the Town of Mountain Village Community Development Code Articles 50 and 51 of Title 38, C.R.S.

IN WITNESS WHEREOF, I here unto affix my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2016.

P.L.S. No. 37662 Date

NOTES:

- 1. Ownership research from Land Title Guarantee Company, Order Number TLR600473-3, dated January 14, 2016 at 05:00 P.M.
- 2. Standard Notes:
  - a) BASIS OF BEARINGS. The bearing from the CN 1/16 Corner S9, T42N, R9W, NMPM to the NE 1/16 Corner S9, T42N, R9W, NMPM assumed to bear S 88°32'23" E according to the Plat filed in at Plat Book 1 page 2088.
  - b) UNITS OF MEASURE. Linal units represented hereon are shown in U.S. Survey Feet or a decimal portion thereof.
  - c) NOTES OF CLARIFICATION:
    - a. The following boundary lines of the following lots, tracts, and right-of-way have been modified by this Lot Line Adjustment Plat: Lot 387R and Lot 376RA
    - b. The following lots/parcels have been created by this Lot Line Adjustment Plat: Lot 387R1 and Lot 376RA1
    - c. The following lots/parcels have been deleted by this Lot Line Adjustment Plat: Lot 387R and Lot 376RA

3. NOTICE: According to Colorado law, you must commence any legal action based upon 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.

5. Setback areas shown on this Lot Line Adjustment Plat shall be maintained in a natural, undisturbed state to provide buffering to surrounding land uses. All above grade and below grade structures or structural components (soil nailing, etc.), earth disturbance, or ground level site development such as walks, hardscape, terraces and patios shall be located outside of the setback area, provided, however, that reasonable site disturbance can occur and improvements placed and undertaken within setback areas as may be necessary for driveways and walkways (along with associated structural elements and retaining walls), utilities, access monuments, natural landscaping, drainage/stormwater management, fire mitigation, forestry management and related clearing and grading. The Town may authorize other activities within the setback areas in areas that may be devoid of naturally occurring trees or other naturally occurring vegetation.

COUNTY TREASURER'S CERTIFICATE:

I certify that according to the records in the San Miguel County Treasurer's office, there are no liens against the Property, or any part thereof, for unpaid State, county or municipal ad valorem taxes or special assessments certified to the County Treasurer for collection that are due and payable.

County Treasurer Date

RECORDER'S CERTIFICATE:

This Lot Line Adjustment Plat was filed for record in the office of the San Miguel County Clerk and Recorder on this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
at Plat Book \_\_\_\_\_,  
Page \_\_\_\_\_,  
Reception No. \_\_\_\_\_,  
Time \_\_\_\_\_.

San Miguel County Clerk

Minor Subdivision To Adjust Lot Lines Between Lot 387R and Lot 376RA, Town of Mountain Village, situated within the NE1/4 of Section 9, T.42N., R.9W., N.M.P.M., County of San Miguel, State of Colorado.

Project Mgr:	DB	Rev.	description	date	by
Technician:	MC / FO				
Checked by:					
Start date:	03/23/2016				



Drawing path: dwg\Replat 4-15\REPLAT 04-16.dwg

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

Sheet 1 of 1 Project #: 85155



# MINOR SUBDIVISION APPLICATION (LOT LINE ADJUSTMENT PLAT)

## NARRATIVE

April 6, 2016

Owner: Yellow Brick Road CO LLC  
YBR Property: Lots 376RA, 387R and Access Tract A-376R

The Owner has submitted its form application with the Town of Mountain Village for a Minor Subdivision seeking to adjust the lot line boundaries between Lot 376RA and Lot 387R (“**Lot Line Adjustment Plat**”). This Application does not propose to create any open space parcels or to rezone any portion of the YBR Property.

The Owner has withdrawn a prior application which sought to replat and rezone the YBR Property into a series of residential lots and open space parcels.

The Owner previously submitted an application seeking design review approval for a certain access driveway and bridge serving the proposed development on the YBR Property (“**Road/Bridge Design Review Application**”). The proposed design and alignment of the access driveway and bridge are not being changed as a result of the proposed lot configurations reflected in the Lot Line Adjustment Plat. Materials being submitted with this Lot Line Adjustment Plat are intended to further supplement the Road/Bridge Design Review Application and Materials being submitted with the Road/Bridge Design Review Application further supplement the within application for the Lot Line Adjustment Plat.

### YBR Property Description

The YBR Property is located along the southwesterly edge of the Mountain Village, adjoining the Marmot ski run to the east, the Telluride Ski Ranches subdivision (located outside of the municipal boundaries of the Town and within the unincorporated boundaries of San Miguel County) to the west, USFS land to the south and Lot 388, Mountain Village to the north. A vicinity map is appended as **Exhibit “C”**.<sup>1</sup>

The YBR Property cumulatively consists of approximately 59.774 acres (mol) and is currently platted as follows:

- Lot 376RA (15.04 acres and zoned for single-family residential)
- Lot 387R (44.449 acres and zoned for single-family residential)
- Access Tract A-376R (0.285 acres)

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<sup>1</sup> The YBR Property was not part of the originally platted boundaries of the Mountain Village. The Telluride Company acquired certain lands from the USFS as part of a land exchange that was completed in the early 1990’s. The acquired property was subsequently annexed into the Mountain Village and platted as four large lots, including the two lots that constitute the YBR Property and Lots 388 and 420R to the north. At the time that the USFS land exchange was being completed and its development in the Mountain Village was being considered, to address concerns introduced by the Ski Ranches and the Goodman family (owners of a lot in the Ski Ranches), The Telluride Company, the Ski Ranches and the Goodman family entered into an agreement establishing certain use restrictions on portions of the YBR Property (“**Ski Ranches/Goodman Agreement**”). The Ski Ranches/Goodman Agreement was modified in 2015 by the parties to clarify and confirm certain usage rights by Ski Ranches owners of various private recreational trails on the YBR Property, portions of which were allowed to be relocated by the Owner, and to note certain use restrictions on portions of the YBR Property. At the outset the Owner confirms that the proposed development of the YBR Property conforms to the use restrictions established in the Ski Ranches/Goodman Agreement, as amended. Copies of the Ski Ranches/Goodman Agreement and the 2015 Amendment are on file with the Town Attorney.

An Existing Conditions Map (**Exhibit “E”**) depicts conditions relating to the YBR Property.

Substantial portions of the YBR Property are forested. A Forest Management Plan has been prepared for the YBR Property and was reviewed and accepted by the Town. The Forest Management Plan is being implemented by the Owner and will take several more years to complete.

The topography of the YBR Property experiences a variety of undulations, with a high point in its southerly portion and along both sides of the Skunk Creek riparian area, which runs in a north/south alignment generally in the westerly half of the YBR Property. An area of wetlands is located along a portion of the middle easterly edge of the YBR Property near the access bridge.

The YBR Property is currently unimproved, although a certain existing private Ski Ranches trail along a certain waterline road is present on a discreet portion of the YBR Property, which accommodates an existing waterline and gasline serving development in the Telluride Ski Ranches. The private waterline road/Ski Ranches trail and utility corridor crosses a portion of the YBR Property in an east-west direction. The Ski Ranches trail accommodates certain private recreational uses (hiking, biking, equestrian, cross-country skiing) limited to members of the Telluride Ski Ranches and Goodman Family, consistent with easement agreements between the parties that were contained in the Ski Ranches/Goodman Agreement. The 2015 modification to the Ski Ranches/Goodman Agreement allows Yellow Brick to relocate the waterline road/Ski Ranches trail, which is in the process of being built. The waterline and gasline historically located in the waterline road/Ski Ranches trail have been relocated as well to coincide with the relocated private Ski Ranches trail.

#### **Description of the Lot Line Adjustment Plat Application.**

The YBR Property, as noted above, is platted and zoned for two single family lots. By right, the Owner could develop a primary residence, an accessory dwelling unit and various allowable structures on each platted lot. If developed as currently platted and zoned, the Owner would need to design and construct separate access and utility corridors to serve the allowable development.

Since acquiring the YBR Property, the Owner has evaluated the site and determined that there are two preferred homesites - both located within the southeast quadrant of the site each on Lot 387R - which experience relatively flatter benches and are proximately located so as to be suitable for Owner’s desired use of the property. These are the same building sites proposed on the prior subdivision application. These sites would enable the Owner to design, develop and use one shared driveway, which would also accommodate some of the utilities. This is the shared driveway indicated in the Road/Bridge Design Review Application, which is being reviewed by the Town. An access and utility easement will be recorded with the Lot Line Adjustment Plat perfecting shared usage and access rights over the shared driveway for Lot 387R1 and Lot 376RA1.

The Lot Line Adjustment Plat designates a portion of Lot 387R1 and Lot 376RA1 as a “No Build Area,” which established pursuant to the Ski Ranches/Goodman Agreement. This is a portion of the YBR Property which embraces important environmental areas such as the Skunk Creek riparian and wetland areas and wildlife corridors that align with these riparian areas. The Owner has included a platnote on the Lot Line Adjustment Plat which precludes the development of the primary residence and accessory dwelling unit on Lot 387R1 and Lot 376RA1 within the “No Build Area.” The platnote further limits uses and activities on the portion of Lot 387R1 and Lot 376RA1 within the “No Build Area” to allowable passive open space uses and activities. This results in the clustering of development of improvements onto limited portions of Lot 387R1 and Lot 376RA1 outside of the “No Build Area.” This would effectively enable the Owner to cluster its development in this area.

Consequently and consistent with these determinations, the Owner is submitting this Application for a Minor Subdivision seeking Town approval of the Lot Line Adjustment Plat. As indicated on the Lot Line

Adjustment Plat, the YBR Property would remain platted for two residential lots, with Lot 387R1 containing 44.45 acres and Lot 376RA1 containing 15.00 acres, which are virtually identical to the currently platted size of Lots 376RA and 387R. No rezoning is proposed or requested for the YBR Property in connection with the Lot Line Adjustment Plat. No adjustments to the boundaries of Access Tract A-376R would occur as a result of the Lot Line Adjustment Plat, it would continue to contain 0.285 acres, nor is any rezoning proposed to Access Tract A-376R.

No changes to the existing 16' General Easement are being requested with this Application. Given the multitude of other general easements and utility easements crossing the YBR Property, the Owner is not proposing to establish a new 16' General Easement between the common boundary between Lot 387R1 and Lot 376RA1. The Owner is, however, proposing a 16' setback between Lot 387R1 and Lot 376RA1 located on and Lot 376RA1.

The Owner will have all rights to use and develop the portions of Lot 387R1 and Lot 376RA1 located outside of the "No Build Zone" for all uses and activities allowed in the Single-Family Residential zone pursuant to the Community Development Code.

The Lot Line Adjustment Plat is not seeking specific Town approval of the design of the various residential units and accessory structures contemplated by the Owner's development goals and objectives. The final siting of allowable residential units and accessory dwelling units will be finalized and presented to the Town in individual site specific design applications to be submitted by the Owner in the same manner that all other Mountain Village lot owners pursue design approval of proposed structures under the Community Development Code. At that time, the Owner will submit separate applications for the design of the primary residence, an accessory dwelling unit and allowable structures will be submitted to the Town and reviewed and acted upon by the Town in accordance with the CDC prior to development occurring.

The shared access driveway serving Lot 387R1 and Lot 376RA1 is being reviewed by the Town through the Road/Bridge Design Review Application.

The Owner is implementing an extensive Forest Management Plan for the YBR Property, which undertaking will greatly exceed the requirements and expectations by the Town under the provisions of the CDC which govern forest management. The implementation of the plan will substantially improve the overall health of the forest and greatly reduce fire hazards at this important location at the edge of the Mountain Village.

Known areas of the YBR Property upon which soils or geologic hazards may exist have been noted in the Existing Conditions Mapping (Exhibit "F") submitted with the Applications. When specific development of residences, roads/bridge or other structures, the Owner recognizes that site specific development applications will need to be submitted to the town for its review and approval. As part of the submission, the Owner will provide the Town with detailed information about any soils or geologic hazards that would affect or concern such development.

The Lot Line Adjustment Plat will include platnotes addressing certain conditions relating to future development on the YBR Property, including:

- A note requiring the owner of Lot 387R1 and Lot 376RA1, at the time of the submission of any site specific development applications for individual improvements on the YBR Property, to submit a utility plan to provide utility services to the proposed development and a requirement for the Owner to record utility easements serving the residential lots at such time as the utilities have been installed and prior to the issuance of a certificate of occupancy for the structure being served by the utilities. The easement shall be reviewed by the Town. The note shall further confirm that

none of the lots may be sold to third parties unless and until utility easements have been recorded to the satisfaction of the Town.

- A note requiring the owner of Lot 387R1 and Lot 376RA1 at the time of the submission of any site specific development applications for individual improvements on the YBR Property, to include an updated existing conditions map indicating the location of any steep slopes, geologic hazards, wetlands, ponds, streams and drainages on the lot or parcel that development is proposed.
- A note restricting the nature of development that can occur on the portion of Lot 387R1 and Lot 376RA1 located within the “No Build Zone” as designated and depicted on the Lot Line Adjustment Plat.

**Compliance with the Community Development Code.** The Lot Line Adjustment Plat complies with Section 17.4.13.E.2 of the CDC which governs the review of a Minor Subdivision Application.

- The Lot Line Adjustment Plat is consistent with the Town Zoning and Land Use Regulations and the Subdivision Regulations. In particular:
  - The Lot Line Adjustment Plat does not contemplate or propose any rezoning or density transfer with respect to the YBR Property and the sizes and uses on the reconfigured lots will remain the same as the platting and uses allowable on the existing platted lots.
  - Lot 387R1 and Lot 376RA1, as laid out on the Lot Line Adjustment Plat, meets all applicable Town regulations and standards and will be able to accommodate the contemplated uses and activities proposed by the Owner.
  - The residential lots are laid out and contain a sufficient area to suitably accommodate the proposed development activities.
  - The siting of the residences will be capable of accommodating solar access as is practical for the site.
  - The design, width and shape of the lots take advantage of topographic features, are suitably designed to accommodate the proposed development activities and are logically arranged to be able to be served by shared utilities and access. The proposed siting of the residences reflect the flatter, more buildable portions of the overall YBR Property.
  - The residential lots both front directly to the Access Tract, with a frontage of not less than 50’.
  - Development on Lot 387R1 and Lot 376RA1 will be designed and constructed in accordance with Town drainage design standards.
  - Fire protection is being provided in accordance with plans developed by the project engineer, which have been submitted with the Road/Bridge Design Review Application.
  - Development on Lot 387R1 and Lot 376RA1 will be served by water, sewer and other utilities which have been designed by the project engineer as indicated in the utility plans for the YBR Property, in accordance with applicable Town standards.
  - There are adequate public facilities serving the proposed development of the YBR Property.
    - The site is currently zoned for two residential lots and the application will not change that usage, so no new demands on public facilities will occur.
    - As noted in the conceptual utility plan for the YBR Property and the proposed road/bridge plan which has been submitted for Town as part of the companion Road/Bridge Design Review Application, the proposed development of the YBR Property can and will be served by adequate public infrastructure, the extension and associated cost of which will be incurred by Owner.

- The Lot Line Adjustment Plat is in general conformance with the Comprehensive Plan for the following reasons:
  - It preserves the residential density assigned to the YBR Property.
  - The resulting lot sizes are substantially the same as the existing platted lots which constitute the YBR Property.
  - The arrangement of lots clusters development into limited portions of the YBR Property and protects important environmental elements and features on the YBR Property
  
- The Lot Line Adjustment Plat will enable subdivision access to the Lots in compliance with the Town standards and codes.
  - The subdivision will be served by a private shared access driveway, which is being reviewed simultaneously with this Application. The shared access driveway is being designed to applicable Town CDC driveway standards. The shared access driveway will be privately owned and maintained by the owner of the YBR Property. A copy of the road plan, prepared by the project engineer is included in the companion Road/Bridge Design Review Application. The shared access driveway will commence on Access Tract A-376R and cross over Lot 376RA1 and extend to Lot 387R1. Certain variations to the Town road standards have been requested by the Owner and are being considered as part of the Road/Bridge Design Review Application.
  - An access and utility easement will be recorded with the Lot Line Adjustment Plat perfecting use and access rights for Lot 387R1 and Lot 376RA1.
  - The YBR Property is accessed by certain public access roads connecting to the Ridge Road over a series of access tracts, some of which have been improved to enable access to the YBR Property, the balance of which will be improved by the Owner. Internal subdivision access will be provided by a shared access driveway, which is being reviewed by the Town pursuant to the Road/Bridge Design Review Application.
  - Lot 387R1 and Lot 376RA1, as laid out on the Lot Line Adjustment Plat, shall not create vehicle or pedestrian circulation hazards or cause parking, trash or special delivery congestion.
    - The YBR Property is at the edge of the Town and abuts the Telluride Ski Ranches; no through roads are necessary to provide access to other platted lots in the Mountain Village. The waterline road, which provides a means of access to the Town to service the waterline serving the Ski Ranches extends through the YBR Property and an easement has been granted to the Town for this purpose.
    - There are no public trails connecting to the property or existing beyond the YBR Property for which trails linkage would be required. The trails made available to the Ski Ranches by the Goodman/Ski Ranch agreement are private to the Ski Ranch owners and the YBR Property owner and connect to private trails in the Ski Ranches. There are no public authorized trailheads on USFS land that connect to the private trails on the YBR Property.
    - Parking will occur on site in connection with the development of the residences on Lot 387R1 and Lot 376RA1.
  
- The Owner has met with the Town and Source Gas and worked out a relocation of a previously existing gasoline (in place without an easement) and the replacement and relocation of an old waterline serving Ski Ranches, which was in rough condition and likely in need or replacement by the Town before long. The Owner has completed the relocation and replacement of the waterline without cost to the Town. The Owner has also installed an additional conduit in this

easement area to allow the Town to install and extend cable television and broadband internet to the south of Town.

The following documents are being submitted with the Town prescribed form Applications for the Rezone/ Subdivision Application and this Narrative.


**Table of Submitted Materials**

<b>Exhibit</b>	<b>Document</b>
A	Proof of Ownership/Title Report
B	Owner Authorization/Agency Letter
C	Vicinity Map
D	Copy of [draft] Lot Line Adjustment Plat
E	Existing Conditions Mapping

The Minor Subdivision Application presented to the Town meets or exceeds all review requirements of the CDC and should be approved by the Town. The Owner looks forward to presenting this information to the Town Council and responding to questions during the public meeting.

Sincerely

Yellow Brick Road CO LLC,  
a Colorado limited liability company

By:   
Thomas G. Kennedy, Authorized Agent

**OWNER AUTHORIZATION**

April 6, 2016

1. Yellow Brick Road CO LLC, a Colorado limited liability company ("Owner") is the current owner of the following described real property located in the Town of Mountain Village, San Miguel County, Colorado ("Property"):

Lots 376RA, 387R and Access Tract A-376R, according to the Replat of Lots 376R, 387, Access Easement AE-376 and Access Tract A-376, The Town of Mountain Village, recorded January 14, 2005, in Plat Book 1 at page 3427 and Correction Plat recorded March 4, 2014, in Plat Book 1 at page 4634, County of San Miguel, State of Colorado

2. The Owner hereby authorizes Thomas G. Kennedy/The Law Offices of Thomas G. Kennedy, Fortenberry and Ricks Construction, Inc. and Foley and Associates Surveying (each an "Agent") to submit any and all necessary and appropriate land use entitlement applications ("Applications") with the Town of Mountain Village ("Town") relating to the Owners proposed development plans for the Property and to be and to act as the designated representative of the Owner and represent the development application through all aspects of the development review process with the Town.


3. The authorizations include the ability for an Agent to execute, deliver and pursue the Applications and supporting materials for and on behalf of the Owner and Applicant.

**Approved and Respectfully Submitted by the Undersigned.**

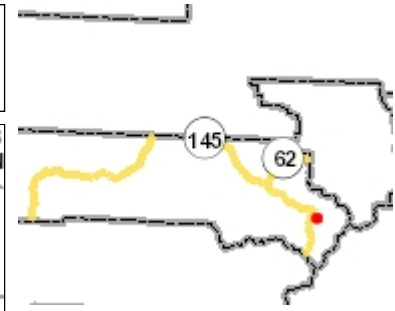
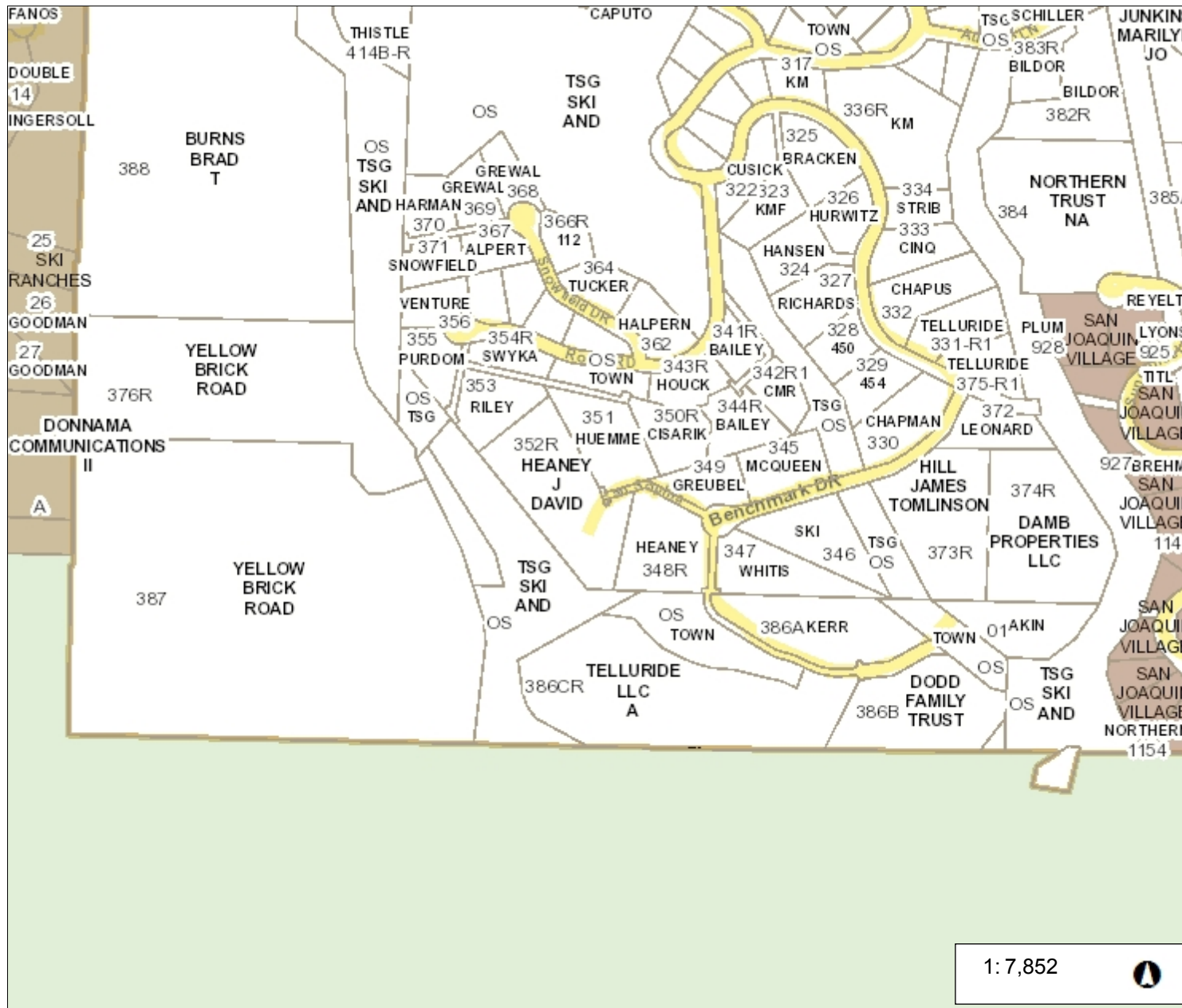
**OWNER:**

Yellow Brick Road CO LLC,  
a Colorado limited liability company

By: Bob Greene Enterprises Inc.,  
Its Manager

By:   
Bob Greene, President

# YBR Vicinity Map



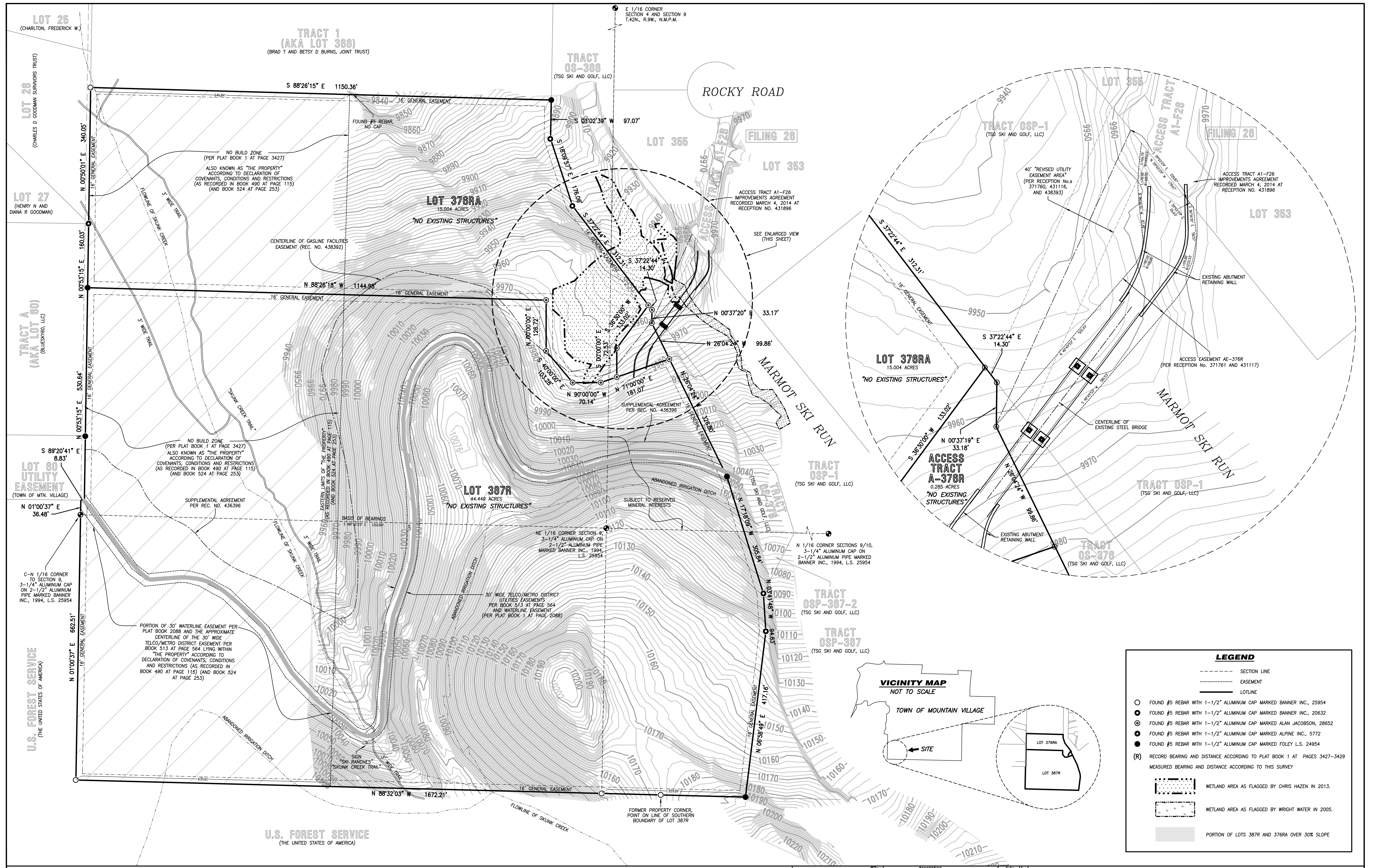
- ### Legend
- Parcel Boundaries
  - Subdivisions**
  - <all other values>
  - ADAMS RANCH
  - ALDASORO RANCH
  - ALDER CANYON RANCHES
  - ALTA LAKES
  - ANDERSON RANCH
  - AVALON MESA
  - BACKMAN VILLAGE
  - BARLOW PUD
  - BEAVER PINES
  - BEAVER POND
  - BEAVER POND SUBDIVISION
  - BERMAN BUCKSKIN RANCH
  - BIG VALLEY RANCH
  - BLIZLIS
  - BLUE CANYON RANCHES
  - BLUE VISTA SUBDIVISION
  - BLUFFS
  - BOCCHINI PUD
  - BOSTON COMMONS
  - BOULDERS AT MOUNTAIN VILLA
  - BOYD SUBDIVISION
  - BREWERY PROPERTY
  - BROWN DOG RANCH
  - BROWN RANCH
  - BROWN RANCH LEAST

1:7,852



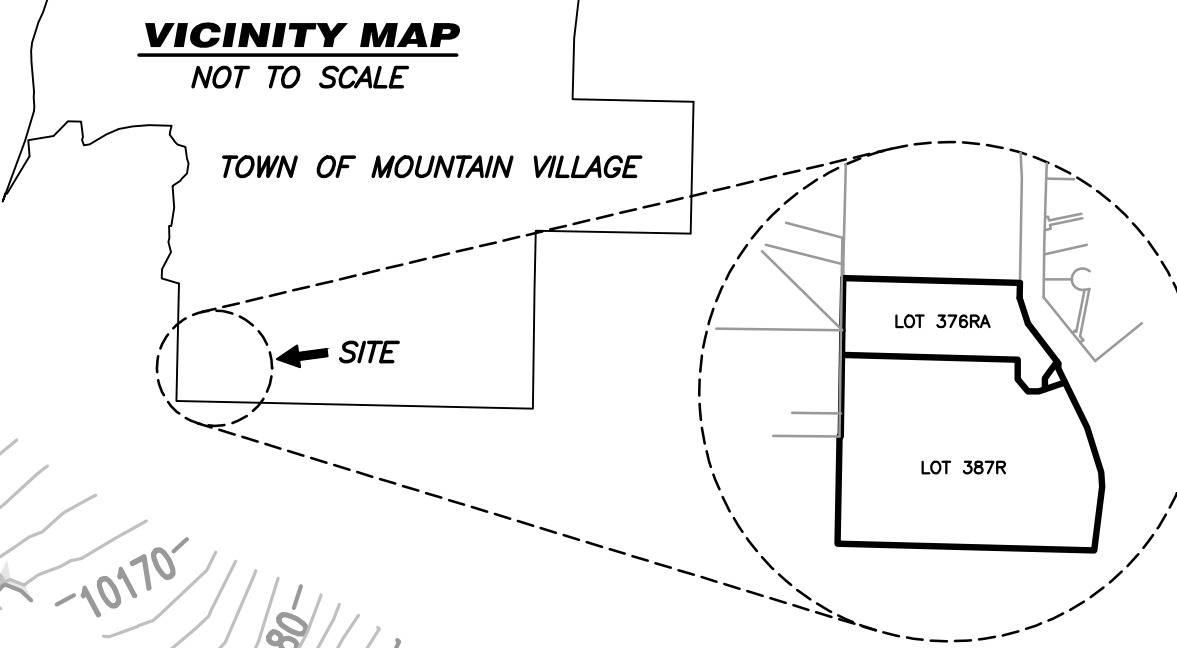
Notes





**LEGEND**

- SECTION LINE
- - - EASEMENT
- LOTLINE
- FOUND #5 REBAR WITH 1-1/2" ALUMINUM CAP MARKED BANNER INC., 25954
- FOUND #5 REBAR WITH 1-1/2" ALUMINUM CAP MARKED BANNER INC., 20632
- ⊙ FOUND #5 REBAR WITH 1-1/2" ALUMINUM CAP MARKED ALAN JACOBSON, 28652
- ⊙ FOUND #5 REBAR WITH 1-1/2" ALUMINUM CAP MARKED ALPINE INC., 5772
- FOUND #5 REBAR WITH 1-1/2" ALUMINUM CAP MARKED FOLEY L.S. 24954
- (R) RECORD BEARING AND DISTANCE ACCORDING TO PLAT BOOK 1 AT PAGES 3427-3429 MEASURED BEARING AND DISTANCE ACCORDING TO THIS SURVEY
- [Pattern] WETLAND AREA AS FLAGGED BY CHRIS HAZEN IN 2013.
- [Pattern] WETLAND AREA AS FLAGGED BY WRIGHT WATER IN 2005.
- [Shaded] PORTION OF LOTS 387R AND 376RA OVER 30% SLOPE



**EXISTING CONDITIONS SURVEY OF LOT 376RA, LOT 387R AND ACCESS TRACT A-376R, TOWN OF MOUNTAIN VILLAGE, SITUATED IN THE NE 1/4 OF SECTION 9, T.42N., R.9W., N.M.P.M., COUNTY OF SAN MIGUEL, STATE OF COLORADO.**

Project Mgr:	DB
Technician:	FD
Checked by:	
Start date:	01/22/2016



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

F:\Old\Jobs\08-3195\39155.dwg\Existing Conditions\Existing Conditions 01-27-16.dwg, SHEET 1, 4/6/2016, 2:31:21 PM, PC3



**PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970) 369-8250

**Agenda Item No. 18**

**TO:** Town Council  
**FROM:** Glen Van Nimwegen, Director  
**FOR:** Meeting of May 19, 2016  
**DATE:** May 6, 2016  
**RE:** **Zoning and Subdivision Requirements in Single-Family Districts for Similar Communities**

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**BACKGROUND**

Town Council asked staff to research other communities similar to Mountain Village, regarding their standards for further subdivision of single-family lots. Though every community has unique issues being addressed by their land use regulations, staff found their strategies fit into general categories. The approaches to this issue, which is presumed by staff to be the addition of residential density where it was not initially planned, varied from outright bans to allowing if standards are met to requiring impacts be addressed. Below is a summary of our findings.

**Breckenridge**

Breckenridge falls almost completely bans further subdivision. Section 9.2.1.9(C) of their Subdivision Standards states:

“No lot located within a single-family residential subdivision outside of the conservation district shall be resubdivided if the result would be the creation of more lots than existed prior to the resubdivision. Exception: A resubdivision to create townhomes or condominiums is exempt from this prohibition when done pursuant to an approved subdivision plan.”

Breckenridge’s development rules are tied closely to their very specific comprehensive plan that is made up of 52 distinct districts that define the desired character of development and land use. The conservation district referenced above is the downtown where additional residential is wanted, but not directly on Main Street. (*I have to verify this*)

**Aspen**

Aspen controls residential development by allowing only a set amount of new units per year; limitations on the gross floor area of new development and additional density must address affordability. For example, only 18 free market residential units are allowed per year. The conversion of a single-family residence to a duplex, or two single-family residences, is allowed and is exempt from the growth management cap if there is not an increase in residential floor area. The single-family lot may be split to allow the additional unit, but there must be a provision for affordable housing. This requirement may be met by recording a deed restriction on one of the units requiring a full time resident, or provide a deed restricted unit within the Infill Area, or pay a fee in lieu.

## **Telluride**

Telluride has ten residential districts, three of which also allow commercial and hotel uses. All of the districts allow one or two units per approved lot; and some of the districts allow three units and higher with additional review or a Planned Unit Development. Telluride's lot size and density standards are drafted to protect the historic pattern of their development. Five of the districts have a minimum lot size of 2,500 to fit with the original town site lot size of 25 feet by 100 feet. The lowest density district is Hillside Two which requires a minimum lot size of 10,000 square feet. Telluride also limits density by mandating the maximum floor area and provides for additional density for the creation of a deed restricted employee unit.

Telluride's subdivision code allows further splits of residential lots, as long as they meet the minimum requirements of the Land Use Code. A recent citizen initiative put limitations on combining lots to create larger parcels.

## **Vail**

Vail has ten residential districts that cover all forms and densities of housing. Their Single-Family Residential District allows only one single-family residence per lot, which must be at least 12,500 square feet. They also limit the size of single-family homes as a density control to no more than 40 square feet of floor area for each 100 square feet of lot area up to the first 10,000 square feet. For lots above 10,000 square feet, an additional 13 square feet of floor area may be provided for each 100 square feet above 10,000 square feet of lot area.

Vail's subdivision requirements do not preclude the further subdivision of a single-family lot. Their process includes a minor subdivision process for up to four lots if the property has frontage on an existing street.

## **Crested Butte**

The Town of Crested Butte has 11 residential zoning districts. The Intent of all of the single-family districts, including the R1A district where lots sizes must be between one and two acres, includes the statement:

"It is intended that no more than two (2) units, designed or used for dwelling by a family, shall be allowed on a site."

Single-family homes are an allowed use, but an accessory dwelling or "two-family" dwelling units may be allowed with conditional use approval. Density is controlled through the minimum lot size standards and minimum and maximum home floor area requirements. For instance, in the R1A district, lots must be between one and two acres and the principal home must be a minimum of 1000 square feet and a maximum of 4,000 square feet.

The subdivision code allows the subdivision of existing platted lots provided the new lot meets the lot standards; the subdivided lot is adjacent to a platted public street and if infrastructure is to be built and dedicated to the Town, a development agreement must be approved.

## **Mount Crested Butte**

There is only one single-family district in Mount Crested Butte. The district allows only single-family homes and accessory buildings such as an accessory dwelling unit or efficiency unit, garages and greenhouses. The code states:

"In the Single-Family Residential District, not more than one (1) single-family dwelling, and either one (1) efficiency unit or one (1) accessory dwelling unit attached to the single-family dwelling or to the private garage shall be permitted on each lot."

Mount Crested Butte also regulates density through the size of home. Their standards are very similar to Vail. Subdivision of existing lots is allowed as long as the zoning lot standards are met and there is frontage on a public street.

### **Steamboat Springs**

Residential zoning in Steamboat fall into four categories: Residential Estate is limited to single-family development; Residential Neighborhood zoning allows a mix of housing types; Residential Old Town maintains the form and character of their downtown and districts for resorts, mobile homes and conventional multi-family. The Residential Estate district allows the principal single-family residence and a secondary unit, which is synonymous with an accessory dwelling unit in Mountain Village.

Single-family lots may be subdivided, but a subdivision must be reviewed, approved and recorded. The resulting lots must meet the zoning standards of their Community Development Code. In the RE1 zone, lots must be a minimum of one acre in size; the RE2 district allows a minimum lot size of 13,500 square feet.

### **SUMMARY**

Of the communities researched, only one had a ban on additional splits of single-family lots. The other communities have other tools to retain character of existing residential areas. Most common are numerous districts that allow varying densities and lot sizes where appropriate. Another tool used is allowing additional units with specific approvals, like a conditional use permit, that allows compatibility to be judged on a case-by-case basis. Two communities use the demand for market rate housing to leverage opportunities for affordable housing. Four of the communities researched equate the impacts of density to the size of the home constructed and therefore put limitations on gross residential floor area.

Mountain Village has one single-family district (excluding the Single-Family Common Interest Community Zone District) that includes lots that range in size from 3,000 square feet to 45 acres. We do limit the amount a lot can be covered by structures, based on the size of the lot.

### **NEXT STEPS**

Attached to this report is a memo submitted by Mauriello Planning Group who is under contract with a group of homeowners including David Heany. Their report recommends some possible amendments to the Community Development Code and Comprehensive Plan.

Staff recommends the Council continue to hear from Mountain Village lot owners on both sides of the issue during the moratorium period and ultimately give staff direction on a future action. Considerations should include:

- Prohibition of lot splits in the single-family district.
- Should the criteria listed in Section 17.3.4(F)(4) of the Community Development Code be amended? If so, what additional criteria or changes are needed? Examples would be language changes, additional criteria, require a Planned Unit Development...?
- Are there unintended consequences with creating new Active Open Space areas within the Single-Family zoning district?
- Will increasing the amount of notice of a request to subdivide a lot ameliorate concerns?

Attach: MPG Memorandum



MEMORANDUM

TO: Glen Van Nimwegen, AICP  
Director of Planning and Development Services, Town of Mountain Village

FROM: Dominic F. Mauriello, AICP  
Mauriello Planning Group

DATE: May 9, 2016

RE: Moratorium – Suggestions Regarding Code Amendments

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This memorandum is intended to provide some input for potential code provisions intended to address the concerns of our clients with regard to rezoning and subdivision of existing residential lots in the Single-Family zone district in the Town of Mountain Village. Additionally, we are offering provisions related to general amendments to the Community Development Code (CDC) and Comprehensive Plan. The concepts would need to be appropriately woven in to the CDC and may require additional changes within the code to create a comprehensive and cohesive set of regulations.

Please accept these as our suggestions. We look forward to working with you to generate language that best protects the community and its residents.

**Issues:**

The primary issues of concern relate to the change in density and character of the Single-Family zone district that would result from the introduction of additional dwelling units or the rezoning of parcels that introduce other uses that may be incompatible with the low density residential character of these residential zones. To address these concerns we offer the following as a general list of issues we are attempting to address through amendments to the CDC:

- Lot splits or the resubdivision of existing lots into smaller lots with additional dwelling units allowed (increase in residential density);
- Rezoning of residential parcels to active open space or other zone districts which allow additional density or introduce more intensive land uses;
- Notice to the public and property owners when subdivision and rezoning applications are submitted;
- Public process for subdivision and rezoning applications;
- Notice and public process regarding amendments the CDC that affect uses or development standards with in the Single-Family zone district and amendments to the Comprehensive Plan; and

- The criteria used to evaluate any such subdivision, rezoning, or text amendment.

### **Suggested Revisions to the CDC:**

#### Lot Splits/Resubdivision

In the context of a more traditional zoning code and subdivision pattern, there would be a minimum lot size requirement. As long as a property could meet the minimum lot size requirement, it could be eligible for a rezoning. The Single-Family zone district and the Benchmark subdivisions are unique in that there is an extensive mix of lot sizes ranging from half an acre to over 30 acres in land area and no established minimum lot area requirement. It is this mix of lot sizes that give a special, desirable character to the neighborhood. Many of the larger lots were platted as such to address steep terrain and separation of uses. Therefore, the typical approach of having a minimum lot size requirement would not be desirable or consistent with the character of the area or the existing Comprehensive Plan.

In general, we believe that there should not be any lot splits or increased density allowed within the Single-Family zone district.

***Our request is that you prohibit further subdivision of any existing residential lot in the Single-Family zone district.***

#### Rezoning of properties zoned Single-Family

When buying a home or residential lot within the Single-Family district, one is relying on the fact that the other lots around them with the same zoning would remain zoned for compatible low-density residential uses. Rezoning such parcels to Active Open Space introduces a myriad of intensive commercial and industrial uses that would be incompatible with the use and character of the area. Other zone districts might also introduce incompatible uses such as the Multiple-Family zone district, Village Center zone district or the PUD zone district. We recognize that there may be unique circumstances where a parcel zoned Single-Family is located in such close proximity to a more intense zone district or use that it might be more appropriately developed for more intensive uses.

***Our request is that you include language that would prohibit the rezoning of existing parcels within the Single-Family zone district except to Passive Open Space, Right-of-Way Active Open Space, and Resource Conservation Active Open Space. The only exceptions to this would be for those Single-Family zoned parcels that meet all of the following criteria:***

- ***The Single-Family zoned parcel is adjacent to a parcel zoned for the zone district being requested;***
- ***The proposed rezoning is in strict compliance with the future land use map found in the Comprehensive Plan;***
- ***The proposed rezoning is in general compliance with the Comprehensive Plan when taken as a whole;***  
***and***
- ***The proposed rezoning will not have a significant detrimental effect on the adjacent uses and land and/or the community at large.***

Public Notice for Resubdivision or Rezoning of Property Zoned Single-Family

We request that any application for resubdivision or rezoning within the Single-Family zone district shall require a mailed notice to every land owner within the Single-Family zone district, any Homeowner’s Association within the Single-Family zone district, and any other landowner within 1,500’ of the proposed resubdivision or rezoning. Such notice shall be sent at least 30 days prior to any public meeting or hearing on such request. This notice would be in addition to any other required notice required by the Municipal Code.

Notice and public process for text amendments to the CDC or the Comprehensive Plan

We request that any amendments to the text of the CDC or the text or future land use map that affect properties zoned Single-Family adhere to the same notice and public process requirements list above (i.e., mailed notice to every property zoned Single-Family 30 days in advance of a hearing and two public hearings).

**Subject:** FW: Rezoning Applications

On Apr 13, 2016, at 10:17 AM, samuel plum <[plumsam@gmail.com](mailto:plumsam@gmail.com)> wrote:

Dear Mayor and Council Members:

I have just been advised that the Mountain Village Town Council passed an amendment to the town's Community Development Code that, in effect, would empower the council to rezone or subdivide any single family lot in Mountain Village. As the amendment was passed during the off season and no advance advisement of the matter was circulated to absent homeowners, I was unaware of the proposed amendment and suspect that there are quite a few other second homeowners who are or at least were similarly unaware of the amendment at the time of consideration. For my part, I would have arranged to fly out and attend the meeting when the matter was under discussion and voice my concerns as to the potentially negative impact that the amendment could have on property owners and the value of their properties.

I have been a part time resident for over 20 years (141 Sundance Lane) and some years ago was faced with the threat from a developer to break up a large lot across the cul de sac from our home and build multiple houses on the property. In fact, the developer threatened to build over twenty town homes if we did not approve the rezoning as proposed. With the help of Diane Wolfson, I was able to meet with the Town Council and argued that such a rezoning would injure the character of the neighborhood and the visual ambiance for skiers on the adjacent slope. Happily the proposed rezoning was turned down, probably also happily for the developer as the 2008 real estate crash occurred the following year.

Obviously, I am very concerned over any amendment which would permit the rezoning of single family lots in Mountain Village. Given the negative impact that rezoning could have on our residential environment and relatedly on property values and given the limited opportunity that many homeowners were afforded to consider and comment on the amendment when first being considered by the Town Council, I would ask that you place a moratorium on any rezoning applications until the whole community has an opportunity to review and comment on the rezoning amendment.



Regards,

Samuel A. Plum

## Telluride Mountain Village Single Family Owners Group

Dear Mountain Village Neighbor,

My name is David Heaney; I have owned a home in Mountain Village since 1999.

Last spring the Town Council of Mountain Village passed an amendment to the Town's Community Development Code that allows the Town Council, on a piecemeal basis, to rezone or subdivide **any** single family lot in Mountain Village. Unfortunately, the amendment process occurred in the off-season, so most Mountain Village Owners were unaware of the process or the implications of these changes to the land use code. The potential negative impacts have now become apparent.

Think about it. Every owner and every potential buyer in Mountain Village might learn that, after a quick hearing or two, the lot next door has been subdivided into more lots or is no longer zoned single family. The new uses allowed could include commercial, industrial, workforce, multifamily ... and the list goes on. **This is not conjecture. An application to do just this has already been submitted.**

If we don't act now, the impact on our national reputation as a growing world class mountain community, not to mention our property values and the town's revenues, would eventually derail decades of careful and deliberate planning and execution. Why would anyone who has a choice, buy their dream property here in the face of the financial and esthetic risks that these new provisions create? Prospective buyers will undoubtedly choose a community where, like Mountain Village until last May, property rights and long term development plans are protected.

A quickly formed group of more than a dozen home owners has already assembled a team to deal with the first application submitted under the new land use code. We believe we are making headway, though the DRB and Council have yet to act on that application. In the meantime, we need to gather a larger group to assure that the hastily-passed provisions are repealed and our land use code amended to protect the Town's comprehensive plan and vision for our community.

Please do two things to help. First, email the Town Council and tell them you want a moratorium on accepting applications under the new provisions (email addresses and suggested wording below). Second, send us your email address so we can keep you informed.

Email us at: [tmvsfog@gmail.com](mailto:tmvsfog@gmail.com)

(OVER)

After we have heard from you, I will send you additional information about our group. Our objectives are:

1. To have the Town Council enact a moratorium on rezoning applications while the Town Council takes input from the community on the recent changes to the development code; and
2. To oppose any application pursuant to the changes until this issue has been resolved.

You may email the Town Council as follows:

[Djansen@mtnvillage.org](mailto:Djansen@mtnvillage.org)  
[mmckinley@mtnvillage.org](mailto:mmckinley@mtnvillage.org)  
[cjett@mtnvillage.org](mailto:cjett@mtnvillage.org)  
[msherry@mtnvillage.org](mailto:msherry@mtnvillage.org)  
[bmacintire@mtnvillage.org](mailto:bmacintire@mtnvillage.org)  
[dcaton@mtnvillage.org](mailto:dcaton@mtnvillage.org)  
[lailabenitez@mtnvillage.org](mailto:lailabenitez@mtnvillage.org)  
[anton@TMVOA.org](mailto:anton@TMVOA.org)

Mayor Dan Jansen  
Martin McKinley  
Cath Jett  
Michelle Sherry  
Bruce Macintire  
Dan Caton  
Laila Benitez  
Copy to TMVOA Anton Benitez

Something along the lines of the following would be appropriate, or create something from contents above:

“Dear Mayor and Council Members,

I am seriously concerned about the recently passed changes that permit the rezoning of single family lots in Mountain Village. Please adopt a moratorium on accepting applications under these provisions until the Council can receive input from the whole community and the changes can be reconsidered. The value of our property and the future of Mountain Village as a world class resort community are at stake.”

**Please take a minute to email Town Council. It is effective. They want to hear from you.** Also, email our group at [tmvsfog@gmail.com](mailto:tmvsfog@gmail.com). Additionally, I am happy to hear from you by phone or email. I drew the black bean and am the group scribe.

Sincerely,

David Heaney  
140 San Sophia  
Telluride Mountain Village  
713 724 4859  
[dheaney@heaneyrosenthal.com](mailto:dheaney@heaneyrosenthal.com)



**PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

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

**Agenda Item No. 19**

**TO:** Town Council  
**FROM:** Glen Van Nimwegen, Director  
**FOR:** Meeting of May 19, 2016  
**DATE:** May 10, 2016  
**RE:** Conceptual Work Session to Discuss a Proposed PUD Amendment, Rezoning with Density Transfer for Lot 105R1 (See Forever Village)

**PROJECT GEOGRAPHY**

**Legal Description:** Lot 105R1; COM 1 and un-platted ground level space  
**Address:** 117 Sunny Ridge Place  
**Applicant/Agent:** Daniel and Melissa Reedy  
**Owner:** See Forever Ventures II, LLC  
**Zoning:** Village Core

**ATTACHMENTS**

Exhibit A: Applicant Narrative

**BACKGROUND**

The applicant is proposing to purchase approximately 3,400 square feet on the ground floor of the See Forever Village with the intent to include it in the short-term rental pool managed by The Peaks. The current Planned Unit Development (PUD) designates this space as a restaurant and a deed restriction has been recorded. The request is to amend the PUD to remove the restriction; rezone to transfer one unit of condominium density (three person equivalent) to the space and ultimately remove the deed restriction.

Issues to be considered with the proposed actions include:

- The restaurant space was a “community benefit” of the PUD;
- The viability of the restaurant was based in part on a proposed gondola that would have connected See Forever with the Valley Floor;
- The viability of the gondola was hindered by land use changes designating the Valley Floor as open space;
- The restaurant space was to be an anchor to draw pedestrians from Heritage Plaza; therefore
- The Town entered into agreements to maintain the walkways and public plaza areas adjacent to the restaurant space;
- The applicant maintains that changing the vacant space to residential as proposed does provide an equal value replacement to the public benefit of the restaurant as it will generate new County and Town property taxes and TMVOA RETA funds;

- The applicant is proposing to take over from the Town the responsibility of maintaining and operating approximately 11% of the existing snow melt system.

The Mountain Village Center Subarea Plan has no specific actions recommendations for the proposed site. However the plan states general actions to help maintain the core's viability. The actions that relate to this request include:

- Focus high density, mixed-use development in Mountain Village Center by significantly increasing the hotbed inventory to improve the overall economic viability and activity in Mountain Village Center and the town as a whole.
- Prioritize pedestrian circulation to and within the Mountain Village Center.
- Develop additional spa and restaurant spaces designed to fit the needs of each hotbed project. (page 50)

### **RECOMMENDATION**

As outlined in CDC Section 17.4.6.E, any comments or general direction by the Council shall not be considered binding or represent any promises, warranties, guarantees and/or approvals in any manner or form. A conceptual work session 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.

Daniel and Melissa Reedy  
8 West Riverside Drive  
Jupiter, Florida. 33469

May 5, 2016

Town Council  
Town Council  
455 Mountain Village Blvd.  
Mountain Village, CO 81435

Dear Town Council:

My name is Dan Reedy and my wife Melissa and I have the restaurant space at See Forever under contract to purchase. We are purchasing the restaurant space with the intent to convert it to a residential condominium unit with approximately 3,400 sq. ft. and to include it in the See Forever short-term rental pool.

The restaurant space is required by the 2002 resolution approving the final Planned Unit Development application (Attachment A). The restaurant requirement is also stated in the PUD development agreement and an amendment to the agreement (Attachment B). Part of the restaurant space is an unplatted garden (ground floor) level space that is located by the public view overlook. The other part of the restaurant space is platted as "COM 1" on the first floor and was built out as a bar and lounge area that was operated for several years by The Peaks. The COM 1 bar space was closed because The Peaks management team determined there was not enough foot traffic to economically support a bar. The COM 1 space is currently used as a front desk area for See Forever.

It is our understanding that the restaurant space was proposed in the conceptual PUD by the original developer due to two key facts. First, the early 2000s Design Regulations required a restaurant space to be included in all development in the Village Center with certain specifications such as a 100-seat full service restaurant and pre-built ventilation ducts. Second, the site immediately adjacent to See Forever, as shown in the photo on the next page, was planned and platted for a new gondola terminal that originated from the Valley Floor. This gondola terminal was intended to connect to development on the Valley Floor that was planned in a 1980s Telluride Master Plan and would have provided critical foot traffic past the restaurant and bar space into the Village Center and the ski resort. Telluride's new master plan in 2005 and the subsequent condemnation of the Valley Floor and conversion to open space removed the envisioned foot traffic.



We understand that the Town’s Community Development Code requires a PUD amendment and rezoning with density transfer to convert the restaurant space to a residential condominium unit, with the integrity of the PUDs public benefits maintained with any change.

The PUD Development Agreement establishes the following “Community Purposes” or public benefits:

- A. Conveyance of Lots 83R, 84R, 85R and 86R to Metro District by See Forever Ventures, LLC, which were subsequently conveyed to Metro Services;
- B. Rezoning of Lots 83R, 84R, 85R, and 86R to Active Open Space to protect and preserve sensitive Ridgeline Lots;
- C. Replat of Lots 83R and 84R to OS3K and Lots 85R and 86R to OS3L, and the transfer of the corresponding 12 Condominium Units or 36 units of Density from the Owner to public ownership (the Mountain Village Metropolitan District) as shown on the Final PUD Plat;
- D. The transfer of 2 Condominium Units or 6 units of Density from Lot 106R, See Forever Village Phase I, from the Owner to public ownership (the Mountain Village Metropolitan District) as shown on the Final PUD Plat;
- E. Provision of a restaurant restricted by deed on Lot 105R;
- F. Provision of additional short-term bed base in the Mountain Village Core;

- G. Construction of an observation deck ("Observation Deck") with public amenities such as one (1) telescope and nature information on OS3J, OS3K, and OS3L as shown on the Final PUD Plat and Final PUD Plans and directional signage thereto;
- H. Construction of a trailhead connection from the Observation Deck to the Telluride Trail as shown on Exhibit "C" attached hereto; and
- I. Construction of two (2) additional one-bedroom Employee Apartments on Lot 82RI, to create a total of three (3) one (1) bedroom Employee Apartments.

We believe that converting the restaurant space to a residential unit that is placed into the See Forever short-term rental pool will provide a good replacement public benefit for the restaurant space since the PUD agreement already recognizes the provision of short-term bed base is a Community Purpose or public benefit. The new residential condominium unit will also provide new Town and County property taxes as well as additional lodging taxes and an incremental increase to Village Center activity and vitality. The sale will also benefit the TMVOA RETA funds upon owner transfer.

Section 9.5 of the PUD development agreement is the only provision relating to short-term bed base and refers to the "Wyndham Services Agreement" that has the objective of requiring the hotel operator of The Peaks to provide for the management of short-term rental units and to provide the following Guest Services and Unit Owner Services: (1) full access to The Peaks Spa for a service fee; (2) bill-to-room privileges, discounts and other benefits for The Peaks facilities that is the same as guests staying at The Peaks; (3) ski butlers, drivers, babysitters, concierge, and stocked kitchen; (4) complimentary ski and boot storage at The Peaks; and (5) complimentary shuttle service. The Wyndham Services Agreement was terminated and replaced by the Unit Management Agreement that is shown in Attachment C. The Unit Management Agreement maintains the same objectives as the Wyndham Services Agreement while also providing more details for both the Owner and the Manager.

The proposal to convert the restaurant space into a residential unit that is placed into the See Forever short-term rental pool is supported by policies in the Mountain Village Comprehensive Plan because it will provide an additional hotbed opportunity that will promote activity and vitality into the Village Center. We also think that it is important to note that See Forever and The Peaks are operationally and physically tied to one another by the Unit Management Agreement with a See Forever guest having a short walk across the street to a restaurant or bar. Eliminating an unviable restaurant and bar space (which has been vacant for over 10 years) makes sense when there are integral restaurants and bars tied to See Forever, and short-term hotbeds are desired and encouraged by the Comprehensive Plan.

The PUD development agreement and the first amendment to such agreement require that the restaurant space be deed restricted to the benefit of the Town and TSG Ski and Golf, LLC as successor to Telski. TSG has agreed to release the deed restriction in writing. The Town will also have to agree to remove the deed restriction concurrent with an amendment to the PUD, with a separate legal document vacating the easement.



The Lot 114 owner and I are also proposing to remove the Town costs for operating and maintaining the snowmelt area for the upper terrace by the restaurant space and the walkway leading to the single-family home on Lot 114. These areas, shown in Attachment D, will become the responsibility of the HOA with the Lot 114 owner and I agreeing to pay for the proportional snowmelt cost through revisions to the applicable Town maintenance agreement and associated HOA legal documents. We are proposing to remove these snowmelted areas from Town operation and maintenance costs. The area of snowmelt to be removed from Town costs is approximately 1,260 sq. ft. This represents an approximate 11 percent decrease of the total snowmelt area that is maintained by the Town including the walkway area on Lot 114 that is currently not quantified on Attachment D. A survey of the walkway to the home on Lot 114 needs to be completed in order to calculate the exact snowmelt area change.

I understand that the Town staff told the current restaurant space owner that the only way the Town would support a PUD amendment to convert the space into a residential unit would be for the See Forever HOA to take over all the maintenance and operation costs for the snowmelt system. This request will not be approved by the HOA for several reasons, with the cost the biggest issue. The HOA dues are already high and adding a substantial snowmelt system operation and maintenance cost is not financially viable. The bigger concern is that the past Town land use code required, and the current land use code still requires, the installation of snowmelt systems in the Village Center. The Town's Design Regulations at the time of See Forever approval stated:

**"9-101-1** Projects within the Village Core are required to install a snow melt system, complete with boiler and tubing, and channel runoff into the projects landscape/hardscape to prevent ice build-up in pedestrian areas. Perimeter of snowmelt systems shall contain a drainage system where needed."

The See Forever developer was required to design and build certain public improvements including the snowmelt system, and to enter into a mutual agreement with Metro Services (now part of the Town) on the maintenance and operational costs pursuant to Conditions #15, #16 and #17 of the approving resolution (Attachment A):

**"#15.** The Applicant is required to build the public improvements to the specifications provided by the Town regarding the appropriate pathway lighting fixtures, snow melt system and corresponding boiler system and pathway and plaza surfaces. Specifications will be mutually agreed upon by the Applicant and the Town.

**#16.** The Applicant is required to design the public improvements with separate systems from the proposed development; i.e., the public improvements will have separate gas meters, boilers and heaters for the snowmelt. In addition, the Applicant will provide 24-hour access to these systems to the Town and Metro Services to allow for repair and maintenance functions.

#17. The Applicant will provide to Staff a mutual agreement between Metro Services and See Forever Plaza Phase III and/or the respective HOA on the maintenance and operational costs of the pedestrian walkways and the public observation deck. This agreement shall be a condition of the Development Agreement required by the PUD application process.”

The See Forever developer and the Metro District entered into a maintenance agreement with the District accepting maintenance of the public improvements. This agreement was replaced by a new Agreement Regarding Maintenance Obligations with the Town as recorded at Reception Number 401159:

“1. Service Maintenance Obligations. Effective as of the date of this Agreement, the Town accepts those public improvements identified in Exhibit A as "To be Maintained by Town" ("Public Improvements") and shall perform all necessary maintenance of the Public Improvements. Effective as of the date of this Agreement, the Town shall be responsible for the payment of all costs associated with such maintenance of the Public Improvements. The Town shall also be responsible for the operation of all utilities associated with the Public Improvements and shall pay all costs attendant thereto. The word "utilities", as used in this Agreement, shall include the electric for site lighting, gas for heating the walkways, water for the irrigation system, landscape maintenance and replacement, walkway repair, signage maintenance and repair.”

The developer was required by the Town to design and construct certain public improvements through the PUD agreement that were subsequently accepted by both the District and the Town to operate and maintain. To now propose these not be public improvements and pass the cost to See Forever HOA seems very unfair and disproportional to the requested PUD amendment. It also seems to be contrary to the PUD development agreements and the mutually agreed maintenance agreements. The simple fact of the matter is that a restaurant or bar are not viable with the public improvements remaining unaffected by such market conditions. See Forever remains a Village Center development that must be treated the same as other Village Center development, with pedestrian traffic still encouraged to visit the observation area and walk through the plazas. Moreover, it is hoped that the trail connection to the Telluride Trail will be completed someday by the Town that will further encourage pedestrian traffic through the See Forever plazas.

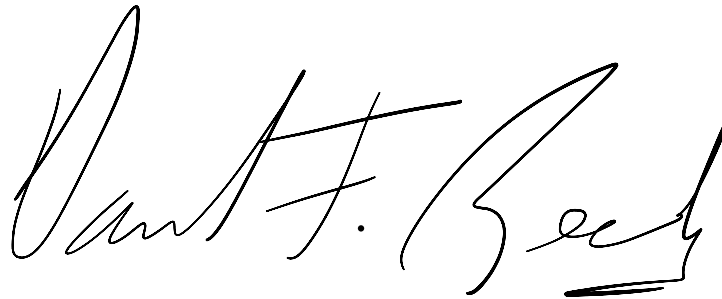
While the Town’s land use code now requires an HOA to operate and maintain plaza areas including snowmelt systems, the past Town codes did not, and actually embraced these systems as public improvements that would be maintained by the District and subsequently the Town. To apply a new code policy to an existing development has the effect of retroactively applying a new law onto a pre-existing project which seems unfair and not rationally or proportionally related to such a small PUD change.

Our goal is to convert the restaurant space into a residential unit that will be included into the See Forever short-term rental pool that is managed by The Peaks through the Unit Management Agreement. We truly believe that providing a short-term rental unit is an equal replacement benefit and reducing the snowmelt by 11 percent is also a benefit to the public due to decreased capital expenditures by the Town with such savings available to be used on other plaza area improvements. We hope that the Council concurs with this approach during the conceptual worksession so that we may move forward with a formal PUD amendment and rezoning application.

We look forward to further discussing the conceptual change with the Council at the May meeting

Sincerely,

Dan Reedy

A handwritten signature in black ink that reads "Dan F. Reedy". The signature is written in a cursive, flowing style with a prominent initial "D" and a distinct "F".



# CONCEPTUAL WORKSESSION SUBMITTAL FORM

**Planning & Development Service  
 Department  
 Planning Division**  
 455 Mountain Village Blvd.  
 Mountain Village, CO 81435

WORKSESSION SUBMISSION PROCESS			
APPLICANT INFORMATION			
<b>Name:</b>		<b>E-mail Address:</b>	
<b>Mailing Address:</b>		<b>Phone:</b>	
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>	
<b>Mountain Village Business License Number:</b>			
PROPERTY INFORMATION			
<b>Physical Address:</b>		<b>Acreage:</b>	
<b>Zone District:</b>	<b>Zoning Designations:</b>	<b>Density Assigned to the Lot or Site:</b>	
<b>Legal Description:</b>			
<b>Existing Land Uses:</b>			
<b>Proposed Land Uses:</b>			
OWNER INFORMATION			
<b>Property Owner:</b>		<b>E-mail Address:</b>	
<b>Mailing Address:</b>		<b>Phone:</b>	
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>	
DESCRIPTION OF REQUEST			



# CONCEPTUAL WORKSESSION SUBMITTAL FORM

Planning & Development Service  
Department  
Planning Division  
455 Mountain Village Blvd.  
Mountain Village, CO 81435

**OWNER/APPLICANT  
ACKNOWLEDGEMENT  
OF RESPONSIBILITIES**

I, F. John Owen, the owner of the unplatted Garden Level and COM 1 (the "Property") hereby certify that the statements made by myself and my agents on this submittal are true and correct. I acknowledge that any misrepresentation of any information on the submittal may be grounds for denial of the development worksession or the imposition of penalties and/or fines pursuant to the Community Development Code. We have familiarized ourselves with the rules, regulations and procedures with respect to preparing and filing the development submission request. We agree to allow access to the proposed development site at all times by member of Town staff, DRB members and the Town Council. We agree that if this request is approved, it is issued on the representations made in the development submittal, and any approval or subsequently issued building permit(s) or other type of permit(s) may be revoked without notice if there is a breach of representations or conditions of approval. By signing this acknowledgement, I understand and agree that I am responsible for the completion of all required on-site and off-site improvements as shown and approved on the final plan(s) (including but not limited to: landscaping, paving, lighting, etc.). We further understand that I (we) are responsible for paying Town legal fees and other fees as set forth in the Community Development Code.

F. John Owen 5/3/2016  
Signature of Owner Date

[Signature] 5/3/2016  
Signature of Agent Date

OFFICE USE ONLY	
Fee Paid:	By:
	Planner:



# CONCEPTUAL WORKSESSION SUBMITTAL FORM

Planning & Development Service  
Department  
Planning Division  
455 Mountain Village Blvd.  
Mountain Village, CO 81435

## OWNER AGENT AUTHORIZATION FORM

I have reviewed the development submission request and hereby authorize Mike Lynch  
of Robinson Waters & O'Dorisio, P.C. to be and to act as my designated representative and represent  
the development request through all aspects of the development review process with the Town of Mountain  
Village.

John Al  
(Signature)

5/3/2016  
(Date)

F. John Abram  
(Printed name)

ATTACHMENT A

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF MOUNTAIN VILLAGE,  
MOUNTAIN VILLAGE, COLORADO  
APPROVAL OF FINAL PLANNED UNIT DEVELOPMENT APPLICATION  
LOTS 82R, 83R, 84R, 85R, 86R, 87R, 88R, 105R, 134, 135, 135A, 136R  
SEE FOREVER PLAZA III**

**Resolution No. 2002-0514-11**

**Whereas,** See Forever Ventures, LLC is the owner of record of real property described as, 87R, 88R, 105R, 134, 135, 135A, 136R Mountain Village; and

**Whereas,** See Forever Ventures, LLC has requested approval of a Final Planned Unit Development Application.

**Whereas,** See Forever Ventures, LLC is in compliance with the provisions of Article 3.5 of the Land Use Ordinance and with due consideration of the matters set forth in the application filed, this application does hereby seek approval of the Final Planned Unit Development.

**Whereas,** See Forever Ventures, LLC has specifically complied with Section 3-517, Community Purposes, in the following manner:

1. Replat and rezoning of Lots 83R and 84R to Active Open Space OS3K and the Replat and Rezoning of Lots 85R and 86R to Active Open Space, OS3L to protect and preserve sensitive Ridgeline Lots;
2. The transfer of lots 83R, 84R, 85R, and 86R and the transfer of the corresponding 12 Condominium Units or 36 units of Density on December 12, 2001 from the Owner to public ownership (the Mountain Village Metropolitan District);
3. The transfer of 2 Condominium Units or 6 units of Density from Lot 106R, See Forever Village Phase I, from the Owner to public ownership (the Mountain Village Metropolitan District);
4. Provision of a restaurant restricted by deed on Lot 105R1;
5. Provision of additional short-term bed base in the Mountain Village Core;
6. Construction of an observation deck with public amenities such as one (1) telescope and nature information on OS3J, OS3K and OS3L as shown on the Final PUD Plat and Final PUD Plans and directional signage thereto;
7. Construction of a trailhead connection from the Observation Deck to the trail to Telluride; and
8. Construction of two (2) additional one-bedroom Employee Apartments on Lot 82R1, to create a total of three (3) one (1) bedroom Employee Apartments.

**Whereas,** See Forever Ventures, LLC has specifically complied with Section 3-518, Review Standards, in the following manner:

1. The See Forever Plaza III PUD application is generally consistent with the underlying purposes and goals of the Land Use Ordinance and Design Regulations.
2. The See Forever Plaza III PUD application represents a creative approach to the development and use of land and related physical facilities and produces a better development than would otherwise be possible under strict application of the requirements of the underlying Zoning Designation, Zone District and Land Use and Density and provides amenities for residents of See Forever Plaza and the public in general.
3. The See Forever Plaza III PUD application is designed to be compatible with the surrounding environment, neighborhood and area relative to, but not limited to, architectural design, scale, bulk, building height, buffer zones, character, and orientation and does not adversely affect existing land uses and the future development of the surrounding neighborhood and area.
4. The landscaping and public spaces proposed by the See Forever Plaza III PUD application provides sufficient buffering of uses from one another to minimize adverse impacts and creates attractive public spaces consistent with the character of the surrounding environment, neighborhood and area.
5. The See Forever Plaza III PUD application provides sufficient parking and traffic circulation.

**Whereas**, the Design Review Board (DRB) considered this application, along with evidence and testimony, at a public meeting held on March 28, 2002. Upon concluding their review, the Board voted in favor of approval subject to certain conditions.

**Whereas**, the Town Council considered this application, along with evidence and testimony, at a public meeting May 14, 2002.

**Whereas**, the Design Review Board (DRB) considered this application, along with evidence and testimony, at a public meeting held on March 28, 2002. Upon concluding their review, the Board voted in favor of Final Planned Unit Development Approval for See Forever Plaza III and recommended approval to the Town Council subject to certain conditions.

**Now, Therefore, Be It Resolved** that the Town Council hereby grants Final Planned Unit Development Approval of See Forever Plaza Phase III, Lots 82R, 83R, 84R, 85R, 86R, 87R, 88R, 105R, 134, 135, 135A, 136R, Mountain Village, and authorizes the Mayor to sign the Resolution subject to the following:

1. Prior to construction, Applicant will provide a Site Plan for review and approval by the Telluride Fire Protection District.
2. Applicant will submit final routing and service locations as requested by Kinder Morgan prior to receiving a Building Permit.
3. The Applicant is responsible for repairing the damage, as determined by Staff, to Sunny Ridge Place, that occurs due to their construction of See Forever Plaza Phase III.
4. The Applicant is required to provide to Staff a detailed signage package with the Applicant's construction documents that illustrates the directional signage and lighting for the Gateway.
5. The Applicant will work with Telluride Ski & Golf Company to provide landscaping at the Gateway. The Landscaping will include documentation that illustrates that the gates for the



Gateway will be permanently open and unable to be closed.

6. The Applicant is required to designate one sign in the Observation Area to include information of the surrounding Flora and Fauna. In addition, the Applicant will add historical information to the Observation Area that pertains to the Region, specifically the Town of Mountain Village and Telluride. This additional requested information will include the location of the Telluride Historical Museum.
7. The Applicant will work with the owner of 109 See Forever to provide the owner two (2) alternatives to redesigning the walkway. The Applicant will finalize the discussion with the owner of 109 See Forever by April 22, 2002.
8. The Applicant must record any Resolution of approval for the Density Transfer, Replat and Rezoning and changes to the General Easement and the Development Agreement from Town Council and all required Easements and Restrictions prior to receiving a Development Permit.
9. The Applicant is required to comply with Section 5-101 of the Town of Mountain Village Land Use Ordinance and institute the employee housing restriction (EHR) covenant that runs fifty (50) years from the date of the recordation with the title to the property. Section 5-101 states the following:
 

“... This restriction on use and occupancy constitutes a covenant that runs fifty (50) years from the date of the recordation with the title to the property as a burden thereon and shall be binding on the owner and on the heirs, personal representatives, assigns, lessees and licensees and any transferee of the owner ...”
10. The Applicant is required to submit the Condominium Declaration for See Forever Plaza Phase III to Staff for review and approval of such provision prior to recordation of the Declaration in the records of the San Miguel County Clerk and Recorder and prior to receiving a Certificate of Occupancy. The Declaration shall contain a provision regarding interior fixed lighting restrictions affecting the north facing side of the penthouses on Lots 82R1 and 105R1. Such provision may not be amended without the prior written consent of the Town of Mountain Village Design Review Board. The Declaration shall contain a provision for the dedicated parking spaces for the Employee Apartments.
11. The Applicant is required to comply with Section 7-306-3 in its entirety. In addition, the Applicant must provide to Staff the recorded Deed Restriction for valet parking on the property that will run with the land and be a part of the recorded Condominium Plat and Declaration.
12. The Applicant will be required to return to the Design Review Board if any changes are made to the approved parking plan.
13. The Applicant is to work with Kinder Morgan to insure that there are no gas meters located in public view along the public walkways.
14. The Applicant is required to negotiate with the Town to clarify the specific areas of public improvements in which the Applicant is requesting Metro Services assume responsibility for the maintenance. Metro Services does not guarantee that it will accept all improvements on Active Open Space, in particular those that are related to direct access to the proposed buildings, in this application.
15. The Applicant is required to build the public improvements to the specifications provided by

the Town regarding the appropriate pathway lighting fixtures, snow melt system and corresponding boiler system and pathway and plaza surfaces. Specifications will be mutually agreed upon by the Applicant and the Town.

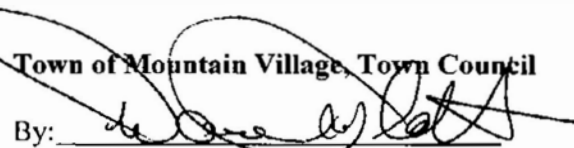
16. The Applicant is required to design the public improvements with separate systems from the proposed development; i.e., the public improvements will have separate gas meters, boilers and heaters for the snowmelt. In addition, the Applicant will provide 24-hour access to these systems to the Town and Metro Services to allow for repair and maintenance functions.
17. The Applicant will provide to Staff a mutual agreement between Metro Services and See Forever Plaza Phase III and/or the respective HOA on the maintenance and operational costs of the pedestrian walkways and the public observation deck. This agreement shall be a condition of the Development Agreement required by the PUD application process.
18. The Applicant is required to design and construct an internal heated gutter system and snow guard within the eave assembly. The proposed design for the system will need to be submitted for approval at a Design Review Board Work Session prior to the Applicant submitting construction documents. In addition, the Applicant will include in the Construction Plan submittal details of the approved interior gutter system including leads to the storm drain.
19. In order to provide the owners of condominium units constructed on the See Forever Property with the option of renting their units on a short-term basis and thus add to the short-term bed base for the Town, Owner or Owner's successors and assigns shall be obligated to notify the Town Manager in writing in the event that the Services Agreement dated April 15, 2000, as amended, by and between Owner and Telluride Resort and Spa, L.P., a Delaware limited partnership, Carefree Management, LLC and Wyndham Management Corporation, a Delaware corporation, as amended (attached hereto as Exhibit "G") ("Wyndham Services Agreement") is terminated by either party within ten (10) days of the date of such termination. Thereafter, Owner or Owner's successor and assigns (i.e. the unit owner's association for See Forever, Phase III) shall use their reasonable best efforts to enter into a similar agreement that fulfills the standard objective of the original Wyndham Services Agreement. Upon the formation of the unit owner's association required to be formed pursuant to C.R.S. 38-33.3-302, Owner shall cause the Wyndham Services Agreement to be assigned to the unit owner's association. The Declaration shall contain a provision setting forth the unit owner's association's obligation to use their reasonable best efforts to enter into a similar agreement that fulfills the standard objective of the original Wyndham Services Agreement in the event that the Wyndham Services Agreement is terminated.
20. Prior to the issuance of a Final Certificate of Occupancy by the Town for the later of Lot 82R or Lot 105R1, Owner shall, at Owner's sole cost and expense, (1) cause the Utility Easement recorded at Plat Book 1, Page 2783-2786 as reconfigured by the Final PUD Plat to be amended to reflect the as-built location of all utilities within such Utility Easement; (2) vacate the blanket Utility Easement recorded in the records of the San Miguel County Clerk and Recorder ("Blanket Easement"); and (3) record new utility easement(s) reflecting the as-built utility locations of the utilities installed within the area of the Blanket Easement. Owner shall provide an as-built survey of such utilities to the Town Building Official for review and approval at least thirty (30) days prior to the proposed issuance of such Final Certificate of Occupancy for the later of Lot 82R1 or Lot 105R1.
21. The Applicant is to submit updated, enumerated plans to Staff that represent the requested changes required by the Design Review Board in its Final Plan Review prior to receiving a Building Permit.

- 22. The Design Review Board reserves the right to revisit the amount of light per exterior fixture and if deemed necessary, the Board may require the Applicant to make the changes to decrease the illumination from the exterior fixtures.
- 23. The Applicant is required to repave Country Club Drive from the entrance to the Peaks Hotel to Lot 114, due to the amount of damage that will be caused to the road from the Applicant's construction.
- 24. Per the Town of Mountain Village Metropolitan District, the Applicant must insure that if the water and sewer lines are less than 10 feet apart then all joints must be encased concrete.
- 25. The Applicant's cable TV design must be approved by Peter Hale.
- 26. Per the Town of Mountain Village Metropolitan District, the Applicant must submit all utility construction details to the Building Department before receiving a Building Permit.
- 27. All conditions set forth by the Design Review Board and the Town Council in the Conceptual and Sketch PUD approval of See Forever Plaza Phase III are included as conditions of this Final Plan approval.
- 28. All representations of the Applicant, either within the submittal or at the Design Review Board and Town Council meetings, are conditions of Final Plan approval.

**Be It Further Resolved** that Pursuant to Section 3-511 that the Town Council has considered a draft of the PUD Development Agreement and that the Town Council further authorizes the Mayor and Town Manager to finalize the Development Agreement consistent with the terms and conditions of this Resolution NO. 2002-0514-11.

**Be It Further Resolved** that 82R, 83R, 84R, 85R, 86R, 87R, 88R, 105R, 134, 135, 135A, 136R is hereby finally approved as submitted in accordance with Resolution NO. 2002-0514-11 and subject to the PUD Development Agreement to be recorded in the records of the San Miguel County Clerk and Recorder.

**Approved** by the Town Council at a public meeting May 14, 2002.

**Town of Mountain Village, Town Council**  
 By:   
 David C. Flatt, Mayor

Attest:  
 By:   
 Linda Check, Town Clerk

DEVELOPMENT AGREEMENT  
FOR  
SEE FOREVER PLAZA PHASE III  
PLANNED UNIT DEVELOPMENT

ATTACHMENT B

THIS DEVELOPMENT AGREEMENT ("**Agreement**") for SEE FOREVER PLAZA PHASE III PLANNED UNIT DEVELOPMENT ("**See Forever Plaza Phase III PUD**") is entered into by and between the Town of Mountain Village, a home rule municipality and political subdivision of the State of Colorado ("**Town**"), and See Forever Ventures, LLC, a Delaware limited liability company ("**Owner**").

I. **RECITALS**

1.1 WHEREAS, Owner is the owner of certain real property presently described as:

Lots 82R, 87R, 88R and 105R, Town of Mountain Village, according to the plat recorded in Plat Book 1 at pages 2248-2249,

and

Lots 135 and 135A, Telluride Mountain Village, Filing 1, Replat No. 3, according to the plat recorded in Plat Book 1 at pages 577-583, and of Lot 134, Telluride Mountain Village, Filing 1, according to the plat recorded in Plat Book 1 at pages 476-486,

and

Lot 136R, See Forever Plaza, Phase One, according to the plat recorded in Plat Book 1 at pages 2783-2786;

(collectively the "**See Forever Property**").

1.2 WHEREAS, Telluride Mountain Village Resort Company, a Colorado non-profit corporation, doing business as Mountain Village Metropolitan Services, Inc. ("**Metro Services**") is the owner of certain real property presently described as:

Lots 83R, 84R, 85R, and 86R, Town of Mountain Village, according to the plat filed of record in Plat Book 1, page 3039  
3042

County of San Miguel,  
State of Colorado,

(collectively the "**Metro Services Property**")

1.3 WHEREAS, Metro Services and Telluride Ski & Golf Company, LLLP, a Colorado limited liability limited partnership ("Telski") are the owners of certain real property presently described as:

Tract OS-3, Filing 1, Telluride Mountain Village as recorded in Plat Book 1 at page 476 as further modified by subsequent plats recorded in the office of the Clerk and Recorder,

and

Tracts OS3H, OS3A-1, OS3A-2 and Tract OS3A-3 according to the plat recorded in Plat Book 1 at pages 2248-2249;

County of San Miguel,  
State of Colorado,

(collectively, "Open Space Tracts").

1.4 WHEREAS, Owner submitted an application ("Application") to the Town for approval of a Planned Unit Development ("PUD") for the See Forever Property, Metro Services Property and Open Space Tracts (collectively, the "Property") pursuant to Section 3-5 of the Town of Mountain Village Land Use Ordinance ("LUO").

1.5 WHEREAS, at a public hearing on November 29, 2001, the Town of Mountain Village Design Review Board ("DRB") granted Conceptual PUD Plan approval to the Application pursuant to LUO Section 3-507.

1.6 WHEREAS, at a public hearing on December 11, 2001, the Town of Mountain Village Town Council ("Town Council") granted Conceptual PUD Plan approval to the Application pursuant to LUO Section 3-507.

1.7 WHEREAS, at a public hearing on January 24, 2002 the DRB granted Sketch PUD Plan approval to the Application pursuant to LUO Section 3-508.

1.8 WHEREAS, at a public hearing on March 28, 2002, the DRB granted Final PUD Plan approval to the Application pursuant to LUO Section 3-509.

1.9 WHEREAS, at a public hearing on April 9, 2002, the Town Council granted Final PUD Plan approval to the Application pursuant to LUO Section 3-510.

1.10 WHEREAS, after public hearing and comment thereon, the DRB and the Town Council found that (i) the See Forever Plaza Phase III PUD achieves one (1) or more of the applicable purposes listed in Section 3-517 of the LUO, and (ii) the resulting development will be consistent with the provisions of Section 3-518 of the LUO.

1.11 WHEREAS, the public hearings referred to above were preceded by publication of public notice of such hearing(s) on such dates and/or dates from which such hearings were continued in the *Telluride Watch*, and by mailing of public notice to property owners within one hundred fifty feet (150') of the Property, as required by the LUO.

1.12 WHEREAS, Owner has now met all requirements for final PUD approval and has addressed all conditions of final PUD approval as set forth by the DRB and Town Council.

NOW THEREFORE, the parties agree as follows:

## **II. CONSIDERATION**

2.1 The consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Town and by the Owner, is the Town's final approval of the See Forever Plaza Phase III PUD upon all terms and conditions contained herein and the mutual obligations and promises set forth herein.

2.2 The Recitals and Consideration set forth above are incorporated herein as essential terms of this Agreement.

## **III. COMMUNITY PURPOSES AND REVIEW STANDARDS**

3.1 The DRB and Town Council have determined that the See Forever Plaza Phase III PUD achieves one or more Community Purposes in accordance with LUO § 3-517 by providing the following public benefits:

- A. Conveyance of Lots 83R, 84R, 85R and 86R to Metro District by See Forever Ventures, LLC, which were subsequently conveyed to Metro Services;
- B. Rezoning of Lots 83R, 84R, 85R, and 86R to Active Open Space to protect and preserve sensitive Ridgeline Lots;
- C. Replat of Lots 83R and 84R to OS3K and Lots 85R and 86R to OS3L, and the transfer of the corresponding 12 Condominium Units or 36 units of Density from the Owner to public ownership (the Mountain Village Metropolitan District) as shown on the Final PUD Plat;
- D. The transfer of 2 Condominium Units or 6 units of Density from Lot 106R, See Forever Village Phase I, from the Owner to public ownership (the Mountain Village Metropolitan District) as shown on the Final PUD Plat;
- E. Provision of a restaurant restricted by deed on Lot 105R1;
- F. Provision of additional short-term bed base in the Mountain Village Core;

- G. Construction of an observation deck ("**Observation Deck**") with public amenities such as one (1) telescope and nature information on OS3J, OS3K, and OS3L as shown on the Final PUD Plat and Final PUD Plans and directional signage thereto;
- H. Construction of a trailhead connection from the Observation Deck to the Telluride Trail as shown on Exhibit "C" attached hereto; and
- I. Construction of two (2) additional one-bedroom Employee Apartments on Lot 82R1, to create a total of three (3) one (1) bedroom Employee Apartments.

3.2 The DRB and Town Council have determined that the See Forever Plaza Phase III PUD complies with the Review Standards set forth in LUO § 3-518.

#### **IV. APPROVAL OF REPLAT**

4.1 The DRB and Town Council have approved the replat of the Property as set forth on the See Forever Plaza Phase III Final Plat of the Property dated 8-1-, 2002 ("**Final PUD Plat**"), recorded in Plat Book 1, at Page <sup>3039</sup>3042 on 8-1-, 2002, in the records of the San Miguel County Clerk and Recorder simultaneously with this Agreement.

4.2 Metro Services and Telski have approved the Final PUD Plat.

4.2 Upon recordation of the Final PUD Plat, the Property shall consist of the Lot numbers and designations as set forth in Exhibit "B". The term "Property" as used in this Agreement shall also refer to the Property as reconfigured and replatted pursuant to the Final PUD Plat.

#### **V. APPROVAL OF REZONING**

5.1 The Property is currently Zoned and Platted as set forth on Exhibit "A".

5.2 The DRB and Town Council approved the Rezoning of the Property as set forth on Exhibit "B".

5.3 Metro Services and Telski have consented to and approved the Rezoning of their respective properties.

#### **VI. APPROVAL OF DENSITY TRANSFER**

6.1 The Zoning Designations and appurtenant Density currently approved for the Property is as set forth on Exhibit "A" attached hereto.

6.2 The DRB and Town Council have approved Density Transfers for and among the Property as follows:

- i. Three (3) Condominium Units, nine (9) persons of Density, from Lot 88R to Lot 82R1;
- ii. Six (6) Condominium Units, eighteen (18) persons of Density, from Lot 87R to Lot 105R1;
- iii. Two (2) Condominium Units, six (6) persons of Density, from Lot 135A to Lot 105R1;
- iv. Twelve (12) Condominium Units, thirty-six (36) persons of Density, from Lots 83R, 84R, 85R and 86R to the density bank for the benefit of Metro District;
- v. One (1) Condominium Unit, three (3) persons of Density, from Lot 134 to the density bank for the benefit of Owner or its assigns;
- vi. One (1.67) Condominium Unit, five (5) persons of Density, from Lot 136R to the density bank for the benefit of Owner or its assigns;
- vii. Three (2) Condominium Units, six (6) persons of Density, from Lot 106R to the density bank for the benefit of Metro District; and
- viii. One (1) Employee Apartment unit, one and one-half (1.5) persons of density, from the Town of Mountain Village to Lot 82R1 pursuant to LUO Section 3-104.

6.3 Metro Services consents to and approves the Density Transfers affecting the Metro Services Property.

6.4 The DRB and Town Council have approved, pursuant to LUO Section 3-104, the creation of one (1) additional Employee Apartment with a Density of one and one-half (1.5) persons to be allocated and appurtenant to Lot 82R1. A total of three (3) Employee Apartments, one (1) bedroom, shall be constructed on Lot 82R1. Such Employee Apartments shall be subject to and comply with LUO Section 5-101, Employee Housing Restriction ("**EHR**") AND Town of Mountain Village Employee Housing Restriction Ordinance No. 1997-05. The Town of Mountain Village Official Lot List shall be amended to reflect that Lot 82R1 is subject to the EHR and the Employee Housing Restriction Ordinance. The Colorado Common Interest Community Declaration ("Declaration") required pursuant to C.R.S. Section 33.3-38-209 for the development of the See Forever Property shall include a provision that provides that the use and occupancy of such Employee Apartments is restricted by the EHR and the Employee Housing Restriction Ordinance and that such provision may not be amended without the prior written consent of the Town of Mountain Village. Owner shall submit the Declaration to the Town



Planning Staff for administrative review and approval of such provision prior to recordation of the Declaration in the records of the San Miguel County Clerk and Recorder.

6.5 Upon approval of and recordation of this Agreement and the Final PUD Plat, the Zoning, Zoning Designations and appurtenant Density for the Property shall be as set forth on Exhibit "B".

#### **VII. APPROVAL OF FINAL PUD PLANS**

7.1 The DRB and Town Council have approved the plans, drawings and specification for the See Forever Plaza Phase III PUD which shall consist of the documents itemized in Exhibit "D" hereinafter referred to collectively as the "**Final PUD Plans**". The final construction plans and drawings for the See Forever Plaza Phase III PUD shall be incorporated into this Agreement by this reference upon approval by the Town of Mountain Village Building Department and shall be included in the definition of the "Final PUD Plans." Any amendments to the Final PUD Plans shall be processed in accordance with LUO § 3-520.

#### **VIII. APPROVAL OF LUO AND DESIGN REGULATION VARIATIONS**

8.1 The DRB and Town Council have approved the following variations from the LUO and Design Regulations for the See Forever Property:

##### **A. HEIGHT VARIATIONS:**

Town Council and DRB have approved a variation from Design Regulation § 8-107-1 to allow for an increase in the Maximum Height on (i) Lot 105R1 (Building A) from 60 feet to up to 75.75 feet and (ii) Lot 82R1 (Building B) from 60 feet to up to 78 feet as detailed on the Final PUD Plans.

Council and DRB have approved a variation from Design Regulation § 8-107-1 to allow for an increase in the Maximum Average Height on (i) Lot 105R1 (Building A) from 48 feet to 60.35 feet, and (ii) Lot 82R1 (Building B) from 48 feet to 61.96 feet as detailed on the Final PUD Plans.

##### **B. PARKING VARIATIONS:**

Town Council and DRB have approved a variation from Design Regulations § 7-306-1 to allow a decrease in the size of eight (8) underground parking garage spaces from 9' x 18' to 8' x 18'.

Town Council and DRB have approved eleven (11) full size (9' x 18') tandem parking spaces pursuant to Design Regulations 7-306-2, provided that 24 hours valet parking service is provided.

C. BUILDING MATERIALS VARIATIONS:

	<b>Required Material per See Forever Guidelines</b>	<b>Requested Material</b>
*	Stone – river rock	Telluride Gold Stone
*	Log Stain – Sherwin Williams Cottonwood #SW3040	Upper deck – semi transparent stain, amber hue at Cabins. Natural wood color at buildings A & B.
	Conventional framing with log siding and log accents or traditional stacked logs	2X12 boards with chinking between at Buildings A & B
*	Roof Shake, American Cedar wood “Royal Shake”, seasoned gray	Hand split and re-sawn Red Cedar, 18” long and ¾” thick at cabins, standing seam aged patina copper roof at Buildings A & B
*	Windows and French Doors shall be stained wood, true-divided light only	Metal Clad doors and windows. Where divided lites occur, to be simulated with spacer bars between panes
*	Exterior hardware Wrought iron levers by Southwest Door Co. Model 8007-8107PS	3-1/2” x 13” Escutcheon with French Twist lever by Rocky Mountain Hardware, Silicon Bronze, Dark Patina/ card key locks for front doors and lock-off doors.
*	Exterior lighting – Arroyo Craftsman, Berkeley M-A41	See Final PUD Lighting Plan
	Roof Form Gable roofs with gable dormers only - hip roofs are not permitted	Gable, Hip and Shed roofs

**D. ROOF PITCH VARIATION:**

Town Council and DRB have approved a variation from Design Regulations § 8-201-1 to allow a variance in roof pitch to 4:12, 6:12, 8:12 and 12:12 on the Property as detailed in the Final PUD Plans.

**E. GROUND FLOOR OCCUPANCY VARIATION:**

Town Council and DRB have approved a variation from LUO § 3-207-6 to allow for ground floor residential occupancy on Lots 82R1, 134R1, 134R2, 135R1, 136R1 and 105R1.

**IX. ADDITIONAL CONDITIONS OF APPROVAL**

9.1 **RECORDATION OF EASEMENTS.** The recordation in the records of the San Miguel County Clerk and Recorder of the following easements as shown on the Final PUD Plat shall be a condition of the recordation of the Final PUD Plat and this Agreement:

- A. Hiking Trail Easement as reserved in Deed recorded at Reception No. 346331;
- B. Parking and Access Easement as reserved in Deed recorded at Reception No. 346331;
- C. Observation Area and Facilities Easement as reserved in Deed recorded at Reception No. 346331;
- D. 16' Construction Easement recorded at Reception No. 347439;
- E. Metro Services Perimeter Easement Agreement recorded at Reception No. 350621
- F. Metro Services Maintenance and Access Easement Agreement recorded at Reception No. 350622
- G. Telski Maintenance and Access Easement Agreement recorded at Reception No. 350623
- H. Metro District Parking Easement Agreement recorded at Reception No. 350624
- I. Metro District Sunny Ridge Place Easement Agreement recorded at Reception No. 350625;
- J. Telski Parking Easement Agreement recorded at Reception No. 350626
- K. Telski Perimeter Easement Agreement recorded at Reception No. 350627

L. Blanket Utility Easement Agreement recorded at Reception No. 350628

M. Telski Temporary Parking Easement Agreement recorded at Reception No. 350629; and

N. Second Amendment to Grant of Easements and Agreement recorded at Reception No. 350630

9.2 **RECORDATION OF AS-BUILT UTILITY EASEMENTS.** Prior to the issuance of the Final Certificate of Occupancy by the Town for the later of Lot 82R or Lot 105R1, Owner shall, at Owner's sole cost and expense amend the legal descriptions for the (i) Grant of Easements and Agreement recorded at Plat Book 1, Page 2783-2786, as amended; and (ii) Blank Utility Easement Agreement recorded at Reception No. 350628 reflect the as-built location of all utilities within such easements. Owner shall provide an as-built survey of such utilities to the Town Building Official for review and approval at least thirty (30) days prior to the proposed issuance of such Final Certificate of Occupancy for the later of Lot 82R or Lot 105R1.

9.3 **RECORDATION OF RESTURANT DEED RESTRICTION.** The recordation in the records of the San Miguel County Clerk and Recorder of the Deed Restriction set forth in Exhibit "E" restricting the use of no less than 4,000 square feet on Lot 105R1 shall be a condition of the recordation of the Final PUD Plat and this Agreement.

9.4 **RECORDATION OF VALET PARKING DEED RESTRICTION.** Pursuant to Design Regulations 7-306-3, the Owner shall record in the records of the San Miguel County Clerk and Recorder the Deed Restriction set forth in Exhibit "F" providing for 24 hour valet parking services on the See Forever Property prior to receipt of the first temporary Certificate of Occupancy for the See Forever Property. In addition, the Declaration and the associated condominium plat shall contain a provision obligating the owner's association to operate the required valet parking services. The owner's association shall have the right to contract with a third party for the operation of such valet parking services, however, the owner's association may not assign this obligation without the prior written consent of the Town, which consent shall not be unreasonably withheld. Owner shall submit the Declaration and the associated condominium plat to the Town Planning Staff for administrative review and approval of such provisions prior to recordation of the Declaration and the associated condominium plat in the records of the San Miguel County Clerk and Recorder.

9.5 **WYNDHAM SERVICES AGREEMENT.**

In order to provide the owners of condominium units constructed on the See Forever Property with the option of renting their units on a short-term basis and thus add to the short-term bed base for the Town, Owner or Owner's successors and assigns shall be obligated to notify the Town Manager in writing in the event that the Services Agreement dated April 15, 2000, as amended, by and between Owner and Telluride Resort and Spa, L.P., a Delaware limited

partnership, Carefree Management, LLC and Wyndham Management Corporation, a Delaware corporation, as amended (attached hereto as Exhibit "G") ("Wyndham Services Agreement") is terminated by either party within ten (10) days of the date of such termination. Thereafter, Owner or Owner's successor and assigns (i.e. the unit owner's association for See Forever, Phase III) shall use their reasonable best efforts to enter into a similar agreement that fulfills the standard objective of the original Wyndham Services Agreement. Upon the formation of the unit owner's association required to be formed pursuant to C.R.S. 38-33.3-302, Owner shall cause the Wyndham Services Agreement to be assigned to the unit owner's association. The Declaration shall contain a provision setting forth the unit owner's association's obligation to use their reasonable best efforts to enter into a similar agreement that fulfills the standard objective of the original Wyndham Services Agreement in the event that the Wyndham Services Agreement is terminated. Owner shall submit the Declaration to the Town Planning Staff for administrative review and approval of such provision prior to recordation of the Declaration in the records of the San Miguel County Clerk and Recorder.

9.6 **LIGHTING RESTRICTIONS.** The Declaration shall contain a provision that the interior fixed lighting in the north facing side of the penthouses on Lots 82R1 and 105R1 shall not be changed from the final lighting plan to be approved by the Town of Mountain Village Building and Planning Departments pursuant to the construction documents to be submitted by Owner. Such provision may not be amended without the prior written consent of the Town of Mountain Village Design Review Board. Owner shall submit the Declaration to the Town Planning Staff for administrative review and approval of such provision prior to recordation of the Declaration in the records of the San Miguel County Clerk and Recorder.

9.7 **METRO SERVICES MAINTENANCE AGREEMENT.** Prior to the acceptance by Metro Services of any of the Public Improvements pursuant to Article IX below, Owner and/or the unit owner's association formed pursuant to C.R.S. § 38-33.3-302 and Metro Services shall execute a maintenance agreement providing the terms for the maintenance and operational costs of maintaining the Public Improvements. Attached hereto as Exhibit "H" is a site plan indicating those Public Improvements that Metro Services WILL NOT accept and assume normal maintenance responsibilities therefor upon compliance with paragraph 10.6 below and the operational costs of maintenance.

9.8 **CONSTRUCTION SCHEDULE AND CONSTRUCTION STAGING PLAN.** Owner shall construct the improvements approved under the See Forever Plaza Phase III PUD according to the construction schedule set forth in Exhibit "I" ("Construction Schedule") and in accordance with the Construction Staging plan contained in the Final PUD Plans. Building permits for the construction of the improvements shall only be issued in accordance with the Construction Schedule. Pursuant to LUO § 3-512, a building permit shall not be issued until this Agreement has been recorded pursuant to paragraph 12.1 below.

## **X. CONSTRUCTION OF PUBLIC IMPROVEMENTS**

10.1 **CONSTRUCTION OF PUBLIC IMPROVEMENTS.** The Owner agrees to complete, at Owner's sole cost and expense, the construction of those certain public

improvements set forth in Exhibit "J" ("Public Improvements") and as more fully detailed in the Final PUD Plans.

**10.2 OWNER'S CONSTRUCTION OBLIGATION AND STANDARDS.** The Owner shall construct and complete all required Public Improvements in accordance with this Agreement, the Construction Schedule and the Final PUD Plans and in compliance with all laws, regulations, standards, specifications and requirements of the United States, the State of Colorado, the Town of Mountain Village, the Telluride Fire Protection District, Metro Services, Mountain Village Metropolitan District and all their pertinent agencies.

**10.3 COMPLETION OF PUBLIC IMPROVEMENTS.** All of the Public Improvements shall be fully completed prior to and shall be a condition of the issuance of a final Certificate of Occupancy for the later of Lot 82R1 or Lot 105R1.

**10.4 COLLATERAL.** To secure and guarantee performance of its obligations as set forth herein, Owner shall provide the Town with collateral in an amount equal to 150% of the uncompleted portion of the Public Improvements as shall be determined by the Town Building Official in the form of: (i) certified funds, or (ii) irrevocable letter of credit from a lending or financial institution in good standing in the state of Colorado and in a form reasonably satisfactory to the Town Manager. If certified funds are provided as collateral, they shall be deposited by the Town in a separate interest-bearing account with any interest accruing to the benefit of Owner. Such collateral shall be posted as a condition of and shall be due upon issuance of a temporary Certificate of Occupancy for Lot 105R1. If the Public Improvements have been finally and fully completed prior to the issuance of a temporary Certificate of Occupancy for Lot 105R1 no collateral shall be due and owing from Owner as a condition of the issuance of the temporary Certificate of Occupancy.

**10.5 USE OF COLLATERAL BY TOWN.** If the Town Manager determines that reasonable grounds exist to believe that the Owner is failing or will fail to construct or install the Public Improvements as required by this Agreement, the Town Manager shall notify the Owner in writing and send by registered mail, return receipt requested that: (i) the Town intends to draw on the collateral for the purpose of completing the Public Improvements; (ii) the specific reasons therefore; and (iii) Owner may request a hearing before the Town Council on the matter, such request to be made no less than fifteen (15) days from the date of the notice. Should a hearing not be requested within (15) fifteen days, or should the Town Council conduct a hearing and thereafter determine that the Owner is failing or has failed to satisfactorily install the required Public Improvements, the Town may thereafter draw on the collateral as necessary solely for purposes of paying for the costs of constructing the Public Improvements. In such event the Town shall be entitled to recover such costs as are reasonable to administer the construction of the Public Improvements.

**10.6 APPROVAL AND ACCEPTANCE OF PUBLIC IMPROVEMENTS.**

A. Upon completion of all of the Public Improvements Owner shall notify the Town Manager and request inspection. The Town Building Official shall promptly inspect all such

Public Improvements within thirty (30) days after the date of Owner's request and promptly notify the Owner in writing of non-approval or approval. If such Public Improvements are not acceptable, the reasons for nonacceptance (which shall be limited to the failure of the Public Improvements to have been constructed in accordance with this Agreement and the Final PUD Plans) shall be stated and corrective measures shall be outlined in a written notice by the Town Building Official. The Owner shall thereafter undertake reasonable measures to correct the Public Improvements and upon completion thereof Owner shall request a re-inspection of the Public Improvements. The Town Building Official shall not be required to make inspections during any period when climatic conditions make thorough inspections impractical.

B. Acceptance of all the Public Improvements by Metro Services Board of Directors shall be a condition of the issuance of a final Certificate of Occupancy for the later of Lot 82R1 or Lot 105R1. Upon acceptance of all of the Public Improvements by the Metro Services Board of Directors the Town shall release all collateral posted by the Owner and thereafter Metro Services shall assume normal maintenance responsibilities for the Public Improvements.

10.7 Pursuant to LUO § 3-519-5, Owner shall warrant to the Town and Metro Services the quality, workmanship and function of all the Public Improvements for a period of two (2) years after Final Acceptance by the Metro Services Board of Directors, or until July 1 of the year during which the second winter terminates after Final Acceptance by the Metro Services Board of Directors, whichever is greater.

10.8 Pursuant to LUO § 3-519-3, Owner agrees to repair any existing improvements or facilities damaged during construction and such other items as the Town Manager or Town Building Official deems reasonably appropriate as a result of an act or omission of the Owner or any of its employees, agents or independent contractors.

## **XI. VESTED RIGHTS**

11.1 **SITE SPECIFIC DEVELOPMENT PLAN.** The Town Council Resolution No. 2002-0514-11 approving the See Forever Plaza Phase III PUD, the Final PUD Plans and this Development Agreement constitute a "site specific development plan", pursuant to LUO Section 3-510-4.

11.2 **VESTED REAL PROPERTY RIGHT.** Accordingly, this final approval of a site specific development plan has created for Owner's benefit a "vested real property right" as defined by C.R.S. § 24-68-101 et seq., and this development agreement shall be considered a "development agreement" as that term is used in C.R.S. § 24-68-104, provided, however, Owner acknowledges that the Town does not represent, warrant or guarantee that the duration of this site specific development plan will be extended beyond three (3) years by the Town.

11.3 **DURATION.** For purposes of this Agreement, the above-referenced vested real property right shall remain vested for three (3) years after May 14, 2002, (the date of the Town Council approval of Resolution No. 2002-0514-11). The approvals set forth in Town Council

Resolution No. 2002-0514-12 (i.e. replat, rezone, easements and density transfer) shall not expire after such three (3) year vesting period.

11.4 **PUBLICATION.** A notation of such vested real property right shall be made on the Final PUD Plans. The Town shall promptly cause to be published, at Owner's cost, a notice of such vested rights in the *Telluride Watch*.

11.5 **RELIANCE.** The Owner has relied upon the creation of such vested real property right in entering into this Agreement. The parties acknowledge that the Owner shall not have an affirmative duty to commence construction of this site specific development plan.

11.6 **FUTURE LEGISLATION.** During the three (3) year period in which the vested real property right shall remain vested, the Town shall not impose by legislation or otherwise any zoning or land use requirement or obligations upon Owner or their successors or assigns which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the See Forever Property as set forth in the site specific development plan, except:

- A. With the consent of the Owner; or
- B. Upon the discovery of natural or man-made hazards on or in the immediate vicinity of the See Forever Property, which could not reasonably have been discovered at the time of vested rights approval, and which, if not corrected, would pose a serious threat to the public health, safety and welfare; or
- C. To the extent that compensation is paid, as provided in Title 24, Article 68, CRS.

The establishment of such vested real property right shall not preclude the application of ordinances or regulations which are general in nature, related to health, safety and welfare and applicable to all property subject to land use regulation by the Town, including, but not limited to, fee assessments and building, fire, plumbing, electrical, mechanical, water and sewer codes and ordinances.

## **XII. MISCELLANEOUS**

12.1 **REMEDIES FOR BREACH OR DEFAULT.** In the event Owner, or its successor in interest, should fail to perform or adhere to its obligations as set forth herein, and such failure continues for a period of thirty (30) days after the Owner receives written notice by registered mail, return receipt requested from the Town describing the failure in reasonable detail, then the Town shall have the following remedies against the Owner, or its successors and assigns, which remedies are cumulative and non-exclusive:

- A. Specific performance;



B. Injunctive relief, both mandatory and or prohibitory;

C. Denial, withholding, or cancellation of any building permit or any other authorization authorizing or implementing the development of the See Forever Plaza Phase III PUD and/or any structure or improvement to be constructed on the Property; and/or

D. In the event of a material breach of this Agreement or default under Paragraphs 9.2, 9.4, 10.3, 10.4 and 10.6(B) hereof, denial or withholding of any Certificate of Occupancy for any structure or improvement to be constructed on the Property.

12.2 **INDEMNITY.** Except as otherwise set forth herein, the Owner shall defend and hold the Town harmless from and against any and all claims, demands, liabilities, actions, costs, damages, and reasonable attorney's fees that may arise out of or result directly or indirectly from the Owner's failure to comply with the terms and conditions of this Agreement, including without limitation, Owner's defective design or construction of the Public Improvements or Owner's failure to construct or complete the same. After inspection and acceptance by the Metro Services Board of Directors, and after expiration of any applicable warranty period, this agreement of indemnity shall expire and be of no future force or effect.

12.3 **ATTORNEY FEES.** In the event of any action, proceeding or litigation between the Town and the Owner concerning this Agreement, the prevailing party shall be entitled to collect its reasonable legal fees and costs, including the reasonable value of salaried attorney's time. Any state court litigation to enforce the terms of this Agreement shall be commenced in San Miguel County, Colorado and venue shall be restricted to such county.

12.4 **BINDING EFFECT.** This Agreement shall extend to, inure to the benefit of, and be binding upon the Town and its successors and assigns and, except as otherwise provided herein, upon the Owner, its successors (including subsequent owners of the See Forever Property, or any part thereof), legal representatives and assigns. This Agreement shall constitute an agreement running with the See Forever Property until: (a) modification or release by mutual agreement of the Town and the Owner or their successors and assigns; or (b) expiration of the term hereof. Upon the conveyance of the See Forever Property by See Forever Ventures, LLC to a different entity or person, and provided that the Owner is not in default hereunder at the time of conveyance, then upon the conveyance of the See Forever Property the Owner shall have no liability under this Agreement for any act or omission occurring after the date of such conveyance; provided, that the third party transferee shall assume all liability for any act or omission arising under this Agreement.

12.5 **AUTHORIZATION.** The parties hereto warrant they are fully authorized to execute this Agreement and have taken all actions necessary to obtain such authorization.

12.6 **NOTICES.** All notices required hereunder shall be deemed delivered to the parties five (5) calendar days after posting the same postage prepaid by certified mail, return receipt requested, and addressed as follows:

To the Town:

Kathy Mahoney  
Town Manager  
Town of Mountain Village  
113 Lost Creek Lane  
Mountain Village, Colorado 81435

To the Owner:

See Forever Ventures, LLC  
c/o Abrams Development Corp.  
Attn: F. John Abrams  
457 Mt. Village Blvd., Ste. 2211  
Mountain Village, Colorado 81435

12.7 **SEVERABILITY.** If any term or provision or Article of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the applications or such term or provision or Article to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.8 **DEFINED TERMS.** All capitalized but undefined terms used in this Agreement shall have the meanings set forth in the LUO and/or Design Regulations.

12.9 **EXHIBITS AND ATTACHMENTS.** All exhibits and attachments to this Agreement shall be incorporated herein and deemed a part of this Agreement..

**XIII. TOWN APPROVAL**

13.1 Subject to the conditions herein, Town does hereby finally approve this Agreement, the Final PUD Plat, and the Final PUD Plans. This Agreement shall be incorporated by reference on the Final PUD Plat. These instruments shall constitute the complete approval for the Sec Forever Plaza Phase III PUD. The Final PUD Plat and this Agreement shall be recorded, at the Owner's expense, in the records of the San Miguel County Clerk and Recorder and shall run with the Property. The Final PUD Plans shall be filed of record with the Town of Mountain Village Department of Planning and Design Review.



**OWNER:**

SEE FOREVER VENTURES, LLC, a Delaware limited liability company

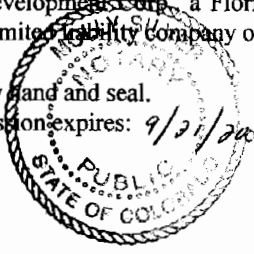
By: Abrams Development Corporation, a Florida corporation, its Manager

By: *F. John Abrams*  
F. John Abrams, President

State of Colorado            )  
  ) ss.  
County of San Miguel        )

Subscribed, sworn to and acknowledged before me by F. John Abrams, President, Abrams Development Corp, a Florida corporation, Manager of See Forever Ventures, LLC, a Colorado limited liability company on this 18<sup>th</sup> day of July, 2002.

Witness my hand and seal.  
My commission expires: 9/21/2002



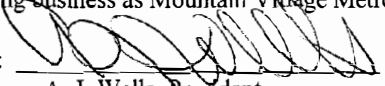
*[Signature]*  
Notary Public

My Commission Expires 09/21/2002

**METRO SERVICES CONSENT**

Telluride Mountain Village Resort Company, a Colorado non-profit corporation, doing business as Mountain Village Metropolitan Services, Inc. hereby consents to the terms and conditions of this Agreement to the extent that they apply to the Metro Services Property and the Open Space Tracts and to the terms and conditions of Article 9.


Telluride Mountain Village Resort Company, a Colorado non-profit corporation, doing business as Mountain Village Metropolitan Services, Inc.

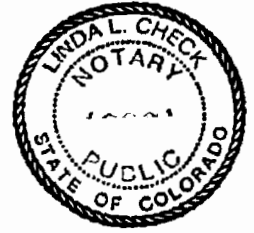
By:   
A. J. Wells, President

State of Colorado            )  
  ) ss.  
County of San Miguel        )

Subscribed, sworn to and acknowledged before me by A. J. Wells, President, Telluride Mountain Village Resort Company, a Colorado non-profit corporation, doing business as Mountain Village Metropolitan Services, Inc. on this 24<sup>th</sup> day of July, 2002.

Witness my hand and seal.  
My commission expires: 03-15-03

  
Notary Public



**TELSKI CONSENT**

Telluride Ski & Golf Company, LLLP, a Colorado limited liability limited partnership hereby consents to the terms and conditions of this Agreement to the extent that they apply to the Open Space Tracts.

Telluride Ski & Golf Company, LLLP, a Colorado limited liability limited partnership

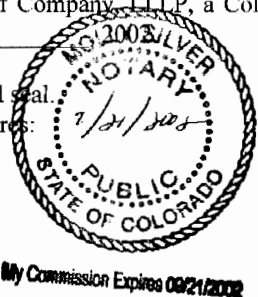
By: Telski Operations, Inc., a general partner

By: [Signature]  
Name: Isaac B. Shuster  
Title: Vice President

State of Colorado            )  
  ) ss.  
County of San Miguel        )

Subscribed, sworn to and acknowledged before me by Isaac B. Shuster the Vice President of Telski Operations, Inc., a Colorado corporation, a general partner of Telluride Ski & Golf Company, LLLP, a Colorado limited liability limited partnership on this 21<sup>st</sup> day of July

Witness my hand and seal.  
My commission expires:



[Signature]  
Notary Public

## EXHIBIT A

## Current Platting Status

Lot	Acres	Units	Density	Designated Use
82R	0.255	7	21	Condo
		1	3	Employee Apt (2 bed)
83R	0.034	3	9	Condo
84R	0.048	3	9	Condo
85R	0.076	3	9	Condo
86R	0.063	3	9	Condo
87R	0.126	6	18	Condo
88R	0.055	3	9	Condo
105R	0.113	6	18	Condo
134	0.339	3	9	Condo
135	0.259	3	9	Condo
135A	.003	0	0	Access Tract
136R	0.164	2	8	Sub dividable duplex
<b>Total</b>	<b>1.535</b>	<b>43</b>	<b>131</b>	

## EXHIBIT B

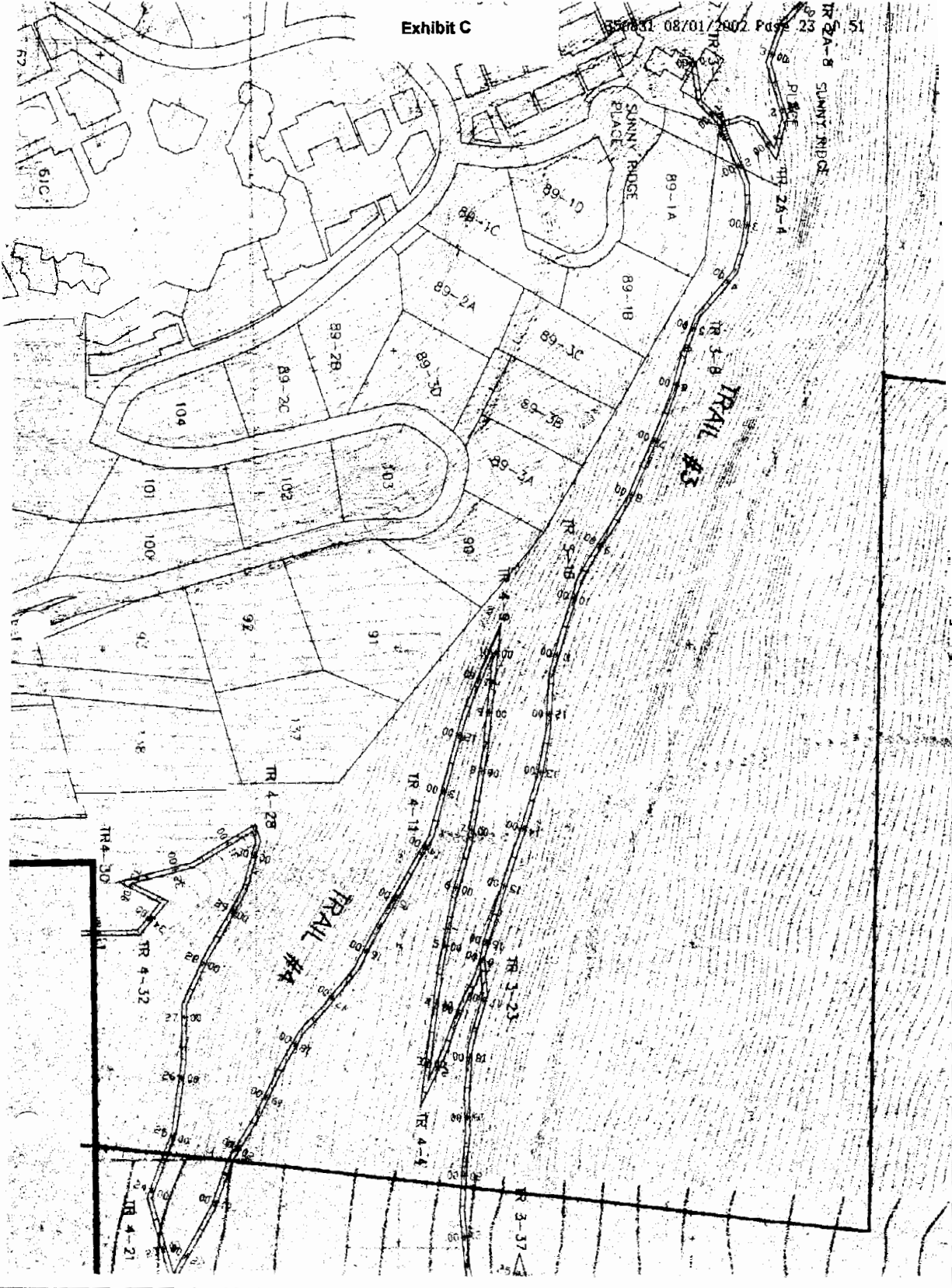
## Proposed Platting Status

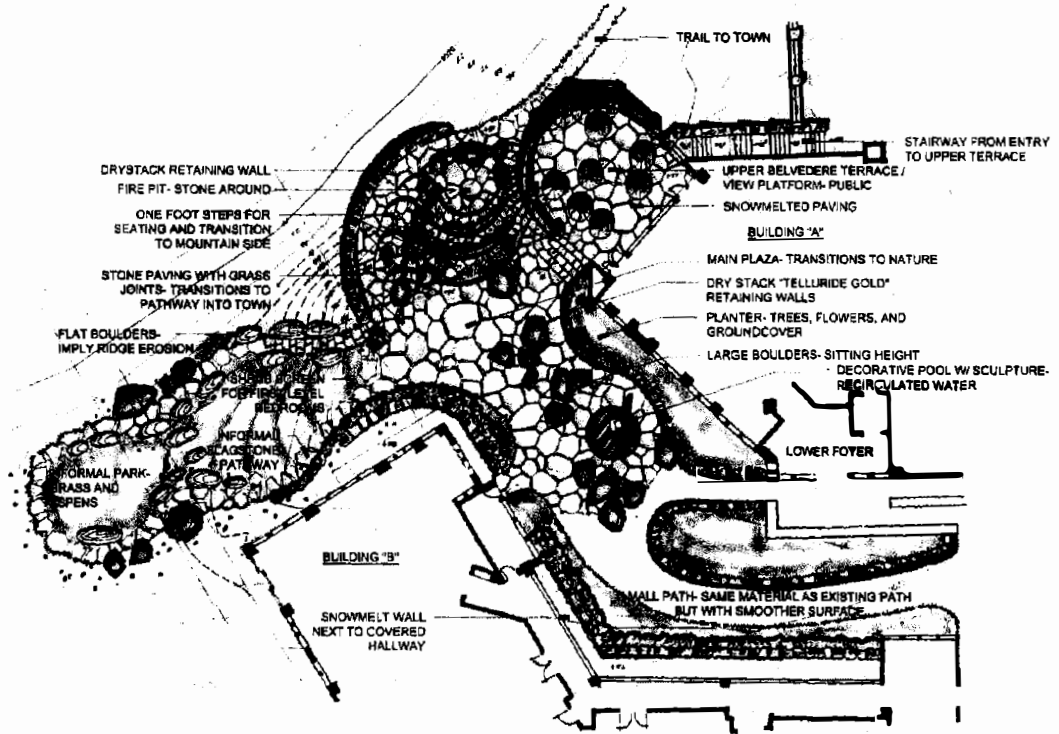
Replat	Acres	Units	Density	Designated Use
82R1	.207	10	30	Condo
		3	4.5	Employee Apt (1 bed)
83R to OS3K	.034	0	0	Active Open Space
84R to OS3K	.048	0	0	Active Open Space
85R to OS3L	.076	0	0	Active Open Space
86R to OS3L	.063	0	0	Active Open Space
105R1	.389	14	42	Condo
134R1	.051	1	3	Detach Condo/Village Core
134R2	.051	1	3	Detach Condo/Village Core
135R1	.051	1	3	Detach Condo/Village Core
136R1	.038	1	3	Detach Condo/Village Core
<b>Total</b>	<b>1.017</b>	<b>31</b>	<b>88.5</b>	



**EXHIBIT C**

PORTION OF THE SITE PLAN SHOWING THE TRAILHEAD CONNECTION FROM THE  
OBSERVATION DECK TO THE TRAIL TO TELLURIDE





SEE FOREVER VILLAGE - PHASE 2  
 TELLURIDE, CO.  
 PLAZA SITE PLAN ENLARGEMENT

**EXHIBIT D**  
**List of Final PUD Plans**

Civil Drawings:

- C-1 Topography plan dated 02.18.02 prepared By Foley Associates, Inc. consisting of 1 page.
- C-2 Replat plans dated 02.18.02 prepared by Foley Associates, Inc consisting of 1 page.
- C-3 Replat plans dated 02.18.02 prepared by Foley Associates, Inc consisting of 1 page.
- C-4 Replat plans dated 02.18.02 prepared by Foley Associates, Inc consisting of 1 page.
- C-5 Utility plan dated 02.18.02 prepared by Foley Associates, Inc consisting of 1 page.
- C-6 Construction staging plan dated 02.18.02 prepared by Foley Associates, Inc consisting of 1 page
- C-7 Construction staging plan dated 02.18.02 prepared by Foley Associates, Inc consisting of 1 page

Landscape Drawings:

- L-1 Site plan dated 02.18.02 prepared by Design Workshop consisting of 1 page.
- L-2 Landscape plan dated 02.18.02 prepared by Design Workshop consisting of 1 page.
- L-3 Irrigation plan dated 02.18.02 prepared by Design Workshop consisting of 1 page.
- L-4 Irrigation details dated 02.18.02 prepared by Design Workshop consisting of 1 page.
- L-5 Tree removal plan dated 02.18.02 prepared by Design Workshop consisting of 1 page.
- L-6 Snow melted area plan dated 02.18.02 prepared by Design Workshop consisting of 1 page.
- L-7 Lighting plan dated 02.18.02 prepared by Design Workshop consisting of 1 page.
- L-8 Illustrative landscape plan dated 02.18.02 prepared by Design Workshop consisting of 1 page.

Architectural Drawings:

- A-1 Garage level G1 plan dated 02.18.02 prepared by HKS consisting of 1 page.
- A-2 Garage level G2 plan (east) dated 02.18.02 prepared by HKS consisting of 1 page.
- A-3 Garage level G2 plan (west) dated 02.18.02 prepared by HKS consisting of 1 page.
- A-4 Building A lower level plan dated 02.18.02 prepared by HKS consisting of 1 page.
- A-5 Building A level L1 plan dated 02.18.02 prepared by HKS consisting of 1 page.
- A-6 Building A level 2 plan dated 02.18.02 prepared by HKS consisting of 1 page.
- A-7 Building A level 3 plan dated 02.18.02 prepared by HKS consisting of 1 page.
- A-8 Building A level 4 plan dated 02.18.02 prepared by HKS consisting of 1 page.
- A-9 Building B level 1 plan dated 02.18.02 prepared by HKS consisting of 1 page.
- A-10 Building B level 2 plan dated 02.18.02 prepared by HKS consisting of 1 page.
- A-11 Building B level 3 plan dated 02.18.02 prepared by HKS consisting of 1 page.
- A-12 Building B level 4 plan dated 02.18.02 prepared by HKS consisting of 1 page.
- A-13 Building B employee unit plans dated 02.18.02 prepared by HKS consisting of 1 page.
- A-14 Cabin plans (C1, C2, C3) dated 02.18.02 prepared by HKS consisting of 1 page.

- A-15 C4 Cabin plans dated 02.18.02 prepared by HKS consisting of 1 page.
- A-16 Typical door and windows details dated 02.18.02 prepared by HKS consisting of 1 page.
- A-17 Building A Elevations dated 02.18.02 prepared by HKS consisting of 1 page.
- A-18 Building A Elevations dated 02.18.02 prepared by HKS consisting of 1 page.
- A-19 Building A Elevations dated 02.18.02 prepared by HKS consisting of 1 page.
- A-20 Building B Elevations dated 02.18.02 prepared by HKS consisting of 1 page.
- A-21 Building B Elevations dated 02.18.02 prepared by HKS consisting of 1 page.
- A-22 Building B Elevations dated 02.18.02 prepared by HKS consisting of 1 page.
- A-23 Cabin elevations C1 dated 02.18.02 prepared by HKS consisting of 1 page.
- A-24 Cabin elevations C2 dated 02.18.02 prepared by HKS consisting of 1 page.
- A-25 Cabin elevations C3 dated 02.18.02 prepared by HKS consisting of 1 page.
- A-26 Cabin elevations C1 dated 03.19.02 prepared by HKS consisting of 1 page.
- A-27 Roof Edge details dated 02.18.02 prepared by HKS consisting of 1 page.
- Gateway scheme dated 11/29/01 prepared by HKS consisting of 1 page.
- Building A section looking south dated 2/18/02 prepared by HKS consisting of 1 page.
- Color elevation of Building A dated 2/18/02 prepared by HKS consisting of 1 page.
- Color elevation of Building B dated 2/18/02 prepared by HKS consisting of 1 page.
- Color elevation of Cabins dated 2/18/02 prepared by HKS consisting of 1 page.

Lighting Plan:

- Lighting Plan – Contents include Fixture schedule dated 03.01.02.
- Fixture cuts dated 03.01.02.
- Luminous Diagrams dated 03.01.02.
- Luminous Diagrams site plan and cabin four elevations 03.22.02 prepared by PBQA consisting of 17 pages.

Final Drainage Report:

- Drainage Report – dated 02.12.02 prepared by Foley Associates, Inc. consisting of 27 pages with 2 attached 24 x 36 pages titled project #9028e page 1 and page 2.

**EXHIBIT E**

RESTAURANT DEED RESTRICTION

Exhibit E

DEED RESTRICTION

WHEREAS, See Forever Ventures, LLC ("See Forever") is the owner of Lot 105R1, Town of Mountain Village, Colorado, according to the plat recorded in the office of the Clerk and Recorder of San Miguel County, Colorado at Reception # 350620 the "Property"); and

WHEREAS, See Forever desires to impose certain restrictions on a portion of the Property that inure to the benefit of the Telluride Ski & Golf Company, LLLP, a Colorado limited liability limited partnership ("Telski") and the Town of Mountain Village ("Town");

NOW, THEREFORE, See Forever hereby declares that the Property is held and shall be held, conveyed, hypothecated or encumbered, leased, used, occupied and improved subject to the deed restriction described below:

No less than 4,000 square feet of the Property shall be restricted for use and occupancy solely as a restaurant and bar open to the public. Such restaurant and bar space shall be designed to include a commercial exhaust flue that extends vertically through the entire building structure that will meet the needs of the restaurant and bar.

The general area of the restaurant and bar shall be as depicted on Exhibit DR-1 attached hereto.

This deed restriction shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and shall be enforceable by Telski or the Town or their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, this deed restriction has been executed this 24<sup>th</sup> day of July, 2002.

SEE FOREVER VENTURES, LLC

By: Abrams Development Company, a Florida corporation, Manager

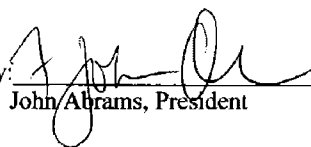
By:  \_\_\_\_\_  
John Abrams, President

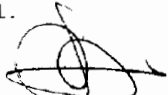
Exhibit E

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

The foregoing instrument was acknowledged before me this 24TH day of JULY, 2002 by F. JOHN ABRAMS, PRESIDENT OF ABRAMS DEVELOPMENT CORP., A FLORIDA CORPORATION, MANAGER OF SEE FOREVER VENTURES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

Witness my hand and official seal.  
My Commission expires:

5/31/06

  
\_\_\_\_\_  
Notary Public





**EXHIBIT F**

VALET PARKING DEED RESTRICTION

Exhibit F

SEE FOREVER VILLAGE PHASE THREE  
VALET PARKING  
DEED RESTRICTION

WHEREAS, See Forever Ventures, LLC ("See Forever") is the owner of Lot 105R1, Town of Mountain Village, Colorado, according to the plat recorded in the office of the Clerk and Recorder of San Miguel County, Colorado at Reception # 350620 (the "Property"); and

WHEREAS, See Forever desires to impose certain restrictions on Lot 105R1 that inure to the benefit of the Town of Mountain Village ("Town");

NOW, THEREFORE, See Forever hereby declares that the Property shall be subject to the deed restriction described below.

24 hour Valet parking services will be maintained and shall be defined as a service performed by the Home Owners Association providing attendants who take, park and later return vehicles to guests and customers. Valet parking may not be terminated without approval from The Town of Mountain Village Design Review Board and an amendment to the parking plan for Lot 105R1.

This deed restriction shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and shall be enforceable by the Town or their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, this deed restriction has been executed this 24 day of July, 2002.

SEE FOREVER VENTURES, LLC  
By: Abrams Development Company, a Florida corporation, Manager

By: [Signature]  
John Abrams, President

STATE OF Colorado )  
COUNTY OF San Miguel )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2002, by F. John Abrams as President of Abrams Development Company, a Florida Corporation, manager of See Forever Ventures LLC, a Delaware limited liability company.

My commission expires: 5/30/06  
Witness my hand and official seal.

[Signature]  
Notary Public  
SHARON HELWIG-MILLER  
NOTARY PUBLIC  
STATE OF COLORADO

**EXHIBIT G**

WYNDHAM SERVICES AGREEMENT, AS AMENDED

**Exhibit G****SERVICES AGREEMENT**

THIS SERVICES AGREEMENT ("Agreement") is made and entered into as of April 15, 2000 (the "Effective Date"), by and between TELLURIDE RESORT AND SPA, L.P., a Delaware limited partnership (the "Peaks Owner"), SEE FOREVER ASSOCIATES, LLC, a Delaware limited liability company (the "See Forever Developer"), CAREFREE MANAGEMENT, LLC (the "Peaks Manager"), and WYNDHAM MANAGEMENT CORPORATION, a Delaware corporation (the "See Forever Manager").

**RECITALS**

A. The See Forever Developer is the owner of the real property described in **Exhibit A** attached hereto and by this reference incorporated herein (the "See Forever Property").

B. The See Forever Developer has constructed or is constructing residential units on the real property and may construct other residential units on the real property. A residential unit located on the See Forever Property (including one rented exclusively for short-term rental/transient occupancy purposes) is hereinafter referred to as the "See Forever Residential Unit".

C. The Peaks Owner is the owner of the Wyndham Peaks Resort and Spa ("Wyndham Peaks Resort") which is located near the See Forever Property, and the Peaks Manager is the manager of the Wyndham Peaks Resort.

D. The See Forever Developer wishes to ensure the availability from the Peaks Owner of the Guest Services and Unit Owner Services (as those terms are hereinafter defined).

E. The Peaks Owner, the Peaks Manager and the See Forever Manager are affiliates. The See Forever Developer and the See Forever Manager desire to contract with another for the management on a short-term rental basis of the See Forever Residential Units owned by it. The See Forever Developer is unwilling to enter such management agreements unless (1) the agreements provide that the See Forever Manager will cause the Peaks Owner to provide the Guest Services and the Unit Owner Services to the See Forever Developer, certain successor owners of the See Forever Property ("Other Benefitted See Forever Owners"), certain occupants of See Forever Residential Units, and certain other persons designated by the See Forever Developer and the Other Benefitted See Forever Owners; and (2) the Peaks Owner and the Peaks Manager have entered into this Agreement with respect to the provision of such services.

NOW, **THEREFORE**, in consideration of the premises and of the mutual covenants and agreements set forth herein, the Peaks Owner, the Peaks Manager, the See Forever Developer and the See Forever Manager hereby agree as follows:

1. Guest Services. The Peaks Owner shall provide the following services (the "Guest Services") for occupants of units at the See Forever Property which are rented for a short-term

basis and then managed by the See Forever Manager (or a permitted assignee thereof), so long as the occupants of such unit have checked in with the See Forever Manager: (a) full access to the Golden Door Spa (the "Spa") at The Wyndham Peaks Resort for a service fee of Twenty-Two Dollars (\$22.00) per occupied unit per night, which fee shall increase annually by any increase in the CPI, but in no event shall such amount be greater than the amount that is charged to guests at The Wyndham Peaks Resort at the applicable times; (b) direct check signing (i.e., "bill to room") privileges, discounts and other benefits (such as preferred tee times) for and at retail shops, restaurants, the Spa and golf course facilities at The Wyndham Peaks Resort, to the same extent that guests of The Wyndham Peaks Resort are entitled to such privileges, discounts and benefits at such facilities; (c) at a price to be determined, ski butlers, drivers, babysitters, personal concierge and a pre-stocked kitchen; (d) complimentary storage for skis and boots at The Wyndham Peaks Resort; and (e) complimentary shuttle service between The Wyndham Peaks Resort, the See Forever Property and other locations serviced by The Wyndham Peaks Resort shuttle service. For purposes of this Agreement, the term "CPI" means the Consumer Price Index (all items) for Urban Consumers, All Cities (1982-84=100) as published by the United States Department of Labor, Bureau of Labor Statistics.

## 2. Unit Owner Services.

(a) With respect to See Forever Residential Units then managed on a short-term rental basis by the See Forever Manager (or a permitted assignee thereof), the Peaks Owner shall provide the following services to persons from time to time designated by the See Forever Developer in a notice given to the See Forever Manager and members of their immediate families ("See Forever Developer Designated Families"): (i) membership access to the Golden Door Spa at The Wyndham Peaks Resort at no charge during twenty-one (21) days per calendar year and thereafter access to the Spa for a service fee of \$22 per day for each See Forever Developer Designated Family, which amount shall increase annually by the CPI, but in no event shall such amount be greater than the amount that is charged to guests of The Wyndham Peaks Resort at the applicable time; (ii) direct check signing (i.e., "bill to room") privileges, discounts and other benefits (such as preferred tee times) for and at retail shops, restaurants, the Spa and golf course facilities at The Wyndham Peaks Resort, to the same extent that guests of The Wyndham Peaks Resort are entitled to such privileges, discounts and benefits at such facilities; (iii) at a price to be determined, ski butlers, drivers, babysitters, personal concierge and a pre-stocked kitchen; (iv) complimentary storage for skis and boots at The Wyndham Peaks Resort; and (v) complimentary shuttle service between The Wyndham Peaks Resort, the See Forever Property and other locations serviced by The Wyndham Peaks Resort shuttle service. The number of See Forever Developer Designated Families entitled to utilize privileges pursuant to this paragraph on any day shall not exceed the number of Units then comprising part of the See Forever Property.

(b) With respect to each See Forever Residential Unit which is managed on a short-term rental basis by the See Forever Manager (or a permitted assignee thereof) and is not owned by the See Forever Developer, the Peaks Owner shall provide to the owner of such unit and the members of the immediate family of such owner (or, if the owner is not an individual or

is comprised of two or more individuals, an individual designated by the owners and the immediate family members of such designated individual) (i) membership access to the Wyndham Peaks Resort at no charge during twenty-one (21) days per calendar year and, after such period, membership access for a service fee of \$22 per day covering members of such family, which amount shall increase annually by the CPI, but in no event shall such amount be greater than the amount that is charged to hotel guests at the applicable time; and (ii) the services described in clauses (ii) - (v) of subsection (a) above. Each owner of a unit covered by this subsection is expressly intended to be a third beneficiary of this promises contained in this subsection.

(c) The services required to be provided pursuant to such subsections (a) and (b) above are referred to herein as the "Unit Owner Services".

3. Successor Developers. The parties understand that the See Forever Developer may elect not to develop residential units on all of the See Forever Property and may elect to transfer some or all of the See Forever Property to one or more persons (each a "Successor See Forever Developer") who intend to develop the transferred real property with residential units. The Peaks Owner and the Peaks Manager agree that at the request of a Successor See Forever Developer, it will enter into an agreement with such Successor See Forever Developer in which the See Forever Developer will have rights with respect to the transferred real property which are identical to the rights of the See Forever Developer under this Agreement. Each Successor See Forever Developer is expressly intended to be a third beneficiary of this promises contained in this Section.

4. Term of this Agreement. The term of this Agreement shall commence on the Effective Date and shall continue until June 1, 2020, unless renewed in accordance with the provisions of the following sentence or sooner terminated in accordance with this Agreement. Unless this Agreement has been sooner terminated, this Agreement shall be automatically renewed for successive five (5) year periods thereafter unless terminated by a party effective at the end of the original Term or renewal period, as the case may be, by notice in writing to the other given not later than ninety (90) days but not more than one hundred eighty (180) days prior to the end of such period. Unless otherwise agreed, upon the effective date of any renewal, all terms, covenants and conditions set forth in this Agreement shall be automatically extended to the expiration of the applicable renewal term.

5. No Partnership or Joint Venture. Nothing in this Agreement shall constitute or be construed to constitute or create a partnership, joint venture, or lease between the Peaks Owner, the Peaks Manager, the See Forever Developer or the See Forever Manager with respect to the obligations arising under this Agreement.

6. Right to Make Agreement. Each party represents and warrants, with respect to itself, that it has full power to enter into this Agreement and to perform its obligations under this Agreement; that this Agreement has been duly authorized, executed and delivered; and that neither the execution of this Agreement nor performance of the obligations contemplated hereby shall violate any law, rule, regulation, court, order or private covenant or restriction, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction

to which it is a party or by which it is bound, or require any consent, vote, or approval, except as set forth herein, which has not been taken. Each party agrees to supply to the other parties upon request evidence of the representations and warranties set forth in this Agreement.

7. Binding Agreement. The provisions of this Agreement shall, to the extent applicable, inure to the benefit of, and shall be binding upon, the permitted transferees, successors in interest, personal representatives, executors, administrators, estates, heirs, and legatees of each of the parties hereto. Without limiting the generality of the foregoing, the Peaks Owner shall cause its successor in title to expressly assume its obligations under this Agreement.

8. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements (written or oral) and understandings between the parties relating to the subject matter hereof.

9. Amendment and Waiver. This Agreement may be modified, discharged, or amended, and any of the provisions of this Agreement may be waived, only by an instrument in writing signed by the party against whom the modification, discharge, amendment, or waiver is sought to be enforced. However such amendment, modification or waiver of any of the terms and conditions of this Agreement shall not operate as a future waiver of the same terms and conditions or prevent the future enforcement of any of the terms and conditions hereof.

10. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be illegal, invalid, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained.

11. Attorneys' Fees. In the event of litigation between the parties arising out of or pertaining to this Agreement, the parties agree that costs and reasonable attorneys' fees shall be awarded to the prevailing party. In the event it is necessary to enforce the terms of this Agreement but litigation is not commenced, a non-defaulting party shall be entitled to its costs and reasonable attorneys' fees from the defaulting party or parties incurred in connection with such enforcement.

12. Section Headings. The headings used in this Agreement are used for convenience of reference only, and shall not be of any effect in the construction or enforcement of this Agreement.

13. Notices. All notices, consents, demands, requests, approvals, or other communications which are required or permitted to be given to any of the parties to this Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, to the parties at the following addresses or to such other address as a party wishing to change its address may from time to time designate in writing to the other parties, in which event

it shall be deemed received on the earlier of the day of receipt or the fifth business day after the date of deposit in the U.S. Mail:

- (a) If to the Developer: See Forever Associates, LLC  
457 Mountain Village Blvd  
Telluride, CO 81431  
 Telluride, Colorado 81435
- (b) If to the Peaks Owner, or the  
 See Forever Manager: Wyndham International, Inc.  
 Attention: Legal Department  
 1950 Stemmons Freeway, Suite 6001  
 Dallas, Texas 75207

14. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado (excluding its conflict of laws provisions).

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute one and the same document.

16. Force Majeure. If the performance of any part of this Agreement by either party, or of any obligation under this Agreement, is prevented, restricted, interfered with, or delayed by reason of any cause beyond the reasonable control of the party liable to perform, unless conclusive evidence to the contrary is provided, the party so affected shall, on giving written notice to the other party, be excused from such performance to the extent of such prevention, restriction, interference, or delay, provided that the affected party shall use its reasonable best efforts to avoid or remove such causes of nonperformance and shall continue performance with the utmost dispatch whenever such causes are removed. When such circumstances arise, the parties shall discuss

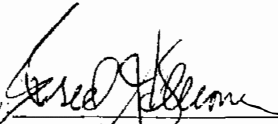


what, if any, modification of the terms of this Agreement may be required in order to arrive at an equitable solution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

TELLURIDE RESORT AND SPA, L.P., a Delaware limited partnership

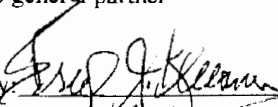
BY: RLP TELLURIDE INC., an Arizona corporation  
Its general partner

By:   
Name: ERIC J. KLEIMAN  
Title: PRESIDENT + CEO

CAREFREE MANAGEMENT, LLC, a Delaware limited liability company

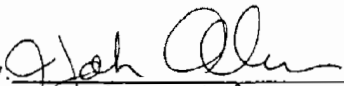
BY: WYNDHAM INTERNATIONAL OPERATING PARTNERSHIP L.P., a Delaware limited partnership  
Its sole member

BY: WYNDHAM INTERNATIONAL, INC., a Delaware corporation  
Its general partner

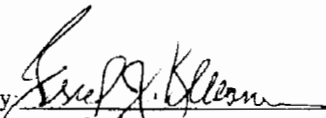
By:   
Name: ERIC J. KLEIMAN  
Title: PRESIDENT + CEO

SEE FOREVER ASSOCIATES, LLC

BY: ABRAMS DEVELOPMENT CORP.,  
Its managing member

By:   
Name: J. JOHN ABRAMS  
Title: Pres

WYNDHAM MANAGEMENT CORPORATION,  
a Delaware corporation

By:   
Name: GREGORY KLEIN  
Title: PRESIDENT + CEO

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lots 77R, 78R, 80R, 81A, 81B, 81C, 82R, 83R, 84R, 85R, 86R, 87R, 88R, 105R, 106R, 114, 134, 135, 135A, 136, 136A, Town of Mountain village, according to the plats filed in the office of the Clerk and Recorder.

## FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "Amendment") is made and entered into as of October \_\_, 2001 by and between TELLURIDE RESORT AND SPA, L.P., a Delaware limited partnership ("Peaks Owner"), SEE FOREVER VENTURES, LLC, a Delaware limited liability company and Successor See Forever Developer to See Forever Associates, LLC ("See Forever Developer"), CAREFREE MANAGEMENT, LLC, a Delaware limited liability company ("Peaks Manager"), and WYNDHAM MANAGEMENT CORPORATION, a Delaware corporation ("See Forever Manager").

### RECITALS:

A. Peaks Owner, See Forever Associates, LLC, Peaks Manager and See Forever Manager entered into that certain Services Agreement dated as of April 15, 2000 (the "Services Agreement"), pursuant to which Peaks Owner agreed to provide certain services for the occupants of the See Forever Property.

B. See Forever Associates, LLC has transferred the See Forever Property to See Forever Developer, as a Successor See Forever Developer as contemplated by Section 3 of the Services Agreement.

C. Peaks Owner, Peaks Manager, See Forever Manager desire to bind See Forever Developer in accordance with, and See Forever Developer agrees to be bound by, the terms of the Services Agreement.

NOW, THEREFORE, the parties desire to amend the Services Agreement in accordance with the terms set forth in this Amendment. For and in consideration of the premises and of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Successor See Forever Developer. Peaks Owner, Peaks Manager, See Forever Manager and See Forever Developer each agree to be bound by the terms of the Management Agreement, as amended by this Amendment, including without limitation the provisions of Section 3 of the Management Agreement which would allow See Forever Developer to transfer some or all of the real property to a Successor See Forever Developer.

2. Amendment of Services Agreement. The parties hereto hereby agree to amend the Management Agreement as follows:

(a) Amendment of Section 2. Section 2 of the Services Agreement is hereby amended to insert a new subsection (d), which shall read in its entirety as follows:

"(d) With respect to See Forever Residential Units not managed on short-term rental basis by the See Forever Manager (or a permitted designee thereof), the Peaks Owner shall provide to the owner of such unit and the members of the immediate family of such owner (or, if the owner is not an individual or is

comprised of two or more individuals, an individual designated by the owners and the immediate family members of such designated individual), services consisting of (I) housekeeping services, including cleaning of the See Forever Residential Unit, washing of linens and provision of guest supplies in the bathrooms, and general management and maintenance, (II) membership access to the Golden Door Spa at The Wyndham Peaks Resort, (III) bill to room privileges, discounts and other benefits (such as preferred tee times) for and at retail shops, restaurants, the Spa and golf course facilities at The Wyndham Peaks Resort, to the same extent that guests of The Wyndham Peaks Resort are entitled to such privilege, (IV) at a price to be determined, ski butlers, drivers, babysitters, personal concierge and a pre-stocked kitchen, (V) complimentary storage for skis and boots at the Wyndham Peaks resort, (VI) complimentary shuttle service between The Wyndham Peaks Resort, the See Forever Property and other locations serviced by The Wyndham Peaks Resort shuttle service, and (VII) room service delivery from The Wyndham Peaks Resort, to the same extent that guests of The Wyndham Peaks Resort are entitled to such privileges (the "Non-Pool Services"). The Non-Pool Services shall be provided pursuant to a Unit Owner Services Agreement which the respective owner shall enter into with See Forever Manager, which agreement shall have an initial term of one (1) year and automatically renew for additional one (1) year periods. The annual cost of the Non-Pool Services shall be (A) \$10,000 for a two (2) bedroom See Forever Residential Unit, (B) \$15,000 for a three (3) bedroom See Forever Residential Unit, or (C) \$20,000 for a four (4) bedroom See Forever Residential Unit, each subject to an annual increase in pricing not to exceed three percent (3%) (the "Non-Pool Fee"). The Non-Pool Fee will include the cost of annual homeowners' association dues and no more than sixty (60) days of housekeeping. The Non-Pool Fee will not be used to pay any other assessments on the See Forever Residential Unit. If more than sixty (60) days of housekeeping is required, an additional daily charge will be assessed, on a calendar year basis, of (X) \$150 for a two (2) bedroom See Forever Residential Unit, (Y) \$200 for a three (3) bedroom See Forever Residential Unit, and (Z) \$250 for a four (4) bedroom See Forever Residential Unit, each subject to an annual increase in pricing not to exceed three percent (3%)."

(b) Amendment of Section 4. The first sentence of Section 4 of the Services Agreement is hereby amended is amended to read in its entirety as follows:

"The term of this Agreement shall commence on the Effective Date and shall continue until June 1, 2050, unless renewed in accordance with the provisions of the following sentence or sooner terminated in accordance with this Agreement."

3. Miscellaneous

(a) Capitalized terms used in this Amendment that are not defined herein shall have the meaning provided therefor in the Services Agreement.

(b) The captions used for the Sections in this Amendment are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of this Amendment or any Section hereof.

(c) This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall be construed as a single instrument.

(d) In the event any provision of this Amendment is declared or adjudged to be unenforceable or unlawful by any Governmental Authority, then such unenforceable or unlawful provision shall be excised herefrom, and the remainder of this Amendment, together with all rights and remedies granted thereby, shall continue and remain in full force and effect.

(e) The Services Agreement, as amended by this Amendment, constitutes the entire agreement between the parties hereto with respect to the matters covered hereby and thereby. All prior negotiations, representations and agreements with respect thereto not incorporated in this Amendment or the Services Agreement are hereby canceled. As modified hereby, the Services Agreement shall continue in full force and effect and be binding upon the parties hereto and their respective successors and permitted assigns. References to the Services Agreement after the date hereof shall mean the Services Agreement as amended pursuant to this Amendment.

(f) This Amendment shall be governed by and construed under the law governing the Services Agreement.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

TELLURIDE RESORT AND SPA, L.P.,  
a Delaware limited partnership

By: RLP Telluride Inc.,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SEE FOREVER VENTURES, LLC,  
a Delaware limited liability company

By: Abraham Development Co.  
Managing Member

By: [Signature]  
Name: Jonathan Abraham  
Title: President

CAREFREE MANAGEMENT, LLC,  
a Delaware limited liability company

By: Wyndham International Operating  
Partnership, L.P., its sole member


By: Wyndham International, Inc.,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

TELLURIDE RESORT AND SPA, L.P.,  
a Delaware limited partnership

By: RLP Telluride Inc.,  
its general partner

By:   
Name: MARK CHLOUPEK  
Title: Vice President

SEE FOREVER VENTURES, LLC,  
a Delaware limited liability company


By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CAREFREE MANAGEMENT, LLC,  
a Delaware limited liability company


By: Wyndham International Operating  
Partnership, L.P., its sole member

By: Wyndham International, Inc.,  
its general partner

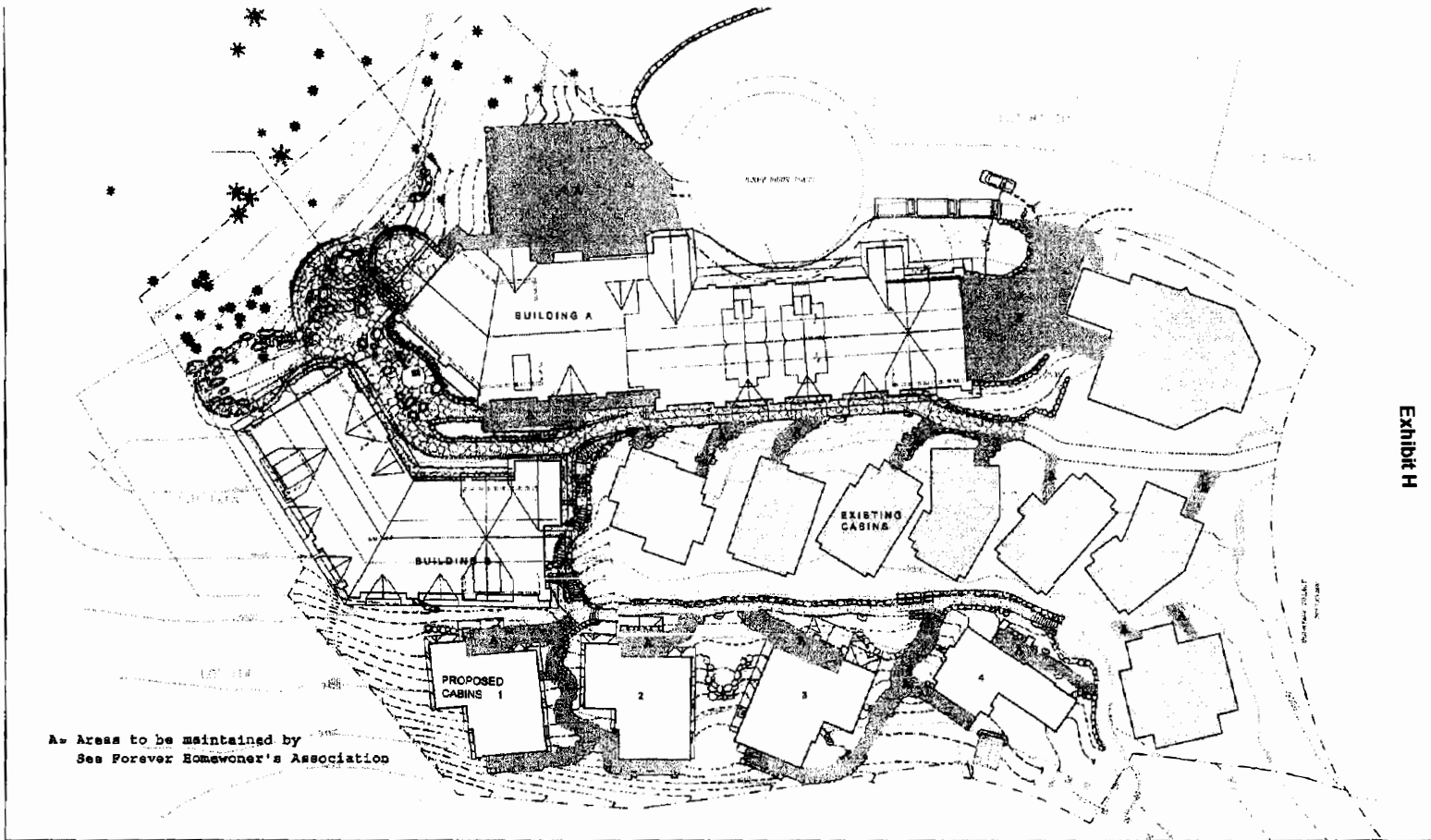
By:   
Name: MARK CHLOUPEK  
Title: Vice President



WYNDHAM MANAGEMENT CORPORATION,  
a Delaware corporation

By:   
Name: MARK CHLOUPEK  
Title: Vice President

S



DESIGN CONSULTANT:  
**See Forever Associates**  
 International  
 11 Avenue 66th  
 Suite 410  
 Denver, CO 80202

ARCHITECT:  
**HKS**  
 1918 McKinley Avenue  
 Denver, CO 80202  
 Phone: 314-859-5509

**FINAL PLAN SUBMITTAL**  
**SEE FOREVER VILLAGE - PHASE 2**  
 TELLURIDE, CO  
**SITE PLAN**

CIVIL ENGINEER:  
**FOLEY ASSOCIATES, INC.**  
 126 West Pacific, Suite 81  
 Telluride, CO 81435  
 Office: 970-728-8133

LANDSCAPE ARCHITECT:  
**DESIGN WORKSHOP**  
 853 South Frontage Road West Suite 102  
 Vail, CO 81457  
 Phone: 970-478-8408

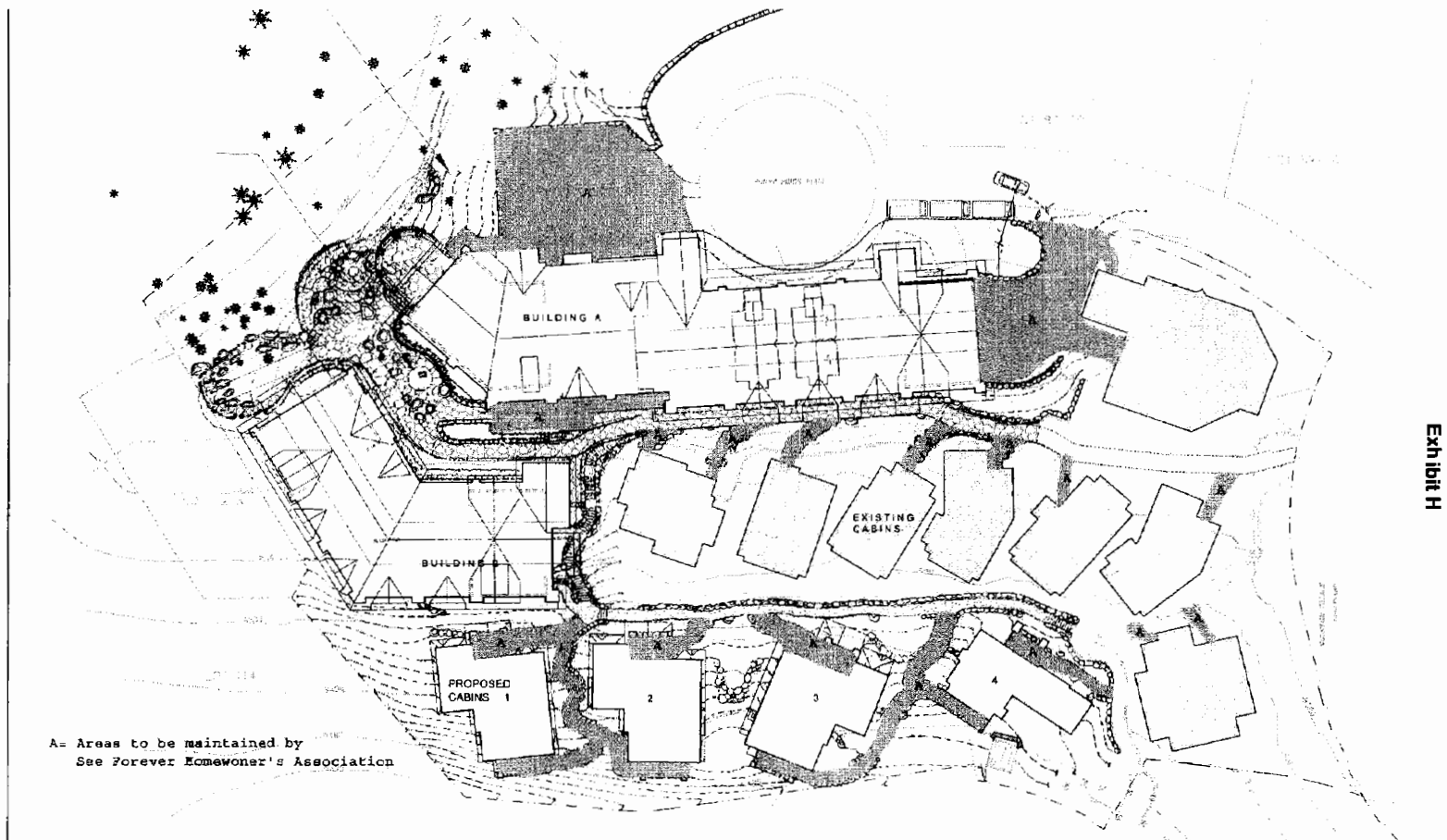
SHEET NO.: L1  
 DATE: 02.18.11  
 JOB NO.: 7732

Exhibit H

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**EXHIBIT H**

MAP/PLAT SHOWING THE PUBLIC IMPROVEMENTS THAT METRO SERVICES WILL NOT ACCEPT AND ASSUME NORMAL MAINTENANCE RESPONSIBILITIES THEREFORE.



A= Areas to be maintained by  
See Forever Homeowner's Association



DESIGN CONSULTANT:  
**See Forever**  
Associates  
International

ARCHITECT:  
**HKS**  
1919 McKinney Avenue,  
Dallas, TX 75201-3397  
Phone: 214-569-3569

**FINAL PLAN SUBMITTAL**  
**SEE FOREVER VILLAGE - PHASE 2**  
TELLURIDE, CO  
**SITE PLAN**

CIVIL ENGINEER:  
**POLEY ASSOCIATES, INC.**  
West Pacific Suite 81  
Telluride, CO 81435  
Office: 970-758-6153

LANDSCAPE ARCHITECT:  
**DESIGN WORKSHOP**  
953 South Frontage Road West Suite 102  
Vail, CO 81657  
Phone: 970-476-8438

SHEET NO : L1  
DATE : 02.18.14  
JOB NO : 7732

Exhibit H

350631 08/01/2002 Page 49 of 51

**EXHIBIT I**  
**CONSTRUCTION SCHEDULE**

The Final PUD Construction Staging Plan provides the following construction schedule:

- Building A to be built in Stage 1 Construction
- Building B to be built in Stage 1 Construction
- Parking Garage to be built with Buildings A and B in Stage 1 Construction
- Cabin 1 to be built in Stage 2 Construction
- Cabin 2 to be built in Stage 2 Construction
- Cabin 3 to be built in Stage 2 Construction
- Cabin 4 to be built in Stage 2 Construction

Stage 1 and Stage 2 construction may happen simultaneously provided, however, foundations for Stage 2 do not proceed Stage 1.

**EXHIBIT J  
PUBLIC IMPROVEMENTS**

The Final PUD Plans call for the construction of the following:

1. Connection to the trail to Telluride
2. Observation deck
3. One illustrative map of the mountain depicting names and elevations;
4. One directional map of hiking trail into Telluride;
5. One sign to be determined;
6. One telescope;
7. Public sitting area;
8. (1) firepit;
9. A sitting "grotto" area;
10. (1) water feature with stone sculpture
11. A public use lawn; and
12. The public pathway from Mountain Village Boulevard including snowmelt and lighting constructed pursuant to Metro District standards.

**FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT  
FOR  
SEE FOREVER PLAZA PHASE III  
PLANNED UNIT DEVELOPMENT**

This FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT for SEE FOREVER PLAZA PHASE III, PLANNED UNIT DEVELOPMENT (this "**First Amendment**") is entered into this 26 day of May, 2004, by Town of Mountain Village, a home rule municipality and political subdivision of the State of Colorado ("**Town**"), and See Forever Ventures, LLC, a Delaware limited liability company ("**Owner**")

**I. RECITALS**

1.1 **THE DEVELOPMENT AGREEMENT for SEE FOREVER PLAZA PHASE III PLANNED UNIT DEVELOPMENT AGREEMENT ("**Agreement**")** is recorded in the office of the Clerk and Recorder of San Miguel County, Colorado at Reception #350631.

1.2 WHEREAS, Owner is the owner of certain real property presently described as:

Lots 105R1, 82R1, 134R1, 134R2, 135R1, and 136R1 Town of Mountain Village, according to the plat recorded in Plat Book 1 at pages 3039-3042,

(collectively the "**See Forever Property**").

1.3 WHEREAS, Pursuant to Section 4-619-1 of the Town of Mountain Village's Land Use Ordinance, the requested amendments to the Final PUD have been determined to be minor in nature.

1.4 NOW THEREFORE, the Town and the Owner desire to amend the Agreement in accordance with the terms set forth in this First Amendment. For and in consideration of the promises and of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

**II. AMENDMENTS**

**2.1 Parking Variation:**

The parking plan approved in the Agreement is set forth below:

Lot	Units	Parking Requirement
82R	10	10
82R - employee	3	3
105R	14	14
134R1	1	1.5
134R2	1	1.5
135R	1	1.5

136R	1	1.5
Commercial		4
HOA Parking		2
<b>Total</b>	<b>31</b>	<b>39</b>

	Full (9 x 18)	Tandem (9 x 18)	Compact (8 x 18)	Total
G1 Parking Level - Underground	14	2	3	19
G2 Parking Level - Underground	29	9	5	43
Outside parking (10 x 20)	5			5
<b>Grand Total</b>	<b>48</b>	<b>11</b>	<b>8</b>	<b>67</b>

The required parking for the See Forever Property is amended as follows:

Type	Required per Unit	Number of Units Proposed	Total Required Parking
Condo Village Core	1	23	23
Detached Condo	1.5	4	6
Employee Apt	3	1	3
Commercial	1 per 1,000	4,066 square feet	4
HOA			2
<b>Total Required</b>			<b>38</b>

The amendment to the parking plan for the See Forever Property is contingent upon the approval by the Town of Mountain Village Town Council of the transfer of one unit of condominium density from the See Forever Property to the Town of Mountain Village Density Bank. This density transfer must be approved by July 31, 2004. In the event that the density transfer is not approved by July 31, 2004, the amendment to the parking plan set forth in this paragraph 2.1 shall be void and of no force and effect.

**2.2 Parking Variation - Article VIII 8.1.B:** Allowance for a decrease in size and tandem parking of certain parking spaces is no longer an approved variation to the parking requirement since the Owner is no longer requesting a parking variation.

**2.3 Valet Parking Restriction – Article IX.9.4:** The Owner no longer requires Valet Parking since the owner is no longer requesting a parking variation as set forth above. This First Amendment will serve as a revocation of the **SEE FOREVER VILLAGE PHASE THREE VALET PARKING DEED RESTRICTION** as recorded as Exhibit F of the Agreement recorded in the office of the Clerk and Recorder of San Miguel County, Colorado at Reception #350631.



- 2.4 **Replat and Easement Amendments:** Prior to receiving a Final Certificate of Occupancy for each cabin and each building, the Applicant must receive approval for the replat for the changes to the building footprints on that particular Lot (82R1, 134R1, 134R2, 135R1, 136R1 or 105R1).

Prior to receiving a Final Certificate of Occupancy for each cabin and each building (Lots 82R1, 134R1, 134R2, 135R1, 136R1 or 105R1), the Applicant must receive approval for the necessary amendments to the easements and corresponding legal descriptions for each Lot, noted in section 9.1 of the Agreement, due to changes in the construction of the building foundations and building footprint locations as set forth in this First Amendment.

- 2.5 **Restaurant Deed Restriction – Article V.9.3** The area depicted in the restaurant **DEED RESTRICTION** as recorded as Exhibit E of the Agreement recorded in the office of the Clerk and Recorder of San Miguel County, Colorado at Reception #350631 and recorded in the office of the Clerk and Recorder of San Miguel County, Colorado at Reception #350633 will be amended as more accurately described in Exhibit B attached hereto.
- 2.6 **Plan Revisions – Exhibit D** Certain revisions to the Final PUD Plans have been approved by the Design Review Board Staff as set forth in Exhibit C and shall amend Exhibit D, List of Final PUD Plans, of the Agreement recorded in the office of the Clerk and Recorder of San Miguel County, Colorado at Reception #350631 is amended as set forth in Exhibit C attached hereto.
- 2.7 **Density Transfer** Section 6 and Exhibit B of the Agreement is Amended as follows:

Replat	Acres	Units	Density	Designated Use
82R1	.207	9	27	Condo
		3	4.5	Employee Apt (1 bed)
83R to OS3K	.034	0	0	Active Open Space
84R to OS3K	.048	0	0	Active Open Space
85R to OS3L	.076	0	0	Active Open Space
86R to OS3L	.063	0	0	Active Open Space
105R1	.389	14	42	Condo
134R1	.051	1	3	Detach Condo/Village Core
134R2	.051	1	3	Detach Condo/Village Core
135R1	.051	1	3	Detach Condo/Village Core
136R1	.038	1	3	Detach Condo/Village Core
Total	1.017	31	85.5	

The units and density on Lot 82R1 is conditioned upon the approval by the Town of Mountain Village Town Council of the transfer of one unit of condominium density from the property to the Town of Mountain Village Density Bank. This density transfer must be approved by July 31, 2004. In the event that the density transfer is not approved by

July 31, 2004, the amendment set forth in this paragraph 2.7 shall be void and of no force and effect.

## 2.8 Additional Conditions of Approval:

Conditions 4, 5, and 6 of the May 14, 2002, Final PUD Plan Approval, state the following:

Condition #4: The Applicant is required to provide to Staff a detailed signage package with the Applicant's construction documents that illustrates the directional signage and lighting for the gateway.

Condition #5: The Applicant will work with Telluride Ski & Golf Company to provide landscaping at the gateway (entrance to See Forever). The Landscaping will include documentation that illustrates that the gates for the gateway will be permanently open and unable to be closed.

Condition #6: The Applicant is required to designate one sign in the Observation Area to include information of the surrounding flora and fauna. In addition, the Applicant will add historical information to the Observation Area that pertains to the region, specifically the Town of Mountain Village and Telluride. This additional, requested information will include the location of the Telluride Historical Museum.

The signage information submitted to Staff on April 9, 2004 is not approved. The Applicant is required to comply with conditions 4, 5, and 6, as listed in Section 2.7 of this Agreement, prior to receiving a Temporary Certificate of Occupancy for any one of the buildings or cabins.

### **III. EXHIBITS AND ATTACHMENTS**

3.1 All exhibits and attachments to this First Amendment shall be incorporated herein and deemed a part of the Agreement.

### **IV. TOWN APPROVAL**

4.1 Subject to the conditions set forth herein, the Town does hereby approve this First Amendment. This First Amendment and revisions to the Restaurant Deed Restriction and Revocation of the Recordation of the Valet Parking Restriction shall be recorded, at the Owner's expense, in the records of the San Miguel County Clerk and Recorder and shall run with the See Forever Property. The Amended Final PUD Plans shall be filed of record with the Town of Mountain Village Department of Planning and Design Review.

4.2 Except as amended by this First Amendment, all other terms and conditions of the Agreement and Final See Forever Plaza Phase III approval shall remain in full force and effect.

### **SIGNATURES TO FOLLOW ON NEXT PAGE**



## Exhibit A

Town of Mountain Village  
**DEPARTMENT OF PLANNING AND DESIGN REVIEW**

411 Mountain Village Blvd, Mountain Village, CO 81435 Telephone (970) 728-1392 Fax (970) 369-0005

---

April 13, 2004

Ms. Stacey Lidman  
 See Forever Village  
 457 Mountain Village Blvd., Suite 2211  
 Mountain Village, CO 81435

VIA FACSIMILE

Re: Application for Revision to Final PUD Plan Approval for See Forever Phase III

VIA EMAIL AND FACSIMILE [stacey@telluridecolorado.net](mailto:stacey@telluridecolorado.net), 970-369-4317

**AMENDED AND RESTATED APRIL 26, 2004**

***Changes noted by bold, italicized fonts***

Dear Stacey:

The purpose of this correspondence is to serve as clarification to the September 15, 2003, approval from Staff and the DRB Chairman regarding the requested changes to the May 14, 2002, Final PUD approved plans for Lots 82R1, 105R1, 134R1, 134R2, 135R1, and 136R. This letter provides approval for items that were either missing or that required additional information from you at the time of the September 2003 approval for those minor amendments to the approved, Final PUD. This letter refers to plans that were submitted to the Mountain Village office of Planning and Design Review on March 9, March 24, March 30 and April 9, 2004, and letters received by this office from O'Bryan Partnership, Inc. on October 10, 2003, and March 9, 2004.

Plans, corresponding page numbers, and the dates these plans were received by the office of Planning and Design Review, which were reviewed for this approval are as follows:

- Architectural Site Plan, March 30, 2004, Plan AB2.0
- Garage Level Plan, March 24, 2004, Plan A-1
- Garage Level Plan, March 24, 2004, Plan A-2
- Garage Level Plan, March 9, 2004, Plan A-3
- Lower Level Plan, March 9, 2004, Plan A-4
- Building A, Level 1, March 24, 2004, Plan A-5
- Building A, Level 2, March 24, 2004, Plan A-6
- Building A, Level 3, March 24, 2004, Plan A-7
- Building A, Level 4, March 24, 2004, Plan A-8
- Building B, Level 1, March 9, 2004, Plan A-9
- Building B, Level 2, March 9, 2004, Plan A-10
- Building B, Level 3, March 9, 2004, Plan A-11
- Building B, Level 4, March 9, 2004, Plan A-12
- Employee Housing Building B, March 9, 2004, Plan A-13
- Cabin Plans, C1, C2, C3, March 9, 2004, Plan A-14
- Cabin Plans, C4, March 9, 2004, Plan A-15
- West Elevation, Building A, April 15, 2004, Plan A-17***
- East Elevation, Building A, April 15, 2004, Plan A-18***
- North/South Elevation, Building A, April 15, 2004, Plan A-19***

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- North/West Elevation, Building B, March 9, 2004, Plan A-20
- South Elevation, Building B, April 26, 2004, Plan A-21**
- Northeast/East Elevation, Building B, March 9, 2004, Plan A-22
- Cabin Elevation, C1, March 24, 2004, Plan A-23
- Cabin Elevation, C2, March 24, 2004, Plan A-24
- Cabin Elevation, C3, March 24, 2004, Plan A-25
- Cabin Elevation, C4, March 24, 2004, Plan A-26
- Signage Plans submitted April 9, 2004
- Deck Lighting Plan submitted April 9, 2004
- Window details submitted April 9, 2004

Approval is granted for the following changes to the Final PUD Plan for Lots 82R1, 105R1, 134R1, 134R2, 135R1, and 136R with the following conditions.

**1. The approved, required parking for this development is as follows:**

Type	Required Per Unit	Number of Units Proposed	Total Required
Condominium Village Core	1	24	24
<b>Detached Condo</b>	<b>1.5</b>	<b>4</b>	<b>6</b>
Employee Apt	3	1	3
Commercial	1 per 1,000 SF	4,066	4
HOA			2
<b>Total Required</b>			<b>39</b>
Total Provided in 3/08/04 revised plans.			45

**\* Please note that the required parking will be reduced by one parking space, to 38 required parking spaces, upon approval of a density transfer of one condominium to the Density Bank from Lot 82R1.**

The parking garage is approved without compact or tandem parking spaces in the garage plans. Section 8.1 (b) of the Development Agreement must be amended by the Applicant to reflect this approved change.

On September 15, 2003, Staff and the DRB Chairman agreed that the Applicant did not need to return to a full meeting of the Design Review Board as implied in condition 12 of the May 14, 2002, Final PUD Plan Approval that states the following:

Condition #12: The Applicant is required to return to the Design Review Board if any changes are made to the approved parking plan.

The Applicant is still required to notify the office of Planning and Design Review for approval for any future changes to this approved Parking Plan.

2. The Applicant no longer needs to provide Valet Parking as required by Section 7-306-3 of the Design Regulations since tandem parking is no longer proposed. This removes condition 11 of the May 14, 2002, Final PUD Plan Approval that stated the following:

Condition #11: The Applicant is required to comply with Section 7-306-3 in its entirety. In addition, the Applicant must provide to Staff the recorded Deed Restriction for valet parking on the property that will run with the land and be a part of the recorded Condominium Plat and Declaration.

**7-306-2** Tandem parking in excess of the parking requirement, on a case by case basis, may be allowed in underground parking garages (maximum of 2 cars deep) but shall require 24 hour valet parking service if approved by the DRB at time of Final Plan review.

**7-306-3** Valet services, for the purpose of compliance with this Section, shall be defined as a service performed by the association and/or owner providing attendants who take, park and later return vehicles to guests, customers, etc. as in a hotel. Such valet services shall become a Deed Restriction to the property running with the land and become a part of the recorded condominium plat and declarations. If, for any reason, valet parking is terminated, the parking plan must be revised accordingly and submitted to DRB for consideration and approval.

Section 8.1 (b) and section 9.4 of the Development Agreement must be amended by the Applicant to reflect this approved change.

The Applicant can work directly with a title company to remove the Valet Parking Deed Restriction from record. Prior to receiving a Building Permit, the Mountain Village office of Planning and Design Review must receive a letter confirming that this restriction has been removed from record.

3. Detailed window plans of the North Elevations for Building A and B must be submitted to Staff for approval prior to submitting plans for a Building Permit. The window detail plans submitted on April 9, 2004, were not sufficient for Staff to grant approval. Please verify if the proposed windows are divided and increase the window recession from the exterior of the building to be at least 5-inches. Please provide drawings of the proposed windows on these elevations. In addition, please verify any other proposed changes from the May 14, 2002, Final PUD Plan Approval to window material and design in all the proposed buildings. Several of the windows depicted in the elevations submitted for this review appear not to be divided. To reiterate, this window information must be submitted to Staff for verification and approval prior to your application submittal for a Building Permit.

***The Applicant has completed the requirements of this condition.***

4. The percentage of stone used for the exterior for Building A must be increased from 31% to 35% and depicted in the plans submitted for a Building Permit.

***The Applicant has completed the requirements of this condition.***

5. The Applicant must provide letters from all relevant utilities to the Building Department and Metro District stating that there is adequate utility service for this proposed development.

***The Applicant has completed the requirements of this condition.***

6. The average and maximum height of all buildings must be submitted to Staff for review and approval prior to your submitting plans for a Building Permit. There is no approval for deviations from the original, approved heights granted on May 14, 2002 as stated in 8.1 (a) of the Development Agreement. This section states the following:

Town Council and DRB have approved a variation from Design Regulation Section 8-107-1 to allow for an increase in the Maximum Height on (i) Lot 105R1 (Building A) from 60 feet up to 75.75 feet and (ii) Lot 82R1 (Building B) from 60 feet to up to 78 feet as detailed on the Final PUD Plans.

Council and DRB have approved a variation from Design Regulation 8-107-1 to allow for an increase in the Maximum Average Height on (i) Lot 105R1 (Building A) from 48 feet to 60.35 feet, and (ii) Lot 82R1 (Building B) from 48 feet to 61.96 feet as detailed on the Final PUD Plans.

***The Applicant has completed the requirements of this condition.***

7. There is no approval for deviations from the original, approved roof pitches granted on May 14, 2002 as stated in 8.1 (d) of the Development Agreement. This section states the following:

Town Council and DRB have approved a variation from Design Regulations Section 8-201-1 to allow a variance in roof pitch to 4:12, 6:12, 8:12, and 12:12 on the Property as detailed in the Final PUD Plans.

8. There is no change required to the variation from the Land Use Ordinance allowing ground floor, residential occupancy in these Village Core Lots. This variation is stated in section 8.1 (e) of the Development Agreement as follows:

Town Council and DRB have approved a variation from LUO Section 3-207-6 to allow for ground floor, residential occupancy on Lots 82R1, 134R1, 134R2, 135R1, 136R1 and 105R1.

9. *Prior to receiving a Certificate of Occupancy for each cabin or building, the Applicant must receive approval for the necessary replat for the changes to the building footprints on that Lot (82R1, 134R1, 134R2, 135R1, 136R1 or 105R1).*
10. *Prior to receiving a Certificate of Occupancy for each cabin or building (Lots (82R1, 134R1, 134R2, 135R1, 136R1 or 105R1), the Applicant must receive approval for the necessary amendments to the easements and corresponding legal descriptions for that Lot, noted in section 9.1 of the Development Agreement, due to changes in the construction of the building foundations and building footprint locations.*

**ORIGINAL CONDITION #1,1 OF THE APRIL 13, 2004, LETTER HAS BEEN REMOVED.**

11. *On or before July 31, 2004, the Applicant must receive approval for the necessary density transfer from Lot 82R1 to the Density Bank.*

*The Applicant must amend section 6 of the Development Agreement to reflect this change.*

12. There is no approval for deviations from the original, approved building materials granted on May 14, 2002 as stated in 8.1 (c) of the Development Agreement. This section states the following:

	<b>Required Material per See Forever Guidelines</b>	<b>Requested Material</b>
*	Stone – river rock	Telluride Gold Stone
*	Log Stain – Sherwin Williams Cottonwood #SW3040	Upper deck – semi transparent stain, amber hue at Cabins. Natural wood color at buildings A & B.
	Conventional framing with log siding and log accents or traditional stacked logs	2X12 boards with chinking between at Buildings A & B
*	Roof Shake, American Cedar wood “Royal Shake”, seasoned gray	Hand split and re-sawn Red Cedar; 18” long and 3/4” thick at cabins, standing seam aged patina copper roof at Buildings A & B
*	Windows and French Doors shall be stained wood, true-divided light only	Metal Clad doors and windows. Where divided lites occur, to be simulated with spacer bars between panes
*	Exterior hardware Wrought iron levers by Southwest Door Co. Model 8007-8107PS	3-1/2” x 13” Escutcheon with French Twist lever by Rocky Mountain Hardware, Silicon Bronze, Dark Patina/ card key locks for front doors and lock-off doors.
*	Exterior lighting – Arroyo Craftsman, Berkeley M-A41	See Final PUD Lighting Plan
	Roof Form Gable roofs with gable dormers only - hip roofs are not permitted	Gable, Hip and Shed roofs

13. This letter does not grant approval of the elevator plans submitted for this review. The Building Department will review the elevator specifications submitted on April 9, 2004, along with the commentary regarding the elevator noted in the October 10, 2003, letter from the O'Bryan Partnership, Inc.
14. This letter does not grant approval of the Utility Plan submitted for this review. The Metro District and Building Department will review this Utility Plan submitted to insure compliance with the following conditions of the original, May 14, 2002, Final PUD Plan Approval:

Condition #2: Applicant will submit final routing and service locations as requested by Kinder Morgan prior to receiving a Building Permit.

Condition #13: The Applicant is to work with Kinder Morgan to insure that there are no gas meters located in public view along the public walkways.

Condition #24: Per the Town of Mountain Village Metropolitan District, the Applicant must insure that if the water and sewer lines are less than 10 feet apart then all joints must be encased concrete.

Condition #25: The Applicant's cable TV design must be approved by Peter Hale.

Condition #26: Per the Town of Mountain Village Metropolitan District, the Applicant must submit all utility construction details to the Building Department before receiving a Building Permit.

15. This letter does not grant approval for utility or cable pedestal, meters or boxes that are located in view along the public walkways.
16. This letter does not grant approval of the mechanical snowmelt system. The Metro District will review the mechanical snowmelt system plans submitted for this review. The Metro District will insure compliance with the following conditions of the original May 14, 2002, Final PUD Plan Approval:

Condition #15: The Applicant is required to build the public improvements to the specifications provided by the Town regarding the appropriate pathway lighting fixtures, snowmelt system and corresponding boiler system and pathway and plaza surfaces. Specifications will be mutually agreed upon between the Applicant and the Town.

Condition #16: The Applicant is required to design the public improvements with separate systems from the proposed development; i.e., the public improvements will have separate gas meters, boilers and heaters for snowmelt. In addition, the Applicant will provide 24-hour access to these systems to the Town and Metro Services to allow for repair and maintenance functions.

17. This letter does not grant approval of the gutter, snow retention and drainage plans submitted for this review. The Building Department and Metro District will review these plans to insure compliance with the following condition of the original May 14, 2002, Final PUD Plan Approval:

Condition #18: The Applicant is required to design and construct an internal heated gutter system and snow guard within the eave assembly. The proposed design for the system will need to be submitted for approval at a Design Review Board Work Session prior to the Applicant submitting construction documents. In addition, the Applicant will include in the Construction Plan submittal details of the approved interior gutter system including leads to the storm drain.

The DRB Work Session requirement has been waived by Staff and the DRB Chairman.

18. There is no approval for deviations from the original, approved construction schedule granted on May 14, 2002, as stated in section 9.8 of the Development Agreement. This section states the following:



Owner shall construct the improvements approved under the See Forever Plaza Phase III PUD according to the construction schedule set forth in Exhibit I ("Construction Schedule") and in accordance with the Construction Staging Plan contained in the Final PUD Plans. Building Permits for the construction of the improvements shall only be issued in accordance with the Construction Schedule. Pursuant to LUO Section 3-512, a Building Permit shall not be issued until this Agreement has been recorded pursuant to paragraph 12.1 below.

19. Changes to the exterior of Building 82R1 and 105R1 do not imply that the original conditions of approval regarding lighting, as stated in condition 10 of the DRB and Town Council Final PUD Plan Approvals, have changed. Condition #10 states the following:

The Applicant is required to submit the Condominium Declaration for See Forever Plaza Phase III to Staff for review and approval of such provision prior to recordation in the records of San Miguel County Clerk and Recorder and prior to receiving a Certificate of Occupancy. The Declaration shall contain a provision regarding interior, fixed, lighting restrictions affecting both the north facing side of the penthouses on Lots 82R1 and 105R1. Such provision may not be amended without the prior written consent of the Town of Mountain Village Design Review Board. The Declaration shall contain a provision for the dedicated parking spaces for the Employee Apartments.

This condition is included in section 9.6 of the Development Agreement.

20. Please note that this letter does not grant approval of any changes to the original Lighting Plan approved as part of the Final PUD Plan on May 14, 2002.
21. Please note that this letter does not grant approval of any changes to the original Landscape or Tree Removal Plan approved as part of the Final PUD Plan on May 14, 2002.
22. Please note that this letter does not grant approval of any changes to the original Drainage Plan approved as part of the Final PUD Plan on May 14, 2002.
23. Conditions 4, 5, and 6 of the May 14, 2002, Final PUD Plan Approval, state the following:

Condition #4: The Applicant is required to provide to Staff a detailed signage package with the Applicant's construction documents that illustrates the directional signage and lighting for the gateway.

Condition #5: The Applicant will work with Telluride Ski & Golf Company to provide landscaping at the gateway (entrance to See Forever). The Landscaping will include documentation that illustrates that the gates for the gateway will be permanently open and unable to be closed.

Condition #6: The Applicant is required to designate one sign in the Observation Area to include information of the surrounding flora and fauna. In addition, the Applicant will add historical information to the Observation Area that pertains to the region, specifically the Town of Mountain Village and Telluride. This additional, requested information will include the location of the Telluride Historical Museum.

The signage information submitted to Staff on April 9, 2004 is not approved. The Applicant is required to comply with conditions 4, 5, and 6 prior to receiving a Temporary Certificate of Occupancy for any one of the buildings or cabins.

If not explicitly stated above, or in the September 18, 2003 approval letter, these approvals do not imply any changes to the original conditions of approval, set forth by the DRB on March 28, 2002, and by the Town Council on May 14, 2002, that are included in the recorded resolution and Development Agreement in the records of San Miguel County.

Prior to receiving a Building Permit, the Development Agreement for See Forever Phase III must be amended to reflect the above changes, at the sole cost of the Applicant, signed by all parties, and recorded as amended. As a reminder, Staff and the Town's legal counsel had the following comments regarding your initial draft of the amended Development Agreement:

1. Please verify the existing recordation numbers.
2. Metro Services and Telski do not need to be parties to the amendment.
3. In paragraph, 1.5, please change the wording from "Final PUD are considered" to "Final PUD have determined to be...".
4. In paragraph 2.1, please restate the original, approved parking space counts.
5. *Please state that the easements and legal descriptions will be amended prior to receiving a CO for each of building or cabins, as noted in the condition above.*
6. Please note that the plan numbers as noted in Exhibit D have changed and list the new plan numbers submitted for this review.

This requirement is consistent with condition 8 of the May 14, 2002, Final PUD Plan Approval that states the following:

Condition #8: The Applicant must record any Resolution of approval for the Density Transfer, Replat and Rezoning and changes to the General Easement and the Development Agreement from Town Council and all required Easements and Restrictions prior to receiving a Development Permit.

This letter also serves to remind you of the following conditions of the Final PUD Plan Approval of May 14, 2002, with which you have not yet complied:

Condition #3: The Applicant is responsible for repairing the damage, as determined by Staff, to Sunny Ridge Place, that occurs due to their construction of See Forever Plaza Phase III.

Condition #17: The Applicant will provide to Staff a mutual agreement between Metro Services and See Forever Plaza Phase III and/or the respective HOA on the maintenance and operational costs of the pedestrian walkways and the public observation deck. This agreement may be part of the Development Agreement required by the PUD application process.

This condition is included in section 9.7 of the Development Agreement.

Condition #19: In order to provide the owners of the condominium units constructed on the See Forever property with the option of renting their units on a short-term basis and thus add to the short-term bed base for the Town, Owner or Owner's successors and assigns shall be obligated to notify the Town Manager in writing in the event that the Services Agreement dated April 15, 2000, as amended, by and between the Owner and Telluride Resort and Spa, L.P., a Delaware limited partnership, Carefree Management, LLC and Wyndham Management Corporation, a Delaware Corporation, as amended (attached hereto as Exhibit "G") ("Wyndham Services Agreement") is terminated by either party within ten (10) days of the date of such termination. Thereafter, Owner or Owner's successors or assigns (i.e., the unit owner's association for See Forever, Phase III) shall use their reasonable best efforts to enter into a similar agreement that fulfills the standard objective of the original Wyndham Services Agreement. Upon the formation of the unit owner's association required to be formed pursuant to C.R.S. 38-33.3-302, Owner shall cause the Wyndham Services Agreement to be assigned to the unit owner's association. The Declaration shall contain a provision setting forth the unit owner's association's obligation to use their reasonable best efforts to enter into a similar agreement that fulfills the standard objective of the original Wyndham Services Agreement in the event that the Wyndham Services Agreement is terminated.

This condition is included in section 9.5 of the Development Agreement.

Condition #22: The Design Review Board reserves the right to revisit the amount of light per exterior fixture and, if deemed necessary, the Board may require the Applicant to make changes to decrease the illumination from the exterior fixtures.

Condition #23: The Applicant is required to repave Country Club Drive from the entrance to the Peaks Hotel to Lot 114, due to the amount of damage that will be caused to the road from the Applicant's construction.

Section 9.4 of the Development Agreement: The recordation in the records of the San Miguel County Clerk and Recorder of the Deed Restriction set forth in Exhibit "E" restricting the use of no less than 4,000 square feet on Lot 105R1 shall be a condition of the recordation of the Final PUD Plat and this Agreement.

The following conditions of the May 14, 2002, Final PUD Plan Approval have been met:

Condition #1: Prior to construction, Applicant will provide a Site Plan for review and approval by the Telluride Fire Protection District.

Condition #7: The Applicant will work with the owner of 109 See Forever to provide the owner two (2) alternatives to redesigning the walkway. The Applicant will finalize this discussion with the owner of 109 See Forever by April 22, 2002.

*Condition #9: The Applicant is required to comply with Section 5-101 of the Town of Mountain Village Land Use Ordinance and institute the employee housing restriction (EHR) covenant that runs fifty (50) years from the date of the recordation with the title to the property. Section 5-101 states the following:*

*"...This restriction on use and occupancy constitutes a covenant that runs fifty (50) years from the date of the recordation with the title to the property as a burden thereon and shall be binding on the owner and the heirs, personal representatives, assigns, lessees and licensees and transferee of the owner ..."*

*This condition is included in section 6.4 of the Development Agreement. This deed restriction was recorded in the books and record of San Miguel County on August 1, 2002, page 350-620 and is noted as noted 9 on the recorded plat.*

*Condition #14: The Applicant is required to negotiate with the Town to clarify the specific areas of public improvements in which the Applicant is requesting Metro Services assume responsibility for the maintenance. Metro Services does not guarantee that it will accept all improvements on Active Open Space, in particular those that are related to direct access to the proposed buildings in this Application.*

*This condition is included in section 9.7 and Exhibit H of the Development Agreement.*

Condition #21: The Applicant is required to submit updated, enumerated plans to Staff that represent the requested changes by the Design Review Board in its Final Plan review prior to receiving a Building Permit.

*Section 9.4 of the Development Agreement: The recordation in the records of the San Miguel County Clerk and Recorder of the Deed Restriction set forth in Exhibit "E" restricting the use of no less than 4,000 square feet on Lot 105R1 shall be a condition of the recordation of the Final PUD Plat and this Agreement.*

Please note the following, additional conditions:

- All representations of the Applicant, whether within the submittal materials or at the DRB or Town Council hearings, are conditions of this approval.
- Per Sections 2-1207 and 2-1207-2 of the Town of Mountain Village Design Regulations, this approval does not allow any violation to the LUO and/or Design Regulations or imply approval of any errors that may be contained in this application that violate the LUO and/or the Design Regulations.

Please do not hesitate to call with any questions.

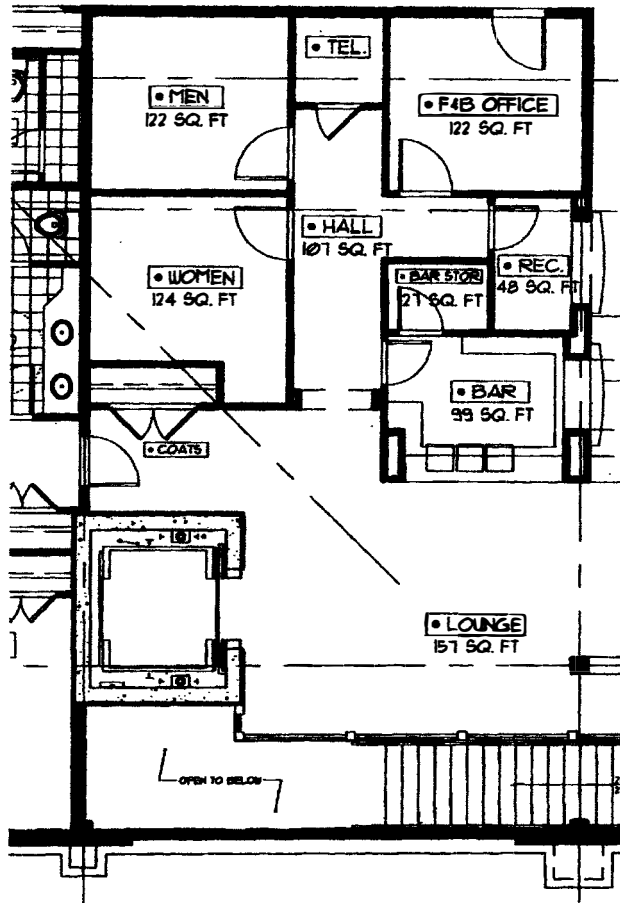
Sincerely,

Page 13 of 16

Mollye A. Wolahan, MCP, MSRED

Cc: Kathy Mahoney, Town Manager  
Bill Mahoney, Jr., Director of Community Development  
John Cheroske, Building Official  
Lori Wood, Building and Planning Administrator  
Stephanie L. Fanos, Legal Counsel

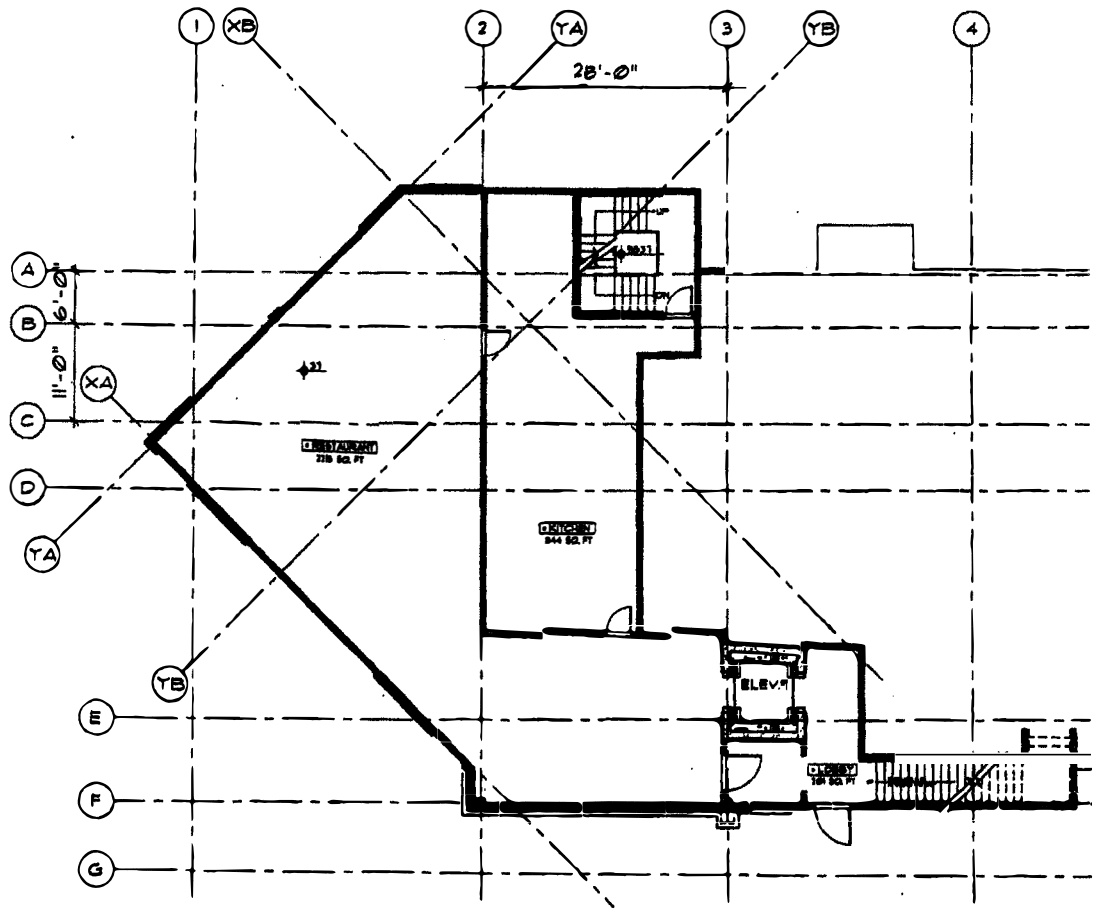
**Exhibit B**  
**Restaurant Area Location**



LEVEL ONE  
1/8"=1'-0" 1.27.04  
TOTAL = 4,066 SQ. FT.

800

WVA 04/27 1000 1000



GARDEN LEVEL  
1/4" = 1'-0" 1.27.04

DATE: 12/01/04 09:07 AM

02002

**EXHIBIT C****Amended List of Final PUD Plans****Architectural Drawings:**

Architectural Site Plan, March 30, 2004, Plan AB2.0  
Garage Level Plan, March 24, 2004, Plan A-1  
Garage Level Plan, March 24, 2004, Plan A-2  
Garage Level Plan, March 9, 2004, Plan A-3  
Lower Level Plan, March 9, 2004, Plan A-4  
Building A, Level 1, March 24, 2004, Plan A-5  
Building A, Level 2, March 24, 2004, Plan A-6  
Building A, Level 3, March 24, 2004, Plan A-7  
Building A, Level 4, March 24, 2004, Plan A-8  
Building B, Level 1, March 9, 2004, Plan A-9  
Building B, Level 2, March 9, 2004, Plan A-10  
Building B, Level 3, March 9, 2004, Plan A-11  
Building B, Level 4, May 19, 2004, Plan A-12  
Employee Housing Building B, March 9, 2004, Plan A-13  
Cabin Plans, C1, C2, C3, March 9, 2004, Plan A-14  
Cabin Plans, C4, March 9, 2004, Plan A-15  
West Elevation, Building A, April 15, 2004, Plan A-17  
East Elevation, Building A, April 15, 2004, Plan A-18  
North/South Elevation, Building A, April 15, 2004, Plan A-19  
North/West Elevation, Building B, March 9, 2004, Plan A-20  
South Elevation, Building B, May 19, 2004, Plan A-21  
Northeast/East Elevation, Building B, March 9, 2004, Plan A-22  
Cabin Elevation, C1, March 24, 2004, Plan A-23  
Cabin Elevation, C2, March 24, 2004, Plan A-24  
Cabin Elevation, C3, March 24, 2004, Plan A-25  
Cabin Elevation, C4, March 24, 2004, Plan A-26  
Deck Lighting Plan submitted April 9, 2004  
Window Details submitted April 9, 2004  
Landscape Plan, April 30, 2004, Plan L-2  
Site Electrical Plan, April 12, 2004, Plan E1.5



**SEE FOREVER VILLAGE  
UNIT MANAGEMENT AGREEMENT**

DATE: \_\_\_\_\_

BY AND BETWEEN:

OWNER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MANAGER: Peaks Hotel, LLC, a Delaware limited liability company  
136 Country Club Drive  
Mountain Village, Colorado 81435

**PROPERTY DESCRIPTION**

Unit No. \_\_\_\_\_, See Forever Village, Town of Mountain Village, Colorado, together with all furnishings and items of personal property therein (herein referred to as "Property").

The owners association which governs the Property is See Forever Village at The Peaks Homeowners Association, Inc., a Colorado nonprofit corporation (the "Association"). Owner acknowledges that that the Association Board and Manager may from time to time amend the terms of the Unit Management Agreement (UMA") applicable to all Units, so as to ensure a fair and equitable arrangement as among the Association Owners and Manager.

**A. AGENCY AUTHORIZATION.**

Owner hereby employs Manager, as Owner's exclusive agent, to manage the Property and to rent the Property to renters, in accordance with the terms and conditions provided herein. Any such rentals shall be for rental residential purposes only as a license pursuant to the directive of the Colorado Real Estate Commission, and otherwise conform to the covenants, conditions and restrictions of record affecting the Property, a copy of which the parties acknowledge is recorded as public record and which the parties have reviewed.

Owner authorizes Manager, and Manager hereby agrees, to do those normal and necessary things to operate and maintain the Property in a fashion consistent with the current reputation of The Peaks Resort and Spa, Town of Mountain Village, Colorado ("The Peaks Resort"), and, if necessary, to subcontract the care, maid and linen services, supplies, pest control, and repairs with parties that Manager, in its reasonable discretion, deems competent, including but not limited to services by The Peaks Resort. Manager shall have no obligation to Owner to sue either for errors, acts or omissions of subcontractors or for past due rents or for loss or damage. Any legal issues shall be Owner's sole responsibility as the aggrieved party. Manager shall cause Owner to be expressly made a third party beneficiary under subcontracts,

and Manager shall reasonably cooperate with Owner, at Owner's expense, in pursuing any claims Owner has against Manager's employees and subcontractors.

B. TERMS AND RATES.

This exclusive agency commences \_\_\_\_\_ ("Effective Date") and expires on June 30, 2050 unless renewed in accordance with the provisions of the following sentence or sooner terminated in accordance with Section G or H of this Agreement. Unless this Agreement has been sooner terminated, this Agreement shall be automatically renewed for successive five (5) year periods thereafter unless terminated by a party effective at the end of the original Term or renewal period, as the case may be, by notice in writing to the other given not later than ninety (90) days but not more than one hundred eighty (180) days prior to the end of such period. Unless otherwise agreed, upon the effective date of any renewal, all terms, covenants and conditions set forth in this Agreement shall be automatically extended to the expiration of the applicable renewal term.

Subject to the provisions of Sections G and H regarding Manager's obligation to find alternative accommodations for renters, Owner shall be responsible for fulfilling Firm Rental Reservations (as hereinafter defined) which were made for periods ending within four (4) months after expiration or earlier termination of this Agreement and were identified in Advance Rentals Schedule (as defined in Section D); however, Manager shall be responsible for providing to such renters at Manager's expense check-in, check-out, concierge, cleaning, housekeeping, linen and toiletry services required to be provided to renters during the term of this Agreement. As used in this Agreement, the term "Firm Rental Reservation" means a reservation which was made in accordance with the terms and conditions of this Agreement and was accepted by Manager prior to the termination or earlier expiration of this Agreement and for which Manager receives a deposit within thirty (30) days after Manager's acceptance of such reservation (whether or not the deposit is received prior to expiration or earlier termination of this Agreement) in amount not less than twenty-five percent (25%) of the confirmed room rentals for the entire period of occupancy.

If Owner (seller) does not fulfill its obligation of informing a purchaser of existing Firm Rental Reservations in accordance with the provisions of Section G of this Agreement, Owner must pay Manager the income lost from having to move any such renters and any reasonable relocation costs involved.

Owner reserves the right to exclude from this Agreement certain periods of time for use by Owner and members of Owner's immediate family and by Owner's guests and other designees in accordance with **Exhibit A**. Further, Owner may, subject to the provisions of **Exhibit A** (as it may be amended from time to time), occupy or use, and allow others to occupy and use, the Property, without compensation to Manager, provided that the Property is not then occupied or reserved for occupancy pursuant to the authority granted herein. Any period of actual use pursuant to this paragraph is referred to as an "Owner Use Period".

Within thirty (30) days after expiration or earlier termination of this Agreement, Manager will deliver to Owner all monies due and not previously paid to Owner, an accounting of all monies due Owner and all books, records and papers of any kind related to this Agreement.

Prior to delivery, all such books, records and papers will be kept in Manager's office in the Town of Mountain Village, Colorado.

Owner authorizes Manager to determine the appropriate length of rental term [but less than thirty (30) consecutive days] and the rate to be charged in accordance with guidelines established by Manager in good faith and delivered to Owner. Manager shall produce and promulgate appropriate rate information pieces. Rental rates may vary in Manager's good faith discretion by individual situation, but in no event shall any daily rate be less than \$500.

C. OWNER RESPONSIBILITIES AND EXPENSES.

Owner shall timely pay all expenses of owning the Property and all reasonable expenses of operating the Property in accordance with this Agreement, including but not limited to utilities, taxes and assessments, casualty and liability insurance premiums (which covers rental property), homeowner's dues and assessments, repairs and maintenance, liens incurred by Owner, in such a manner as to not interfere with the renter's rights to quiet enjoyment. Owner shall not be responsible for paying those expenses which under this Agreement are the responsibility of Manager. Manager agrees to maintain the Property in reasonable condition and repair at Owner's reasonable expense and to exercise reasonable oversight of the use of the Property by renters.

Owner understands that Manager, in its capacity as Manager of the homeowner's association, will, at the Association's expense, procure and maintain insurance meeting the requirements of the Declaration. Said insurance policies shall name Manager and Owner as an additional insured. Owner and Manager shall be provided a Certificate of Insurance reflecting such coverage and requiring thirty (30) days advance written notice from the insurance company to Owner and Manager before cancellation, non-renewal or any change in the coverage, scope or limits of any such policies. Manager will also maintain appropriate insurance covering Manager's operations, including workers compensation coverage, with certificates provided to Owner on request.

In order for Manager to be able to rent the Property to a renter, Manager will have to perform general cleaning and housekeeping services as well as stock the Property with clean linens and various customary toiletry and sundry articles (e.g. soap and shampoo). If after the Property has been prepared for use by a renter, an Owner Use Period occurs, Owner shall, upon departure, pay or cause to be paid to Manager a preparation fee of \$23 per hour, which amount shall increase on each November 1 beginning November 1, 2015, by any increase in the CPI (as hereinafter defined) for the immediately preceding month over the CPI for the same month one (1) year earlier, in order to allow Manager to get the Property ready for another renter. Additionally, Owner shall provide Manager at least forty-eight (48) hours notice for any housekeeping requirements during any anticipated Owner Use Period as proper planning is required in order to have the necessary staff on duty to facilitate the cleaning request. Manager shall be entitled to charge a reasonable fee for housekeeping services provided by Manager during an Owner Use Period. For purposes of this Agreement, the term "CPI" means the Consumer Price Index (all items) for Urban Consumers, All Cities (1982-84=100), as published by the United States Department of Labor, Bureau of Labor Statistics.

Notwithstanding the charges for housekeeping services set forth above, if Owner agrees to make the Property available for a minimum of twenty-six (26) weeks each calendar year, of which at least twelve (12) weeks are during the months of January, February, March, June, July or August, then Manager shall provide ten (10) days of housekeeping services at no cost to Owner. Any additional days of housekeeping services shall be charged to such Owner by Manager as set forth above.

D. MANAGER'S SERVICES AND FEES.

Manager, in the consideration of the compensation payable to Manager for services rendered and described in the sixth paragraph of this Section, agrees to provide at Manager's expense its expertise and services of procuring tenants (including, without limitation, commissions and referral fees), rental management, providing check-in and check-out services, and procurement of maid and linen service and supplies (including, without limitation, pillows, blankets, bedspreads, robes, towels, bathmats, customary toiletry and sundry articles and housekeeping supplies) related to renters' or occupant's use. Notwithstanding anything in this agreement to the contrary, Manager shall provide or procure, at its option, twice daily maid service. Manager agrees to use Advance Order System, or other reasonably comparable service, to deliver room service.

Manager will use its best efforts to obtain responsible renters but shall bear no responsibility for any loss, damage, or wear and tear to the Property caused by a renter or an occupant. Manager shall be responsible to promptly report to Owner any loss or damage of which Manager gains knowledge.

No single maintenance or repair expense item of \$500 shall be undertaken by Manager without the prior written approval of Owner, unless Manager reasonably believes, based on its reasonable judgment, that persons or property shall be in imminent danger by lack of immediate action.

Within twenty-one (21) days following the end of each calendar month and showing as of the end of such month, Manager shall provide (i) a detailed Statement of Income and Expense to Owner showing all sources of income and credits to Owner and all expenses incidental thereto, (ii) all future Owner Use Periods reserved by Owner, and (iii) a reasonable written description of each advance reservation (other than by Owner for an Owner Use Period) showing the name of the renter, the rental period reserved by the renter and amount of any deposit received by Manager in connection with the reservation (as updated from time to time pursuant to Sections G and H of this Agreement, the "Advance Rentals Schedule").

Manager may advertise its management business and seek renters generally, at Manager's expense, and Manager shall pay commissions and referral fees due others in its normal course of business. If Manager would like to use the Property on a complimentary basis from time to time for promotional purposes it will contact Owner in advance of such use to obtain permission.

As its compensation for services rendered, Manager shall retain forty percent (40%) of the Gross Receipts attributable to renters' occupancy of the Property prior to expiration or earlier

termination of this Agreement and to renters' occupancy of the Property thereafter pursuant to Firm Rental Reservations.

The exception to this rule is that, for those Units currently a party to a UMA, the Manager's share of Gross Receipts shall be thirty-five percent (35%). On sale of such a Unit, or in the event of termination of this Agreement by a Unit Owner and then subsequent re-execution of this Agreement by a Unit Owner, the percentage of Gross Receipts retained by Manager shall revert to the forty percent (40%) level. Gross Receipts shall mean all rental income received by Manager from its renters for their occupancy of the Property, without deduction or offset for costs incurred by Owner in connection therewith. Gross Receipts shall not include any income received by Manager in connection with renter's bed or rental taxes, or use of other amenities and/or services purchased by or provided to such renter by Manager or The Peaks Resort. After making any required adjustment for repair and maintenance expenses to be paid by Owner and other authorized and agreed payments, Manager shall pay to Owner monthly any excess Gross Receipts for the preceding calendar month within the time period that Manager must deliver the Statement of Income and Expense for such month. Owner agrees to promptly reimburse Manager in the event required and agreed expenses exceed Owner's account during the period of this Agreement.

The parties acknowledge that certain third party reservations sources charge additional commissions and fees over and above those charged by traditional reservations sources. Such third party reservations sources include providers such as Orbitz, Booking.com, Kayak, Expedia and Travelocity. Such third party reservations sources shall hereafter be referred to as the "Increased Marketing Initiatives." Third party reservations sources do not include Manager.

#### Increased Marketing Initiatives / Units Currently a Party to a UMA

For Units currently a party to a UMA, with respect to Gross Receipts attributable to rentals of the Property that Manager obtains through such Increased Marketing Initiatives, (i) Manager shall first be entitled to deduct from such Gross Receipts (prior to the retention of the applicable percentage of Gross Receipts as provided above), and retain, an amount equal to twelve and one-half percent (12.5%) of such Gross Receipts, with such amount to be used to pay a portion of the expenses of such Increased Marketing Initiatives incurred from time to time and (ii) Manager then shall be entitled to retain the applicable percentage set forth above of the balance of such Gross Receipts remaining after deduction of the amount deducted and retained by Manager pursuant to clause (i).

Application and Example. For example, if Gross Receipts for the Property for a month are \$5,000, including \$1,000 attributable to rentals obtained through Increased Marketing Initiatives, and the applicable Manager's share is thirty-five percent (35%), then the compensation to which Manager would be entitled for such month would be \$1,831.25, determined as follows:

- (1) Manager would be entitled to retain 12.5% of the \$1,000 of Gross Receipts attributable to rentals obtained through Increased Marketing Initiatives, which would equal \$125.

- (2) Manager would be entitled to retain 35% of the balance of Gross Receipts remaining after the deduction of the \$125 payable pursuant to (1) above from the \$5,000 total of Gross Receipts (i.e., 35% of \$4,875), which would equal \$1,706.25.
- (3) The sum of (1) and (2) above, which equals \$1,831.25, is the total amount to which Manager would be entitled (understanding that Manager pays the entire cost of the Increased Marketing Initiatives).

Owner's share of the Gross Receipts (assuming for purposes of this example that there are no deductions for expenses from Owner's share) would be \$3,168.75 (65% of \$4,875).

#### Increased Marketing Initiatives / Sale of Unit or Termination & Re-Execution of UMA

On sale of a Unit, or in the event of termination of this Agreement by a Unit Owner and then subsequent re-execution of this Agreement by a Unit Owner, the compensation to Manager for Increased Marketing Initiatives shall be as follows:

With respect to Gross Receipts attributable to rentals of the Property that Manager obtains through such Increased Marketing Initiatives, (i) Manager shall first be entitled to deduct from such Gross Receipts (prior to the retention of the applicable percentage of Gross Receipts as provided above), and retain, an amount equal to the actual Increased Marketing Initiatives incurred on such specific rentals, with such amount to be used to pay the expenses of such Increased Marketing Initiatives incurred from time to time, and (ii) Manager then shall be entitled to retain the applicable percentage set forth above of the balance of such Gross Receipts remaining after deduction of the amount deducted and retained by Manager pursuant to clause (i).

Application and Example. For example, if Gross Receipts for the Property for a month are \$5,000, including \$1,000 attributable to rentals obtained through Increased Marketing Initiatives, and the cost of the Increased Marketing Initiatives is 15% of such Gross Receipts, and the applicable Manager's share is forty percent (40%), then the compensation to which Manager would be entitled for such month would be \$2,090.00, determined as follows:

- (1) Manager would be entitled to retain 15% of the \$1,000 of Gross Receipts attributable to rentals obtained through Increased Marketing Initiatives, which would equal \$150.
- (2) Manager would be entitled to retain 40% of the balance of Gross Receipts remaining after the deduction of the \$150 payable pursuant to (1) above from the \$5,000 total of Gross Receipts (i.e., 40% of \$4,850), which would equal \$1,940.00.
- (3) The sum of (1) and (2) above, which equals \$2,090.00, is the total amount to which Manager would be entitled (understanding that Manager pays the entire cost of the Increased Marketing Initiatives).

Owner's share of the Gross Receipts (assuming for purposes of this example that there are no deductions for expenses from Owner's share) would be \$2,910.00 (60% of \$4,850).

The above allocation of Increased Marketing Initiatives shall terminate October 31, 2017. At that time, the Association and Manager may agree to revise the terms of the standard UMAs. If the Association and Manager do not otherwise agree to revise the terms of the standard UMAs, then effective November 1, 2017, the allocation of Increased Marketing Initiatives for all Owners, whether a long-term party to a UMA or whether a new Owner, shall revert to the allocation set forth in the section, above, entitled "Increased Marketing Initiatives / Units Currently a Party to a UMA."

### Forfeited Rental Deposits

With respect to any forfeited rental deposits, Manager shall include fifty percent (50%) of any such forfeited rental deposits as part of the gross rents to be paid to Owner, and Manager shall retain the other fifty percent (50%) as its compensation for services rendered (but with respect to deposits for bookings of rentals obtained through Increased Marketing Initiatives, Manager shall be entitled to deduct twelve and one-half percent (12.5%) of such deposit for payment of a portion of the expenses of the Increased Marketing Initiatives, and Manager shall be entitled to retain fifty percent (50%) of the balance after such deduction as compensation for services rendered, with the other fifty percent (50%) of such remaining balance to be paid to Owner). However, Owner acknowledges and agrees that reservations are often moved from unit to unit to accommodate arrival and departure patterns and requests made by renters which makes forfeiture of rental deposits difficult, and forfeiture of rental deposits is often not enforced for other reasons. Furthermore, a rental deposit is not forfeited if the reservation is moved to other accommodations, whether or not such accommodations are owned by Owner or managed by Manager. Manager may pay itself amounts owing to it pursuant to this paragraph by retention of applicable amounts collected from renters of the Property.

Owner is aware that Manager deposits all rents and deposits for all units under Manager's direction in a single special account and will maintain a specific daily ledger for each individual unit under its management. Interest accrual, if any, shall be retained by Manager as part of the compensation package for Manager's service and shall not be considered as Gross Receipts. Owner agrees that only Manager or its employees will be authorized to transfer monies to or from such account.

Owner shall cause check-in and check-out services for the Property to be available at The Peaks Resort.

Provided the guests at the Property have registered at The Peaks Resort, Manager shall cause such guests to be entitled to (i) access to The Spa at The Peaks Resort ("Spa") at a rate of \$28 per day of occupancy which amount shall be included in the Property rental rate (but shall not be considered part of the Gross Receipts) and shall increase on each November 1, beginning November 1, 2015, by any increase in the CPI for the immediately preceding month over the CPI for the same month one (1) year earlier, but in no event shall such amount be greater than the amount that is charged to hotel guests at the applicable times; (ii) direct check signing (i.e., "bill to room") privileges, discounts and other benefits (such as preferred tee times) for and at retail

shops, restaurants, the Spa and golf course facilities at The Peaks Resort, to the same extent that guests of The Peaks Resort are entitled to such privileges, discounts and benefits at such facilities; (iii) at a price to be determined, ski butlers, drivers, babysitters, personal concierge and a pre-stocked kitchen; (iv) complimentary storage for skis and boots at The Peaks Resort; (v) complimentary valet parking; and (vi) complimentary shuttle service between The Peaks Resort, the Property and other locations serviced by The Peaks Resort shuttle service.

At Owner's request, Manager shall cause Owner and members of Owner's immediate family or, if Owner is not an individual or is comprised of two or more individuals, an individual designated by Owner and the immediate family members of such family, subject to any limitations provided hereafter, to be entitled to (i) membership access to the Spa at no charge during twenty-one (21) days per calendar year and, after such period, access to the Spa for a service fee of \$28 per day covering all members of such family, which amount shall increase on each November 1 beginning November 1, 2015, by the CPI for the immediately preceding month over the CPI for the same month one (1) year earlier, but in no event shall such amount be greater than the amount that is charged to hotel guests at the applicable time; (ii) direct check signing (i.e., "bill to room") privileges, discounts and other benefits (such as preferred tee times) for and at retail shops, restaurants, the Spa and golf course facilities at The Peaks Resort, to the same extent that guests of The Peaks Resort are entitled to such privileges, discounts and benefits at such facilities; (iii) at a price to be determined, ski butlers, drivers, babysitters, personal concierge and a pre-stocked kitchen; (iv) complimentary storage for skis and boots at The Peaks Resort; (v) complimentary valet parking; and (vi) complimentary shuttle service between The Peaks Resort, the Property and other locations serviced by The Peaks Resort shuttle service.

Manager shall maintain at its expense adequate insurance coverage for claims under the Colorado Worker's Compensation Act and if it hires subcontractors to work within the Property, such subcontractors shall have Worker's Compensation for their employees. In addition, subject to reasonable availability, Manager shall maintain the following insurance with respect to its employees, agents and servants, at Manager's expense: (i) employer's liability insurance in an amount not less than \$500,000 covering against liability in respect of employees, agents and servants not covered by workers' compensation insurance and against occupational disease benefits; (ii) employee fidelity insurance in an amount not less than \$1,000,000; and (iii) employment practices coverage in an amount not less than \$1,000,000 per claim/aggregate.

#### E. RENTAL TAXES.

Owner acknowledges that it has been advised by Manager to make its own independent investigation as to the tax and general liability implications of this Agreement and has had the opportunity to consult with its own counsel as to the same. Owner is not relying on any statements made by Manager in connection with or regard to any tax, personal liability issues, or any other matters in connection with this Agreement which are not expressly set forth herein.

Owner acknowledges that all transient occupancy taxes for rental of its Property will be collected by Manager. Owner agrees that Manager may remit these taxes to the appropriate taxing authority.

#### F. INDEMNITIES.



Manager shall indemnify and hold harmless Owner and its affiliates and their respective partners, shareholders, directors, officers, employees and agents from and against any and all liability, loss, damages, costs and expenses ("Liabilities") incurred by reason of the management and operation of the Property by Manager during the Term, insofar and only insofar as such Liabilities are caused by the gross negligence, willful misconduct or willful violation of Legal Requirements by Manager. "Legal Requirement" means any law, ordinance, order, rule or regulation of any governmental authority and any requirement, term or condition contained in any restriction or restrictive covenant affecting Manager, Owner or the operation of the Property.

Owner shall indemnify and hold harmless Manager and its shareholders and affiliates and their respective partners, shareholders, directors, officers, employees and agents from and against any and all Liabilities (including those caused by the simple negligence of the indemnitee and those to which the indemnitee may be strictly liable) (i) arising out of or incurred in connection with the construction, renovation, management, leasing or operation of the Property or (ii) which may be asserted or arise as a direct or indirect result of the presence on or under, or escape, seepage, leakage, spillage, discharge, emission or release from the Property of any hazardous materials or any hazardous materials contamination or arise out of or result from the environmental condition of the Property or the applicability of Legal Requirements related to hazardous materials, except, in the case of both (i) and (ii) above, insofar as such Liabilities are caused by the gross negligence, willful misconduct or willful violation of Legal Requirements by Manager.

In case an action covered by this Section F is brought against any indemnified party, the indemnifying party will be entitled to assume the defense thereof, subject to the provisions herein stated, with counsel reasonably satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party of its election to so assume the defense thereof, the indemnifying party will not be liable to such indemnified party for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof. The indemnified party shall have the right to employ separate counsel on any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the indemnifying party. If the indemnifying party has assumed the defense of action with counsel reasonably satisfactory to the indemnified party; provided that the fees and expenses of the indemnified party's counsel shall be at the expense of the indemnifying party if (i) the employment of such counsel has been specifically authorized in writing by the indemnifying party or (ii) such indemnified party shall have been reasonably advised by counsel that there is a conflict of interest or issue conflict involved in the representation by counsel employed by the indemnifying party in the defense of such action on behalf of the indemnified party or that there may be one or more legal defenses available to such indemnified party which are not available to the indemnifying party (in which case the indemnifying party shall not have the right to assume the defense of such action on behalf of such indemnified party, it being understood, however, that the indemnifying party shall not, in connection with any one such action or separate but substantially similar related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys for the indemnified party, which firm shall be designated in writing by the indemnified party).

As used herein, the term "Property Policy" means any fire and extended coverage or all risk material and property damage insurance policy which is carried by or on behalf of Manager, Owner or any of the parties named in the first two paragraphs of this Section. Any Property Policy procured or maintained by Manager or Owner shall provide that the right of any insured to coverage shall not be affected by any indemnity obligation, release of liability or waiver of claim in this Agreement; in addition, each such Property Policy shall include a waiver of any right of subrogation which the insurer might have against any insured, or any of the parties named in the first two paragraphs of this Section. In addition to and without limiting or being limited by any other releases or waivers of claims in this Agreement, but rather in confirmation and furtherance thereof, to the extent not prohibited by law, Manager waives all claims for recovery from Owner and its affiliates, agents, shareholders, directors, officers, partners, members and employees, and Owner waives all claims for recovery from Manager and its agents and employees for any injury or damage to or theft, robbery, pilferage, loss or the loss of use of any of their respective property to the extent of proceeds recovered or recoverable under insurance policies maintained hereunder.

Notwithstanding anything contained in this Agreement to the contrary, Owner and Manager agree that the liability of Owner to Manager and the other persons entitled to be indemnified pursuant to the second paragraph of this Section shall be limited to an amount equal to twenty-five percent (25%) of the greater of (i) original purchase price of the Property or (ii) the original purchase price of the Property as increased by annual increases in the CPI from the time of the original purchase of the Property. Notwithstanding the foregoing, however, in no event shall such amount exceed twenty-five percent (25%) of the then market value of the Property. Moreover, Manager shall first exhaust the Owner's equity in the Property to satisfy such liability prior to pursuing any of Owner's other assets, and the foregoing limitation of liability shall not be applicable with respect to any liability to the extent caused by intentional acts, willful misconduct or negligence on the part of Owner, the immediate family of Owner or an agent thereof. For purposes of this limitation, neither Manager, nor any employees, directors, officers, contractors, nor agents thereof shall be considered to be agents of Owner or its immediate family.

The provisions of this Section F shall survive any termination or expiration of this Agreement, whether by lapse of time or otherwise, and shall be binding upon the parties hereto and their respective successors and assigns.

#### G. NOTICES; OWNER'S WARRANTIES AND EARLY TERMINATION RIGHTS.

Any notices required herein shall be given by registered or certified mail, return receipt requested, to the addresses shown herein, in which event it shall be deemed received on the earlier of the day of receipt or the fifth business day after the date of deposit in the U.S. Mail.

Owner warrants that it has legal title to the Property and is of legal capacity to commit the Property to this Agreement. Further, the Property is furnished and ready for use and occupancy.

Owner agrees to notify Manager prior to any change in ownership of the Property (the "Transfer of Ownership Notice"). Within ten (10) days after it has received the Transfer of

Ownership Notice, Manager shall deliver to Owner a current update of the Advance Rentals Schedule and shall promptly deliver to Owner further updates as reservations are made. If requested by Owner at any time after the Transfer of Ownership Notice is received, Manager shall stop accepting reservations during the pendency of the transfer of ownership. In connection with any such transfer, promptly after receipt of a request therefor from Owner or the transferee, Manager will deliver to the requesting party a certificate confirming that this Agreement is in full force and effect and that there are no defaults on the part of Owner under this Agreement except to the extent disclosed in the certificate. Upon Owner's transfer of ownership of the Property, the rights and obligations of Owner accruing or arising after termination will be terminated. Owner agrees that Owner and Owner's successors are bound by Firm Rental Reservations for a period ending within four (4) months of the termination which were identified in an Advance Rentals Schedule delivered to Owner prior to the transfer of the Property, provided that at Owner's request Manager will use reasonable efforts to move renters to alternative accommodations. Owner has freely chosen the services of Manager to render management and renting services.

In addition to its other termination rights under this Agreement, Owner may terminate this Agreement for any reason or no reason upon thirty (30) days prior written notice to Manager without payment of any termination fee, damages or penalty. Within ten (10) days after the delivery of such termination notice to Manager, Manager shall deliver to Owner a current update of the Advance Rentals Schedule and shall promptly deliver to Owner further updates as reservations are made. Owner and Owner's successors shall be bound by Firm Rental Reservations for a period ending within four (4) months of the date of termination which were identified in an Advance Rentals Schedule delivered to Owner prior to termination, provided that at Owner's request Manager will use reasonable efforts to move renters to alternative accommodations.

Owner acknowledges that Manager does not possess a Colorado Real Estate Broker's License and Manager is managing the Property pursuant to the directives of the Colorado Real Estate Commission.

Owner and Manager enter into this Agreement with the beneficial intent of providing income to each party. It is specifically understood that the relative degree of success in this endeavor is dependent upon factors outside of either party's control or direction. It is highly unlikely that rental activity will generate sufficient income to cover all expenses of the Property. Manager has not represented that Owner will receive any specific amount or level of rental income.

Owner has been advised to seek whatever independent advice and counsel necessary to fully understand the ramifications of rental property programs. It is Manager's intention to use its best efforts to evenly spread income to participating owners of units in See Forever Village, The Peaks Resort and associated projects, subject to guest preferences and availability during peak periods and high season, defined by the published nightly room rates.

#### H. DEFAULT.

If a party defaults in its obligations under this Agreement and such default is not cured within thirty (30) days after notice of such default to the defaulting party or a bankruptcy,

insolvency or similar proceeding is filed by or against a party, then the other party may terminate this Agreement by notice given to the other party and exercise any and all other rights and remedies it may have under this Agreement. Within ten (10) days after the delivery of any such termination notice to either party, Manager shall deliver to Owner a current update of the Advance Rentals Schedule and shall promptly deliver to Owner further updates as reservations are made. Owner and Owner's successors shall be bound by Firm Rental Reservations for a period ending within four (4) months of the termination which were identified in an Advance Rentals Schedule delivered prior to termination, provided that at Owner's request Manager will use reasonable efforts to move renters to alternative accommodations.

I. EXISTING RESERVATIONS.

Manager represents and warrants to Owner that the only rental reservations which Manager has accepted and occur after the Effective Date are fully disclosed in Exhibit B. Owner expressly agrees to fulfill such reservations. Owner represents and warrants that it has not agreed to rent the Property for any period after the Effective Date.

J. DISPUTE RESOLUTION.

Venue for any dispute hereunder shall be in the Courts of San Miguel County, Colorado.

K. ATTORNEYS' FEES.

In case of litigation between Owner and Manager in their respective capacities, the parties agree that costs and reasonable attorneys' and expert witness fees shall be awarded to the prevailing party.

L. MODIFICATION OF THIS AGREEMENT.

No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. However, if Owner consists of more than one person, Manager may rely upon the action of any such person with respect to the reservation or use of the Property, which action shall be deemed to bind all other persons comprising Owner.

M. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Colorado.

N. SPECIAL RIGHT OF MANAGER TO TERMINATE

Manager shall have a right to terminate this Agreement if (i) Owner fails or refuses to allow the exterior of the Property to be maintained in all material respects with at least Manager's minimum standards for upscale units managed by it or fails or refuses to allow the interior of the Property to be maintained and, with respect to furnishings, otherwise conform with at least Manager's minimum standards for upscale units managed by it, (ii) Manager has given Owner a notice that this Agreement will terminate on the date which is forty-five (45) days after receipt of

the notice by Owner or on such later date as Manager may specify in the notice unless Owner corrects the failure or withdraws its refusal prior to the specified termination date, and (iii) Owner does not correct such failure or withdraw such refusal prior to the specified termination date. Manager may withdraw at any time a termination notice given pursuant to this Section. Manager acknowledges that the exterior and interior of the Property and the furnishings within the Property currently meet Manager's current minimum standards for upscale units managed by it. As used herein, the term "minimum standards" means the lesser of either current minimum standards or standards prevailing at the time of Manager's election to terminate this Agreement.

[remainder of page intentionally left blank]

Within ten (10) days after the delivery of any termination notice pursuant to this Section, Manager shall deliver to Owner a current update of the Advance Rentals Schedule and shall promptly deliver to Owner further updates as reservations are made. Owner and Owner's successors shall be bound by Firm Rental Reservations for a period ending within four (4) months of the termination which were identified in an Advance Rentals Schedule delivered prior to termination, provided that at Owner's request Manager will use reasonable efforts to move renters to alternative accommodations.

Signed and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, effective for all purposes as of \_\_\_\_\_, \_\_\_\_\_.

OWNER:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

MANAGER:

Peaks Hotel, LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **OWNERS RIGHTS OF OCCUPANCY**


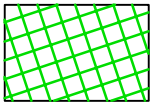

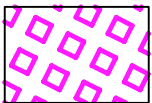
Owner shall have the absolute right to the use of the Property by Owner, Owner's family, guests and designees at any time or times if Owner has reserved use of the Property by giving prior notice thereof to Manager in accordance with requirements of this Exhibit. A telephonic reservation by an Owner will be accepted by Manager, but such notice will not be deemed effective unless within seven (7) days thereafter Manager receives from Owner a written confirmation of the reservation specifying the check-in and check-out dates. Notice of intended use must be given (a) not later than January 1, for the period beginning the following May 1 and ending the following October 31, and (b) not later than June 1, for the period beginning the following November 1 and ending the following April 30; however, Manager may from time to time change the date by which notice of intended use must be given for any period of use as it deems appropriate to manage more efficiently the rental of the Property and other units in See Forever Village. Notice of reservation of use during a period for which Manager has not entered into rental agreements, accepted reservations or scheduled maintenance may be given by Owner at any time and shall be accepted by Manager, even if Owner has not reserved use pursuant to the preceding provisions of this Section (i.e., Owner may still reserve use of the Property on a "first-come, first-served basis" in accordance with Manager's reservation policies in effect from time to time); provided, however, Manager may refuse to accept any notice of reservation of use for any period which Manager in its reasonable discretion deems necessary for the maintenance of the Property. If Owner has not made a proper and timely reservation of use, Manager may enter into rental agreements, accept reservations, and schedule maintenance, repairs and other work on the Property during such periods; and Owner will honor such commitments. Prior to using the Property during any period, Owner's family, guests or designees will check-in with Manager in accordance with the normal check-in procedures established by Manager.

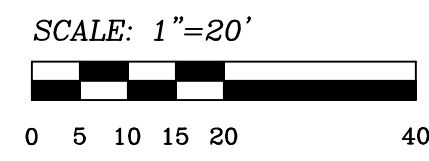
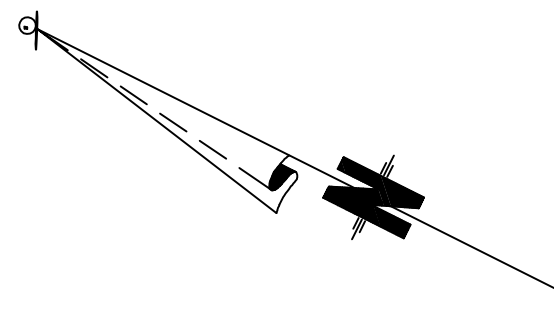
**EXHIBIT B  
EXISTING RESERVATIONS DISCLOSURE**

Renter's Name	Date Reservation Accepted	Occupancy Period	Rental Date	Deposit Received



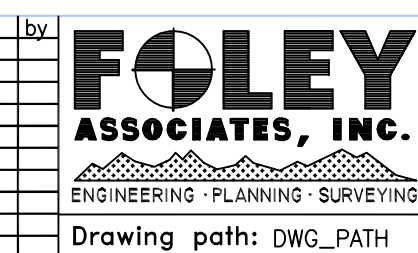
### LEGEND

-  B101 PATIO TO BE MAINTAINED BY SEE FOREVER VILLAGE HOA AND SECONDARY WALKWAYS  
TOTAL AREA = 8137 SQ.FT.
-  LANDSCAPING AREA TO BE MAINTAINED BY SEE FOREVER VILLAGE HOA
-  TO BE MAINTAINED BY THE TOWN OF MOUNTAIN VILLAGE  
TOTAL AREA = 11538 SQ.FT.
-  TO BE MAINTAINED BY THE TOWN OF MOUNTAIN VILLAGE



# EXHIBIT A - AGREEMENT REGARDING MAINTENANCE OBLIGATIONS

Project Mgr:	Rev.	description	date	by
PROJ-MGR				
Technician:				
Checked by:				
Start date:				



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

W:\Jobs\CBBS\1991\0128 See Forever Village CONDO 04-08 Maintenance 04-08.dwg, 4-23-2008 10:50:59 AM, .lrf

**Susan Johnston**

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**Subject:** FW: Garage Parking Fees

-----Original Message-----

From: Tucker, Jak [<mailto:jtucker@tellurideskiresort.com>]

Sent: Friday, May 13, 2016 9:52 AM

To: Jackie Kennefick

Subject: Garage Parking Fees

Good Morning Miss Kennefick,

I would like to take an moment to express my opinion on the upcoming decision regarding reinstating parking fees for the Mountain Village Parking Structure. I have been working and managing in the Culinary Services department of Telski for 6 years now, and commuting all these years. I am lucky enough to have enough status to be awarded a parking pass for our own lots, however we do not have room to accommodate many of my subordinates who must also commute to Mountain Village due to our ongoing housing shortage. I believe it would be unfair to impose parking fees upon those whom it will effect the most. I oppose parking fees for our hard working employees and hope that we as a community can support our service workers by continuing to provide free parking.

Thank you for your time.

Sincerely,

Jak Tucker  
General Manager  
Big Billie's Restaurant, Crazy Elk Pizzeria

[jtucker@tellurideskiresort.com](mailto:jtucker@tellurideskiresort.com)<<mailto:jtucker@tellurideskiresort.com>>

(603) 315-0910

# Memo

Agenda Item 21

To: Mayor and Town Council  
From: James Mahoney  
CC: File  
Date: May 12, 2016  
Re: Ratification of Letter seeking veto of HB 16-1309 and HB 16-1311

---

In your packets is the form of a letter asking the Governor to veto two bills related to municipal courts. The letter has been sent due to the time sensitive nature, but we are requesting Council ratify the letter. Here are the general issues with both bills:

HB 16-1309 is a bill that in front of the Governor that would require municipalities to provide at the municipalities cost a public defender for all municipal court hearings. The issue with this is the cost of doing so would essentially make municipal court cost prohibitive to operate other than for land use violation and thus, render our municipal laws very rarely enforced. Typically these are for petty offenses or misdemeanors and as the prosecuting attorney I find that we are very fair, often offering deferred sentences so that these minor violation don't effect offenders long term on their record, thus, the unfunded mandate is extremely harsh on communities like ours. Perhaps in larger municipalities this is an issue, but it isn't here. The letter goes into greater detail on this, but that is the basic premises.

HB 16-1311 is also a bill in front of the Governor for signature that would put a huge burden on municipal court judges and prosecutors. Essentially it prohibits municipal court judges from issuing warrants for defendants that fail to pay their penalties and then also places burdens on municipal courts prosecutions to prove defendants have the financial means to pay fines. While this is fine for indigent offenders it is ripe for abuse and could turn municipal court proceedings into hearings on financial ability to pay fines even for those who can pay the fines. The purpose is ok in not burdening indigent defendants, but it simply does not far.

Motion:

- A. Approval: I move ratify the letter to the Governor asking him to veto HB 16-1309 and HB 16-1311.

May 19, 2016

The Honorable John W. Hickenlooper  
Governor of Colorado  
136 State Capitol  
Denver, CO 80203-1792

*Re: Request for Veto of HB 16-1309 and HB 16-1311*

Dear Governor Hickenlooper:

The purpose of this letter is to request that you veto HB 16-1309 and HB 16-1311 on behalf of the Town of Mountain Village (the “Town”). It is our understanding that both bills have been presented to you for veto at this time. These bills will have serious consequences for the Town and other municipalities.

HB 16-1309 is an unfunded mandate on municipalities. The Town will be forced to expend significant funds to implement this legislation and it will slow down and possibly irreparably damage the municipal court processes. Employing an attorney and paying him or her to wait during municipal court advisements on the minimal chance a defendant meets the requirements of the bill is an irresponsible waste of taxpayer dollars.

Municipalities already meet the constitutional requirement to advise a defendant to his or her right to counsel and provide it if it is requested. This bill ultimately imposes an unfunded mandate while our courts are already complying with both U.S. and Colorado Constitutions. Municipalities asked for a reasonable amendment from the proponents which would give a municipality one business day in order to cut down on the unfunded mandate and utilize taxpayer dollars appropriately. The proponents refused.

This bill disproportionately effects rural communities. It creates several unintended consequences, such as the unnecessary continuation of cases, and pushes more cases into an already overworked county court system. Logistically, it is nearly impossible to implement. In rural areas of Colorado such as ours, it is very difficult to find qualified counsel who is able to take on multiple municipal court cases for the first appearance. Currently, rural areas have difficulty finding counsel to engage for a second appearance.

HB-1311 would create an undue burden on municipalities by shifting the responsibility to the municipality to prove that a defendant is indigent. This bill is ripe for abuse by defendants, as it applies even when a defendant has the ability to pay fines and court costs and simply fails to do so. It also ties the court’s hands by prohibiting it from conducting an advisement or accepting a plea while the defendant is in custody, and prohibiting it from issuing a bench warrant if the defendant fails to appear to pay a fine or explain why he or she cannot afford it.

A defendant who is not indigent would be able to use this legislation to delay proceedings, which is an unnecessary use of valuable taxpayer dollars. While we support the intent of this bill in not unnecessarily burdening indigent defendants, the manner in which it is currently drafted will have serious consequences that extend far beyond its stated purpose.

For the reasons stated above, we request that you please veto HB 16-1309 and HB 16-1311.

Sincerely,

Daniel Jansen, Mayor  
Town of Mountain Village

Cc: Meghan Dollar; [mdollar@cml.org](mailto:mdollar@cml.org)  
Durtis Morrison; [kurtis.morrison@state.co.us](mailto:kurtis.morrison@state.co.us)

cc: Doug Friednash, Office of the Governor  
Alan Salazar, Office of the Governor  
Kurtis T. Morrison, Office of the Governor



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

Activity	2016		2015		Variance	
	MONTH	YTD	MONTH	YTD	Variance	Variance %
<b>Cable/Internet</b>						
# Residential & Bulk Basic Cable	879		861		18	2.1%
# Premium Channel Residential & Bulk Subscribers	500		488		12	2.5%
# Digital Subscribers	280		290		(10)	-3.4%
# Internet Subscribers	1,725		1,585		140	8.8%
Average # Phone Subscribers	102		91		11	12.1%
<b>Village Court Apartments</b>						
Occupancy Rate %	100.00%	100.00%	100.00%	100.00%	0.00%	0.0%
# Vacated Units	3	8	0	1	7	700.0%
# Work Orders Completed	30	134	31	133	1	0.8%
# on Waiting List	67		135		(68)	-50.4%
<b>Public Works</b>						
Service Calls	439	1,666	447	1,585	81	5.1%
Snow Fall Inches	10	127	4	86	41	47.7%
Snow Removal - Streets & Prkg Lots Hours	26	1,973	29	1,666	307	18.4%
Roadway Maintenance Hours	324	501	397	712	(211)	-29.6%
Water Billed Consumption Gal.	5,708,000	47,134,000	5,886,000	52,984,000	(5,850,000)	-11.0%
Sewage Treatment Gal.	6,472,000	35,501,000	5,981,000	31,934,000	3,567,000	11.2%
<b>Child Development Fund</b>						
# Infants & Toddlers Actual Occupancy	22.01	87.61	19.90	77.09	10.52	13.6%
# Preschoolers Actual Occupancy	15.41	59.97	15.94	60.97	(1.00)	-1.6%
<b>Transportation and Parking</b>						
Bus passengers are up significantly due to the power outage and high winds, shutting gondola down and increasing bus service.						
GPG (noon snapshot)	1,501	23,161	577	9,177	13,984	152.4%
GPG Parking Utilization (% of total # of spaces occupied)	10.9%	42.0%	4.2%	16.6%	25.4%	153.0%
HPG (noon snapshot)	535	7,517	373	6,984	533	7.6%
HPG Parking Utilization (% of total # of spaces occupied)	16.8%	59.1%	11.7%	54.9%	4.2%	7.7%
Total Parking (noon snapshot)	3,685	46,110	2,649	33,643	12,467	37.1%
Parking Utilization (% of total # of spaces occupied)	15.2%	47.5%	10.9%	34.7%	12.8%	36.9%
Paid Parking Revenues	\$2,445	\$69,963	\$4,503	\$147,123	(\$77,160)	-52.4%
Bus Routes # of Passengers	2,810	3,670	2,675	2,763	907	32.8%
Employee Shuttle # of Passengers	1,133	5,785	1,187	6,381	(596)	-9.3%
Employee Shuttle Utilization Rate %	51.2%	49.5%	46.3%	51.2%	-1,70%	-3.3%
Inbound (Vehicle) Traffic (Entrance) # of Cars	37,338	240,696	40,771	234,981	5,715	2.4%
New hires: gondola operator, asst. horticulturalist, police Terms: 12 gondola operators, groundskeeper, shop mechanic, vca maintenance (temp), VCA mgr PT/YR ee's: 16 child care, 7 town council, 1 judge, 1 bldg admin, 5 police Open positions: Gondola supervisor, gondola maintenance, VCA manager, police officer, gondola operators Reasons for termination: 11 end of season, 2 performance, 2 personal, 1 temp position						
<b>Human Resources</b>						
FT Year Round Head Count	78		80		(2)	-2.5%
Seasonal Head Count (FT & PT)	0		0		0	#DIV/0!
PT Year Round Head Count	30		20		10	50.0%
Gondola FT YR, Seasonal, PT YR Head Count	38		38		0	0.0%
Total Employees	146		138		8	5.8%
Gondola Overtime Paid Hours	386	1101	125	476	625	131.2%
Other Employee Overtime Paid	80	413	89	330	82	24.9%
# New Hires Total New Hires	4	20	2	9	11	122.2%
# Terminations	16	22	15	18	4	22.2%
# Workmen Comp Claims	0	6	1	3	3	100.0%
Workmen Comp Claims Costs	\$2,030	\$3,003	\$24	\$2,005	\$998	49.8%
Turnover	11.00%	11.00%	10.90%	13.00%	-2.00%	-15.4%
Gondola Recruiting Costs	\$35	\$3,937	\$464	\$1,795	\$2,142	119.3%
Other Recruiting Costs	\$70	\$2,468	\$400	\$4,071	(\$1,603)	-39.4%
<b>Marketing &amp; Business Development</b>						
Total Users/Total Sessions	200/280	1,454/2,330	1,109/1,365	5,292/7,288	-3838/-4958	-72%/-68%
Town Hosted Meetings	5	23	3	21	2	9.5%
Email Correspondence Sent	6	21	11	37	(16)	-43.2%
E-mail List #	2,603		na		#VALUE!	#VALUE!
Wifi Subscribers	10,455		na		#VALUE!	#VALUE!
Press Releases Sent	3	6	1	7	(1)	-14.3%
<b>Gondola and RETA</b>						
Current RETA revenues are unaudited						
Gondola # of Passengers	26,583	1,001,802	34,582	939,795	62,007	6.6%
Chondola # of Passengers	1,899	85,398	3,459	87,074	(1,676)	-1.9%
RETA fees collected by TMVOA	\$236,496	\$1,295,670	\$587,864	\$1,693,073	(\$397,403)	-23.5%

Activity	2016		2015		Variance		
	MONTH	YTD	MONTH	YTD	Variance	Variance %	
<b>Police</b>							
Calls for Service	#	207	1,505	317	1,838	(333)	-18.1%
Investigations	#	12	86	21	80	6	7.5%
Alarms	#	15	112	21	83	29	34.9%
Arrests	#	2	9	2	6	3	50.0%
Traffic Contacts	#	22	55	21	79	(24)	-30.4%
Traffic Tickets Written	#	4	7	3	12	(5)	-41.7%
Parking Tickets Written	#	153	1,434	167	1,257	177	14.1%
Administrative Dismissals	#	8	50	12	53	(3)	-5.7%
<b>Building/Planning</b>							
Community Development Revenues		\$303,798	\$408,940	\$40,082	\$107,775	\$301,165	279.4%
# Permits Issued		12	29	8	17	12	70.6%
Valuation of Building Permits Issued		\$4,396,032	\$7,007,855	\$881,420	\$1,542,891	\$5,464,964	354.2%
# Inspections Completed		140	494	182	663	(169)	-25.5%
# Design Review/Zoning Agenda Items		0	7	4	16	(9)	-56.3%
# Staff Review Approvals		30	91	12	25	66	264.0%
Ice rink shut down 2/29/16 due to unseasonable warm and sunny weather. Skater numbers for February were down significantly because of daily rink opening delays caused by the aforementioned high temps and sun. Nordic grooming and machine maintained trail maintenance were concluded as of March 15th due to lack of snow.							
<b>Recreation</b>							
Mile of Trails Maintained		7.0	51.1	6.6	50.7	0	0.8%
Platform Tennis Registrations		8	169	12	194	(25)	-12.9%
Ice Rink Skaters		0	1740	0	2813	(1,073)	-38.1%
Snow Cat Hours		0	243	0	295	(52)	-17.7%
Due to the timing of the packet, trash diversion rates are for the previous month.							
<b>Plaza Services</b>							
Snow Removal Plaza	Hours	29	1,260	5	793	467	58.8%
Plaza Maintenance	Hours	258	1,336	222.75	1427	(91)	-6.3%
Lawn Care	Hours	29	87	112.75	215	(128)	-59.7%
Plant Care	Hours	146	228	117.5	206	22	10.8%
Irrigation	Hours	37	55	69.5	71	(16)	-22.7%
TMV Trash Collection	Hours	61	414	47.25	434	(20)	-4.6%
Christmas Decorations	Hours	175	513	155.25	539	(26)	-4.9%
Residential Trash	Pound	21,450	82,800	19,500	52,950	29,850	56.4%
Residential Recycle	Pound	16,746	75,559	15,598	52,088	23,471	45.1%
Diversion Rate	%	43.84%	47.71%	44.44%	49.59%	-1.88%	-3.8%
<b>Vehicle Maintenance</b>							
# Preventive Maintenance Performed		9	72	16	77	(5)	-6.5%
# Repairs Completed		19	110	21	98	12	12.2%
Special Projects		7	15	5	12	3	25.0%
# Roadside Assists		0	1	0	2	(1)	-50.0%
<b>Finance</b>							
# Employee Based Business Licenses Issued		14	661	26	577	84	14.6%
# Privately Licensed Rentals		0	72	1	53	19	35.8%
# Property Management Licensed Rentals		3	341	13	333	8	2.4%
# VRBO Listings for MV		398	355			43	12.1%
# Paperless Billing Accts (YTD is total paperless customers)		9	582	2	494	88	17.8%
# of TMV AR Bills Processed		2,011	8,309	1,949	7,984	325	4.1%
<b>Accounts Receivable - Total Bad Debt Reserve/Allowance: \$20,034</b>							
Current 30+ Days 60+ Days 90+ Days over 120 days Total	TMV Operating Receivables (includes Gondola funding)		Utilities - Cable and Water/Sewer		VCA - Village Court Apartments		<b>General Fund Investment Activity</b> Change in Value (\$2,212) Ending Balance \$4,500,673 Investment Income \$1,583 Portfolio Yield 0.84%
	\$ 311,677	88.1%	\$ 157,798	83.7%	\$ (57,924)	108.1%	
	3,574	1.0%	21,443	11.4%	-	0.0%	
	629	0.2%	6,407	3.4%	-	0.0%	
	2,374	0.7%	2,900	1.5%	4,317	-8.1%	
	35,491	10.0%	15	0.0%	-	0.0%	
	\$ 353,745	100.0%	\$ 188,563	100.0%	\$ (53,607)	100.0%	
Current 30+ Days 60+ Days 90+ Days over 120 days Total	Other Billings - CDF, Construction Parking, Commercial Trash		Total All AR		Change Since Last Month - Increase (Decrease) in AR		<b>Other Statistics</b> Population (estimated) 1,395 Registered Voters 1,412 Property Valuation 294,538,840
	\$ 9,298	34.8%	\$ 420,850	81.7%	\$ (532,306)	98.3%	
	7,876	29.5%	32,893	6.4%	(7,818)	1.4%	
	3,254	12.2%	10,290	2.0%	(6,616)	1.2%	
	2,564	9.6%	12,155	2.4%	(431)	0.1%	
	3,735	14.0%	39,241	7.6%	5,821	-1.1%	
	\$ 26,728	100.0%	\$ 515,429	100.0%	\$ (541,350)	100.0%	





## Memorandum

**To:** Town Council  
**From:** Kevin Swain, Finance Director  
**Date:** May 10, 2016  
**Re:** Town of Mountain Village Financial Statements through March 2016

### Mountain Village Financials Statements through March, 2016

#### General Fund Summary

The General Fund currently reflects a surplus of \$1.64 million. Development related revenues have increased significantly from prior year and budget. Sales taxes show an increase of 1.5% over prior year and 1.4% over budget. Revenues of \$3.7 million were over budget by \$133,800 due mainly to sales tax collections, development related revenues, and interest income.

Total operating expenditures of \$1.9 million were under budget by \$71,300. There was no capital outlay through this period.

Transfers to other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Parking Services	\$ 6,031	\$ 26,381	\$ 12,424	(13,957)
Conference Center Subsidy	\$ -	\$ 49,675	\$ 49,120	(554)
Affordable Housing Development Fund (Monthly Sales Tax Allocation)	\$ 77,861	\$ 193,116	\$ 197,581	4,465
Vehicle & Equipment Acquisition Fund	\$ -	\$ 68,000	\$ 67,324	(676)
Capital Projects Fund (From GF)	\$ 7,257	\$ -	\$ -	-

Income transfers from other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Overhead allocation from Cable, W/S, Gondola, VCA and Parking Services	\$ 38,824	\$ 111,506	\$ 113,833	2,327
Child Development Fund	\$ 3,855	\$ (16,558)	\$ 3,241	19,799
Debt Service Fund (Specific ownership taxes)	\$ 12,339	\$ 20,097	\$ 36,539	16,442
*Tourism Fund	\$ 6,990	\$ 6,786	\$ 10,527	3,742

\*This transfer is comprised of administrative fees, interest, and penalties collected.

**Vehicle and Equipment Acquisition Fund – No Fund Income Statement Attached**

A snowmobile for the recreation department and a new bobcat were purchased and the bobcat leases have been paid.

**Capital Projects Fund – No Fund Income Statement Attached**

\$7,257 was spent on the Meadows Improvement Plan.

**Historical Museum Fund – No Fund Income Statement Attached**

\$39,333 in property taxes were collected and \$38,546 was tendered to the historical museum. The county treasurer retained \$787 in treasurer’s fees.

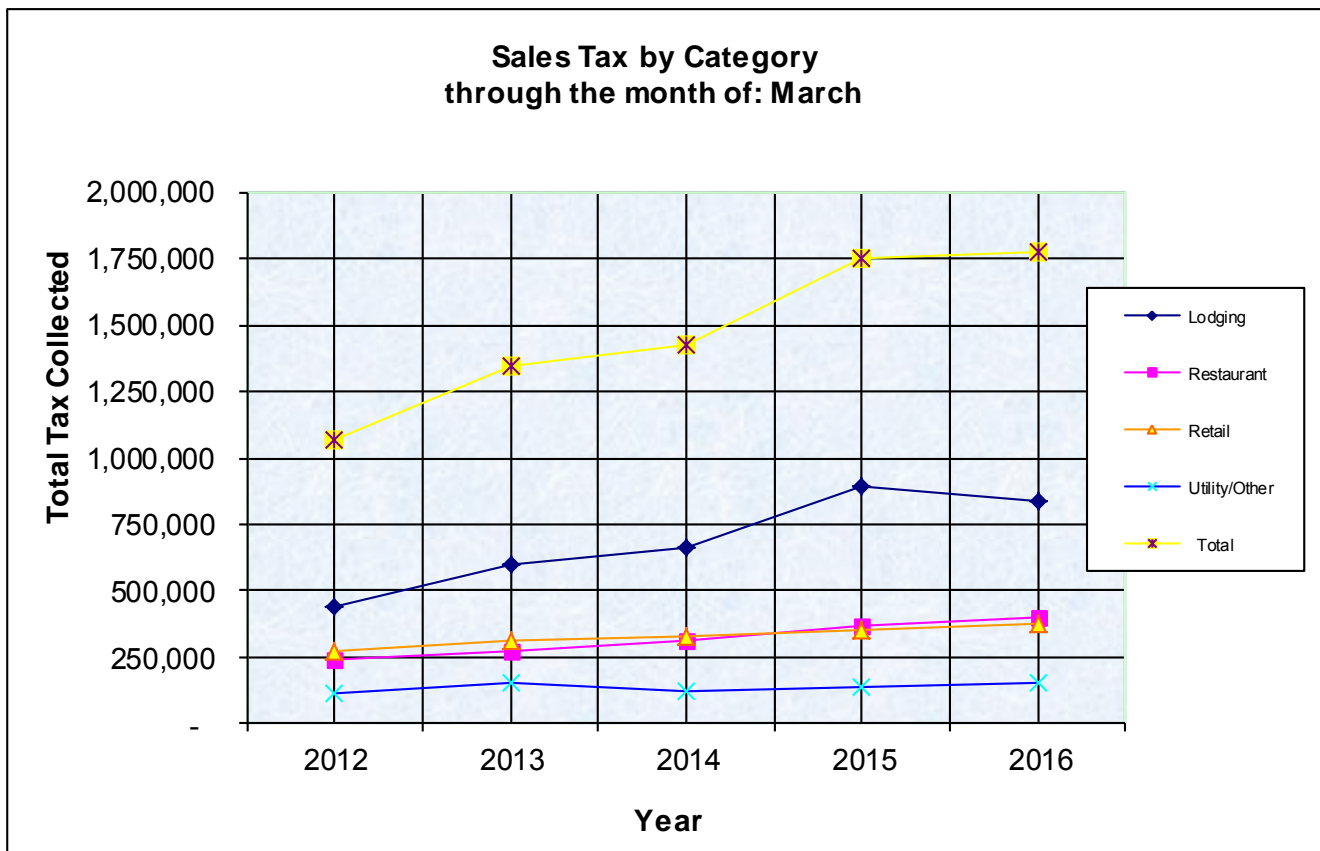
**Mortgage Assistance Fund – No Fund Income Statement Attached**

There has been no activity in this fund to date.

**Sales Tax**

Sales taxes of \$1.8 million are 3% over 2015 through this period and are over budget by 1.4%. Utility/Other shows the highest growth of 13% followed by restaurant at 10%.

Actual Sales Tax Base By Class, Through March 2016										
Category	Actual 2012	Actual 2013	PY % Increase	Actual 2014	PY % Increase	Actual 2015	PY % Increase	Actual 2016	PY \$ Variance	PY % Increase
	4.5%	4.5%	2012 to 2013	4.5%	2013 to 2014	4.5%	2014 to 2015	4.5%	2015 to 2016	2015 to 2016
Lodging	9,786,590	13,392,708	37%	14,669,774	10%	19,860,333	35%	18,645,638	(1,214,695)	-6.12%
Restaurant	5,351,334	6,095,042	14%	6,954,850	14%	8,147,019	17%	8,948,563	801,544	9.84%
Retail	6,050,193	6,955,623	15%	7,362,514	6%	7,845,827	7%	8,422,726	576,900	7.35%
Utility/Other	2,507,968	3,444,656	37%	2,671,279	-22%	3,090,776	16%	3,481,962	391,187	12.66%
<b>Total</b>	<b>23,696,086</b>	<b>29,888,028</b>	<b>26%</b>	<b>31,658,417</b>	<b>6%</b>	<b>38,943,955</b>	<b>23%</b>	<b>39,498,890</b>	<b>554,935</b>	<b>1.42%</b>



## Tourism Fund

2016 restaurant taxes totaling \$175,347 have been collected and \$171,840 was tendered to the airline guarantee program. \$740,789 in lodging taxes were collected and \$729,677 was tendered to the airline guarantee program and to MTI. The Town retained \$14,619 in administrative fees, and penalties and interest of \$974. Additional funding of \$25,000 was expended for Gay Ski Week.

Lodging taxes are trailing prior year by 1.42% and are exceeding budget by 2.6%. Restaurant taxes are ahead of prior year and budget by 9.22% and 12.4%, respectively. For the month of March, restaurant taxes are 17% over March 2015 and lodging taxes are 1.66% under March 2015.

	2012 Activity (4%)	2013 Activity (4%)	2014 Activity (4%)	2015 Activity (4%)	2016 Activity (4%)	2015 Var %	2016 Budget	Budget Var %
January	105,787	167,378	159,264	216,904	193,815	-10.64%	208,102	-7.37%
February	135,434	151,727	170,098	231,700	249,163	7.54%	224,686	9.82%
March	150,548	203,235	248,285	302,834	297,811	-1.66%	288,511	3.12%
April	7,619	9,382	7,291	12,319	-	-100.00%	11,812	#DIV/0!
May	8,673	10,684	10,627	15,282	-	-100.00%	14,961	#DIV/0!
June	55,581	77,013	74,275	84,204	-	-100.00%	81,722	#DIV/0!
July	77,661	93,602	109,838	136,711	-	-100.00%	133,287	#DIV/0!
August	74,889	84,727	88,929	88,990	-	-100.00%	87,460	#DIV/0!
September	62,057	69,349	82,891	113,475	-	-100.00%	110,649	#DIV/0!
October	16,867	16,450	17,383	22,812	-	-100.00%	22,228	#DIV/0!
November	6,618	6,761	11,840	11,372	-	-100.00%	10,898	#DIV/0!
December	164,045	191,249	226,508	260,822	-	-100.00%	249,213	#DIV/0!
<b>Total</b>	<b>865,780</b>	<b>1,081,555</b>	<b>1,207,229</b>	<b>1,497,425</b>	<b>740,789</b>	<b>-50.53%</b>	<b>1,443,529</b>	<b>-94.86%</b>
<b>Tax Base</b>	<b>21,644,491</b>	<b>27,038,867</b>	<b>30,180,718</b>	<b>37,435,624</b>	<b>18,519,727</b>		<b>36,088,225</b>	

	2012 Activity (2%)	2013 Activity (2%)	20147 Activity (2%)	2015 Activity (2%)	2016 Activity (2%)	2015 Var %	2016 Budget	Budget Var %
January	28,754	34,448	38,239	46,261	48,594	5.04%	44,258	8.92%
February	34,996	41,121	48,466	53,871	56,160	4.25%	51,539	8.23%
March	42,723	47,045	53,516	60,420	70,594	16.84%	57,805	18.12%
April	3,506	2,518	1,995	2,876	-	-100.00%	2,751	#DIV/0!
May	2,469	3,913	5,154	5,457	-	-100.00%	5,221	#DIV/0!
June	17,098	19,116	25,366	25,426	-	-100.00%	24,326	#DIV/0!
July	25,929	27,921	32,661	40,081	-	-100.00%	37,969	#DIV/0!
August	20,958	25,645	25,017	29,015	-	-100.00%	27,759	#DIV/0!
September	17,813	19,982	23,831	32,169	-	-100.00%	30,776	#DIV/0!
October	7,258	5,468	5,369	9,492	-	-100.00%	9,081	#DIV/0!
November	4,524	4,668	5,765	6,637	-	-100.00%	6,349	#DIV/0!
December	39,565	42,983	49,923	55,055	-	-100.00%	52,672	#DIV/0!
<b>Total</b>	<b>245,593</b>	<b>274,828</b>	<b>315,303</b>	<b>366,759</b>	<b>175,347</b>	<b>-52.19%</b>	<b>350,508</b>	<b>-99.89%</b>
<b>Tax Base</b>	<b>12,279,634</b>	<b>13,741,420</b>	<b>15,765,152</b>	<b>18,337,941</b>	<b>8,767,356</b>		<b>17,525,400</b>	

Business license fees of \$264,658 are over budget and prior year due to earlier renewals. \$248,779 was remitted to MTI and \$19,912 in admin fees and penalties were transferred to the General Fund.

**TOWN OF MOUNTAIN VILLAGE  
GENERAL FUND INVESTMENTS  
03/31/2016**

CUSIP	DESCRIPTION	MATURITY	DAYS TO	COUPON	PAR	PURCHASE PRICE	YTM(CALL)	MARKET PRICE	MARKET VALUE
313378RR4	FEDERAL HOME LOAN BANK BOND	04/28/2016	28	1	250,000.00	252,267.50	0.77	100.0652	250,163.00
912833KH2	US TREASURY NOTE	05/15/2016	45	0	250,000.00	246,627.50	0.493	99.9712	249,928.00
3136G04R9	FANNIE MAE	02/21/2017	327	0.75	250,000.00	250,000.00	0.75	100.0827	250,206.75
313378PN5	FEDERAL HOME LOAN BANK BOND	03/02/2017	336	1.27	250,000.00	251,392.50	1.153	100.5914	251,478.50
3134G3K82	FREDDIE MAC UNNT	03/27/2017	361	0.75	250,000.00	250,000.00	0.75	100.062	250,155.00
3133EE6K1	FEDERAL FARM CREDIT BANK	11/13/2017	592	0.93	250,000.00	250,000.00	0.93	100.0076	250,019.00
3130A5QX0	FEDERAL HOME LOAN BANK BOND	12/29/2017	638	1	250,000.00	250,000.00	1	100.0321	250,080.25
3130A5J75	FEDERAL HOME LOAN BANK BOND	01/30/2018	670	0.9	250,000.00	250,000.00	0.9	100.1395	250,348.75
3136G1GU7	FANNIE MAE	03/27/2018	726	1.05	250,000.00	250,000.00	1.05	99.9001	249,750.25
3134G7LT6	FREDDIE MAC UNNT	04/27/2018	757	1.1	250,000.00	250,000.00	1.1	100.0197	250,049.25
3134G43V8	FREDDIE MAC UNNT	05/15/2018	775	1.05	250,000.00	250,000.00	1.05	100.0014	250,003.50
313382Y98	FED HOME LOAN BANK BOND	05/16/2018	776	1	250,000.00	250,000.00	1	99.6913	249,228.25
3133EFEB9	FEDERAL FARM CREDIT BANK NOTE	06/18/2018	809	1.17	250,000.00	250,000.00	1.17	100.0015	250,003.75
3136G3AG0	FANNIE MAE	02/26/2019	1062	1.2	250,000.00	250,000.00	1.2	100.0463	250,115.75
3136G2HK6	FANNIE MAE	05/20/2019	1145	1.4	250,000.00	250,000.00	1.4	100.0391	250,097.75
3130A6GD3	FEDERAL HOME LOAN BANK BOND	09/25/2019	1273	1.5	250,000.00	250,000.00	1.5	100.4069	251,017.25
3134G8QA0	FREDDIE MAC UNNT	03/30/2020	1459	1.625	250,000.00	250,000.00	1.625	100.0729	250,182.25
3133EEG46	FEDERAL FARM CREDIT BANK	05/04/2020	1494	1.72	250,000.00	250,000.00	1.72	100.0233	250,058.25
TOTALS					\$ 4,500,000.00	\$ 4,500,287.50			\$ 4,502,885.50
AVERAGE			737.39	1.08	\$ 250,000.00	\$ 250,015.97	1.09	100.0641222	250,160.31
BENCHMARK 2 YEAR TREASURY YIELD CURVE RATE 03/31/2016				0.73			0.73		



**To:** TMVOA; Town Council  
**From:** Kevin Swain, Finance Director  
**Date:** April 30, 2016  
**Re:** Gondola Quarterly Report, March 31, 2016

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Budgets are allocated monthly based on prior year actuals. Budgets for new items and major or capital items are adjusted to when expenditures occur. Other expenses, such as supplies may be over or under budget month to month because of the timing of expenditures.

In the first quarter of 2016, the gondola fund is \$99,810 under budgeted expenses. TSG ticket sales for March have not been submitted as of this date.

### **Gondola Fund - Expenditures**

**1. Mobile Aerial Rapid Rescue System (MARRS):**

Annual budget: \$74,048  
YTD expenditures: \$14,084  
YTD budget: \$16,617

MARRS is 15% under budget. This is due to budget savings on payroll costs.

**2. Chondola Operations and Maintenance:**

Annual budget: \$471,942  
YTD expenditures: \$72,219  
YTD budget: \$84,338

Chondola operations expenses are under budget by \$12,100. TSG utilities, operations wages, and worker's compensation are running under budget.

**3. Gondola Operations:**

Annual budget: \$1.76 million  
YTD expenditures: \$426,335  
YTD budget: \$470,898

Gondola operations were under budget by \$44,563. Salaries and wages have savings of \$12,798, and worker's compensation is under \$22,000. Administrative management costs are up from budget and prior year. Those costs are based on actual hours by admin personnel. Prior year variances are in worker's comp and supplies.

**4. Gondola Maintenance:**

Annual budget: \$1.24 million

YTD expenditures: \$295,928

YTD budget: \$351,086

Gondola maintenance is under budget by \$55,200 and \$70,000 under prior year. Budget variances of note are: Salaries and wages (\$15,000), worker's comp (\$16,300), and contract labor (\$7,200). Prior year variances are in parts (\$30,000) and worker's comp (\$13,900).

**5. Fixed, General, Overhead and Administration:**

Annual budget: \$533,041

YTD expenditures: \$157,419

YTD budget: \$174,626

FGOA costs are \$17,200 below budget. Noteworthy budget variances include: Natural gas (\$10,800), Technical Support (\$3,900), and electricity (\$5,500).

**6. Major Repairs and Replacements:**

Annual Budget: \$1.1 million

YTD expenditures: \$136,062

YTD budget: \$131,305

Expenses made were for gear box rebuilds, bull wheel replacement, and conveyor rebuilds.

**7. Capital Outlay:**

Annual Budget: \$2.23 million (there are matching grant funds for a portion of these costs)

YTD expenditures: \$294,557

YTD budget: \$294,293

A down payment for AC Drives/motors has been made.

**Overall Financial Performance through March 31, 2016**

Total gondola expenditures through this period of \$1.4 million were 10% under budget. The budget shortfall was due in large part to worker's compensation savings and personnel costs. Major repairs was over budget due mostly to timing of purchases. Total funding for the period of \$1.4 million was primarily provided by TMVOA (76%), with contributions of approximately \$1.6 million, \$88,162 (6%) provided by TSG from lift ticket sales, \$235,594 in capital grant funding (16%), sale of assets of \$3,350, and event operations funding of \$4,944.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
March 2016**

	2016						2015	2014	2013
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
<b>General Fund</b>									
<b>Revenues</b>									
Charges for Services	\$ 72,001	\$ 42,238	\$ 29,763	70.46%	\$ 281,440	\$ 209,439	\$ 44,254	\$ 57,667	\$ 206,412
Contributions	14,562	5,843	8,719	149.22%	49,913	35,351	21,840	1,586	3,973
Fines and Forfeits	3,133	1,034	2,099	203.00%	6,077	2,944	1,554	845	948
Interest Income	36,171	12,429	23,742	191.02%	45,000	8,829	36,990	14,367	23,288
Intergovernmental	130,337	127,656	2,681	2.10%	379,030	248,693	117,468	101,457	128,796
Licenses and Permits	43,335	26,948	16,387	60.81%	261,655	218,320	49,039	36,129	138,410
Miscellaneous Revenues	21,664	16,215	5,449	33.60%	90,492	68,828	17,538	19,717	28,483
Taxes and Assessments	3,419,509	3,374,581	44,928	1.33%	8,699,766	5,280,257	3,234,214	2,853,449	3,384,468
<b>Total Revenues</b>	<b>3,740,712</b>	<b>3,606,944</b>	<b>133,768</b>	<b>3.71%</b>	<b>9,813,373</b>	<b>6,072,661</b>	<b>3,522,897</b>	<b>3,085,217</b>	<b>3,914,778</b>
<b>Operating Expenses</b>									
Legislation & Council	14,204	14,413	(209)	-1.45%	121,497	107,293	4,942	2,723	4,718
Town Manager	55,174	57,382	(2,208)	-3.85%	229,893	174,719	55,381	54,989	56,185
Administrative Services	82,216	85,470	(3,254)	-3.81%	389,005	306,789	73,775	80,100	78,129
Finance	268,144	283,515	(15,371)	-5.42%	821,872	553,728	282,256	261,431	259,652
Technical	69,015	69,646	(631)	-0.91%	192,590	123,575	66,850	64,466	71,315
Human Resources	71,192	71,263	(71)	-0.10%	306,020	234,828	63,627	62,832	61,759
Town Attorney	145,290	145,359	(69)	-0.05%	494,677	349,387	136,872	93,788	103,677
Marketing and Business Development	89,313	91,142	(1,829)	-2.01%	398,044	308,731	61,541	46,007	48,981
Municipal Court	6,942	7,014	(72)	-1.03%	30,963	24,021	6,351	7,138	7,013
Police Department	178,391	181,125	(2,734)	-1.51%	827,957	649,566	192,699	164,783	188,444
Community Services	10,466	13,367	(2,901)	-21.70%	52,004	41,538	11,745	11,752	11,315
Community Grants and Contributions	16,000	16,000	-	0.00%	76,000	60,000	20,000	59,000	35,000
Roads and Bridges	164,053	164,395	(342)	-0.21%	1,138,706	974,653	168,885	165,390	162,048
Vehicle Maintenance	116,923	119,220	(2,297)	-1.93%	473,430	356,507	109,015	110,076	117,001
Municipal Bus/Dial-A-Ride	30,488	18,182	12,306	67.68%	157,725	127,237	13,480	11,253	119,472
Employee Shuttle	12,287	23,096	(10,809)	-46.80%	103,590	91,303	12,321	18,587	15,655
Parks & Recreation	105,919	125,848	(19,929)	-15.84%	512,668	406,749	103,451	97,277	59,237
Plaza and Environmental Services	319,689	325,291	(5,602)	-1.72%	1,452,442	1,132,753	298,862	294,749	224,136
Public Refuse Removal and Residential Trash Billing Services	11,909	13,971	(2,062)	-14.76%	54,999	43,090	12,711	9,385	55,920
Building/Facility Maintenance	30,541	39,830	(9,289)	-23.32%	210,684	180,143	38,001	29,269	40,329
Planning & Development Services	1,770	2,099	(329)	-15.67%	9,149	7,379	1,362	1,398	744
Building Division	63,603	63,816	(213)	-0.33%	280,886	217,283	42,078	44,447	34,808
Housing Division Office	4,743	4,971	(228)	-4.59%	20,951	16,208	4,321	4,252	34,690
Planning and Zoning Division	62,929	66,084	(3,155)	-4.77%	451,019	449,249	55,096	71,052	56,081
Contingency	-	-	-	#DIV/0!	88,068	83,325	-	-	-
<b>Total Operating Expenses</b>	<b>1,931,201</b>	<b>2,002,499</b>	<b>(71,298)</b>	<b>-3.56%</b>	<b>8,894,839</b>	<b>7,020,054</b>	<b>1,835,622</b>	<b>1,766,144</b>	<b>1,846,309</b>
Surplus / Deficit	1,809,511	1,604,445	205,066	12.78%	918,534	(947,393)	1,687,275	1,319,073	2,068,469
Capital Outlay	-	-	-	#DIV/0!	105,000	105,000	57,457	49,109	21,719
Surplus / Deficit	1,809,511	1,604,445	205,066	12.78%	813,534	(995,977)	1,629,818	1,269,964	2,046,750
<b>Other Sources and Uses</b>									
Sale of Assets	4,822	-	4,822	#DIV/0!	-	(4,822)	25,119	4,628	1,685
Transfer (To) From Affordable Housing	(197,581)	(193,116)	(4,465)	2.31%	(423,000)	(225,419)	(193,392)	(157,335)	(150,587)
Transfer (To) From Broadband	-	-	-	#DIV/0!	-	-	111,809	12,580	8,210
Transfer (To) From Child Development	3,241	(16,558)	19,799	-119.57%	(126,349)	(77,229)	4,965	(7,700)	(4,617)
Transfer (To) From Communications	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From Capital Projects	(7,257)	(7,257)	-	0.00%	(300,000)	(310,527)	-	-	-
Transfer (To) From Debt Service	36,539	20,097	16,442	81.81%	82,264	(31,569)	36,444	37,423	26,220
Transfer (To) From Overhead Allocation	113,833	111,506	2,327	2.09%	454,594	340,761	103,915	112,841	106,458
Transfer (To) From Parking Services	(12,424)	(26,381)	13,957	-52.91%	(94,319)	(97,560)	67,798	37,292	43,330
Transfer (To) From Conference Center	(49,120)	(49,675)	554	-1.12%	(204,168)	(204,168)	(24,253)	(24,322)	(23,164)
Transfer (To) From Tourism	10,527	6,786	3,742	55.14%	14,816	(21,723)	40,579	30,393	33,591
Transfer (To) From Vehicle/Equipment	(67,324)	(68,000)	676	-0.99%	(422,338)	(355,014)	(24,453)	(70,612)	-

	2016					2015	2014	2013	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Transfer (To) From Water/Sewer	-	-	-	-	-	-	-	-	-
<b>Total Other Sources and Uses</b>	(164,745)	(222,598)	57,853	-25.99%	(1,018,500)	(987,269)	148,532	(24,812)	41,126
Surplus / Deficit	\$ 1,644,766	\$ 1,381,847	\$ 262,919	19.03%	\$ (204,966)	\$ (1,983,246)	\$ 1,778,350	\$ 1,245,152	\$ 2,087,876

<b>Beginning Fund Balance Components</b>	<b>Actual YTD</b>	<b>Annual Budget</b>
Emergency Reserve	\$ 3,113,194	\$ 3,113,194
Unreserved	5,872,154	4,331,084
<b>Beginning Fund Balance</b>	\$ 8,985,348	\$ 7,444,278

<b>YTD Ending Fund Balance Components</b>	<b>Actual YTD</b>	<b>Annual Budget</b>
Emergency Reserve	\$ 3,113,194	\$ 3,113,194
Health Care Premium Savings Reserve	50,000	50,000
Facility Maint Reserve	155,000	155,000
Unreserved	7,311,920	3,695,706
<b>Ending Fund Balance</b>	\$ 10,630,114	\$ 7,013,900

#### Revenues

Taxes & Assessments - Specific Ownership taxes collected are exceeding budget (23%) and prior year (10%). Sales tax revenues are 1% over budget and 1.5% over prior year.

Construction use tax is exceeding budget and prior year.

Licenses & Permits - Construction permits are over budget by \$10,800. Electrical permits are over budget \$5,000.

Intergovernmental - Intergovernmental revenues are slightly over budget due to highway user taxes.

Charges for Services - Plan review and DRB fees are over budget by \$13,200 and over prior year \$11,100. Energy mitigation fees are also exceeding budget.

Fines & Forfeitures - Over budget due to building construction fines.

Investment Income - Interest is exceeding budget and just under prior year.

Miscellaneous - Under budget in van rider revenues but over in plaza use rents.

Contributions - Energy rebates are the only collections in this category.

#### Top Ten Budget Variances

##### Under Budget

Parks and Recreation - \$19,929 Under budget in ice rink expense and labor costs.

Finance - \$15,371 Under budget for property insurance and bank fees.

Employee Shuttle - \$10,809 Gasoline and personnel costs are under budget.

Building/Facility Maintenance - \$9,289 Under budget in personnel costs due to temporarily unfilled position and facility maintenance expense.

Plaza and Environmental Services - \$5,602 Employee costs savings.

Admin Services- \$3,254 Savings in facility expense and utilities.

Planning & Zoning - \$3,155 Savings in group insurance.

Community Services - \$2,901 Under budget in worker's compensation.

Police - \$2,734 Savings in personnel costs due to lower overtime.

##### Over Budget

Municipal Bus Service - \$12,306 Overage in salaries and wages due to a PTO pay out for a retiring employee.



**Town of Mountain Village Monthly Revenue and Expenditure Report  
March 2016**

	2016						2015	2014	2013
	Actual	Budget	Budget	Budget	Annual	Budget	Actual	Actual	Actual
	YTD	YTD	Variance	Variance	Budget	Balance	YTD	YTD	YTD
		(\$)	(%)						
<b>Tourism Fund</b>									
<b>Revenues</b>									
Business Licenses Fees	\$ 264,658	\$ 234,501	\$ 30,157	13%	\$ 277,546	\$ 12,888	\$ 238,172	\$ 240,518	\$ 233,271
Lodging Taxes - Condos/Homes	425,414	389,656	35,757	9%	736,200	310,786	435,289	266,725	262,697
Lodging Taxes - Hotels	315,375	332,640	(17,265)	-5%	707,329	391,954	316,150	310,922	259,643
Lodging Taxes - Prior Year	786	-	786	#DIV/0!	-	(786)	-	781	870
Penalties and Interest	5,017	3,809	1,208	32%	10,000	4,983	11,795	4,479	6,675
Restaurant Taxes	175,347	153,603	21,744	14%	350,508	175,161	160,552	140,222	122,613
Restaurant Taxes - Prior Year	-	-	-	#DIV/0!	-	-	567	88	164
<b>Total Revenues</b>	<b>1,186,597</b>	<b>1,114,210</b>	<b>72,388</b>	<b>6%</b>	<b>2,081,583</b>	<b>894,986</b>	<b>1,162,526</b>	<b>963,735</b>	<b>885,933</b>
<b>Tourism Funding</b>									
Additional Funding	25,000	25,000	-	0%	38,000	13,000	-	-	-
Airline Guaranty Funding	535,212	504,456	30,756	6%	1,050,827	515,615	526,102	420,934	376,694
MTI Funding	615,858	577,968	37,891	7%	975,440	359,582	595,844	512,409	475,648
<b>Total Tourism Funding</b>	<b>1,176,070</b>	<b>1,107,424</b>	<b>68,646</b>	<b>94%</b>	<b>2,064,267</b>	<b>888,197</b>	<b>1,121,946</b>	<b>933,342</b>	<b>852,342</b>
Surplus / Deficit	10,527	6,786	3,742	55%	17,316	6,789	40,579	30,393	33,591
<b>Administrative Fees</b>									
Audit Fees	-	-	-	#DIV/0!	2,500	2,500	-	-	-
<b>Total Administrative Fees</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>	<b>2,500</b>	<b>2,500</b>	<b>-</b>	<b>-</b>	<b>-</b>
Surplus / Deficit	10,527	6,786	3,742	55%	14,816	4,289	40,579	30,393	33,591
<b>Other Sources and Uses</b>									
Transfer (To) From Other Funds	(10,527)	(6,786)	(3,742)	55%	(14,816)	(4,289)	(40,579)	(30,393)	(33,591)
<b>Total Other Sources and Uses</b>	<b>(10,527)</b>	<b>(6,786)</b>	<b>(3,742)</b>	<b>55%</b>	<b>(14,816)</b>	<b>(4,289)</b>	<b>(40,579)</b>	<b>(30,393)</b>	<b>(33,591)</b>
Surplus / Deficit	\$ -	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -

**Town of Mountain Village Monthly Revenue and Expenditure Report  
March 2016**

	2016						2015	2014	2013
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Parking Services Fund</b>									
<b>Revenues</b>									
Contributions/Shared Facility Expenses	\$ -	\$ -	\$ -	#DIV/0!	\$ 18,500	\$ 18,500	\$ 1,321	\$ 1,389	\$ 3,079
Fines and Forfeits	13,780	4,596	9,184	200%	7,900	(5,880)	13,280	4,880	2,686
Gondola Parking Garage	13,120	32,408	(19,288)	-60%	89,825	76,705	71,778	46,535	51,932
Heritage Parking Garage	53,448	44,293	9,155	21%	98,752	45,304	68,653	69,199	65,458
Parking Meter Revenues	950	1,839	(889)	-48%	7,061	6,111	3,148	3,392	4,579
Parking Permits	2,640	1,581	1,059	67%	6,499	3,859	4,135	4,510	3,855
Special Event Parking	60	-	60	#DIV/0!	41,000	40,940	-	-	-
<b>Total Revenues</b>	<b>83,998</b>	<b>84,717</b>	<b>(719)</b>	<b>-1%</b>	<b>269,537</b>	<b>185,539</b>	<b>162,315</b>	<b>129,905</b>	<b>131,589</b>
<b>Operating Expenses</b>									
Other Operating Expenses	2,355	994	1,361	137%	4,630	2,275	339	171	-
Personnel Expenses	34,133	39,660	(5,527)	-14%	134,885	100,752	34,735	35,603	39,653
Gondola Parking Garage	13,056	20,859	(7,803)	-37%	58,625	45,569	11,902	17,352	13,883
Surface Lots	6,902	8,929	(2,027)	-23%	31,260	24,358	9,425	2,993	2,900
Heritage Parking Garage	28,093	28,773	(680)	-2%	101,325	73,232	19,978	24,266	22,666
Meadows Parking	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Operating Expenses</b>	<b>84,539</b>	<b>99,215</b>	<b>(14,676)</b>	<b>-15%</b>	<b>330,725</b>	<b>246,186</b>	<b>76,379</b>	<b>80,385</b>	<b>79,102</b>
Surplus / Deficit	(541)	(14,498)	13,957	-96%	(61,188)	(60,647)	85,936	49,520	52,487
<b>Capital</b>									
Capital	4,800	4,800	-	0%	4,800	-	10,895	4,342	-
Surplus / Deficit	(5,341)	(19,298)	13,957	-72%	(65,988)	(60,647)	75,041	45,178	52,487
<b>Other Sources and Uses</b>									
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Overhead Allocation	(7,083)	(7,083)	-	0%	(28,331)	(21,248)	(7,243)	(7,886)	(9,157)
Transfer (To) From General Fund	12,424	26,381	(13,957)	-53%	94,319	81,895	(67,798)	(37,292)	(43,330)
<b>Total Other Sources and Uses</b>	<b>5,341</b>	<b>19,298</b>	<b>(13,957)</b>	<b>-72%</b>	<b>65,988</b>	<b>60,647</b>	<b>(75,041)</b>	<b>(45,178)</b>	<b>(52,487)</b>
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -

Parking revenues are under budget \$719. GPG is running under budget but is made up for by other revenue sources. Expenditures are under budget primarily due to personnel costs, GPG electricity, and GPG elevator maintenance. The net transfer from the General Fund is \$5,341.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
March 2016**

	2016						2015	2014	2013
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
<b>Gondola Fund</b>									
<b>Revenues</b>									
Event Operations Funding	\$ 4,944	\$ -	\$ 4,944	#DIV/0!	\$ -	\$ (4,944)	\$ 5,425	\$ 3,825	\$ 5,499
Event Operations Funding - SMC/TOT	-	-	-	#DIV/0!	36,000	36,000	-	-	-
Operations Grant Funding	-	-	-	#DIV/0!	150,100	150,100	14,943	-	-
Capital/MR&R Grant Funding	235,594	-	235,594	#DIV/0!	818,600	583,006	-	-	-
Insurance Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Miscellaneous Revenues	158	-	158	#DIV/0!	-	(158)	100	-	-
Sale of Assets	3,350	-	3,350	#DIV/0!	-	(3,350)	10,500	-	-
TMVOA Operating Contributions	869,371	1,097,565	(228,194)	-20.79%	3,901,812	3,032,441	867,963	894,157	917,366
TMVOA Capital Contributions	195,025	425,798	(230,773)	-54.20%	2,515,900	2,320,875	15,000	209,932	9,222
TSG 1% Lift Sales	88,162	-	88,162	#DIV/0!	160,000	71,838	139,315	119,195	99,601
<b>Total Revenues</b>	<b>1,396,604</b>	<b>1,523,363</b>	<b>(126,759)</b>	<b>-8.32%</b>	<b>7,582,412</b>	<b>6,185,808</b>	<b>1,053,246</b>	<b>1,227,109</b>	<b>1,031,688</b>
<b>Operating Expenses</b>									
MAARS	14,084	16,617	(2,533)	-15.24%	74,048	59,964	15,190	14,456	15,247
Chondola	72,219	84,338	(12,119)	-14.37%	471,942	399,723	77,181	78,208	66,422
Grant Success Fees	-	-	-	#DIV/0!	58,122	58,122	-	-	18,457
Operations	426,335	470,898	(44,563)	-9.46%	1,762,841	1,336,506	434,143	419,905	430,933
Maintenance	295,928	351,086	(55,158)	-15.71%	1,239,631	943,703	366,830	329,416	308,818
FGOA	157,419	174,626	(17,207)	-9.85%	533,041	375,622	144,902	175,192	182,589
Major Repairs and Replacements	136,062	131,305	4,757	3.62%	1,100,000	963,938	15,000	193,195	9,222
Contingency	-	-	-	#DIV/0!	108,287	108,287	-	-	-
<b>Total Operating Expenses</b>	<b>1,102,047</b>	<b>1,228,870</b>	<b>(126,823)</b>	<b>-10.32%</b>	<b>5,347,912</b>	<b>4,245,865</b>	<b>1,053,246</b>	<b>1,210,372</b>	<b>1,031,688</b>
Surplus / Deficit	294,557	294,493	64	0.02%	2,234,500	-	-	16,737	-
<b>Capital</b>									
Capital Outlay	294,557	294,493	64	0.02%	2,234,500	1,939,943	-	16,737	-
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -

**Town of Mountain Village Monthly Revenue and Expenditure Report  
March 2016**

	2016						2015	2014	2013	
	Actual	Budget	Budget	Budget	Annual	Budget	Actual YTD	Actual YTD	Actual YTD	
	YTD	YTD	Variance	Variance	Budget	Balance				
			(\$)	(%)						
<b>Child Development Fund</b>										
<b>Revenues</b>										
Daycare Fees	\$ 74,219	\$ 58,435	15,784	27.01%	\$ 237,697	\$ 163,478	\$ 62,065	\$ 63,257	\$ 65,931	
Fundraising Revenues - Daycare	1,115	861	254	29.50%	8,500	7,385	1,359	990	1,375	
Fundraising Revenues - Preschool	-	387	(387)	-0.96%	3,500	(41,075)	374	680	-	
Grant Revenues - Daycare	14,414	15,364	(950)	-6.18%	35,000	20,586	11,241	7,057	13,232	
Grant Revenues - Preschool	7,783	7,788	(5)	-0.06%	15,000	7,217	7,631	2,404	3,270	
Preschool Fees	44,575	40,380	4,195	10.39%	163,515	163,515	42,399	43,114	44,001	
<b>Total Revenues</b>	<b>142,106</b>	<b>123,215</b>	<b>18,891</b>	<b>15.33%</b>	<b>463,212</b>	<b>321,106</b>	<b>125,069</b>	<b>117,502</b>	<b>127,809</b>	
<b>Operating Expenses</b>										
Daycare Other Expense	21,416	16,613	4,803	28.91%	75,090	53,674	13,150	16,226	17,147	
Daycare Personnel Expense	84,310	76,249	8,061	10.57%	319,511	235,201	70,158	66,297	78,733	
Preschool Other Expense	6,518	8,454	(1,936)	-22.90%	43,415	36,897	7,814	6,647	7,958	
Preschool Personnel Expense	26,621	38,457	(11,836)	-30.78%	151,545	124,924	28,982	36,032	28,588	
<b>Total Operating Expenses</b>	<b>138,865</b>	<b>139,773</b>	<b>(908)</b>	<b>-0.65%</b>	<b>589,561</b>	<b>450,696</b>	<b>120,104</b>	<b>125,202</b>	<b>132,426</b>	
Surplus / Deficit	3,241	(16,558)	19,799	-119.57%	(126,349)		4,965	(7,700)	(4,617)	
<b>Other Sources and Uses</b>										
Contributions	-	-	-	#DIV/0!	-	-	-	-	-	
Transfer (To) From General Fund	(3,241)	16,558	19,799	119.57%	126,349	129,590	(4,965)	7,700	4,617	
<b>Total Other Sources and Uses</b>	<b>(3,241)</b>	<b>16,558</b>	<b>19,799</b>	<b>119.57%</b>	<b>126,349</b>	<b>129,590</b>	<b>(4,965)</b>	<b>7,700</b>	<b>4,617</b>	
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -	

Child Development revenues are \$18,900 over budget. Daycare fees are over budget 27%. Preschool fees are exceeding budget by 10%. Operating expenses are \$908 under budget due to preschool personnel costs and other expenses. Daycare is running ahead of budget because of the director's allocation. The fund has returned \$3,200 to the General Fund.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
March 2016**

	2016						2015	2014	2013
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Water &amp; Sewer Fund</b>									
<b>Revenues</b>									
Mountain Village Water and Sewer	\$ 524,033	\$ 499,849	\$ 24,184	4.84%	\$ 2,145,991	\$ 1,621,958	\$ 521,904	\$ 482,799	\$ 554,750
Other Revenues	2,109	3,041	(932)	-30.65%	24,050	21,941	2,164	2,589	2,471
Ski Ranches Water	32,877	31,009	1,868	6.02%	129,222	96,345	31,762	30,402	31,686
Skyfield Water	4,330	4,447	(117)	-2.63%	18,947	14,617	4,897	4,164	4,355
<b>Total Revenues</b>	<b>563,349</b>	<b>538,346</b>	<b>25,003</b>	<b>4.64%</b>	<b>2,318,210</b>	<b>1,754,861</b>	<b>560,727</b>	<b>519,954</b>	<b>593,262</b>
<b>Operating Expenses</b>									
Mountain Village Sewer	57,102	64,928	(7,826)	-12.05%	535,452	478,350	64,179	60,372	58,268
Mountain Village Water	204,185	208,768	(4,583)	-2.20%	1,037,276	833,091	201,764	186,412	207,568
Ski Ranches Water	4,331	9,910	(5,579)	-56.30%	47,487	43,156	5,145	7,350	8,325
Contingency	-	-	-	#DIV/0!	32,404	32,404	-	-	-
<b>Total Operating Expenses</b>	<b>265,618</b>	<b>283,606</b>	<b>(17,988)</b>	<b>-6.34%</b>	<b>1,652,619</b>	<b>1,387,001</b>	<b>271,088</b>	<b>254,134</b>	<b>274,161</b>
Surplus / Deficit	297,731	254,740	42,991	16.88%	665,591		289,639	265,820	319,101
<b>Capital</b>									
Capital Outlay	71,358	73,726	(2,368)	-3.21%	489,550	418,192	46,473	66,491	34,185
Surplus / Deficit	226,373	181,014	45,359	25.06%	176,041		243,166	199,329	284,916
<b>Other Sources and Uses</b>									
Overhead Allocation Transfer	(34,364)	(34,364)	-	0.00%	(137,455)	(103,091)	(30,536)	(33,188)	(31,097)
Mountain Village Tap Fees	-	-	-	#DIV/0!	35,000	35,000	-	8,143	-
Grants	-	-	-	#DIV/0!	-	-	-	-	-
Ski Ranches Tap Fees	-	-	-	#DIV/0!	5,000	5,000	-	5,000	-
Skyfield Tap Fees	-	-	-	#DIV/0!	2,000	2,000	-	-	-
Telski Tap Fee/Water Credit	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>(34,364)</b>	<b>(34,364)</b>	<b>-</b>	<b>0.00%</b>	<b>(95,455)</b>	<b>(61,091)</b>	<b>(30,536)</b>	<b>(20,045)</b>	<b>(31,097)</b>
Surplus / Deficit	\$ 192,009	\$ 146,650	\$ 45,359	30.93%	\$ 80,586		\$ 212,630	\$ 179,284	\$ 253,819

Excess water fees and snow making fees exceeded budget, \$16,600 and \$6,300. Ski Ranches revenues are over budget due to base fees, although excess fees are lagging. Skyfield revenues are under budget in excess water and standby fees. Other revenues are under budget in maintenance and late fees.

Sewer expenditures are under budget in regional sewer charges (TOT). MV water is under budget mainly in property insurance.

Ski Ranches water costs are under budget with savings in S&W and utilities. Capital costs were for power generators, water rights, and regional sewer costs.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
March 2016**

	2016					2015	2014	2013	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Broadband Fund</b>									
<b>Revenues</b>									
Cable User Fees	\$ 217,219	\$ 222,513	\$ (5,294)	-2.38%	\$ 865,368	\$ 648,149	\$ 212,672	\$ 208,037	\$ 218,550
Internet User Fees	220,941	195,795	25,146	12.84%	776,597	555,656	198,476	178,414	152,660
Other Revenues	12,050	30,134	(18,084)	-60.01%	98,524	89,367	18,469	17,805	24,496
Phone Service Fees	9,157	8,956	201	2.24%	34,589	22,539	9,237	8,846	8,162
<b>Total Revenues</b>	<b>459,367</b>	<b>457,398</b>	<b>1,969</b>	<b>0.43%</b>	<b>1,775,078</b>	<b>1,315,711</b>	<b>438,854</b>	<b>413,102</b>	<b>403,868</b>
<b>Operating Expenses</b>									
Cable Direct Costs	183,919	175,258	8,661	4.94%	689,248	505,329	163,591	144,539	143,542
Phone Service Costs	3,810	7,657	(3,847)	-50.24%	29,700	25,890	6,916	4,573	5,092
Internet Direct Costs	59,100	57,000	2,100	3.68%	228,000	168,900	27,000	27,000	22,818
Cable Operations	129,226	135,569	(6,343)	-4.68%	579,317	450,091	123,012	145,710	142,590
Contingency	-	-	-	#DIV/0!	3,000	3,000	-	-	-
<b>Total Operating Expenses</b>	<b>376,055</b>	<b>375,484</b>	<b>571</b>	<b>0.15%</b>	<b>1,529,265</b>	<b>1,153,210</b>	<b>320,519</b>	<b>321,822</b>	<b>314,042</b>
Surplus / Deficit	83,312	81,914	1,398	1.71%	245,813		118,335	91,280	89,826
<b>Capital</b>									
Capital Outlay	30,991	31,000	(9)	-0.03%	60,000	29,009	29,101	-	80,342
Surplus / Deficit	52,321	50,914	1,407	2.76%	185,813		89,234	91,280	9,484
<b>Other Sources and Uses</b>									
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	-	-	-	#DIV/0!	-	-	(111,809)	(12,580)	(8,210)
Overhead Allocation Transfer	(31,799)	(31,799)	-	0.00%	(127,195)	(95,396)	(27,425)	(28,700)	(26,274)
<b>Total Other Sources and Uses</b>	<b>(31,799)</b>	<b>(31,799)</b>	<b>-</b>	<b>0.00%</b>	<b>(127,195)</b>	<b>(95,396)</b>	<b>(139,234)</b>	<b>(41,280)</b>	<b>(34,484)</b>
Surplus / Deficit	\$ 20,522	\$ 19,115	\$ 1,407	7.36%	\$ 58,618		\$ (50,000)	\$ 50,000	\$ (25,000)
<b>Beginning (Available) Fund Balance</b>	\$ 60,000	\$ 60,000	\$ -						
<b>Ending (Available) Fund Balance</b>	\$ 80,522	\$ 79,115	\$ 1,407						

Cable user revenues are under budget 2.4% but over prior year 2%. Internet revenues are over budget 12.8%. Other revenues are under budget 60% due primarily to parts, labor, equipment rental, leased access and connection fees. Direct costs for cable are over budget and prior year due to increasing programming costs. Internet costs are over budget and prior year due to operating costs of increased internet speed. Phone service revenues are over budget by 2.2%, while phone service expenses are under budget by 50%. This is caused by a one-time credit from our provider. Cable operating expenses are under budget with savings in property insurance and R&M plant. Capital expense is for our software upgrade.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
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	2016				Annual Budget	Budget Balance	2015	2014	2013
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
<b>Telluride Conference Center Fund</b>									
<b>Revenues</b>									
Beverage Revenues	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Catering Revenues	-	-	-	#DIV/0!	-	-	-	-	-
Facility Rental	-	-	-	#DIV/0!	-	-	-	-	-
Operating/Other Revenues	-	-	-	#DIV/0!	-	-	-	920	-
<b>Total Revenues</b>	-	-	-	#DIV/0!	-	-	-	920	-
<b>Operating Expenses</b>									
Wait Staff	-	-	-	#DIV/0!	-	-	-	-	-
Food Operations	-	-	-	#DIV/0!	-	-	-	-	-
Beverage Operations	-	-	-	#DIV/0!	-	-	-	-	-
General Operations	-	-	-	#DIV/0!	-	-	27	-	-
Administration	24,120	24,675	(554)	-2.25%	84,168	60,048	24,227	23,242	23,164
Marketing	25,000	25,000	-	0.00%	100,000	75,000	-	2,000	-
Contingency	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Operating Expenses</b>	49,120	49,675	(554)	-1.12%	184,168	135,048	24,253	25,242	23,164
Surplus / Deficit	(49,120)	(49,675)	554	-1.12%	(184,168)		(24,253)	(24,322)	(23,164)
Capital Outlay/ Major R&R	-	-	-	#DIV/0!	20,000	20,000	-	-	-
Surplus / Deficit	(49,120)	(49,675)	554	-1.12%	(204,168)		(24,253)	(24,322)	(23,164)
<b>Other Sources and Uses</b>									
Damage Receipts	-	-	-	#DIV/0!	-	-	-	-	-
Insurance Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	49,120	49,675	(554)	-1.12%	204,168	155,048	24,253	24,322	23,164
Overhead Allocation Transfer	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	49,120	49,675	(554)	74.00%	204,168	155,048	24,253	24,322	23,164
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -		\$ -	\$ -	\$ -

Expenses to date are HOA dues and 1/4 of the contracted marketing expenses.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
March 2016**

	2016				2015	2014	2013		
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Affordable Housing Development Fund</b>									
<b>Revenues</b>									
Contributions	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Rental Income	3,120	3,120	-	0.00%	12,778	9,658	2,548	2,475	8,472
Sales Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Revenues</b>	<b>3,120</b>	<b>3,120</b>	<b>-</b>	<b>0.00%</b>	<b>12,778</b>	<b>9,658</b>	<b>2,548</b>	<b>2,475</b>	<b>8,472</b>
<b>Operating Expenses</b>									
Community Garden	-	-	-	#DIV/0!	3,500	3,500	-	-	1,895
Coyote Court	-	-	-	#DIV/0!	5,000	5,000	-	-	-
RHA Funding - Moved in 2014 from the GF	44,250	44,250	-	0.00%	88,500	44,250	-	34,640	-
Town Owned Properties	9,224	9,491	(267)	-2.81%	11,144	1,920	9,205	9,177	11,551
Density bank	8,856	8,856	-	0.00%	8,856	-	8,856	8,856	8,856
<b>Total Operating Expenses</b>	<b>62,330</b>	<b>62,597</b>	<b>(267)</b>	<b>-0.43%</b>	<b>117,000</b>	<b>54,670</b>	<b>18,061</b>	<b>52,673</b>	<b>22,302</b>
Surplus / Deficit	(59,210)	(59,477)	(267)	0.45%	(104,222)	(45,012)	(15,514)	(50,198)	(13,830)
<b>Other Sources and Uses</b>									
Transfer (To) From MAP	-	-	-	#DIV/0!	(60,000)	-	-	-	-
Transfer (To) From General Fund - Sales Tax	197,581	193,116	4,465	2.31%	423,000	225,419	193,392	157,335	150,587
Transfer (To) From Capital Projects Fund (1)	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From VCA (2)	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>197,581</b>	<b>193,116</b>	<b>4,465</b>	<b>2.31%</b>	<b>363,000</b>	<b>225,419</b>	<b>193,392</b>	<b>157,335</b>	<b>150,587</b>
Surplus / Deficit	\$ 138,371	\$ 133,639	\$ (4,732)	-3.54%	\$ 258,778	\$ 180,407	\$ 177,878	\$ 107,137	\$ 136,757
<b>Beginning Fund Equity Balance</b>	<b>\$ 798,397</b>	<b>\$ 798,397</b>	<b>\$ -</b>						
<b>Ending Equity Fund Balance</b>	<b>\$ 936,768</b>	<b>\$ 932,037</b>	<b>\$ 4,732</b>						

Expenses consist of HOA dues on town owned property and the contribution to the Regional Housing Authority.



**Town of Mountain Village Monthly Revenue and Expenditure Report**  
**March 2016**

	2016						2015	2014	2013
	Actual YTD	Budget YTD	Budget Vary (\$)	Budget Var (%)	Annual Budget	Budget Balance	Actual	Actual	Actual
<b>Village Court Apartments</b>									
<b>Operating Revenues</b>									
Rental Income	\$ 571,821	\$ 556,486	\$ 15,335	3%	\$ 2,225,944	\$ 1,654,123	\$ 567,280	\$ 568,486	\$ 471,373
Other Operating Income	20,996	27,306	(6,310)	-23%	94,225	73,229	19,639	27,352	96,383
Less: Allowance for Bad Debt	(1,917)	(2,729)	812	-30%	(10,914)	(8,997)	(2,501)	(2,502)	(806)
<b>Total Operating Revenue</b>	<b>590,900</b>	<b>581,064</b>	<b>9,836</b>	<b>2%</b>	<b>2,309,255</b>	<b>1,718,355</b>	<b>584,419</b>	<b>593,336</b>	<b>566,951</b>
<b>Operating Expenses</b>									
Office Operations	46,987	50,212	3,225	6%	188,315	141,328	43,633	46,402	43,460
General and Administrative	84,948	88,794	3,846	4%	131,289	46,341	90,310	97,762	105,108
Utilities	104,724	105,901	1,177	1%	407,695	302,971	104,666	111,722	116,878
Repair and Maintenance	111,492	109,820	(1,672)	-2%	390,412	278,920	98,102	90,460	87,155
Major Repairs and Replacement	18,231	18,235	4	0%	164,316	146,085	27,510	85,185	9,060
Contingency	-	-	-	0%	12,929	12,929	-	-	-
<b>Total Operating Expenses</b>	<b>366,381</b>	<b>372,962</b>	<b>6,580</b>	<b>2%</b>	<b>1,294,956</b>	<b>928,575</b>	<b>364,221</b>	<b>431,531</b>	<b>361,661</b>
<b>Surplus / (Deficit) After Operations</b>	<b>224,519</b>	<b>208,102</b>	<b>16,417</b>	<b>8%</b>	<b>1,014,299</b>		<b>220,198</b>	<b>161,805</b>	<b>205,290</b>
<b>Non-Operating (Income) / Expense</b>									
Investment Earning	(18)	(375)	(357)	-95%	(1,500)	(1,482)	(18)	(66)	(142)
Debt Service, Interest	104,303	104,962	659	1%	419,848	315,545	106,185	65,937	67,136
Debt Service, Fees	85	95	10	11%	-	(85)	2,750	3,200	2,950
Debt Service, Principal	-	-	-	#DIV/0!	367,621	367,621	-	6,365	6,069
<b>Total Non-Operating (Income) / Expense</b>	<b>104,370</b>	<b>104,682</b>	<b>312</b>	<b>0%</b>	<b>785,969</b>	<b>681,599</b>	<b>108,917</b>	<b>75,435</b>	<b>76,013</b>
<b>Surplus / (Deficit) Before Capital</b>	<b>120,149</b>	<b>103,420</b>	<b>16,729</b>	<b>16%</b>	<b>228,330</b>		<b>111,281</b>	<b>86,369</b>	<b>129,277</b>
Capital Spending	-	-	-	#DIV/0!	5,000	5,000	-	-	-
<b>Surplus / (Deficit)</b>	<b>120,149</b>	<b>103,420</b>	<b>16,729</b>	<b>16%</b>	<b>223,330</b>		<b>111,281</b>	<b>86,369</b>	<b>129,277</b>
<b>Other Sources / (Uses)</b>									
Transfer (To)/From General Fund	(27,154)	(27,154)	-	0%	(108,614)	(108,614)	(5,481)	(30,980)	(26,786)
Sale of Assets	-	-	-	0%	-	-	-	-	-
Grant Revenues	-	-	-	0%	-	-	-	-	-
Transfer From AHDF	-	-	-	0%	-	27,154	-	-	-
<b>Total Other Sources / (Uses)</b>	<b>(27,154)</b>	<b>(27,154)</b>	<b>-</b>	<b>0%</b>	<b>(108,614)</b>	<b>27,154</b>	<b>(5,481)</b>	<b>(30,980)</b>	<b>(26,786)</b>
<b>Surplus / (Deficit)</b>	<b>92,995</b>	<b>76,266</b>	<b>16,729</b>	<b>22%</b>	<b>114,716</b>		<b>105,800</b>	<b>55,389</b>	<b>102,491</b>
<b>Beginning Working Capital</b>	290,938	290,938	-	0%	-				
<b>Ending Working Capital</b>	<b>\$ 383,933</b>	<b>\$ 367,204</b>	<b>\$ 16,729</b>	<b>5%</b>	<b>\$ 114,716</b>				

Rent revenues are over budget and prior year, 3% and 1%. Other revenues are under budget 23% due mainly to cleaning charges revenues and lease break fees. Prior year variance of \$1,357 is due to laundry revenues and lease break fees. Office operations are under budget 6%. This is due to salaries and wages and worker's compensation. General and administrative is under budget 6%, due mainly to property insurance savings. Utilities are under budget (1%), due mainly to water/sewer and waste disposal. Maintenance is under budget in workers comp and salaries and wages. MR&R is meeting budget. Expenses include carpet replacement, cabinet replacement, bobcat lease, appliances, and vinyl replacement.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
March 2016**

	2016				Annual Budget	Budget Balance	2015	2014	2013
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
<b>Debt Service Fund</b>									
<b>Revenues</b>									
Abatements	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions	-	-	-	#DIV/0!	207,940	207,940	-	-	-
Miscellaneous Revenue	-	-	-	#DIV/0!	-	-	-	-	-
Property Taxes	1,396,152	1,367,887	28,265	2.07%	3,481,449	2,085,297	1,405,951	1,365,764	1,300,525
Reserve/Capital/Liquidity Interest	270	150	120	79.82%	666	396	479	954	770
Specific Ownership Taxes	36,539	20,097	16,442	81.81%	82,264	45,725	36,444	37,423	26,220
<b>Total Revenues</b>	<b>1,432,960</b>	<b>1,388,134</b>	<b>44,826</b>	<b>140.00%</b>	<b>3,772,319</b>	<b>2,339,359</b>	<b>1,442,874</b>	<b>1,404,141</b>	<b>1,327,514</b>
<b>Debt Service</b>									
<b>2001/2011 Bonds - Gondola - Paid by contributions from TMVOA and TSG</b>									
2001/2011 Bond Issue - Interest	-	-	-	#DIV/0!	92,975	92,975	-	-	-
2001/2011 Bond Issue - Principal	-	-	-	#DIV/0!	115,000	115,000	-	-	-
<b>2002 Bonds - Water/Sewer/Parking (refunding 1992) - 77.5% Water/Sewer - 22.5% Parking</b>									
2002 Bond Issue - Interest	-	-	-	#DIV/0!	-	-	-	-	-
2002 Bond Issue - Principal	-	-	-	#DIV/0!	-	-	-	-	-
<b>2005 Bonds - Telluride Conference Center - (refunding portion of 1998 )</b>									
2005 Bond Issue - Interest	-	-	-	#DIV/0!	66,250	66,250	-	-	-
2005 Bond Issue - Principal	-	-	-	#DIV/0!	645,000	645,000	-	-	-
<b>2006B/2014 Bonds - Heritage Parking</b>									
2014 Bond Issue - Interest	-	-	-	#DIV/0!	34,600	34,600	-	-	-
2014 Bond Issue - Principal	-	-	-	#DIV/0!	496,825	496,825	-	-	-
<b>2007 Bonds - Water/Sewer (refunding 1997)</b>									
2007 Bond Issue - Interest	-	-	-	#DIV/0!	174,825	174,825	-	-	-
2007 Bond Issue - Principal	-	-	-	#DIV/0!	1,625,000	1,625,000	-	-	-
<b>2009 Bonds - Telluride Conference Center (refunding 1998 bonds)</b>									
2009 Bond Issue - Interest	-	-	-	#DIV/0!	24,200	24,200	-	-	-
2009 Bond Issue - Principal	-	-	-	#DIV/0!	295,000	295,000	-	-	-
<b>Total Debt Service</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>	<b>3,569,675</b>	<b>3,569,675</b>	<b>-</b>	<b>-</b>	<b>-</b>
Surplus / (Deficit)	1,432,960	1,388,134	44,826	3.23%	202,644		1,442,874	1,404,141	1,327,514
<b>Operating Expenses</b>									
Administrative Fees	250	1,237	(987)	-79.79%	17,000	16,750	900	-	-
County Treasurer Collection Fees	41,889	41,344	545	1.32%	102,355	60,466	42,182	40,973	39,017
<b>Total Operating Expenses</b>	<b>42,139</b>	<b>42,581</b>	<b>(442)</b>	<b>-1.04%</b>	<b>119,355</b>	<b>77,216</b>	<b>43,082</b>	<b>40,973</b>	<b>39,017</b>
Surplus / (Deficit)	1,390,821	1,345,553	45,268	3.36%	83,289		1,399,792	1,363,167	1,288,497

		2016				2015	2014	2013	
Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD	
<b>Debt Service Fund</b>									
<b>Other Sources and Uses</b>									
Transfer (To) From General Fund	(36,539)	(20,097)	(16,442)	81.81%	(82,264)	(45,725)	(36,444)	(37,423)	(26,220)
Transfer (To) From Other Funds	-	-	-	#DIV/0!	-	-	-	-	-
Bond Premiums	-	-	-	#DIV/0!	-	-	-	-	-
Proceeds From Bond Issuance	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>(36,539)</b>	<b>(20,097)</b>	<b>(16,442)</b>	<b>81.81%</b>	<b>(82,264)</b>	<b>(45,725)</b>	<b>(36,444)</b>	<b>(37,423)</b>	<b>(26,220)</b>
Surplus / (Deficit)	\$ 1,354,282	\$ 1,325,456	\$ 28,826	2.17%	\$ 1,025	\$ 1,363,348	\$ 1,325,744	\$ 1,262,277	
<b>Beginning Fund Balance</b>	\$ 743,941	\$ 743,941	\$ -						
<b>Ending Fund Balance</b>	\$ 2,098,223	\$ 2,069,397	\$ 28,826						

2016 Financial Planning Management Summary\* - Qtr 1

\* 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							Percentage of Total	Governmental Pass Through Funds Special Revenue Funds			
	General Fund 2015	Vehicle Acquisition 2015	Debt Service Fund 2015	Capital Projects 2015	Parking Services 2015	Water/Sewer 2015	Cable 2015	TCC 2015	VCA 2015	Non-major Funds Child Development/Housing Authority 2015	Total		Tourism 2015	Historical Museum 2,015	Gondola 2015	Grand Total
<b>Inflows</b>																
Revenues	\$ 3,740,712	\$ -	\$ 36,539	\$ -	\$ 83,998	\$ 563,349	\$ 459,367	\$ -	\$ 593,550	\$ 145,226	\$ 5,622,741	\$ 1,186,597	39,333	\$ 1,392,091	\$ 8,240,762	
<b>Debt Service Income</b>																
Property Tax (Income)	-	-	-	-	121,297	804,520	-	465,384	-	-	1,391,201	-	-	-	1,391,201	
Other Income	-	-	-	-	23	156	-	90	18	-	287	-	-	-	287	
<b>Total Debt Service Income</b>	-	-	-	-	121,320	804,676	-	465,474	18	-	1,391,488	-	-	-	1,391,488	
<b>Inflow Subtotal (Revenues)</b>	<b>3,740,712</b>	<b>-</b>	<b>36,539</b>	<b>-</b>	<b>205,318</b>	<b>1,368,025</b>	<b>459,367</b>	<b>465,474</b>	<b>593,568</b>	<b>145,226</b>	<b>7,014,229</b>	<b>1,186,597</b>	<b>39,333</b>	<b>1,392,091</b>	<b>9,632,250</b>	
<b>Other Sources and Uses (Inflows)</b>																
Interfund Transfers In	164,141	67,324	-	7,257	12,425	-	-	49,120	-	197,581	497,848	-	-	-	497,848	
Tap Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Sale of Assets	4,822	-	-	-	-	-	-	-	-	-	4,822	-	-	3,350	8,172	
<b>Other Sources and Uses (Inflows) Total</b>	<b>168,962</b>	<b>67,324</b>	<b>-</b>	<b>7,257</b>	<b>12,425</b>	<b>-</b>	<b>-</b>	<b>49,120</b>	<b>-</b>	<b>197,581</b>	<b>502,669</b>	<b>-</b>	<b>-</b>	<b>3,350</b>	<b>506,019</b>	
<b>Total Inflows</b>	<b>3,909,674</b>	<b>67,324</b>	<b>36,539</b>	<b>7,257</b>	<b>217,743</b>	<b>1,368,025</b>	<b>459,367</b>	<b>514,594</b>	<b>593,568</b>	<b>342,807</b>	<b>7,516,898</b>	<b>1,186,597</b>	<b>39,333</b>	<b>1,395,441</b>	<b>10,138,270</b>	
<b>Outflows</b>																
<b>Operating Expense</b>																
Cable, Phone, and Internet Service Delivery Costs	-	-	-	-	-	-	255,100	-	-	-	255,100	7.83%	-	-	255,100	
Consulting, Professional Services, & Comp Plan	16,232	-	-	-	-	-	-	-	28,953	441	45,626	1.40%	-	-	47,090	
Dues, Fees, and Licenses	21,738	-	-	-	-	1,153	240	24,120	26,184	-	73,435	2.25%	-	1,464	81,386	
Environmental Projects	278	-	-	-	-	-	-	-	-	-	278	0.01%	-	-	278	
Equipment and Vehicle Maintenance	38,105	-	-	-	-	2,692	1,378	-	3,610	-	45,785	1.41%	-	1,043	46,828	
Fuel (Vehicles)	21,217	-	-	-	87	1,392	540	-	577	-	23,813	0.73%	-	918	24,731	
Funding Support to Other Agencies	16,000	-	-	-	-	-	1,250	-	-	54,822	72,072	2.21%	560,212	38,546	670,830	
Government Buildings and Facility Expense	9,626	-	-	-	30,520	396	534	-	-	28,712	69,788	2.14%	-	9,413	79,201	
Information Technology	69,015	-	-	-	4,466	93	13,534	-	6,072	-	93,180	2.86%	-	827	94,007	
Legal Services	145,290	-	-	-	-	-	-	-	-	-	145,290	4.46%	-	1,166	146,456	
Marketing, Public Communications, and Regional Promotion	64,882	-	-	-	-	-	-	25,000	-	-	89,882	2.76%	615,858	-	705,740	
Other Expenses	77,273	-	-	-	4,083	-	-	-	5,352	991	87,699	2.69%	-	15,616	103,315	
Personnel Expense	1,112,871	-	-	-	34,133	107,971	83,313	-	103,828	111,161	1,553,277	47.68%	-	69,398	1,622,676	
Property Insurance	95,918	-	-	-	-	15,506	3,457	-	57,256	-	172,137	5.28%	-	34,659	206,796	
Road, Bridge, and Parking Lot Paving, Striping, and Repair	21	-	-	-	1,170	-	-	-	-	-	1,191	0.04%	-	-	1,191	
Supplies, Parts and Materials	36,438	-	-	-	3,865	4,431	9,146	-	11,873	1,191	66,944	2.05%	-	73,619	140,563	
Travel, Education, and Conferences	10,158	-	-	-	-	235	556	-	-	1,206	12,155	0.37%	-	422	12,577	
Utilities-W/S, Electric, Natural Gas, Internet, Phone Services	196,139	-	-	-	6,216	68,050	7,006	-	106,362	2,670	386,443	11.86%	-	111,091	497,534	
Water/Sewer Service Delivery	-	-	-	-	-	63,698	-	-	-	-	63,698	1.96%	-	-	63,698	
<b>Total Expense</b>	<b>1,931,201</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>84,540</b>	<b>265,617</b>	<b>376,054</b>	<b>49,120</b>	<b>350,066</b>	<b>201,194</b>	<b>3,257,792</b>	<b>100.00%</b>	<b>1,176,070</b>	<b>39,333</b>	<b>326,800</b>	<b>4,799,996</b>
<b>Capital - MR&amp;R</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,257</b>	<b>4,800</b>	<b>71,358</b>	<b>30,991</b>	<b>-</b>	<b>18,231</b>	<b>-</b>	<b>132,637</b>	<b>-</b>	<b>-</b>	<b>430,619</b>	<b>563,256</b>	
<b>Debt Service Expense</b>																
Principal/Interest	-	-	-	-	-	-	-	-	104,303	-	104,303	-	-	-	104,303	
Other Admin Fees	-	-	-	-	3,661	24,282	-	14,046	85	-	42,075	-	-	-	42,075	
<b>Total Debt Service Costs</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,661</b>	<b>24,282</b>	<b>-</b>	<b>14,046</b>	<b>104,388</b>	<b>-</b>	<b>146,378</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>146,378</b>	
<b>Outflows (Expenses) Subtotal</b>	<b>1,931,201</b>	<b>-</b>	<b>-</b>	<b>7,257</b>	<b>93,001</b>	<b>361,257</b>	<b>407,045</b>	<b>63,166</b>	<b>472,685</b>	<b>201,194</b>	<b>3,536,807</b>	<b>1,176,070</b>	<b>39,333</b>	<b>757,419</b>	<b>5,509,630</b>	
<b>Other Sources and Uses (Outflows)</b>																
Interfund Transfers Out	333,707	-	36,539	-	7,083	34,364	31,799	-	27,154	3,241	473,887	10,527	-	13,434	497,848	
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Other Sources and Uses Total (Outflows)</b>	<b>333,707</b>	<b>-</b>	<b>36,539</b>	<b>-</b>	<b>7,083</b>	<b>34,364</b>	<b>31,799</b>	<b>-</b>	<b>27,154</b>	<b>3,241</b>	<b>473,887</b>	<b>10,527</b>	<b>-</b>	<b>13,434</b>	<b>497,848</b>	
<b>Total Outflows</b>	<b>2,264,908</b>	<b>-</b>	<b>36,539</b>	<b>7,257</b>	<b>100,084</b>	<b>395,621</b>	<b>438,844</b>	<b>63,166</b>	<b>499,839</b>	<b>204,435</b>	<b>4,010,693</b>	<b>1,186,597</b>	<b>39,333</b>	<b>770,853</b>	<b>6,007,478</b>	
<b>Net Budget Surplus (Deficit)</b>	<b>1,644,766</b>	<b>67,324</b>	<b>-</b>	<b>-</b>	<b>117,659</b>	<b>972,404</b>	<b>20,523</b>	<b>451,428</b>	<b>93,729</b>	<b>138,372</b>	<b>3,506,205</b>	<b>-</b>	<b>-</b>	<b>624,588</b>	<b>4,130,792</b>	
<b>Total Beginning Fund Balance - Governmental Funds Only</b>	<b>7,111,942</b>	<b>59,908</b>	<b>750,646</b>	<b>32,030</b>							<b>7,954,525</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,954,525</b>	
<b>Total Ending Fund Balance - Governmental Funds Only</b>	<b>\$ 8,756,708</b>	<b>\$ 127,232</b>	<b>\$ 750,646</b>	<b>\$ 32,030</b>							<b>\$ 9,666,615</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 624,588</b>	<b>\$ 10,291,203</b>	
<b>Outstanding Debt (end of year)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,630,000</b>	<b>\$ 3,330,000</b>	<b>\$ -</b>	<b>\$ 1,930,000</b>	<b>\$ 13,000,221</b>	<b>\$ -</b>	<b>\$ 25,890,221</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,485,000</b>	<b>\$ 28,375,221</b>	

**Telluride Gay Ski Week, LLC**  
**Profit & Loss**  
 November 2015 through April 2016

Nov '15 - Apr 16

<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Event Ticket Sales	39,145.96
Event Table Sales	10,200.00
Event Shwag Sales	1,826.79
Sponsorship Income	59,114.00
Sales Tax Vendor Fee Income	4.11
Consignment Sales	0.00
Miscellaneous Income	3.22
<b>Total Income</b>	<b>110,294.08</b>
<b>Expense</b>	
Accounting/Tax Prep	177.50
Administrative	520.00
<b>Advertising and Promotion</b>	
A-Frames	484.04
Coasters	149.80
Banners	1,836.75
Business Cards	155.75
Domain names / web hosting	154.41
Launch Party	720.99
Lip Balm	1,243.31
Logo	2,519.08
Name Tags	85.82
Notecards	60.03
Newspapers	151.20
Posters	266.20
Shwag	5,929.90
Stickers	523.75
TGSW app	299.00
Website	2,000.00
Advertising and Promotion - Other	3,341.56
<b>Total Advertising and Promotion</b>	<b>19,921.59</b>
Bank Service Charges	52.08
Bookkeeping	2,641.50
Dues and Fees	66.00
<b>Event Expense</b>	
Catering/Bar	4,518.90
Credit Card Processing Fees	1,268.81
Donations	1,500.00
Door Bank	0.00
Entertainment	28,350.00
Entertainment Riders	1,262.04
Event Planning	11,400.00
Event Staffing	4,369.40

10:30 AM

05/11/16

Accrual Basis

**Telluride Gay Ski Week, LLC**  
**Profit & Loss**  
November 2015 through April 2016

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	Nov '15 - Apr 16
Flags	798.51
Furniture	495.00
Insurance Expense	320.00
Labor	150.00
Lighting	1,610.00
Photography	1,725.00
Rentals	3,538.05
Security	840.00
Sound	9,666.60
Tickets	175.60
Tips	1,396.00
Travel - Ground Transportation	399.00
Travel - Lodging	435.00
Travel - Transportation	2,759.69
Venue	3,200.00
Event Expense - Other	100.00
<b>Total Event Expense</b>	<b>80,277.60</b>
Late Fees	11.00
Legal	3,454.50
Licenses & Permits	220.00
Meals and Entertainment	300.16
Office Supplies	36.77
Printing and Reproduction	168.17
Supplies	178.60
<b>Total Expense</b>	<b>108,025.47</b>
<b>Net Ordinary Income</b>	<b>2,268.61</b>
<b>Net Income</b>	<b><u>2,268.61</u></b>



February 20 - 27, 2016

ESTIMATED ADDITIONAL MARKET IMPACT

Total Event Days: 8	21 Main Events (7 ticketed*, 14 gratis)
Registered guests: 2840	33 Total # of events (per Schedule of Events)
	5 Addtl Pop-up events (approx 60 attendees)

Main Events	Venue	# of attendees	Estimated additional Revenue generated in local market @\$50/person
Morning Hospitality - 8 days/\$20 pp	Arroyo	40	\$6,400
Gus Kenworthy	Gorrono	1200	\$60,000
Opening Night	Arroyo	100	\$5,000
* Night Club w/ DJ Kenney	La Marmotte	175	\$8,750
* Pool Party	Hotel Madeline	150	\$7,500
Moet Monday	Bon Vivant	120	\$6,000
Tomboy Bloodies	Tomboy Tavern	60	\$3,000
Apres Ski	Black Iron	225	\$11,250
Ladies Cocktail Reception	Hotel Madeline	50	\$2,500
* Karaoke with Shawn Colvin	M Club	150	\$7,500
* White Party	Honga's	196	\$9,800
* Sandra Bernhard	Nugget Theater	165	-
* Farewell Brunch	221 S Oak	48	\$2,400
* DJ Ruckus - event shared with TAB	Sheridan Opera House	329	\$16,450
TAB - donations	cash and ticket package		\$2,000
TAB - donations	280 comps - benefit of TAB		\$9,800
		3008	\$158,350

TELLURIDE SKI RESORT SKIER REPORT		
Gay Ski Week 2 Day Lift Ticket	16	\$2,688
Gay Ski Week 3 Day Lift Ticket	32	\$7,488
Gay Ski Week 4 Day Lift Ticket	18	\$5,616
Gay Ski Week 5 Day Lift Ticket	11	\$4,180
Gay Ski Week 6 Day Lift Ticket	17	\$7,140
Gay Ski Week 7 Day Lift Ticket	5	\$2,170
TGSW Card	51	\$4,335
TGSW Card DTL Uses	72	\$7,056
<b>Lift Ticket Totals</b>	<b>222</b>	<b>\$40,673</b>
<b>Total Possible Skier Visits</b>	<b>515</b>	



February 20 - 27, 2016

ESTIMATED ADDITIONAL MARKET IMPACT

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NOTES

85% - 90% of attendees were first time visitors to Telluride, per our online post event survey.

TGSW donated \$1500 to Telluride AIDS Benefit plus 280 comps for models to the TGSW events.

TGSW generated estimated extra income throughout the Towns of Telluride and Mtn. Village.

TGSW hired 36 locals for event planning, staffing, entertainment and production .

Venues for main events equally split between Telluride and Mtn. Village (7 at each).

Each event broke even.

Hotels: Camels Garden, Sheridan, Hotel Madeline, plus 4 lodging companies were promoted

Media: Bravo, Sirius, KVNF, KOTO, Denver Post, Durango Herald, Daily Planet

Locals hired

2 Event Planning

20 Staff/Security

4 Entertainment

4 Production

6 Others

36



To: Mountain Village Town Council  
From: Finn Kjome, Director of Public Works  
Re: Research on Potential Back-up Generators for Town Facilities  
Date: May 12, 2016

With the recent extended power outage this winter, Town Council directed staff to look into the possibility of backup power generators for important Town facilities. Three facilities were looked at for backup generation for this discussion: Town Hall including the Market, the Town Maintenance Facility (shop) and the Municipal Building.

1. Town Hall

The Town Hall has been recognized as an ideal location as an Emergency Operations Center (EOC). Several exercises have been held at this facility over the last few years proving this is a viable site for a EOC in the event of a regional disaster. In this review the entire building was anticipated to be backed up. As experienced in the last power outage a functioning Market is just as important to the community as the Town Hall space is.

The Town Hall is serviced by a 400 amp 3 phase power service. This equates to a 330kW backup generator at this altitude. Only a natural gas fueled generator was evaluated as the most dependable cleanest source of fuel. The cost of a generator of this size is running in the \$150,000 range. I have attached a quote as exhibit #1 for your review. Three site options around Town Hall were evaluated as spaces to build a generator building, shown in exhibit #2. These sites are only shown as example for costing purposes and should not be considered the only sites or the best site. With a master plan currently under way further review will be necessary. Budget costs are for complete installation including a generator, building to house the generator and all utilities and switch gear.

Option A West Side of Gondola building Budget cost \$305,000

Option B South side of parking lot Budget cost \$340,000

Option C Between lift 10 lift line and Mountain Village Blvd. Lot 1007 Budget cost \$200,000

In analyzing the Town Hall for backup generation it has been become apparent that upgrades to the infrastructure of Black Hills Energy will be necessary to provide natural gas for this generator. Black Hills Energy has indicated that the Town Hall subarea is currently at max capacity without an upgrade.

2. Shop

The Town Maintenance Shop has been recognized as a high priority for backup generation not only for Town functions but as a potential fueling station in a regional disaster situation. Currently there is a backup generator for Broadband only at this location.

The Shop is serviced by a 200 amp 3phase power service. This equates to a 200kW backup generator at this altitude. The cost of a natural gas fired generator of this size is running in the \$105,000 range. I have attached a quote as exhibit #3 for your review. Another possibility for this site is to repurpose an existing generator from the Gondola. The Gondola has budgeted to upgrade its backup generator which may make the existing generator available. Jim Loebe has been consulted on this option but indicates it's too early in the process to know for sure the generator will be available. Only one site was looked at for the generator location see Exhibit #4.

Option A New natural gas fired generator Budget cost \$130,000

Option B Repurposed Gondola diesel fired generator Budget cost \$25,000

### 3 Municipal Building

The Municipal Building was built with backup generation in mind. There is an existing natural gas fired generator that currently provides power to the Mountain Village Police Dept. as well as some primary functions such as heat for the building. At time of construction two additional plug-in outlets were wired in for remote generators to be brought in for backup power. These remote generators could provide power to the 3<sup>rd</sup> floor conference room area and the Fire Dept. bays. At this time staff does not feel there is a need for an additional generator so no costs have been researched. Instead the Town and the Fire Dept. plan on testing the plug-in outlet circuits to prove they will be reliable if need in the future.



# ROCKY MOUNTAIN STANDBY POWER

A Division of EmTech Inc  
PO Box 1805, 2295 Tallgrass Drive  
Grand Junction, CO 81502 (81505)

Phone: 970-244-0960 \* Fax: 970-243-8272 \* Email: [standbypower@em-techinc.com](mailto:standbypower@em-techinc.com)

February 23, 2016

Mountain Village Metro District  
411 Mountain Village Blvd 2nd Floor  
Mountain Village CO 81435

Attn: Bob Haining  
Email: [rhaining@mtnvillage.org](mailto:rhaining@mtnvillage.org)

Reference: RFQ Natural Gas Backup Generators & Automatic Transfer Switches

Bob,

We thank you for allowing our organization the opportunity to quote the above referenced generators and automatic transfer switches. Should you have any questions or require additional information, please feel free to contact this office at your earliest convenience.

<b>Proposal #1</b>	Qty. 1 ea.	New Aksa Natural Gas Generator MN APD-NG425, 330kW at 9500 ft altitude Sound attenuated Level 1 Steel enclosure UL2200 Listed, PSI-Doosan 21.9LHO Natural Gas Engine Stamford HCI434F Alternator DSE7320 Controller, 3P/1600A Breaker Battery blanket heater, Oil pan heater Battery, Battery charger, Battery cables Jacket water heater
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For a price of ... **\$148,500.00**

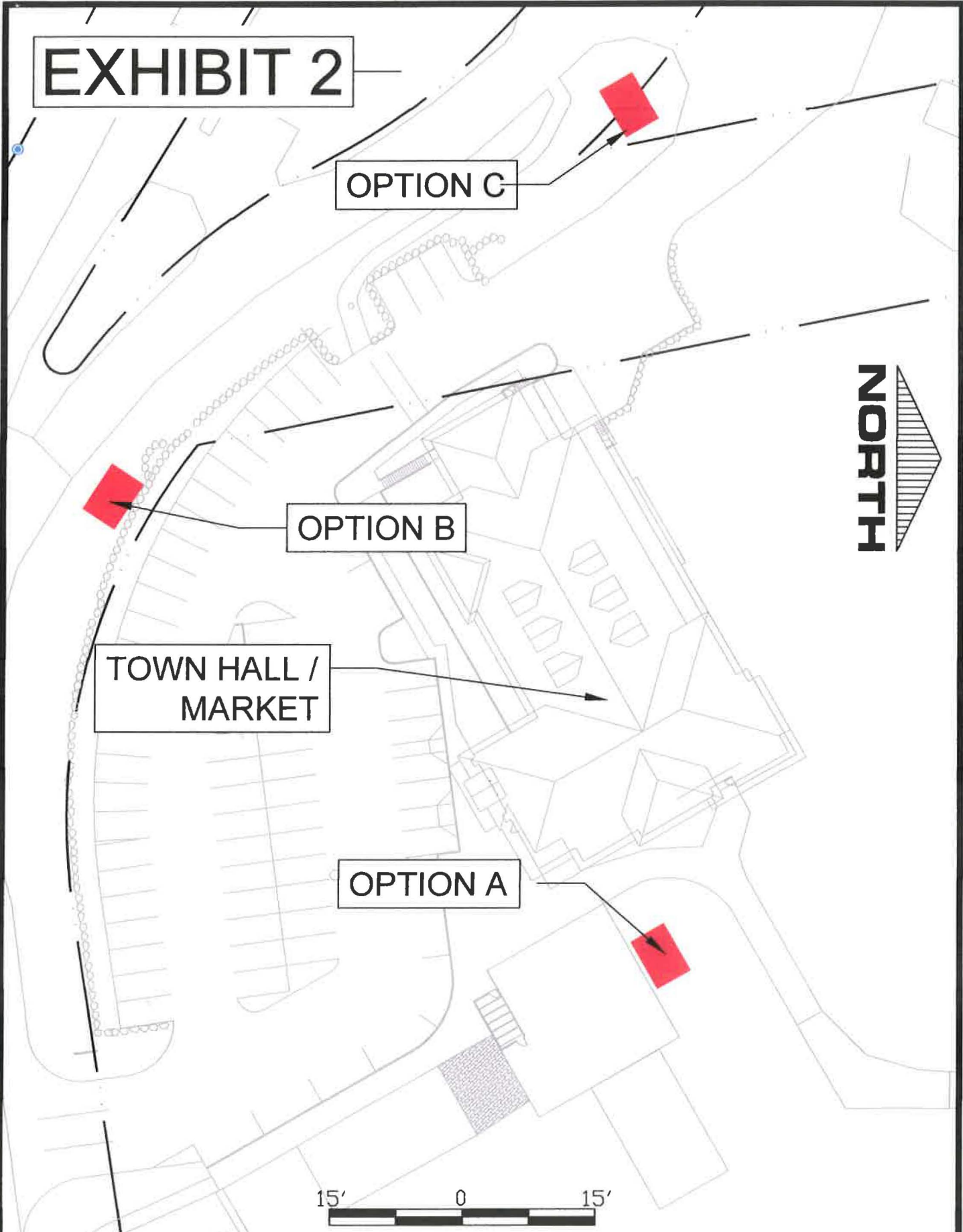
Availability: Approximately 16 weeks to ship  
Freight and tax not included in pricing

<b>Option</b>	Qty. 1 ea.	New ASCO Power Technologies Series 3ATS Automatic Transfer Switch Cat# G03ATSA31600CG0C 1C-UL Type 1 Enclosure
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For a price of ... **\$10,176.50**

Availability: 5 weeks after approval to manufacture  
Freight and tax not included in pricing

# EXHIBIT 2



TOWN HALL /  
MARKET

OPTION C

OPTION B

OPTION A



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

Town Hall  
Proposed Generator Sites



Town of Mountain Village  
Geographical Information System  
& CAD Design Office  
411 Mountain Village Blvd  
Mountain Village, CO 81435  
ph (970) 396-8201  
Rcheroske@mtnvillage.org

1" = 50'  
5-12-16



# ROCKY MOUNTAIN STANDBY POWER

A Division of EmTech Inc  
PO Box 1805, 2295 Tallgrass Drive  
Grand Junction, CO 81502 (81505)

Phone: 970-244-0960 \* Fax: 970-243-8272 \* Email: standbypower@em-techinc.com

**Proposal #2**

Qty. 1ea.

New Aksa Natural Gas Generator  
MN APD-NG300, 200kW at 9500 ft altitude  
Sound attenuated Level 1 Steel enclosure  
UL2200 Listed, PSI-Doosan 14.6LHO Natural Gas Engine  
Stamford HCI434D Alternator  
DSE7320 Controller, 3P/1200A Breaker  
Battery blanket heater, Oil pan heater  
Battery, Battery charger, Battery cables  
Jacket water heater

For a price of ... **\$105,250.00**

Availability: Approximately 16 weeks to ship  
Freight and tax not included in pricing

**Option**

Qty. 1ea.

New ASCO Power Technologies  
Series 3ATS Automatic Transfer Switch  
Cat# H03ATSA31200CG0C  
1C-UL Type 1 Enclosure

For a price of ... **\$7,253.00**

Availability: 5 weeks after approval to manufacture  
Freight and tax not included in pricing

Sincerely,

Michael P Anton  
Cc: Larry Hagerman / Jeff Browning

# EXHIBIT 4

37 m est. diah

5 m establi diah

MAITENANCE FACILITY

GENERATOR SITE

2 STORY METAL & WOOD BLDG  
FINISH FLOOR 1= 115.93'  
FINISH FLOOR 2= 127.79'

SHED

SHED

STORAGE TANKS



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

Maitenance Facility  
Proposed Generator Sites



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

1" = 50'  
5-12-16



To: Honorable Mayor Jansen and Mountain Village Town Council  
From: Jim Loebe, Transit & Recreation Director  
Date: May 6, 2016  
Re: Transit & Recreation Semi-Annual Report

The Transit Department currently is comprised of four functions with budgets in the Gondola Fund, General Fund, and Parking Services Fund:

1. Gondola Operations & Maintenance
2. Municipal Bus services
3. Commuter Shuttle program
4. Parking Services

The Transportation Department management team includes:

- Larry Forsythe, Gondola Maintenance Manager
- Rob Johnson, Transit Operations Manager (Gondola Ops, Municipal Bus, Commuter Shuttles and Parking)

The Parks & Recreation Department operates within the General Fund and is staffed by four full time year round employees and 2.25 FTE seasonal employees.

## Town of Mountain Village

### GONDOLA OPERATIONS & MAINTENANCE

#### Winter Season 2015-16

#### VISION

To make every guest's experience as unique and unparalleled as the services we provide so they want to return. Our mission is: ride by ride, courteous, friendly, safe, and reliable transportation to meet the needs of the community. Undertake a comprehensive maintenance program to ensure the highest degree of safety and reliability for system users and employees.

#### DEPARTMENT GOALS

1. Keep gondola downtime to a minimum through training and teamwork.
2. Safely transport all guests and employees by attending to every cabin and every guest.
3. Provide excellent guest services by interacting with every guest in a professional manner.
4. Control costs by performing routine audits of the department's financial performance.
5. Provide a clean, trash free environment at the gondola terminals.
6. Keep up with all mandated maintenance procedures and inspections in order to be in compliance with all applicable rules and regulations.

#### PERFORMANCE MEASUREMENTS

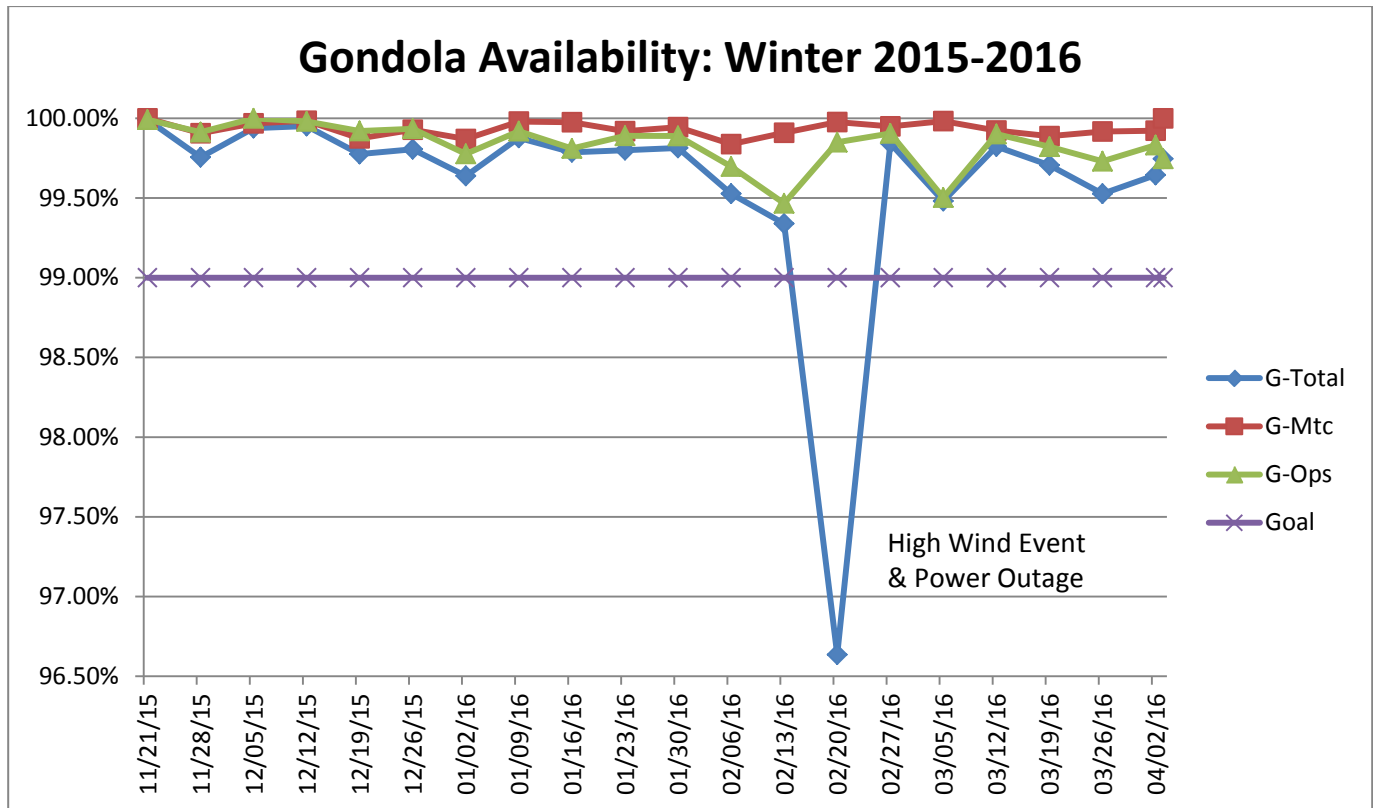
- 1a. Operations availability: SUMMER > 99.67% and WINTER > 99.75% of operating hours.
- 1b. Maintenance related availability > 99.75% of operating hours.
- 1c. Total gondola availability > 99.0% of operating hours (includes weather and power outage events)
- 2a. The number of riders are tallied and the data is tracked and reported.
- 2b. There are no (0) passenger injuries from operating incidents.
- 2c. There are no (0) employee injuries from operating incidents.
3. Customer satisfaction: score above 4.0 rating on customer surveys.
4. The department operates at or below budget.
5. Provide > 36 man-hours per year labor allocated to trash and litter pick-up at the terminals.
6. CPTSB Inspection Results and Reporting Requirements: Licenses received and maintained in good standing and zero (0) late or failure to report incidents.

#### PERFORMANCE REPORT

- 1a. Operations Availability: The Gondola Operations department met the 99.75% WINTER availability goal 16 of the 21 operating weeks during the winter season, with an overall achievement of 99.83%.
- 1b. Maintenance Availability: The Gondola Maintenance department met the 99.75% WINTER availability goal 21 of the 21 operating weeks during the winter season, with an overall achievement of 99.93%.
- 1c. Overall Gondola Availability: Total gondola availability exceeded the 99.0% availability goal (including operations, maintenance, weather and SMPA related downtime) 20 of the 21 operating weeks, with an overall achievement of 99.57% for the winter season. A power outage occurred February 13, 2016. The Gondola had power at its drive stations and was not affected. On February 14, 2016, Section 3 was powered down for six hours



to assist San Miguel Power Association with re-energizing the local grid. A significant high wind event occurred February 18, 2016 resulting in all sections of the Gondola shutting down for approximately four hours.

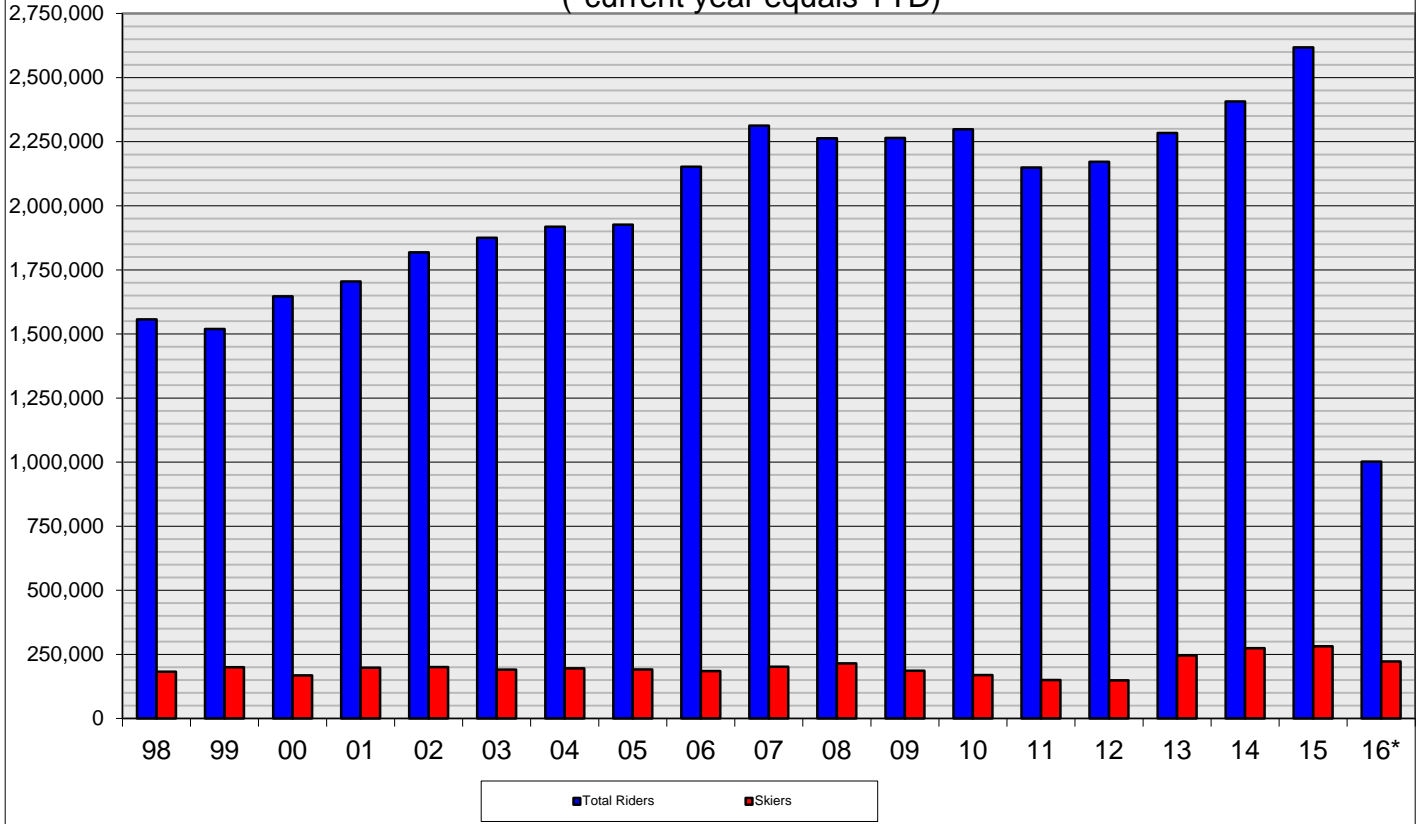


2a. Ridership: Gondola 2015-16 winter season ridership was up by 7.1% over the previous winter season. Total passengers for 2015 numbered 2,617,642 resulting in the second record year in a row. Chondola ridership decreased slightly and skier usage was essentially flat.

	Winter 2015/16	Winter 2014/15	DIFF	YTD %
Gondola Total	1,353,740	1,263,810	89,930	7.1%
Skier use	288,081	285,395	2,686	.01%
Chondola	120,410	122,258	(1,848)	(0.2%)

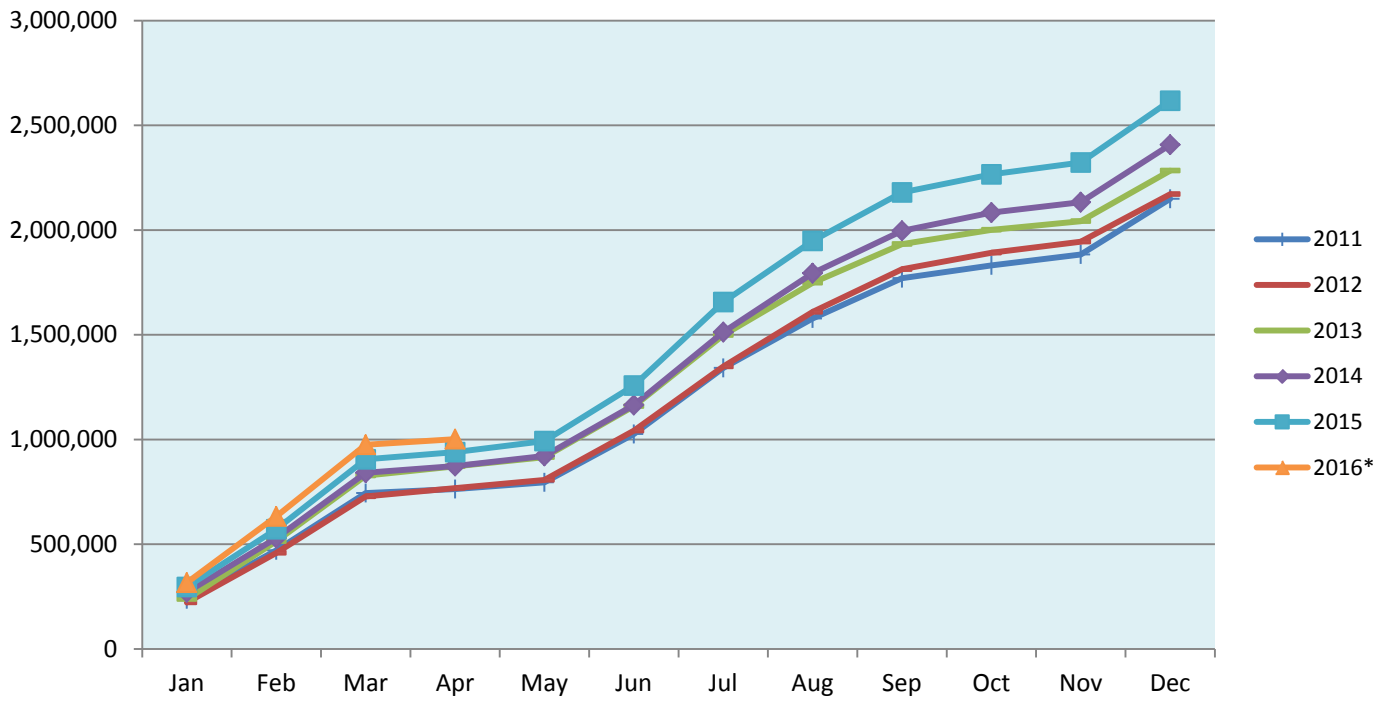
## ANNUAL GONDOLA RIDERSHIP

(\*current year equals YTD)

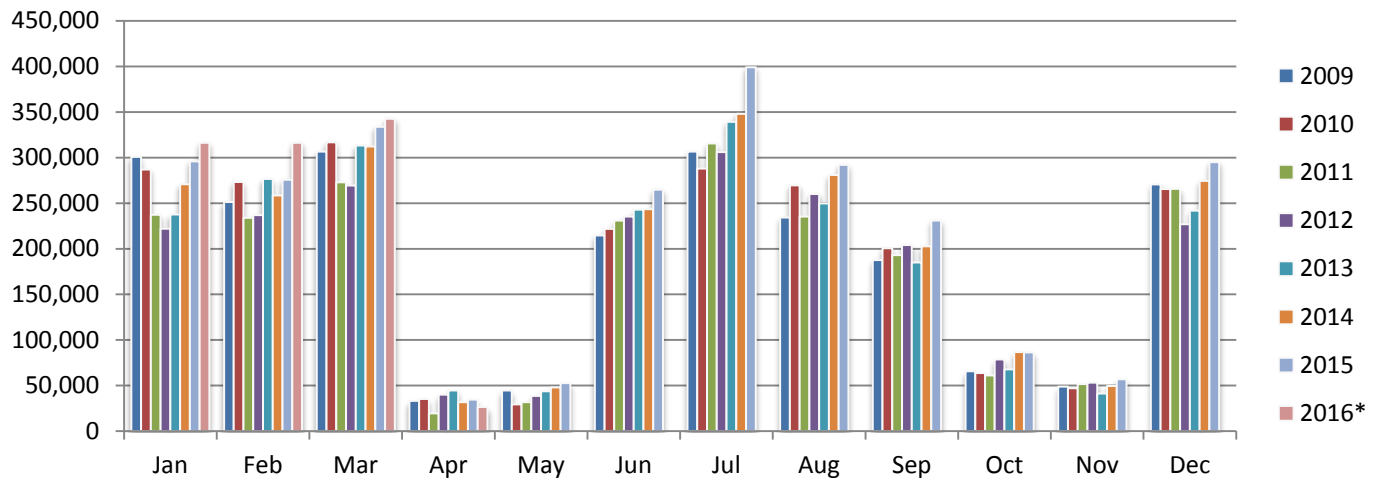


## Cumulative Gondola Ridership Comparisons

(\*current year equals YTD)

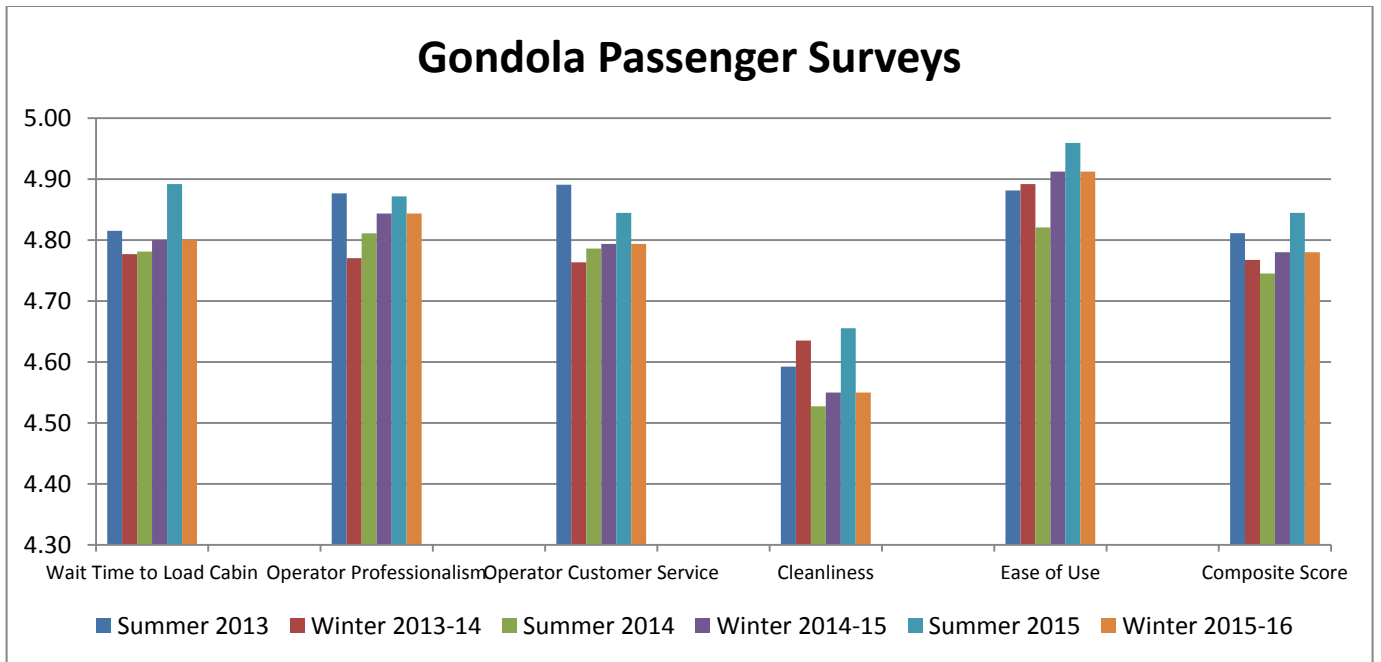


## MONTHLY GONDOLA RIDERSHIP (\*current year equals YTD)



- 2b. Passenger injuries: There were zero (0) passenger injuries during the winter season.
- 2c. Employee injuries: Gondola Operations incurred three workman’s compensation claims that resulted in an expense to the Town of Mountain Village during the winter season. Gondola Maintenance incurred one worker’s compensation claim this winter that resulted in an expense to the Town.
- 3. Customer satisfaction: The gondola received a composite score of 4.76 on the 2015-2016 Gondola Passenger Survey.

GONDOLA RIDER SURVEYS	Winter 15/16 Visitors	Winter 15/16 Residents	Winter 15/16 Total
Wait time to load cabin	4.79	4.68	4.73
Operator professionalism	4.88	4.81	4.85
Operator customer service	4.85	4.76	4.80
Cabin cleanliness	4.56	4.51	4.54
Ease of use	4.94	4.84	4.89
<b>TOTAL</b>	<b>4.81</b>	<b>4.72</b>	<b>4.76</b>



4. **Budget:** The Gondola Fund ended 2015 under budget for total expenses. YTD (4/30/16), the Gondola Fund expenses are tracking under budget.
5. **Terminal Clean-up:** Gondola Operations allocated 13.5 man-hours to terminal cleanup during the winter season; the department is on track to meet or exceed the 36 man-hour goal for FY-2016.
6. **CPTSB Compliance:** All required licenses have been received and maintained in good standing and there have been zero (0) instances of late or failure to report incidents.

#### CUSTOMER CONTACTS:

- Compliments – “It’s so nice the G is running again.” “I like the new floors. They look great.” “Cool. Blankets. I thought they were going away.” “Your team is doing an excellent job.” “The Christmas lights are cool.” “Your transportation system is excellent. It is seamless.” “Your staff is helpful and very friendly.”

A gondola operator enforced the policy of not letting a strange adult ride with young children; the operator did not know the “strange adult” was the father who texted our Maintenance Manager his appreciation of the policy and complimented the operator on doing a great job.

During the winter the gondola was reviewed 151 times on Trip Advisor. The Trip Advisor posts rate a service on a scale from one to five with one being terrible and five being excellent. The gondola received 139 posts rating it a five, 12 posts rating it a four, and one post rating it a three. Representative posts include, “What more could you ask for? Easy on and easy off. Attendants are friendly. A lovely view day or night...we very much enjoyed the ride;” This is a wonderful treat for the entire family. It is free to ride and a great way to see the vast beauty of Telluride. There is friendly staff at every stop to answer questions and give directions or suggestions for local activities. This is the number one thing on your list when visiting Telluride;” “Runs frequently and efficiently. Perfect way to get to the mountain! The cars are spacious and comfortable. The views spectacular;” “Once you land in Telluride or the Mountain Village, you really don't need a car. This was so handy to get around, and it runs really late, too.”

- Complaints – “The new floors in the terminals are very slick.” “Some of the cabins smell like ganja.” “Why can’t we drink on the gondola? It’s not hurting anybody.” “There should be a locals’ line.” “I’m with the ski club and I’m a local. We can go outside (Angle) before the mountain opens. I know how things work around here.” “We want our own cabin.” “I have been appalled by the gondola guys and gals this year. No one has a second chance to make a first impression and they are the worst at courtesy and helpfulness. The other day I was on the short

Gondola with my 3 grandkids and 4 sets of skis. I couldn't unload all of this fast enough and the person at the Gondola saw the issue and never offered an assist. When I asked why he didn't help, he actually said, -not my job." "Just a quick note to share what I observed today (and on other occasions) while riding the gondola. It's always bothered me when people put their dirty feet or wet ski boots (and even greasy pizza boxes) on the seat across from where they're sitting on the gondola. They obviously aren't concerned that the next person has to sit on a wet, dirty, or greasy bench." The following was posted on Telluride Rants, "Operators should not tell passengers they cannot ride with young children or young women."

**COST PER RIDE:**

2015 ANNUAL COST PER PASSENGER TRIP

Cost per Ride:	# passenger trips	2015 O&M \$ /passenger Trip	2015 Fully Loaded \$ /passenger trip
Gondola Rider	2,617,642	\$1.25	\$1.53
Chondola Rider	122,086	\$3.69	-

*Gondola \$ /passenger trip = (G-Ops + G-Mtc + FGOC + MARRS) ÷ total riders..... [Capital & Major Repairs not included]*  
*Gondola Fully Loaded \$ /passenger trip = ( O&M costs + capital & major repairs 15-year amortized expenses) ÷ total riders*  
*Chondola \$ cabin passenger trip = (Chondola \$\$ x 2) ÷ total riders..... [Chondola costs split 50 /50 with TSG]*

**OTHER:**

- **Extended Gondola Hours:** The gondola operated for 8 extra hours on 5 days for New Year's Eve, a TCC event, and the Lifestylez Group during the winter season.
- **Operating Schedule:** The gondola closed for the winter season on April 3, 2016, concurrent with the closing of the Telluride Ski Area. The gondola is scheduled to reopen for the summer season on Thursday, May 26, 2016. Extended hour dates currently scheduled for the summer season include Mountain Film, Bluegrass, The Ride, Pretty Lights, Telluride Film Festival, and Blues & Brews (gondola and Meadows bus services are open to the public during all extended hour events).
- **Operator Recruitment & Retention:** Employee retention for the winter season was at 84%. Employee retention for the last winter season was also 84%. We were able to attract applicants in the early portion of the winter season. We experienced difficulty attracting applicants in the latter part of the season mainly due to the fact that it is hard to attract seasonal applicants to town in the second half of the season. The shortage of affordable housing compounds the problem.

## Town of Mountain Village

### MUNICIPAL BUS

**WINTER SEASON 2015-16: Nov 1 – Apr 30**

#### VISION

To make every guest's experience as unique as the services we provide so they want to return. Our mission is: ride by ride, courteous, friendly, safe, and reliable transportation to meet the needs of the community.

#### DEPARTMENT GOALS

1. Safely transport all guests and employees without incidents/accidents.
2. Provide excellent guest services by interacting with every guest in a professional manner.
3. Operate a fiscally responsible department through auditing, inventory management and scheduling management.
4. Provide a clean, trash free natural environment at the Meadows and Town Hall parking lots.

#### PERFORMANCE MEASUREMENTS

- 1a. Number of vehicle accidents: no vehicle accidents
- 1b. Number of worker's comp claim: no worker comp claims
- 2a. Number of rides: track ridership data
- 2b. Customer satisfaction: score above 4.0 on customer service surveys
- 2c. On-Time bus stop departures > 90.0%
3. The department operates at or below budget
4. Allocate > 12 man-hours per year to trash and litter pick-up at the Meadows and Town Hall parking lots

#### PERFORMANCE REPORT

1a. NUMBER OF VEHICLE ACCIDENTS: The municipal bus program had zero (0) vehicle accidents during the winter season.

1b. NUMBER OF WORKER'S COMP CLAIMS: The municipal bus program had zero (0) worker's comp claims during the winter season.

2a. RIDERSHIP DATA:

WINTER SEASON BUS RIDERSHIP: Nov 1 – Apr 30

	2015/16	2014/15	DIFF	% DIFF
Meadows Bus	1,266	1,199	67	5.6%%
Village Center	658	7	651	9,300.0%%
Telluride Loop*	6,595	6,141	454	7.4%
<b>TOTAL RIDERS</b>	<b>8,519</b>	<b>7,347</b>	<b>1,172</b>	<b>16.0%</b>

\* Telluride's Galloping Goose bus service also operated on the TMV – Telluride loop; Goose ridership data not included.

2b. **CUSTOMER SATISFACTION:** The most recent community survey was conducted in 2013. Supervisory staff conducts periodic rider surveys; rider surveys for winter 2015/16 received an overall score of 4.27.

**WINTER SEASON: Nov 1 – Apr 30**

MUNICIPAL BUS SURVEYS	Community Surveys		Summer 2014	Rider Winter 14/15	Surveys	
	2010	2013			Summer 2015	Winter 15/16
Timely, punctual service	4.0	3.98	3.35	4.07	4.79	4.12
Driver courtesy	4.1	4.07	3.66	4.74	4.79	4.41
Location of stops & routes	3.9	3.95	-	4.44	4.83	4.69
Driver skill			3.54	4.52	4.55	3.71
Vehicle cleanliness			3.11	3.85	4.83	4.43
Overall satisfaction			3.69	4.26	4.83	4.27
Composite Score	4.0	4.0	3.47	4.29	4.76	4.27

2c. **ON-TIME BUS DEPARTURES:** TMV bus service is scheduled to operate on the Telluride loop in the spring and fall shoulder seasons and the Meadows loop during the summer gondola operating season. The bus does not run during the winter months when the Chondola is open for public operations. The November on-time departure rate was 90.9%. The April on-time departure rate was 93.9%. The composite on-time departure rate for the period November 1 through April 30 was 92.1%.

3. **BUDGET:** FY-2015 bus expenses were under budget. YTD 2016 bus expenses are tracking under budget.

4. **CLEAN-UP:** The municipal bus crew spent 6.0 man-hours cleaning up trash and litter at the bus stops, Town Hall parking lot and Meadows parking lot during the winter season; this puts the department on track to meet or exceed the 12 man-hour goal for FY-2016.

**CUSTOMER CONTACTS:**

- **Compliments:** “It’s really nice to have the bus during the offseason. I don’t know how I would get around without it.” “Your drivers are very nice.” “I love the service to Lawson. Too bad Lawson does not have service year round.” “Thanks for the great service.” “Thanks. Without the bus I would be stuck at Billie’s or hiking.” “The new buses are great. They are very roomy.”
- **Complaints:** “Please keep the dogs off the seats.” The buses should be cleaned more often.” “When the bus comes through the Meadows I can’t tell if it is going to the market or to Telluride. The other day I was headed up before I realized it.” Your schedules are hard to read. I don’t understand them.” “The bus was late the other day at Lawson which made me late for work.”

**OTHER TRANSIT NEWS:**

- The municipal bus service between Telluride and Mountain Village began on October 19, 2015 for the fall shoulder season and continued until the gondola opened on November 20<sup>th</sup>. The Meadows route service then operated until the Chondola opened for public operation on November 25<sup>th</sup>. The municipal bus began Telluride loop operations for the spring shoulder season on April 4, 2016.
- The Meadows bus will begin running for the summer season when the gondola opens on May 26<sup>th</sup>.
- The Town was awarded a grant to purchase a new bus in the summer of 2016.

# Town of Mountain Village

## COMMUTER SHUTTLE PROGRAM

### Winter Season Report: Nov 1, 2015 – April 30, 2016

#### Vision

It is the intent of the Town of Mountain Village to provide safe and reliable transportation for Town employees and the general public. The shuttle program was initially implemented for groups of three (3) or more Town employees who work similar shifts and who commute in similar directions from the same location or on the same general route. In an effort to offset costs associated with the program and as a result of the need for regional transit services, the program is also available to the public. This service is considered a significant privilege for those who are able to use it. This privilege is subsidized by the Town and is partially offset by a per-ride charge to the riders.

#### Department/Program Goals

1. Provide Town employees with a regional public transportation service that meets employees and town scheduling requirements.
2. Operate the Town commuter shuttle program to maximize cost effectiveness.
3. Emphasize driver training to provide safe commuter shuttle services.
4. Operate the commuter shuttle program within budget.

#### Performance Measures

1. Route and Ridership statistics: track ridership data.
2.
  - a. Percent of capacity utilization per route greater than 50%.
  - b. Cost per rider metrics less than the \$2.50 per rider Town subsidy.
3.
  - a. Driver training records: 100% driver training compliance
  - b. Vehicle accidents: No vehicle accidents.
4. Department year end expenditure totals do not exceed the adopted budget.

#### Performance Measure 1: Ridership

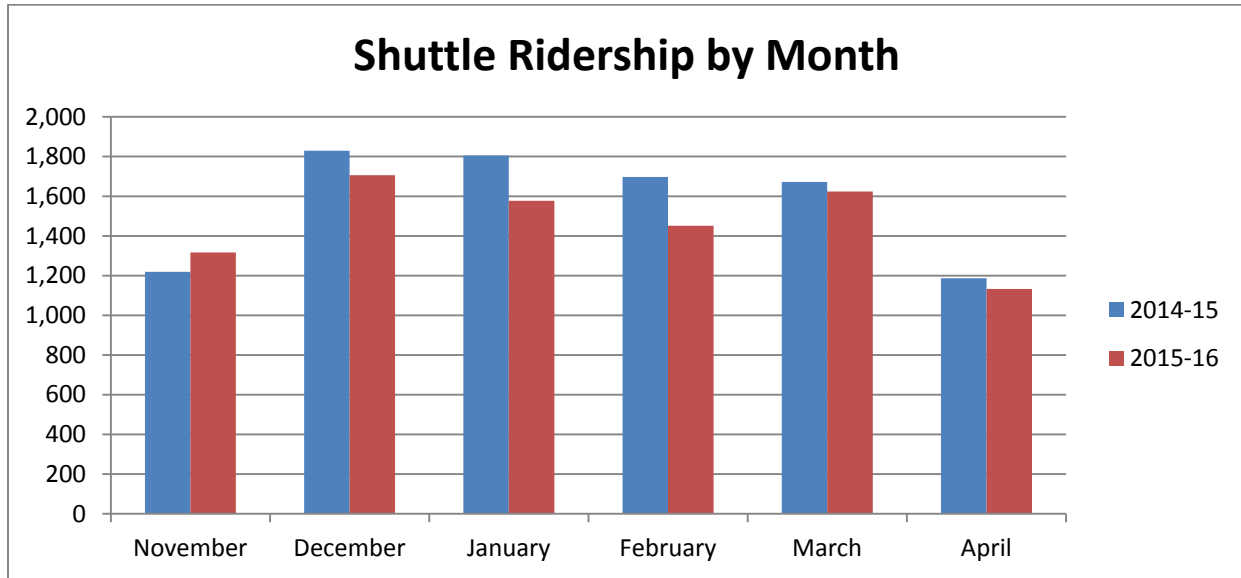
During the 2015-2016 winter season, the number of vehicle trips decreased by 9.05%, the number of seats available for passengers increased by 0.49%, and the number of passengers transported decreased by 6.39% compared to the 2014-2015 winter season. The decrease in vehicle trips and number of passengers transported can be attributed to less Town employees being hired that do not live in the local area and to lower fuel prices.

#### Commuter Shuttle Ridership

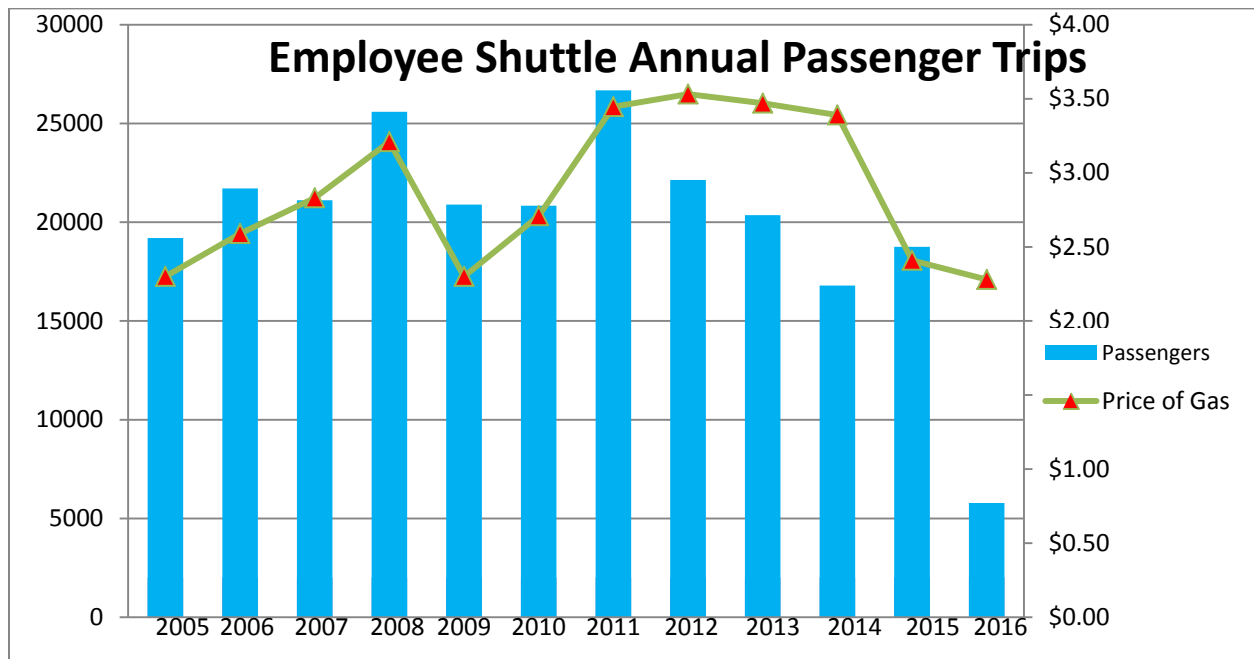
Period	# of Trips	# of Seats	# of Passengers	Utilization
Nov. 2014 – Apr. 2015	1,990	17,252	9,409	54.54%
Nov. 2015 – Apr. 2016	1,810	17,337	8,808	50.80%
Difference	-180	85	-601	-3.73%
% Difference	-9.05%	0.49%	-6.39%	-6.85%



### Shuttle Ridership by Month

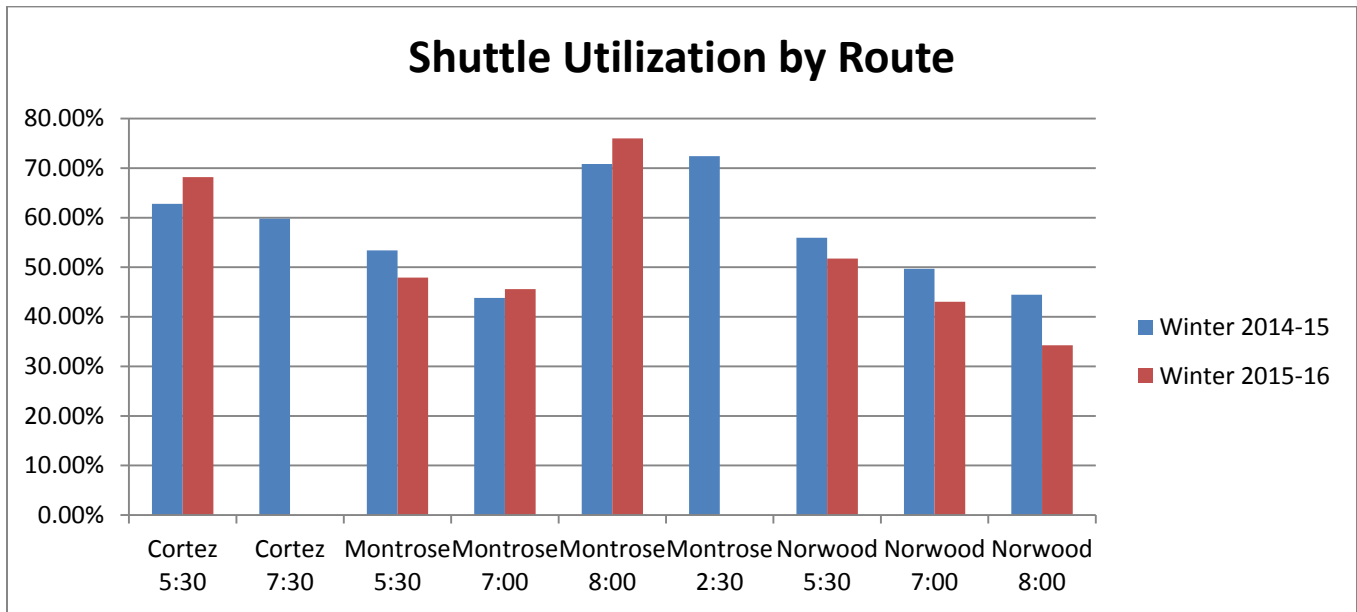


Shuttle ridership by month is impacted by several factors including number of Town employees living locally, the number of seasonal Town and public riders, and the cost of fuel. Other things being equal, higher gasoline costs equate to higher shuttle passenger numbers.



### Performance Measure 2a: Shuttle Utilization by Route

Overall shuttle utilization for the 2015-2016 winter season was 50.80% compared to overall shuttle utilization for the 2014-2015 winter season of 54.54%. Utilization dropped as a result of a 6.39% drop in shuttle riders.



#### **Performance Measure 2b: Cost Per Rider Subsidy**

The gross cost per passenger trip for the 2015-2016 winter season was \$2.68 (this analysis does not include vehicle depreciation or vehicle maintenance labor costs). After factoring in van rider revenues, TMV's gross subsidy comes to \$0.94 per passenger trip. TMVOA's contribution for Gondola employee ridership costs are based on the percentage of shuttle riders employed on the Gondola. Gondola employees were 21.46% of shuttle riders for the winter season. After TMVOA's contribution, TMV's net subsidy is \$0.74 per rider. Total cost per passenger trip for the 2014-15 winter season was \$3.17 and the net TMV subsidy per rider was \$1.04. The decrease in cost per passenger trip is the result of lower fuel prices.

COST PER RIDER	Nov-Dec 2015	Jan-Apr 2016	Winter Season Total
Expenditures	7,067	16,564	23,631
Van Rider Revenue	5,704	9,683	15,387
Net Expenses	1,363	6,881	8,244
Riders	3,023	5,785	8,808
Total Cost Per Passenger Trip	\$2.34	\$2.86	\$2.68
Gross TMV Subsidy/Rider	\$0.45	\$1.19	\$0.94
Net TMV Subsidy/Rider*	\$0.37	\$0.92	\$0.74

\*Net TMV subsidy is less TMVOA's contribution for 21.46% of total ridership.

#### **Performance Measure 3a: Training**

All new TMV employee shuttle participants who elect to drive are required to complete shuttle driver training prior to driving. Semi-annual refresher training is completed by all shuttle drivers. Training is typically completed before June 1 and December 1 of each year.

#### **Performance Measure 3b: Vehicle Accidents**

The shuttle program had one accident during the 2015-2016 winter season. The 7:00am Montrose shuttle hit a deer just outside Ridgeway on Highway 550.

#### **Performance Measure 4: Budget**

Total Commuter Shuttle expenses were under budget for fiscal year 2015 and are tracking under budget YTD for fiscal year 2016.

TOWN OF MOUNTAIN VILLAGE  
PARKING SERVICES SEMI-ANNUAL REPORT  
Winter Season 2015-2016

**DEPARTMENT MISSION**

Provide excellent parking services to the residents, guests and employees of the Mountain Village.

**DEPARTMENT GOALS**

1. Manage HPG, surface lots and GPG to minimize on-street overflow parking
2. Maximize parking revenues
3. Provide user friendly parking opportunities
4. Continue moving towards self-sustainability
5. Provide a clean, trash free natural environment at the GPG and HPG parking lots.

**DEPARTMENT PERFORMANCE MEASURES**

- 1a. Track parking usage at all lots and on-street overflow
- 1b. Track % utilization of parking spaces used to capacity
2. Operate within adopted budget
3. Respond to all complaints and call center reports within 24-hours
4. Each year, the enterprise operates with a reduced transfer from the General Fund
5. Allocate > 36 man-hours per year to trash and litter pick-up at the GPG and HPG.

Summary:

Total noon parking counts were up 36.3% this winter as compared to winter 2014-15. However, winter season revenues were down 36.4% from the same period last year primarily due to the loss of daytime revenues in GPG. Winter 2015-16 overall parking utilization was 43.7% as compared to the winter season of 2014-15 when overall utilization was 21.8%. GPG accounts for the majority of the available parking space. GPG utilization increased to 37.9% in the 2015-16 winter season from 16.1% in the 2014-25 winter season.

**WINTER SEASON NOON PARKING COUNTS (Nov 1 – Apr 30)**

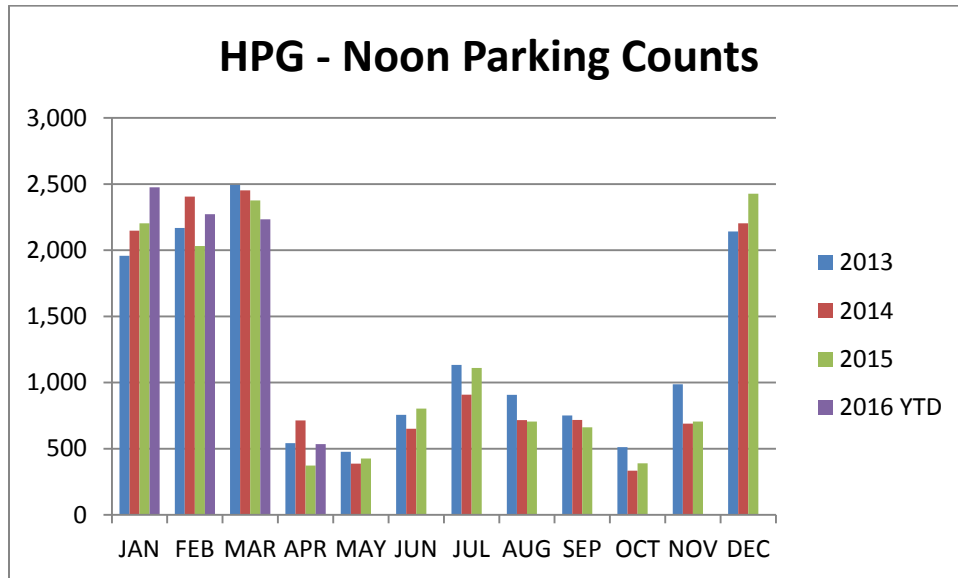
	HPG	GPG	Street	UMVB	NVCP	THP	SVC	Meadows	TOTAL
2016	10,649	31,864	0	3,917	2,331	4,572	1,611	10,530	65,474
2015	9,877	12,506	0	3,911	2,547	4,800	1,478	12,920	48,039
diff	772	19,358	0	6	-216	-228	133	-2,390	17,435
% diff	7.8%	154.8%	0%	0.2%	-8.5%	-4.8%	9.0%	-18.5%	36%
cap utilization	106	460	-	40	25	60	18	110	819
%	54.9%	37.9%	-	53.5%	51.0%	41.6%	48.9%	52.3%	43.7%

**WINTER SEASON PARKING REVENUE (Nov1 – Apr 30)**

	HPG	GPG	NVC	permits	event fees	TOTAL
2016	\$77,894	\$40,926	\$2,118	\$9,660	\$0	\$130,598
2015	\$98,063	\$93,472	\$4,749	\$9,215	\$0	\$205,499
diff \$\$	-\$20,169	-\$52,546	-\$2,631	\$445	\$0	-\$74,901
%	-20.6%	-56.2%	-55.4%	4.8%	-	-36.4%

Heritage Parking Garage:

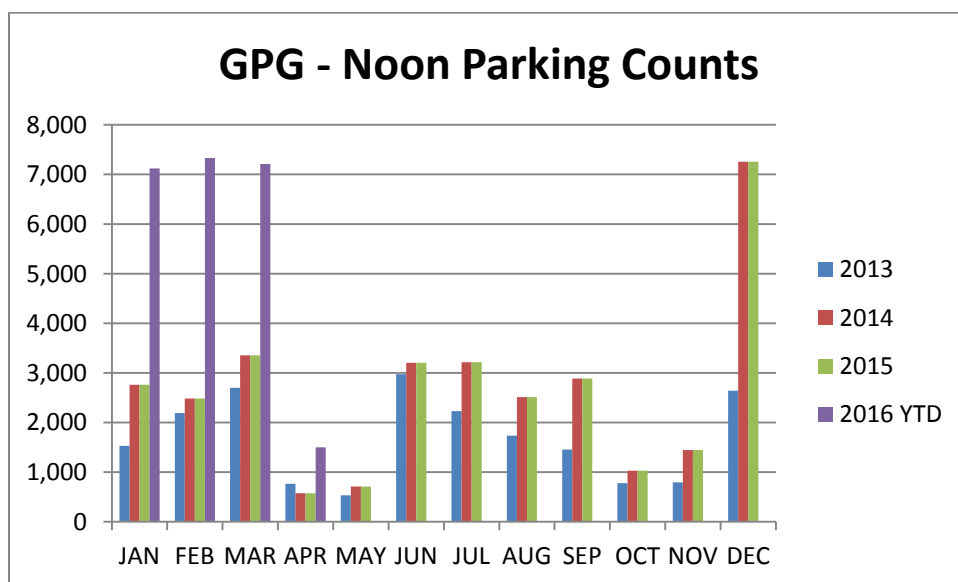
The Heritage Parking Garage (HPG) daily noon parking counts increased by 7.8% but revenues decreased by 20.6% from the previous winter season. The increased usage can be attributed to the implementation of free parking for two hours versus free parking for one hour in the winter of 2015-16. The net yield for winter 2016 at the HPG was \$7.31 per parked car as compared to \$9.91 for the same time period during the winter of 2015.



Gondola Parking Garage:

Winter season noon parking counts at the GPG increased 154.8% from the same time period last year. At the same time, revenues were down 56.2% with a \$1.28 yield per parked vehicle as compared to \$7.44 for the same time period for the winter of 2014-15. Revenues were down this winter due to free day parking at GPG.

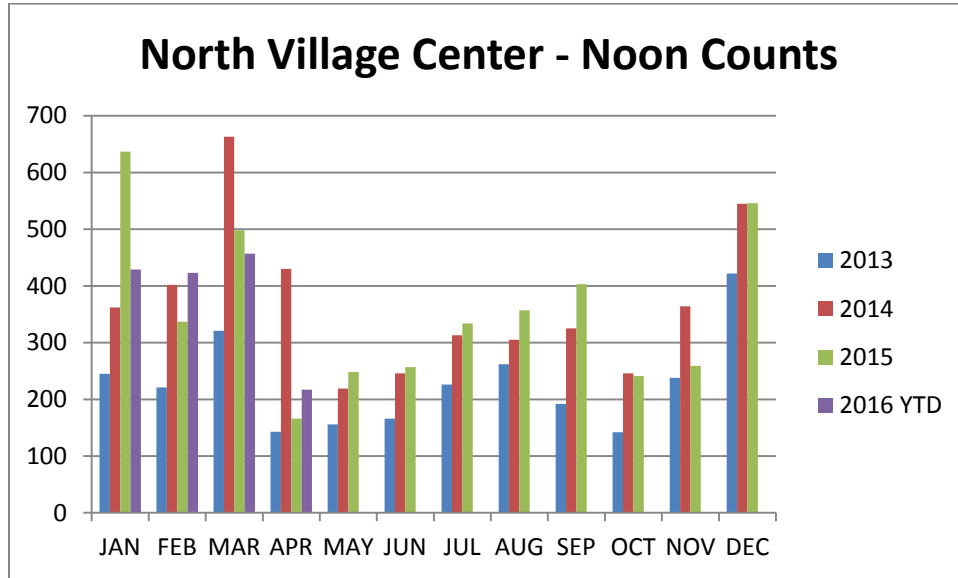
Residential permit holders continue to enjoy free, day-use parking anywhere at the GPG, with six stalls dedicated for their use adjacent to the elevators on the top level.



North Village Center Surface Lot:

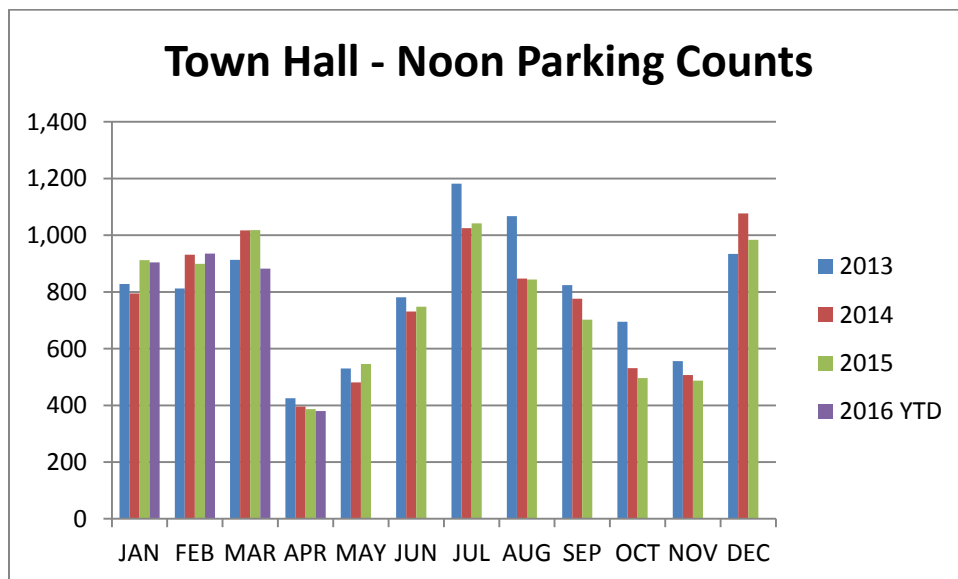
Overall noon parking counts were down 8.5% from the previous winter season at the NVC and gross revenues were down 55.4%. The yield per parked vehicle for the 2016 winter season was \$0.91 as compared to \$1.86 for the same time period in the winter of 2014-15. Revenue was down at NVC due to technical difficulties with the parking meter and changing of the rates to include two free hours in 2015-16 versus one free hour in 2014-15. The spikes in usage of the NVC lot in March 2014, January 2015, December 2014, and December 2015 correlate to when meter problems prevented revenue collection and free parking was offered until the problems were resolved. The technical problem with the meter has been corrected.

Residential parking permit holders use this lot free of charge.



Town Hall Parking:

Winter parking usage at the Town Hall surface lot decreased 4.8% from the previous year. Free, day-use residential permit parking continues to be provided along the rock wall.

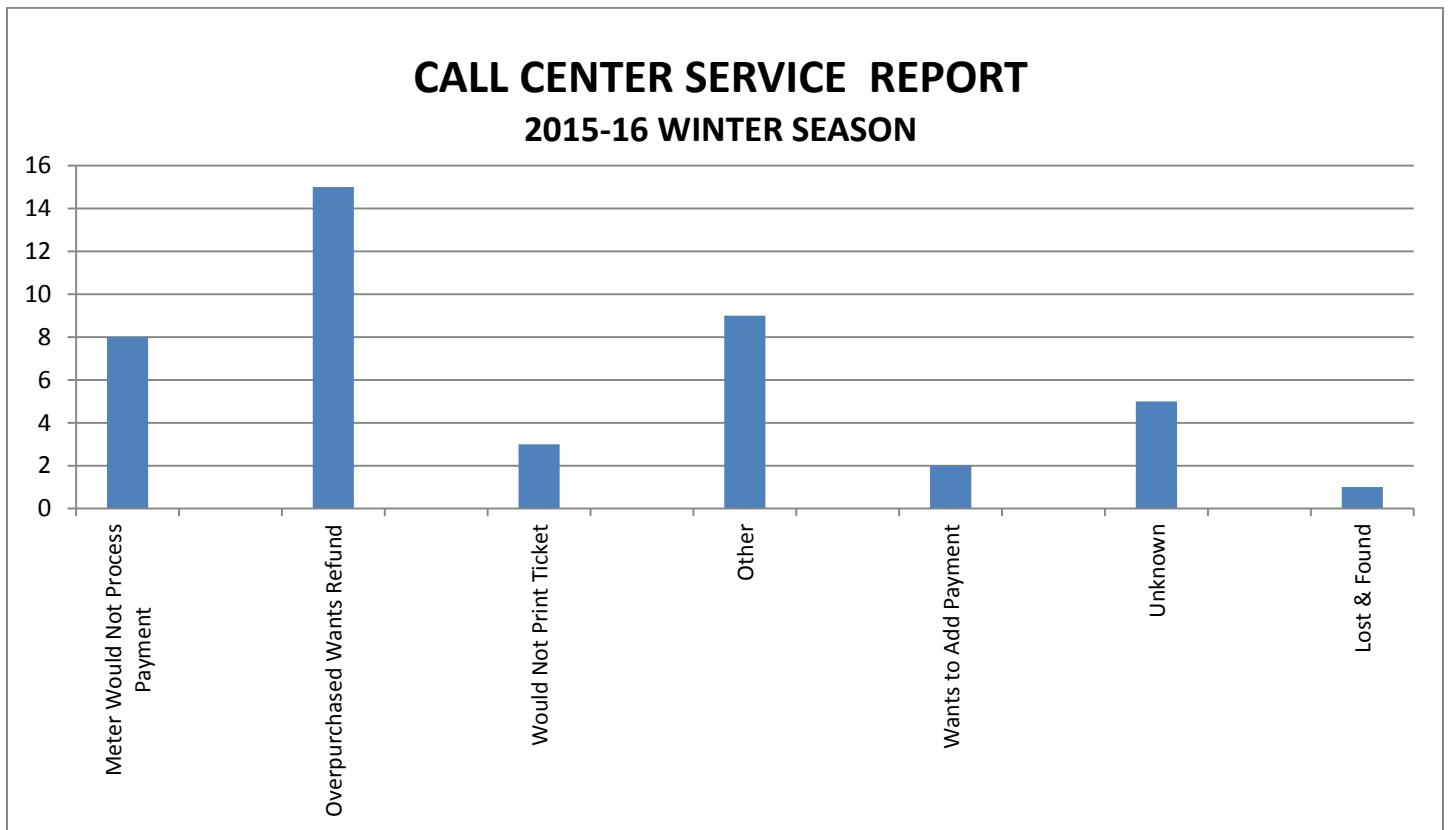


Meadows Parking:

Winter parking usage at the Meadows lot decreased 18.5% from the previous winter. Meadows usage was down due to the free day parking offered at GPG.

Calls for Service:

Best Connections answering service handles customer complaint calls for service. During the winter season BC logged 43 calls received and resolved by the service center with 28,102 meter transactions for a 0.15% ratio of complaint calls to meter transactions. User complaints with the meters at the GPG, HPG and NVC lots through the winter season were generally due to guests not understanding how to use the meters.



Parking Services Budget:

The Parking Fund generated a \$221,793 surplus in 2015. Parking revenue 2016 YTD is consistent with budget projections. Parking related YTD expenses are tracking under budget.

PARKING SERVICES FUND: Year End Net General Fund Transfer: to = surplus / (from) = (deficit)

	2010	2011	2012	2013	2014	2015
Total revenues	195,690	273,323	297,222	323,395	397,500	502,091
Total expenses	(339,115)	(351,062)	(259,665)	(281,338)	(328,928)	(280,298)
Subtotal surplus / (deficit)	(143,425)	(77,738)	37,557	42,057	68,572	221,793
Overhead & asset sales	4,808	(36,827)	(33,458)	(30,777)	(31,821)	(30,285)
Transfer to / (from) G.F.	(138,617)	(114,565)	4,099	11,280	36,751	191,508

Parking Rate Plan:

The Parking Committee's vision is to manage a comprehensive parking plan that provides consistent and fair parking options to guests, residents, business owners and employees of the Mountain Village. TMV parking services are generally well received in that overflow parking is avoided (except Bluegrass), HPG is better utilized providing convenient customer access to Mountain Village Center businesses, and revenues are collected at GPG and HPG to help offset Parking Services O&M expenses.

The following parking rate schedule was in effect for the winter season:

	GPG	HPG	NVC	Short Term (Wells Fargo)	SVC (Blue Mesa)	Town Hall	Meadows
Day Rate \$:	Free	2 hrs free, then \$2 /hr; \$35 max per 24-hr period	2 hrs free, then \$2 /hr (MV resident permit - free)	Free	Free	Free	Free
Limit:	14 days	7 days	7 am – 2 am	30 minutes 7 am – 2 am	30 minutes 7 am – 2 am	60 minutes 7 am – 2 am	8 am – 8 pm 14 day max
Overnight	\$25.00 valid for 24 hrs	same as day rate	NO	NO	NO	NO	BY PERMIT ONLY 8 pm – 8 am

Parking Lot Trash:

Town staff participated in 13.5 hours of trash and litter pick-up at the GPG and HPG during the winter season; this puts the department on track to meet or exceed the 36 man-hour goal for FY-2016.

**TOWN OF MOUNTAIN VILLAGE  
PARKS & RECREATION  
Winter Season 2015-16**

**VISION**

The Mountain Village Parks and Recreation Department provides accessible, affordable and diverse recreational opportunities to all Mountain Village residents and visitors.

**DEPARTMENT GOALS**

1. Establish effective relationships with stakeholders for recreation venues.
2. Manage a fiscally responsible department by balancing expenses with revenue and grant acquisitions to remain within budget.
3. All recreation venues are prepared by the beginning of their respective seasons.
4. Perform departmental operations with attention to safety.
5. Provide a clean, weed free natural environment along the hike and bike trails.

**DEPARTMENT PERFORMANCE MEASURES**

1. Manage stakeholder agreements with TSG, TMVOA & USFS.
2. Perform department functions within adopted budget.
3. 100% of recreational venues operational at the beginning of their respective seasons.
4. No worker comp claims.
5. Allocate > 20 man-hours of weed control activities along the hike and bike trails.

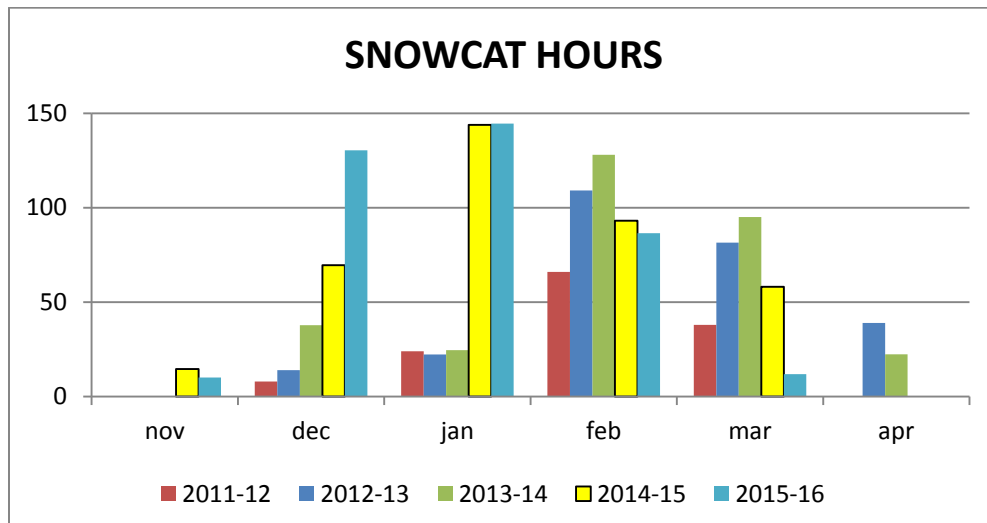
**WINTER 2015-16 PARKS & RECREATION ACHIEVEMENTS**

1. Stakeholder relations:
  - o Coordinated with TSG with winter trail opening and closings.
  - o Attended regional Nordic grooming clinic facilitated by the Telluride Nordic Association.
  - o Provided Nordic grooming for Town of Telluride on the Valley Floor per continuing IGA.
  - o Coordinating with USFS for trail maintenance on public lands.
  - o Working with TSG, TMVOA, and adjacent property owners to re-route disc golf course.
  - o Working with TSG and adjacent landowners on to re-route the lower portion of the Ridge Trail.
2. The 2015 year-end expenses were under budget. YTD 2016 expenses are tracking under budget.
3. All winter venues were ready to open at beginning of their respective season. The ice rink opened before Thanksgiving. Winter trail grooming occurred with snowmobile and snowcat earlier than in previous years due to early season snowstorms. Snowshoe trail packing occurred after each snow event throughout the winter season. Rec staff built and maintained the Village Pond ice skating venue. It was in operation from early January until late February.
4. No Workers Compensation claims YTD resulting in TMV costs.
5. No weed control was conducted during the winter season. Weed control typically is allocated in July & August.

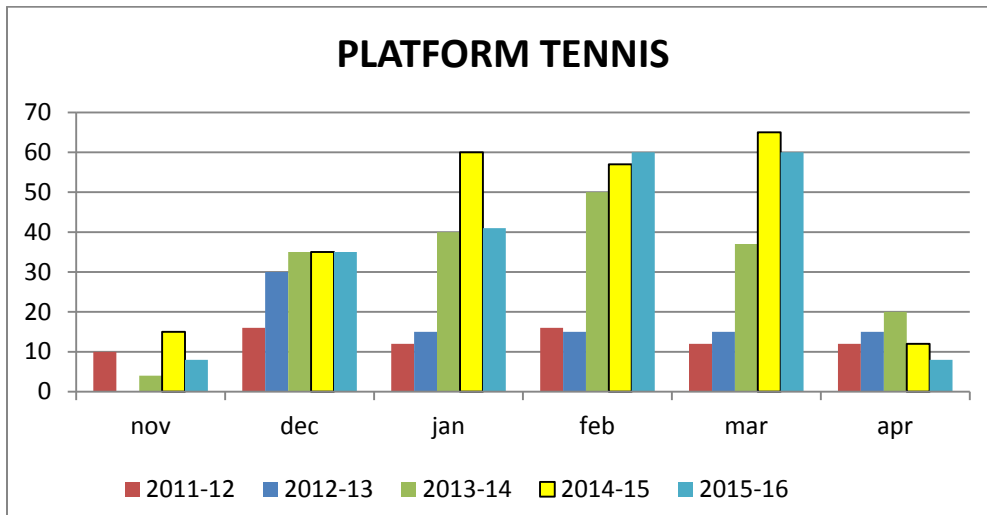


## OTHER WINTER VENUE OBSERVATIONS

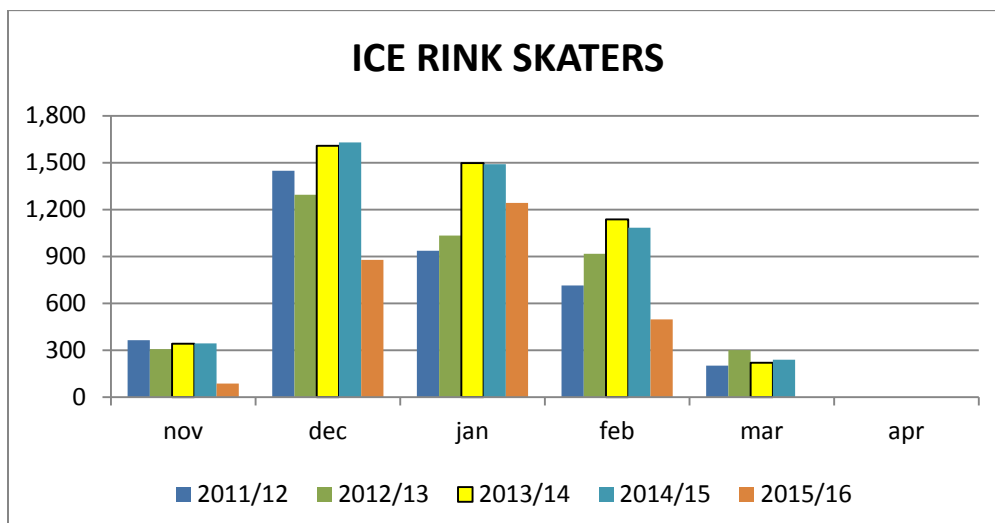
- Snowcat Grooming:** Snowcat hours started off strong in December and January when heavy winter snowfall kept rec staff busy grooming all nordic trails. Hours dropped off significantly in February when the snowcat went down for 9 days due to a failure in the hydraulic system. Warm temps and a lack of new snow hindered grooming activities for most of the month of February. On February 28th, nordic grooming activities ceased on the Valley Floor due to a lack of snow. Mountain Village trails stayed open a week longer, shutting down on March 7<sup>th</sup>.



- Paddle Tennis:** Paddle court usage was down 13% from the winter 14/15 season.



- **Ice Rink Activity:** Ice rink usage was down considerably this year primarily due to unseasonably warm temperatures and bright sunshine during the month of February. The rink opened late almost every day during February while rec crews waited for the ice to be in a usable condition. The rink was forced to shut down on February 29<sup>th</sup>, 38.1% down with a total of 1073 less skaters than during the winter of 14/15.



## UPCOMING PARKS & REC PROJECTS

- **Summer Venue Schedule:** All summer venues (Adventure Rock, Reflection Plaza AstroTurf, hike & bike trails) are projected to be available upon the opening of the Gondola on May 26<sup>th</sup> except for the Bike Park which is scheduled to open on Monday, June 20<sup>th</sup>, and the disc golf course with June 13<sup>th</sup> being the projected opening day. The USFS cross country trails in Prospect Basin will remain closed for elk calving until July 1<sup>st</sup>.
- **Stegosaurus Trail:** This season's summer trail construction project will focus on the Stegosaurus Trail which starts at the Boomerang / Jurassic trailhead and works its way up onto the ridge and eventually reconnects with Jurassic Trail behind the town shop. A more defined trailhead will be built, the existing single track will be improved, and drainages will be established. Work on this project is scheduled to commence in July.
- **Paddle Courts:** Two more sub-court level walls are scheduled for replacement this fall at the paddle courts; the old walls have been becoming unstable and pose a potential safety hazard which we are taking steps to mitigate.
- **Sidewalk Repairs:** On-going concrete sidewalk repair in the Meadows and along the Blvd Trail is scheduled for this summer; some of the problem areas pose trip hazards that will be addressed with this project.
- **Bike Park:** The TMV is operating the Bike Park again this summer season with a one-year extension to the license agreement that expired last year. The berms that were removed last fall by TSG in order to facilitate more efficient snowmaking activities will be rebuilt as soon as the snow melts. Reconstruction of the berms will happen at the edges of the ski run so as not to impact future snowmaking activities. Due to the reconstruction of the berms, the bike park will have a delayed opening this summer.
- **Lower Ridge Trail Re-route:** Rec staff is working with TSG and adjacent property owners in an effort to re-route the lower section of the Ridge Trail where it terminates under gondola tower 4. The proposed re-route would follow a new course under the gondola line, all the way down to gondola plaza.

- USFS Summer Trail Maintenance: The Town will be entering into an agreement with the USFS and TSG in order to better manage and maintain summer recreation trails located on public lands within the ski area permit boundary and adjacent to town boundaries.
- Disc Golf: Rec staff is currently working with TSG, TMVOA, and adjacent property owners in order to re-route the first three holes of the disc golf course. Once an agreement is reached, the first three holes of the disc golf course will be relocated below the boulevard bridge. Other tee boxes and baskets will be relocated in the vicinity of the Double Cabins in order to move activity further away from residential areas. New hole information signs will be installed on each tee box and tee boxes will undergo improvements.
- Boulevard Retaining Walls: The retaining walls built last summer will be covered with corrugated rusty steel paneling and several more retaining walls will be built along the Boulevard Trail.

TOWN OF MOUNTAIN VILLAGE  
PUBLIC WORKS DEPARTMENT

Item # 27b

SEMI-ANNUAL REPORT TO TOWN COUNCIL

NOVEMBER 1<sup>ST</sup> 2015 - APRIL 30<sup>TH</sup> 2016

PUBLIC WORKS

Director: Finn Kjome, Managers: Robert Haining, Water; Dink Davis, Vehicle Maintenance; Nolan Merrill, Road & Bridge; Steven Lehane, CATV

ROAD AND BRIDGE

Road and Bridge is responsible for the care and maintenance of twenty (20) miles of road, 20 bridges and 8 parking areas as well as inspecting and maintaining 29 miles of sewer lines, 231 manholes and 3 lift stations.

Department Goals

1. Provide snow and ice removal for all the Town's roadways and parking areas to ensure the safest conditions possible in all weather conditions.
2. Complete the initial plow routes within the proscribed time limits; the grader route within 3 hours on light to normal snow days (<6") and 3.25 hours on heavy days (>6"); the snowplow/sand truck route within 1 3/4 hours on light to normal days and 2 hours on heavy days.
3. Provide safe roadways by maintaining quality pavements, shoulders and drainage at a cost advantageous to the Town.
4. Provide quality, cost effective maintenance to all Town facilities as directed.
5. Perform all tasks in the safest possible manner.
6. Perform snow removal procedures and sensitive area mitigation as per the Wetlands Protection Plan.
7. Operate the department within budget.

Performance Measures

1. Track man hours for snow removal compared to snow fall totals.
2. Track the number of snow days that meet or exceed the initial snow route time limits with a goal of 80% or better.
3. Annually track the cost of asphalt patching and pavement repair with the goal of keeping costs below commercial prices.
4. Annually track the cost of facility maintenance with the goal of keeping costs below commercial prices.
5. Track work time lost to injury with zero injuries the goal.
6. Annually inspect and document improvement of wetland protection systems as per the Wetlands Protection Plan.
7. Department year end expenditure totals do not exceed the adopted budget.

## Performance Report

1. We used 3,831.75 man hours for snow removal with 281 inches of snow fall;
2. Snow route completion times were met; 91% on light to normal and 92% on heavy days for the grader route, 86% on light to normal and 90% on heavy days for snow plow/sand truck.
3. Crack filling operations consisted of sealing cracks in the roads throughout the Village; 106.50 hrs. with our labor cost at \$2789.35 compared to \$6212.50 in contractor prices.
4. We had street sweeping costs of \$8468.78 compared to \$9,690 in potential contractor cost.
5. There was 0 hours lost due to on the job injury.
6. Mitigation of snow storage and wetland areas has started with debris cleanup and drainage check dams cleaned out. Because of the higher snowfall total most of the snow storage sites have not melted out yet this year.
7. Department year end expenditures to be calculated in the fall.

## Staffing

A normal staffing level of 7 operators was maintained for the winter. We are currently at 7 operators.

## Training

We had the opportunity to send the several employees to a 3 day Spring Street Conference in Grand Junction which focused on asphalt repair and maintenance. Nolan took a continuing education class to maintain his sewer license and a MUTCD class. Nolan and Daniel took a class on thin asphalt repair put on by the Colorado Asphalt Pavement Association (CAPA) which we are a member of. In house employee and supervisor training was provided by the HR Dept. for all employees.

## Department Projects and Issues

This winter we saw higher snow totals compared to last year where we received snow totals of 281 inches of snow for this season compared to 207 inches last year. The number of days of measurable snow was up over last year, 57 days this year compared to 43 days last year. For total snow removal operations this season the crew spent 3831.75 man hours compared to 3043 last year and the Water Dept. spent 364.5 hours compared 303.75 last winter at GPG and the trail to the Mountain Village Core. The total snow removal labor costs compare at \$103,183.65 this year to \$84,787.98 last year.

This summer the crew will be concentrating on in-house patching and pavement maintenance in anticipation of the upcoming asphalt overlays, ongoing repairs to the sewer system, sensitive area mitigation, hazard tree removal and other maintenance projects.

The Meadows Improvement Project has been put out to bid, with bids being due on the 8<sup>th</sup> of June.

Other roads scheduled to be overlaid with asphalt this summer are Polecat, Snow Drift Lane, Touch Down Drive and Prospect Creek Drive. These roads are slated for a 1 ½

“overlay of new asphalt following the 2016 Road Improvement Plan. All Roads off of Upper Mountain Village Blvd including Country Club Drive are scheduled to be overlaid with a chip seal treatment as part of the improvement plan.

## WATER

The Water Department is responsible for the operation and maintenance of the water systems of the Mountain Village; systems include Mountain Village, Ski Ranches and West Meadows. The water department staff also serves as the operators for the Elk Run subdivision’s water system. The water department is also responsible for snow removal at the Gondola Parking Garage and the trail from Town Hall to the Blue Mesa parking lot.

### Department Goals

1. Provide clean and safe drinking water to the customers of the Mountain Village Water system.
2. Provide prompt and courteous service to all customers, timely locates and inspections on system installations and response to system problems.
3. Maintain the system to a higher level than the industry standard of 10% water loss due to leakage.
4. Maintain regulatory compliance according to all applicable rules and laws that apply to public water systems.
5. Perform an effective maintenance program to reduce costs and lessen severity of breakdowns.
6. Provide service to residents and guests by the timely and cost effective removal of snow from GPG and walkways.
7. Operating the enterprise does not require general tax subsidy.

### Performance Measures

1. Water consumption with 100% of water sample tests results are without deficiencies.
2. A. Track times for response and resolution of customer service issues and contractor’s requests and system emergencies with the objective of same day service.  
B. Track time for response to emergency situations with the goal of one to two hours response.
3. Perform monthly water audit tracking percent of water loss with the objective of less than 10% loss.
4. 100% regulatory compliance.
5. a. Track maintenance costs on hydrants, valves and meters and compare with industry standards.  
b. Reduce down time due to system failures compared with industry standard of no customers without water.
6. Perform snow removal tasks at GPG by 8AM on light to normal (<3”) snow days and 9AM (>3”) on heavy days with a goal of 90% or greater.

7. Department year end expenditures do not exceed the adopted budget.

#### Performance Report.

1. Water consumption was 136.3 million gallons (Nov.-April) with zero deficiencies for the system.
2. a. There was 100% response time to customer issues, contractor requests and system emergencies within 24 hours.  
b. There was 100% response time to emergency situations within 2 hours.
3. The water audits indicated 4.19% of water loss.
4. We had one regulatory violation.
5. a. Maintenance costs will be tracked annually. Cost comparisons will be available in the November report.  
b. We had no incidents with customers out of water.
6. The snow removal goals at GPG were met on 47 of 50 days a 94% success rate.
7. Department year end expenditures will be calculated in the fall.

#### Staffing

The Water Department staffing level is four. The water dept. had one turnover in staffing this winter but is currently fully staffed.

#### Training

Cordell Cook attended a training seminar on water distribution. In house training on fire hydrants, health and safety was conducted for all employees.

#### Department Projects and Issues

The main projects for the water personnel this winter have been daily operations and maintenance of the water system and the snow removal at GPG and the trail from Town Hall to Blue Mesa.

Following our plan to have backup up power for the water system a new natural gas fired generator will be installed at the Double Cabin tank site. The project will consist of constructing a new building to house the generator and the existing water treatment equipment. Wells #4, #7 and #8 will all be tied into the backup power. These well provide water to the Double Cabin water tank. Other summer work will include routine summer maintenance, valve and meter replacement in several locations and continued mapping.

As an update, the water conservation incentive committee has been working toward rolling out an incentive program later this summer. Deanna Drew was putting together a more formal presentation for this meeting but do the heavy agenda this month we felt best to pull it for a later meeting. The program will incentivize the purchase of "smart controllers:" for irrigation systems through a rebate program. More to come on this plan in the near future.

## VEHICLE MAINTENANCE

The Vehicle Maintenance Department provides repair and preventive maintenance on all Town vehicles and equipment. Vehicle Maintenance staff are responsible for keeping the sidewalk in the Meadows clear of snow for the winter season. They also have duties above and beyond vehicle repair and maintenance such as fabrication for special projects for all departments, biannually changing all the plaza directories maps, servicing the backup generators for the Gondola, annual painting and maintenance of the Gondola Parking Garage and Heritage Garage as well as providing labor and support required to install and remove the Christmas decorations each year. One day a week in the winter a mechanic is a snow plow operator to fill out the schedule.

### Department Goals

1. Provide high level, cost effective service to all departments for their vehicle and equipment maintenance needs while managing expenses to a level below commercial prices.
2. Provide support to all departments on special projects in a timely and cost effective manner.
3. Perform all tasks in the safest manner possible.
4. Operate the budget within budget.
5. Maintain or reduce natural gas consumption at maintenance shop.

### Performance Measures

1. a. Track total cost of shop operations and compare to outside shop rates.  
b. Track number of preventive maintenance work orders including safety checks and fluid levels completed within 30 minutes for vehicles; with a goal of 80% or better.
2. Special projects completed at a cost compared to any outside source.
3. Track the number of work related injuries with a goal of zero injuries.
4. Department year end expenditures totals do not exceed the adopted budget.
5. Compare current year natural gas usage to year 2013. 2013 Total Natural Gas Therms 5621

### Performance Report

1. a. Maintenance costs will be tracked annually. Cost comparisons will be available in the November report.  
b. There were 53 of 59 vehicle service orders completed within 30 minutes a 90% success rate.
2. One of the Vehicle Maintenances strong suits is metal fabrication and welding. The Town labor costs for metal fabrication projects were \$2667.50 compared to \$4728.75 average contracted prices.
3. Vehicle Maintenance had no time lost for a work related injury.
4. Year end expenditures to be calculated in the fall.



5. In 2013 the maintenance shop used 5621 therms. and in 2015 the maintenance shop used 5506 therms a 2% reduction. Vehicle Maintenance will need to continue to work on energy efficiencies in the coming year.

#### Staffing

Vehicle Maintenance is at its budgeted level of four mechanics.

#### Training

John Owens attended a fleet management class, other training for this season focused on employee training provided by the HR Dept.

#### Department Projects and Issues

Vehicle Maintenance went back to a 7 day coverage schedule for the winter season. A full time seasonal position was filled to make the schedule work. The seasonal position has been laid off and Vehicle Maintenance is once again back to a 5 day Monday- Friday schedule.

An inter-governmental agreement was signed between the Town of Mountain Village and San Miguel County making our maintenance facility the responsible party to maintain the County's employee shuttle vehicles as our mechanics meet the Federal regulations of safety sensitive set by the FTA This program has been advantages for both entities.

I want to mention the Town is losing one of our hardest working long time employees Dink Davis. Dink will be retiring after a long career working in the Mountain Village first with the Ski Area and then moving to the Metro District in 1997. He will be missed by all. His last day is July 29<sup>th</sup>. If you get a chance please stop by the shop and say good bye to Dink.



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

**1. Great Services Award Program**

▪ **April Great Services Award:**

- Rob Whitaker, VCA Maintenance; Always helping out when needed; handling all requests in a timely and professional way with a friendly attitudes – WINNER FOR APRIL
- Landon Snyder, Facilities Maintenance; After a homeowner's basketball hoop was damaged by a town snowplow, he retrieved, fixed and returned the basketball hoop to the homeowner

**2. Medical Center**

- Held a meeting on April 25th between the Town and the Telluride Hospital District to discuss SGM's (one of our wetland consultants) conversation with the Army Corps regarding our latest response to the Army Corps. A further update will be provided during executive session

**3. TSG Items**

- Met with TSG regarding our letter sent in December relative to perpetual free parking in Gondola Parking Garage. Further updates will be provided during executive session and summer parking rates will be reconsidered at the May Council meeting

**4. RTA**

- Phone poll was successfully conducted and concluded
- The polling committee met on May 10<sup>th</sup> to discuss the results of the poll and how to convey those results to the elected officials and the public
- Poll results will be provided at the next RTA meeting scheduled at 11:00 a.m. on May 16<sup>th</sup> in our Council Chambers

**5. Crown Castle and Cell/Data Upgrade**

- Consideration of the franchise agreement at a public hearing and second reading is scheduled on the May 19th Council agenda

**6. Miscellaneous**

- The Benchmarking Committee met (Dan Caton provided his input via email) and chose the successful bidder, Mountain States Employers Council, Inc. The draft

contract was sent to MSEC on Monday, May 9<sup>th</sup> and will be executed soon with work to commence on the Benchmarking Study shortly thereafter

- Continue to meet with representatives of Blue Mesa Lodge in order to coordinate and assist with an improvement plan for waterproofing surrounding the Blue Mesa Lodge and the installation of infrastructure for snowmelt throughout the breezeway between Blue Mesa Lodge and Blue Mesa Condos. Work should wrap up by the end of May
- Participated in opening remarks for the two day gondola orientation conducted on May 16<sup>th</sup> and 17<sup>th</sup>
- Attended the quarterly Intergovernmental Meeting on May 16<sup>th</sup>
- Telluride Town Council was approached by Steve Gumble, Blues & Brews Festival producer, at a work session for a discussion regarding a proposed major festival involving a music concert (one or two nights) by Neil Young sometime between September 23, 2016 and October 2, 2016. It received a mostly positive response from the Telluride Town Council and they will continue to work through their process. Mr. Gumble indicated that this was not a sure thing but in order for it to be a possibility he needs to move through the process while he is trying to secure the artist. The festival would be limited to 9,000 tickets per day and would require the use of our Gondola Parking Garage only with no overflow onto the streets. This is an FYI at this time but we will keep Council posted as things continue to evolve

# Additions to the Packet

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**TOWN OF MOUNTAIN VILLAGE**  
**Town Council Regular Meeting**  
**May 19, 2016**  
**8:30 a.m.**

During Mountain Village government meetings and forums, there will be an opportunity for the public to speak. If you would like to address the board(s), we ask that you approach the podium, state your name and affiliation, and speak into the microphone. Meetings are filmed and archived and the audio is recorded, so it is necessary to speak loud and clear for the listening audience. If you provide your email address below, we will add you to our distribution list ensuring you will receive timely and important news and information about the Town of Mountain Village. Thank you for your cooperation.

**NAME: (PLEASE PRINT!!)**

Kim Montgomery	EMAIL:	_____
David Reed	EMAIL:	_____
Laila Benitez	EMAIL:	_____
Cath Jett	EMAIL:	_____
Dan Caton	EMAIL:	_____
Dan Jansen	EMAIL:	_____
Marty McKinley	EMAIL:	_____
Michelle Sherry	EMAIL:	_____
Bruce MacIntire	EMAIL:	_____
Jackie Kennefick	EMAIL:	_____
Susan Johnston	EMAIL:	_____
Christina Meilander	EMAIL:	_____
Josh Freed	EMAIL:	_____
Jim Loebe	EMAIL:	_____
Glen Van Nimwegen	EMAIL:	_____
Kevin Swain	EMAIL:	_____
Finn Kjome	EMAIL:	_____
Dave Bangert	EMAIL:	_____
Jim Mahoney	EMAIL:	_____
Chris Broddy	EMAIL:	_____
Nichole Zangara	EMAIL:	_____
Jack Gilbride	EMAIL:	JHGILBRIDE@gmail.com
R. STEUTAMM JR	EMAIL:	ROBERT@TELSKI.COM
Betsy Aeller	EMAIL:	_____
Matt Skinner	EMAIL:	_____
Williams Candiani	EMAIL:	_____
Patricia Conchert	EMAIL:	_____

**TOWN OF MOUNTAIN VILLAGE**  
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**NAME: (PLEASE PRINT!!)**

Julie Kolar	EMAIL: julie@essedesign.net
Anton Benitez	EMAIL:
Ale Jacobson	EMAIL: alejacobson12@gmail.com
Tom McGlash	EMAIL:
Stephanie Solomon	EMAIL: SSOLOMON@Telski.com
Mohr Vanek	EMAIL: on file
Mike Fitzhugh	EMAIL: mikemericana@gmail.com
Michael Martelon	EMAIL:
Matt Skinner	EMAIL:
Bill Waddock	EMAIL: bwaddock@mac.com
Randy Edwards	EMAIL:
Sam Hakes	EMAIL:
<del>Richard W. RPO</del>	EMAIL: ON FILE
DAVID DOEMLAND	EMAIL: DAVE.DOEMLAND@gmail.com
Rosa Lea Davis	EMAIL:
Shirley L. Diaz	EMAIL: shirley@smrha.org
Kelley Felicielli	EMAIL:
Dan d Heaney	EMAIL: dheaney@heaney-essential.com
Dominic Maurello	EMAIL: dominic@MPGMail.com
Marcy Pickering	EMAIL: marcy@peakpropertytelluride.com
Daryl Birk	EMAIL: dbulson@foleyassoc.com
BANKS BROWN	EMAIL: banks@vmi.net
Paul Felt	EMAIL:
Michael Currell	EMAIL: mike@hymlegal.net
Ben Jackson	EMAIL: bkjack@vmi.net



**From:** [Dominic Mauriello](#)  
**To:** [Glen Van Nimwegen](#)  
**Cc:** [Kendra Carberry](#)  
**Subject:** YBR Minor Subdivision  
**Date:** Thursday, April 28, 2016 9:36:42 AM

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Dear Glen:

Hope you are doing well and enjoying all of this warm weather. I have taken a look at the proposed Minor Subdivision plat prepared for the YBR property and have some comments that we believe should be addressed prior to approval.

- A general comment about the format of the plat: The number of notes listed under the Owners Certificate seems unusual and we wonder if many of those notes should be consolidated with the general notes section on the plat.
- Under Owners Certificate, we are unsure of the purpose or substance of note #2. This note should be deleted or clarified.
- Under Owners Certificate, note # 3 indicates that it does not change the General Easements previously on the property. We don't believe this is a true statement as the general easements are being changed and there are no new general easements on the common lot line between the lots.
- Under Owners Certificate, note #4 is perhaps a true statement but find that it is unnecessary to include as a note on the plat. We would recommend deleting this note as to reduce any future confusion about why it is included.
- Under Notes, note #3 should be deleted. This could be confused in the future as some sort of vesting of the CDC in place on a particular date. We believe it is inappropriate to include such a statement on the plat.
- Under Notes, note #4 is redundant of note #3 under the Owners Certificate. Note 4c uses the term "deleted" and it may be more appropriate to use the term "abandoned."

We appreciate you taking into consideration our comments on this plat in an attempt to make it as clear and clean a document as possible.

If you would like to discuss these, please feel free to give me a call.

Thanks,

**Dominic F. Mauriello, AICP**  
**Mauriello Planning Group, LLC**

PO Box 4777  
2205 Eagle Ranch Road  
Eagle, Colorado 81631  
970-376-3318 cell  
[www.mpgvail.com](http://www.mpgvail.com)



**PARKING SERVICES FUND  
PROJECTED REVENUE AND EXPENSES THROUGH 2021**

	2014	2015	2016	2016	2016	2017	2018	2019	2020	2021
REVENUE	ACTUAL	ACTUAL	ADOPTED BUDGET	REVISIONS	REVISED BUDGET	PROJECTED BUDGET	PROJECTED BUDGET	PROJECTED BUDGET	PROJECTED BUDGET	PROJECTED BUDGET
Parking Permits	14,986	16,995	6,499	-	6,499	12,000	12,120	12,241	12,364	12,487
Parking Revenues	353,332	432,327	255,138	54,018	309,156	314,113	319,317	324,782	330,520	336,545
Parking Fines	29,182	52,769	7,900	-	7,900	13,650	13,650	15,049	15,802	16,592
<b>TOTAL REVENUES</b>	<b>397,500</b>	<b>502,091</b>	<b>269,537</b>	<b>54,018</b>	<b>323,555</b>	<b>339,763</b>	<b>345,087</b>	<b>352,073</b>	<b>358,686</b>	<b>365,624</b>
<b>EXPENDITURES</b>										
Parking Services	122,930	118,521	139,515	-	139,515	146,673	150,832	155,161	159,669	162,523
Gondola Intercept Parking	37,705	37,424	58,625	-	58,625	60,703	62,899	65,221	67,676	70,274
Surface Lots	23,909	21,344	31,260	-	31,260	31,770	32,289	32,818	33,356	33,903
Heritage Parking Garage	113,152	87,294	101,325	-	101,325	101,984	103,843	105,740	127,676	109,651
Capital	29,232	14,715	4,800	-	4,800	94,800	34,800	64,800	4,800	129,800
Meadows Parking.	2,000	1,000	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>328,928</b>	<b>280,298</b>	<b>335,525</b>	<b>-</b>	<b>335,525</b>	<b>435,931</b>	<b>384,664</b>	<b>423,740</b>	<b>393,177</b>	<b>506,151</b>
<b>SURPLUS/DEFICIT</b>	<b>68,572</b>	<b>221,793</b>	<b>(65,988)</b>	<b>54,018</b>	<b>(11,970)</b>	<b>(96,168)</b>	<b>(39,576)</b>	<b>(71,667)</b>	<b>(34,491)</b>	<b>(140,527)</b>

Notes to Capital Expenditures

- 1 2017 - Chip seal Meadows Parking (\$20,000), repair GPG middle ramp (\$55,000), construct atrium for GPG upper elevator (\$15,000), Bobcat lease exchange (\$4,800).
- 2 2018 - Lot F-Short term parking asphalt repair plus chip and seal (\$7,500), Lot G - NVC asphalt repair plus chip and seal (\$7,500), Blue Mesa seal concrete (\$5,000), Blue Mesa concrete repair at parking lane entrance (\$10,000), Bobcat lease exchange (\$4,800).
- 3 2019 - Lot A-Town Hall pave lot (\$60,000), Bobcat lease exchange (\$4,800).
- 4 2020 - HPG concrete seal (\$20,000), Bobcat lease exchange (\$4,800). Hpg has a separate line item for concrete seal.
- 5 2021 - GPG repair deck coating (\$100,000), Chip seal Meadows Parking (\$25,000), Bobcat lease exchnage (\$4,800).

# SPECIAL EVENTS AND RECREATION

- HISTORY

1. Several years ago, it was staff's recommendation that the Town "get out of" the event business because it was putting too much of a time constraint on staff. At that time, TMVOA was producing or hiring production companies to manage different events for residents and guests. These events were both recreational (Snowshoe Shuffle) as well as cultural (Food and Wine, Snow Sculpture, Sunset Concert, etc.) There was general consensus that event production was being well handled by TMVOA and that it would be in the Town's best interest to act in a support capacity for events and not as an event producer. This would take pressure off the marketing department to go out and find sponsor dollars and event promoters for Town of Mountain Village specific events (recreational and cultural).
2. There was also a departmental reconfiguration where Recreation was placed under the Gondola umbrella.
3. In addition, there was a Recreation committee that was made up of staff, residents and business owners. There objectives of the committee were to identify and offer suggestions to the Recreation Department for the Comprehensive Plan specifically, but also to monitor current recreation opportunities and to help identify new opportunities that were identified within the comprehensive plan. This committee was dissolved because staff felt that the objectives of identifying recreational opportunities had been met once the Comprehensive Plan was completed.

- THE CURRENT PICTURE

Over the last few years, TMVOA has moved their focus away from events. With both the Town and TMVOA moving into support roles, there is not an active **development** process for neither cultural nor recreational activities within the Town.

Recently, both staff and I have been approached by individuals expressing interest in hosting events in Mountain Village. They do not have event production experience and would need significant support from our staff.

The question then becomes is it important for The Town to reengage in the "events business" in order to generate additional vibrancy through recreational and cultural events? And if so, how and what should that look like? Should the Town treat events like new business and actively recruit for them or should The Town produce their own events?

Attached, is a table showing how different communities handle recreation and special events. Many of them are ones we compare ourselves to. While there is no clear answer, the Comprehensive Plan identifies recreation (and events) as important to our residents.

## Events and Recreation

TOWN	DEPT NAME	NOTES
City of Aspen	Parks and Recreation	Enjoy Aspen's recreational facilities which include over 30 world-class parks ranging from small neighborhood parks with playgrounds to over 1,300 acres of vast open spaces with mountain vistas and streams. Serviced by 22 miles of pedestrian/bicycle trails and over 90 kilometers of cross country/Nordic trails. Aspen parks and athletic fields create spaces for picnics, quiet contemplation, weddings, soccer and rugby games, and our downtown pedestrian mall provides premier international people-watching where children can play in the DeWolf/Fulton fountain. ALSO RESPONSIBLE FOR WILDFIRE MITIGATION
City of Aspen	Special Events and Marketing	Special events, whether concerns, recreation, or festivals are treated like a business and they have a strict policy and process to follow. Not sure if they will actively solicit (Pro Challenge) but also expect events to have a certain level of experience.
Jackson Hole, WY	Town Clerk	Currently developing a procedure to act as a support mechanism for events. Fall under Town Manager.
Jackson Hole, WY	Pathways	Joint Venture between the town and County. Coordinate bikeways, trails, connectors, etc.
Snowmass Village	Tourism: Marketing, Group Sales, & Events	The Marketing, Group Sales and Special Events board was created to develop tourism for the benefit of the Snowmass Village economy. They advise and collaborate with the Snowmass Tourism Department.
Snowmass Village	Parks, Recreation, and Trails	
Sun Valley, ID	Administration	To maintain public order and safety, the City assumes an active role in managing special events. A "special event" is defined as any organized non-routine activity on public or private property that may expect to attract over 2,000 attendees and significantly affect neighboring property owners, residents and businesses and which may require more parking spaces than the property can accommodate. NOTE: The city is currently about to vote on a tax that will support events as well as other government supported departments (fire, streets, trails, parking, etc.)

Sun Valley, ID	Community Development	
Town of Avon	Special Events	The Town of Avon, Colorado, invites all qualified event production businesses and/or individuals to submit a statement of qualifications and proposal concepts to produce and host a special event or festival in Avon, Colorado in 2016, 2017 and/or 2018. The Town prefers festivals or events which are 2 -3 days, but will consider a one-day festival or event, as well.
Town of Avon	Recreation	
Town of Breckenridge	Events and Communications	Breckenridge hosts hundreds of events every year. Many events are organized by the Breckenridge Tourism Office, Breckenridge Creative Arts, and the Breckenridge Ski Resort.
Town of Breckenridge	Open Space and Trails	Tony has worked for the Town since 2004 and assumed the role of Open Space and Trails Specialist in 2015. He supervises the Town's seasonal trail crew and implements year-round open space operations, including trails, forest health, noxious weeds and other projects
Town of Telluride	CCASE	The Commission for Community Assistance, Arts and Special Events (CCAASE) establishes the yearly special events calendar, recommends annual grant funding for arts and special events to the Town Council and develops networks to support and nurture festivals, performing arts, visual arts and special events.
Town of Telluride	Parks and Recreation Commission	The Parks and Recreation Commission interprets the needs and desires of the community for recreation and parks services. It is directed to provide an opportunity for community comments and suggestions for improvements to parks and recreation programs, to develop programs and improvements and to create and update a multi-year master plan.
Town of Telluride	Parks and Recreation	

## Susan Johnston

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**Subject:** FW: TMV Parking Garage Fees

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**From:** Kepley, Maury [<mailto:mkepley@tellurideskiresort.com>]

**Sent:** Tuesday, May 17, 2016 5:00 PM

**To:** Jackie Kennefick

**Cc:** Roth, Stephen

**Subject:** TMV Parking Garage Fees

Hello,

I understand TMV is considering whether or not to charge for day parking this summer in the gondola station parking structure. I want to voice the opinion of the Tomboy Tavern employees before the final decision is made through Town Council.

Tomboy has approximately 60 employees, many of which commute from outlying areas, myself included. Parking is one of the many challenges we face working in Mountain Village and having the parking structure open and free to our team this past winter was a great convenience and was much appreciated.

It is our hope the council will decide to continue to allow free parking.

Thank you.

**Maury Kepley**

General Manager - Tomboy Tavern

Telluride Ski & Golf, LLC

656 Mountain Village Boulevard

Telluride, CO 81435

P: 970-728-7467

C: 928-853-0028

[mkepley@tellurideskiresort.com](mailto:mkepley@tellurideskiresort.com)

[www.tellurideskiresort.com](http://www.tellurideskiresort.com)



## Susan Johnston

---

**Subject:** FW: Parking fee at the parking structure.

**From:** "Roth, Stephen" <[SRoth@tellurideskiresort.com](mailto:SRoth@tellurideskiresort.com)>  
**Date:** May 16, 2016 at 8:45:30 AM MDT  
**To:** "[JKennefick@mtnvillage.org](mailto:JKennefick@mtnvillage.org)" <[JKennefick@mtnvillage.org](mailto:JKennefick@mtnvillage.org)>  
**Subject:** Parking fee at the parking structure.

To the Town Council of Mountain Village,

Good day. I write to you today to encourage to keep day parking free in the parking structure. As more and more employees are commuting into town this free resource becomes a greater need. These are the front line staff that can least afford to pay for daily parking. I feel there is also a benefit to the guests coming to MV but not as great. I work and live in Mountain Village and thank you for your consideration.

Stephen Roth  
VP of Culinary Services  
Telluride Ski and Golf LLC.  
phone 970 728 7314  
cell 970 708 0389  
fax 970 728 6364

**CONFIDENTIALITY NOTICE:** Unless otherwise indicated or obvious from the nature of this email, the information contained in this email message is attorney privileged and confidential information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the sender. Thank you.

**Susan Johnston**

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**Subject:** FW: Garage Parking Fees

-----Original Message-----

From: Tucker, Jak [<mailto:jtucker@tellurideskiresort.com>]

Sent: Friday, May 13, 2016 9:52 AM

To: Jackie Kennefick

Subject: Garage Parking Fees

Good Morning Miss Kennefick,

I would like to take an moment to express my opinion on the upcoming decision regarding reinstating parking fees for the Mountain Village Parking Structure. I have been working and managing in the Culinary Services department of Telski for 6 years now, and commuting all these years. I am lucky enough to have enough status to be awarded a parking pass for our own lots, however we do not have room to accommodate many of my subordinates who must also commute to Mountain Village due to our ongoing housing shortage. I believe it would be unfair to impose parking fees upon those whom it will effect the most. I oppose parking fees for our hard working employees and hope that we as a community can support our service workers by continuing to provide free parking.

Thank you for your time.

Sincerely,

Jak Tucker

General Manager

Big Billie's Restaurant, Crazy Elk Pizzeria

[jtucker@tellurideskiresort.com](mailto:jtucker@tellurideskiresort.com)<<mailto:jtucker@tellurideskiresort.com>>

(603) 315-0910

**Susan Johnston**

---

**Subject:** FW: Wayfinding | Lot 640A | Single-Family Lot Subdivision | And More

---

**From:** Jeff Kocher [<mailto:jeffkocher@gmail.com>]

**Sent:** Sunday, May 15, 2016 9:07 PM

**To:** Nichole Zangara

**Subject:** Re: Wayfinding | Lot 640A | Single-Family Lot Subdivision | And More

We are adamantly opposed to allowing subdivision of single family lots in Mt. Village. This alteration of the Mt. Village master plan will irreparably change the nature of this world class community, and damage interests and property values of current Mt. Village residents. You folks were elected by us to protect our community and our rights, stand up and do right thing.



## Susan Johnston

---

**Subject:** FW: Lot 640A term sheet

**From:** Roz Strong <[rosamond56@gmail.com](mailto:rosamond56@gmail.com)>

**Date:** May 16, 2016 at 8:30:57 AM MDT

**To:** Jackie Kennefick <[JKennefick@mtnvillage.org](mailto:JKennefick@mtnvillage.org)>

**Subject:** Lot 640A term sheet

Morning Jackie,

Will you please pass this on to the Mtn Village town council members this morning for their meeting.

To Mtn Village Town Council Members,

First off, thank you for all you do to manage and run our town. I appreciate all your efforts I know it is a lot of time and work.

My thoughts about the term sheet for Lot 640A and the developer and the park.

Why are we paying the developer the \$700,000 number and also giving him up zoning from 30 to 45? He is making out pretty good wouldn't you say? He is getting his needs met and making money on the deal. Did you ever consider the Developer trading the 1.5 or so acres for the park for the privilege to up zone from 30 to 45 units?

I understand you all are pushing for more employee housing, and it is needed.

Please consider these thoughts as you continue forward.

Thank you, Roz Strong . Prospect Creek.

**To: Mountain Village Town Council**

**From: Richard Thorpe, Meadows Homeowner**

**Subject: Lot 640A, Telluride Apartments**

**My concerns are as follows:**

**1 I would like to see an appraisal for the land.**

**2 I would like to see the parcel we're proposing to purchase staked and marked so that the public can see the exact dimensions.**

**3 I would like to know exactly who has been involved in this process so far.**

**4 How and when were our elected representatives (town council) advised of this project?**

**5 I would like the original purchase price that the developer paid for this parcel to be disclosed.**

**6 I would also like to know how much the town has spent so far on this project. (legal, etc.)**

**In general I am in support of a Town Park and affordable housing on said lot, If the process proceeds in an open and public manner, and the concerns of the Meadows residents are taken into consideration.**

**Subject:** FW: Lot 640A

**From:** Brian Eaton <[bingo.eaton@cox.net](mailto:bingo.eaton@cox.net)>  
**Date:** May 18, 2016 at 9:59:08 PM MST  
**To:** [mjmckinley11@gmail.com](mailto:mjmckinley11@gmail.com), [dcaton@yahoo.com](mailto:dcaton@yahoo.com), laila  
<[lailambenitez@gmail.com](mailto:lailambenitez@gmail.com)>  
**Subject:** Lot 640A

Friends and Council Members,  
Just wondering how something as important as this large project and a lot of public money being spent comes before the Council without any public input, and only 5 days notification.  
As you should know, attending or watching Council meetings has been a complete waste of time for us for many years now. We are allowed to "comment only", no answers. What happened to having town hall meetings for big developments such as this? The only time Council tabled action was when we finally showed up with several lawyers in tow!  
I heartily support Richard Thorpe's letter asking very basic questions that we all should have heard about before the approval comes before Council..

Please rebut the Mayor in continuing to give away public funds and land without RFPS, appraisals and public meetings. After the TSRC fiasco, the Lofts giveaway, and now the disastrous medical center project, you should know by now that there is no support from the residents and homeowners for such costly idiocy!

Thank you for your consideration,  
Brian Eaton  
104 Gold Hill Ct

Sent from my iPad

May 17,2016

To: Town of Mountain Village

Regarding: Lot 640A, Telluride Apartments

These are my concerns regarding the issue:

- 1.The purchase price of Lot 640A;
- 2.The exact layout of the said proposed park, complete with stakes, at all borders for community to see , as well as price per sq ft of what we would be getting;
- 3.When did the Town Council start working on giving developer of Lot 640A \$ 700,000;
- 4.Who was involved in negotiations with developer;
- 5.Legal expenses on this issue to date.

General idea of affordable public housing, and a public park on Lot 640A is a good one, that has worked for decades. The final product is of concern, as the developer has a reputation of construction problems, as even noted by Mayor Delves.

Concerns regarding transparency dealing with developers have been on mind of our community for some time now, the community is watching all this very closely.

So please, make sure that due process is followed at all steps of this project, not only at limiting time of public comments, and schedule meetings in evening hours, so community can actually attend.

Thank you,

Jolana Vanek,

Meadows Homeowner

**Susan Johnston**

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**Subject:** FW: Wayfinding/Signage Project

**From:** Thomas Kerr [<mailto:tomdkerr1@gmail.com>]

**Sent:** Tuesday, April 19, 2016 2:08 PM

**To:** mvclerk

**Subject:** Wayfinding/Signage Project

I am a new owner in Mountain Village Core. My wife and I have been coming out for about 7 years, winter/summer. It took me about 5 years to figure out where the stores are and how they are connected for a pedestrian, and we stayed in the Village. New visitors are almost all stupid like me and can't find out what places are around and can't figure out which way to go to look. I only found out the Telluride Truffle was there one year before they closed. And I really like chocolate.

The current signage is completely confusing. A look at the posted Village map shows this plaza, that plaza, the eyes glaze over and I wandered away. I couldn't find anything. I was not looking for names of plazas, I was looking for chocolate.

I read that Mountain Village was somehow copied from Zermatt. In Zermatt the stores can be easily found because they are almost all on the Swiss German version of Main Street, called Bahnhofstrasse.

I suggest that the main winding way that connects the various commercial groupings be renamed

## **Mountain Main Street**

Distinctive signs, unlike any others around, could easily designate it. I like Black victorian with white letters, but whatever. Just so that first time seekers for chocolate see plainly, easily, immediately that this is the way to go to find things. Distinct pavers would also be helpful, but expensive.

Then lists of stores should be in a different style, but easy to find, easy to read, and complete, with simple directional arrows showing which way on Mountain Main Street to go looking. They could be grouped by 'plaza' or whatever. There's lots of ways to do this, but please remember Nobody Cares About Plaza Names, nobody will ever figure out where this plaza is or that. They really deeply don't care. They want skis, beer or pasta. If a random idiot like me can't get the info they need from signs in 5 seconds, the signs are a total failure.

And please somebody bring Telluride Truffle back up the mountain so we can all satisfy that urge...

Thomas Kerr  
Village Creek 3

## See Forever Restaurant Conversion

Michael Lynch Robinson Waters & O'Dorisio P.C.

# Overview



# Overview

- Intend to convert the 3,400 sq. ft. restaurant space into a four bedroom condominium unit that is included in the See Forever short-term rental pool.
- Restaurant space is required by PUD agreement as one of the public benefits and by an associated covenant held by TSG.
- TSG has agreed to release the covenant.
- Located in an unplatted garden level space by the public viewing plaza area.
- Town already approved plaza level residential use so no additional variation is needed.



# Overview



# Overview

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- Part of the restaurant space is located in the COM I area on the first floor and was used as a bar and lounge area that was closed because there was not enough foot traffic to financially support the operation.
  - COM I now functions as a front desk area for See Forever.
  - Intend to enter into the Unit Management Agreement with The Peaks for short-term rental.
- 



# Restaurant Space

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- Early 2000s Design Regulations required a restaurant for all Village Center Development, with specific elements such as 100 seat restaurant and ventilation.
  - See Forever is located in the Village Center.
- The restaurant site is immediately next to what was planned as a gondola terminal that was to originate from the Valley Floor.
- The 1980s Telluride Master Plan envisioned development on the Valley Floor.
- Gondola would have provided critical foot traffic.

# Restaurant Space

- Telluride's condemnation of the Valley Floor made the restaurant space unviable.
- The space has been vacant for 16 years.
- Successful local restaurateur was offered the space for a de minimis lease amount but he said the space does not work due to location.
- Even a national restaurateur who visits Telluride was shown the space and he said it would not work due to no foot traffic.
- Lots of Telluride restaurateurs were approached with no success.

# Replacement Public Benefit

- We are proposing to convert the restaurant space public benefit into a short-term bed base public benefit.
- PUD agreement already recognizes short-term bed base as a public benefit.
- All units at See Forever can place their units into The Peaks rental program subject to the Unit Management Agreement.
- The conversion will provide for use tax, lodging tax, property tax and RETA to the TMVOA.

# Replacement Public Benefit

- More importantly, the conversion will provide a great hotbed opportunity in the Village Center.
- Four bedroom units are in demand to provide lodging to families and larger groups.
- New unit will add approximately 171 visitor days to the Village Center based on the 2015-2016 average occupancy rate (49.6%).
- Estimated lodging tax of \$7,300 per winter season.

# Replacement Public Benefit

- Approximately 6 people each room night
- \$140 per day in spending per person for each hotbed unit\*\*
- $6 \times \$140 \times 171 = \text{Approx. } \$143,640$  in annual retail and restaurant spending.

\*\*2011 Data from Comprehensive Plan Economic Analysis

# Replacement Public Benefit

- Also proposing to pay for the natural gas cost for walkway snowmelt to Lot 114 and upper terrace by the proposed condo unit.
- These Areas = approx. 1,260 sq. ft. of snowmelt (walkway to Lot 114 needs a survey)
- Total Snowmelt Area = 19,675 sq. ft. (not including walkway to Lot 114)
- 1,260 sq. ft. = Approx. 6% of Total Snowmelt Area





# Replacement Public Benefit

- HOA currently pays snowmelt costs for 8,137 sq. ft. or 41 percent of snowmelt area.
- Terrace Area of approx. 852 sq. ft. would increase HOA share of snowmelt to approx. 45%.
- Snowmelt for walkway to Unit 114 is currently paid for by the Town and not part of calculated snowmelt area.
- Lot 114 owner and the new condo owner will pay for the natural gas snowmelt costs for these new areas through HOA allocations.

# Summary

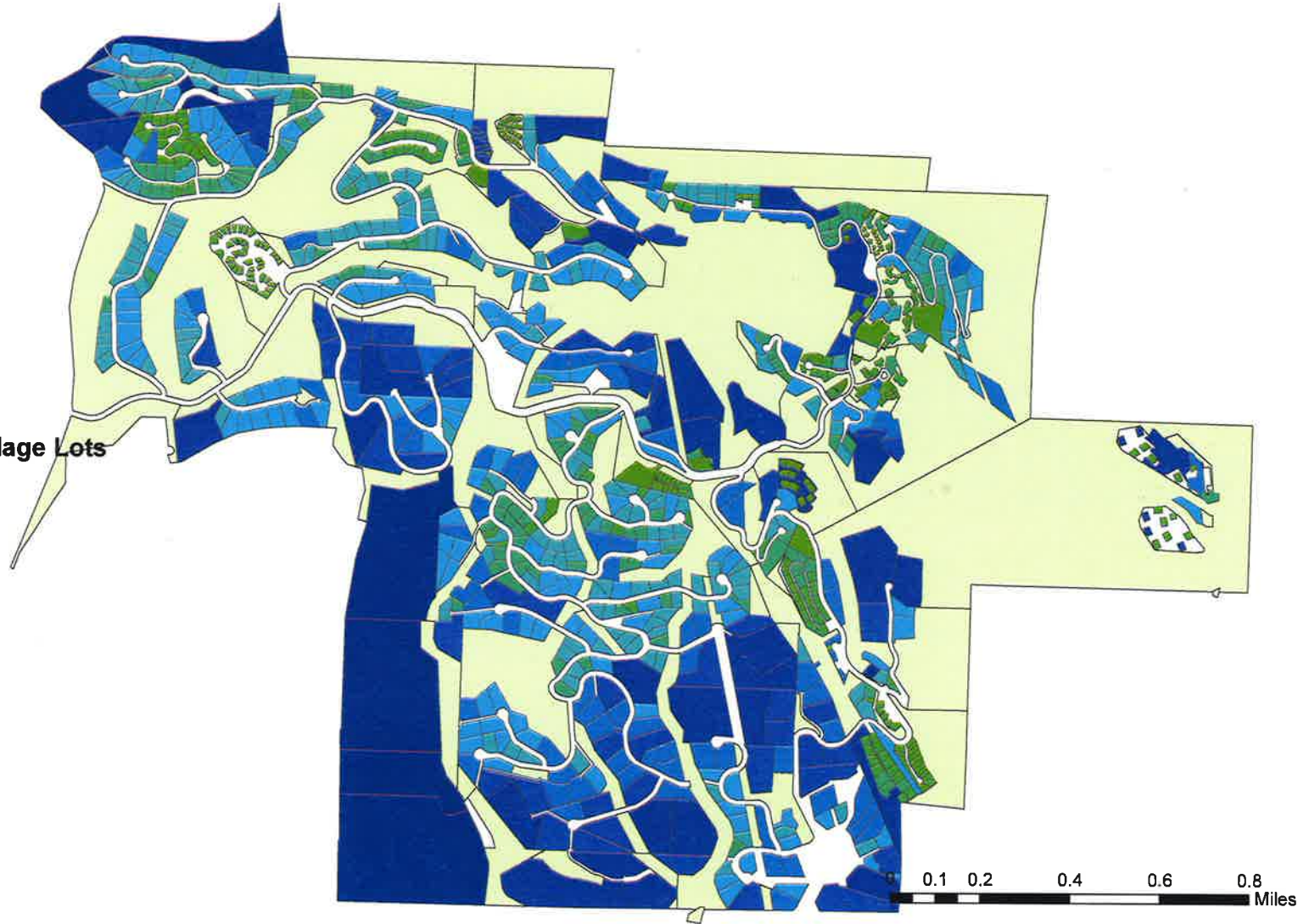
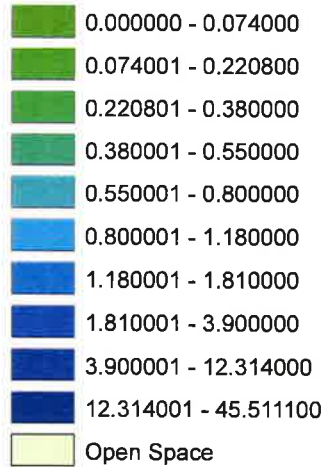
- The conversion of the restaurant public benefit to a hotbed benefit is an equal benefit.
- We are effecting a reduction of snowmelt costs to help add some benefit.
- Requiring the HOA to pay for all the snowmelt costs is not proportional to the requested change and is treating this Village Center development different from the rest of the Village Center.
- Dan and Melissa want to add activity and vitality to the Core and activate a currently unfinished space.



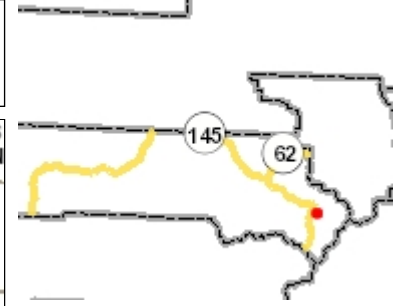
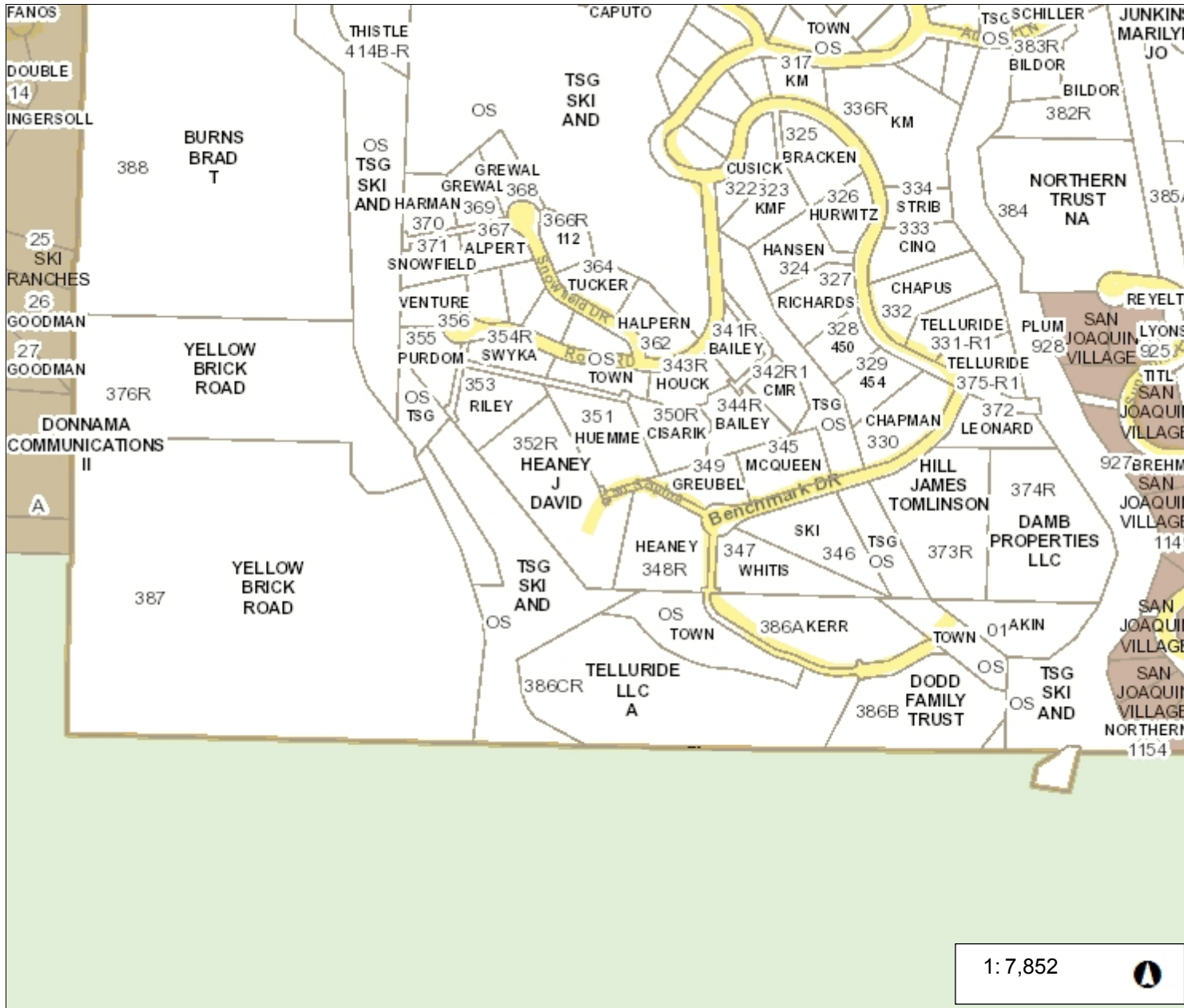
**Legend**

**Town\_of\_Mountain\_Village Lots**

**ACRES 10% Steps**



# YBR Vicinity Map

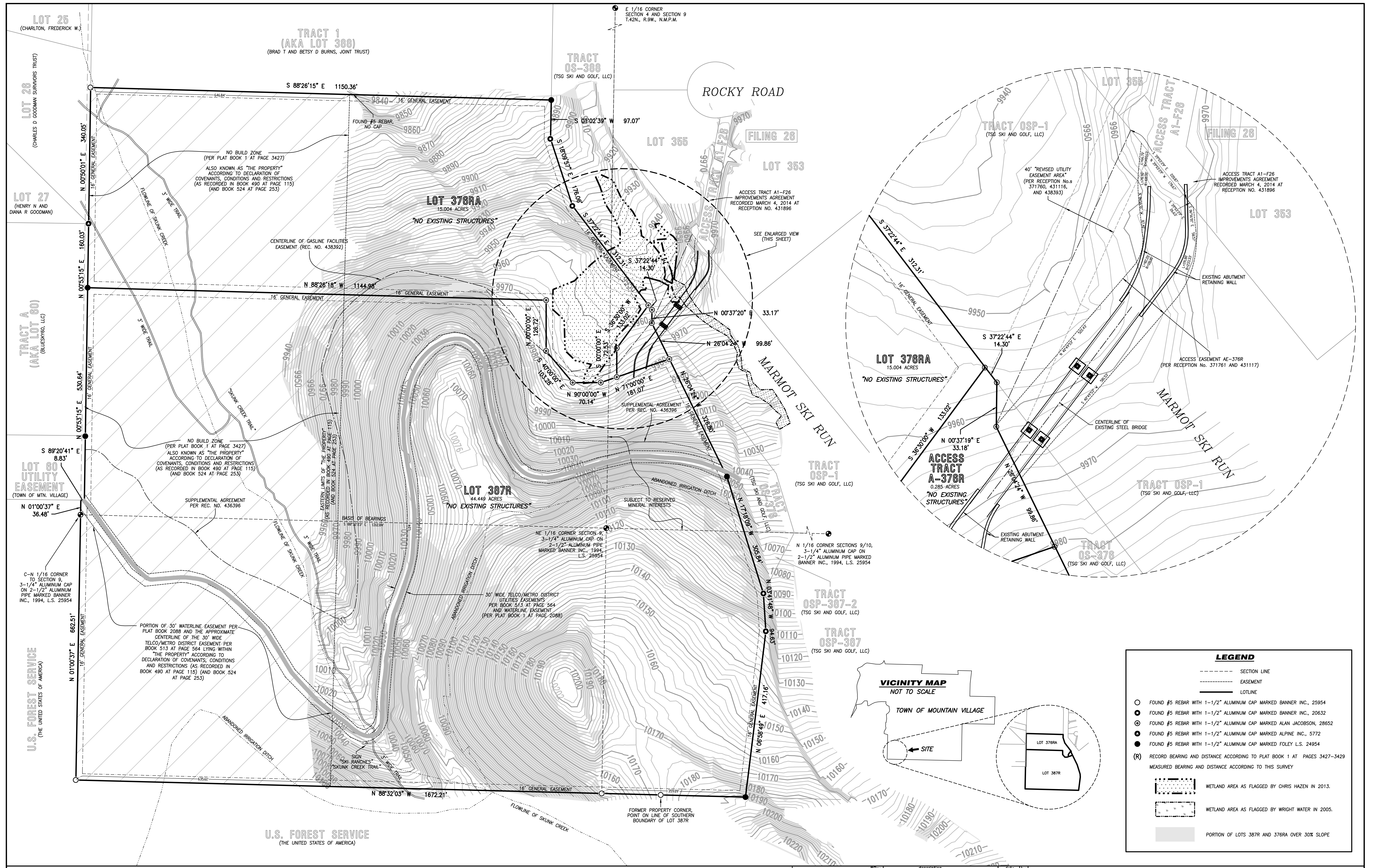


- ### Legend
- Parcel Boundaries
  - Subdivisions**
  - <all other values>
  - ADAMS RANCH
  - ALDASORO RANCH
  - ALDER CANYON RANCHES
  - ALTA LAKES
  - ANDERSON RANCH
  - AVALON MESA
  - BACKMAN VILLAGE
  - BARLOW PUD
  - BEAVER PINES
  - BEAVER POND
  - BEAVER POND SUBDIVISION
  - BERMAN BUCKSKIN RANCH
  - BIG VALLEY RANCH
  - BLIZLIS
  - BLUE CANYON RANCHES
  - BLUE VISTA SUBDIVISION
  - BLUFFS
  - BOCCHINI PUD
  - BOSTON COMMONS
  - BOULDERS AT MOUNTAIN VILLA
  - BOYD SUBDIVISION
  - BREWERY PROPERTY
  - BROWN DOG RANCH
  - BROWN RANCH
  - BROWN RANCH EAST

1:7,852

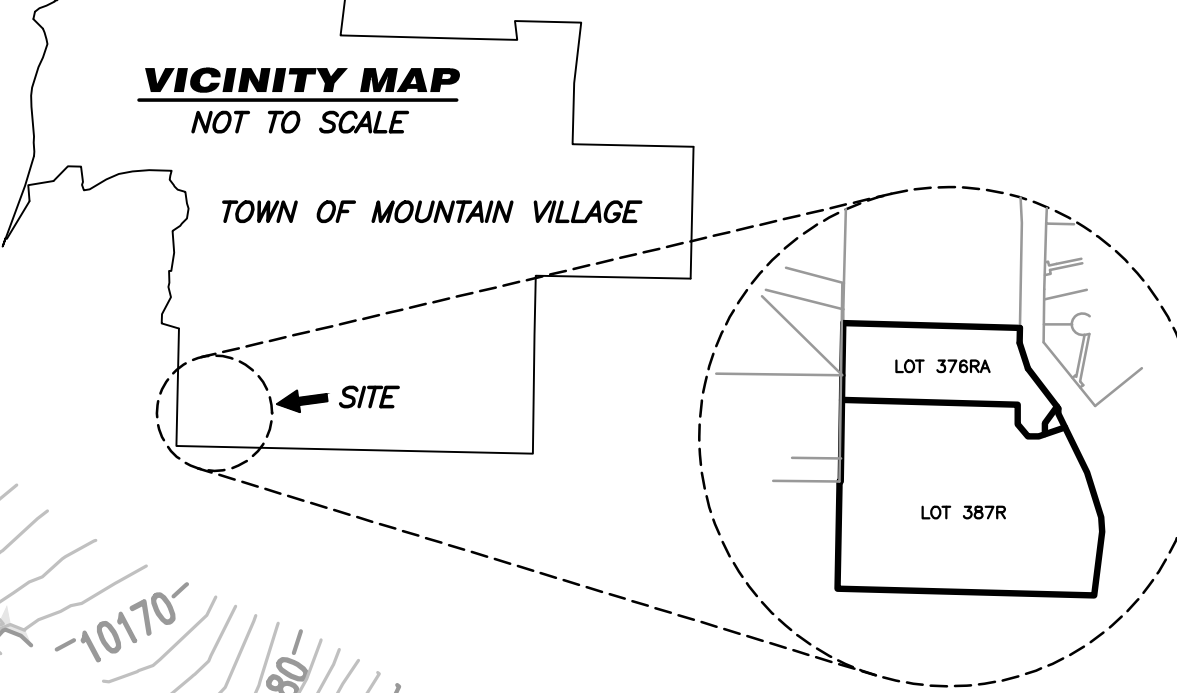


Notes



**LEGEND**

- SECTION LINE
- - - - - EASEMENT
- LOTLINE
- FOUND #5 REBAR WITH 1-1/2" ALUMINUM CAP MARKED BANNER INC., 25954
- FOUND #5 REBAR WITH 1-1/2" ALUMINUM CAP MARKED BANNER INC., 20632
- ⊙ FOUND #5 REBAR WITH 1-1/2" ALUMINUM CAP MARKED ALAN JACOBSON, 28652
- FOUND #5 REBAR WITH 1-1/2" ALUMINUM CAP MARKED ALPINE INC., 5772
- FOUND #5 REBAR WITH 1-1/2" ALUMINUM CAP MARKED FOLEY L.S. 24954
- (R) RECORD BEARING AND DISTANCE ACCORDING TO PLAT BOOK 1 AT PAGES 3427-3429 MEASURED BEARING AND DISTANCE ACCORDING TO THIS SURVEY
- [Pattern] WETLAND AREA AS FLAGGED BY CHRIS HAZEN IN 2013.
- [Pattern] WETLAND AREA AS FLAGGED BY WRIGHT WATER IN 2005.
- [Shaded] PORTION OF LOTS 387R AND 376RA OVER 30% SLOPE



**EXISTING CONDITIONS SURVEY OF LOT 376RA, LOT 387R AND ACCESS TRACT A-376R, TOWN OF MOUNTAIN VILLAGE, SITUATED IN THE NE 1/4 OF SECTION 9, T.42N., R.9W., N.M.P.M., COUNTY OF SAN MIGUEL, STATE OF COLORADO.**

Project Mgr:	DB
Technician:	FD
Checked by:	
Start date:	01/22/2016



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



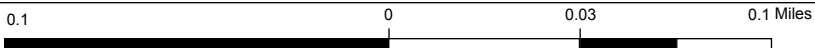


### Legend

- Road names
- County Boundaries

Map Generated  
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### Notes



1:2,110


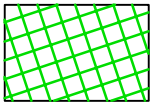

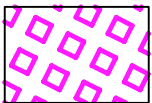


This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION  
www.sanmiguelcountyco.gov



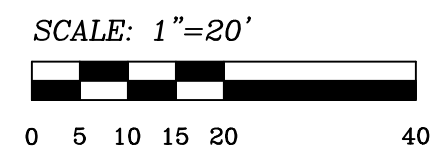
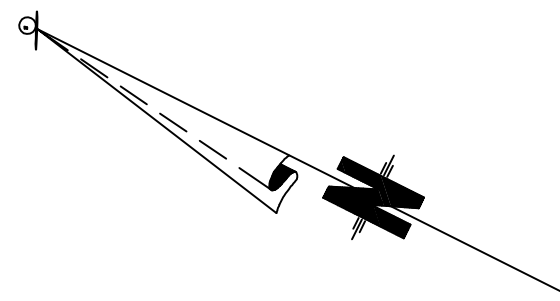
### LEGEND

-  B101 PATIO TO BE MAINTAINED BY SEE FOREVER VILLAGE HOA AND SECONDARY WALKWAYS  
TOTAL AREA = 8137 SQ.FT.
-  LANDSCAPING AREA TO BE MAINTAINED BY SEE FOREVER VILLAGE HOA
-  TO BE MAINTAINED BY THE TOWN OF MOUNTAIN VILLAGE  
TOTAL AREA = 11538 SQ.FT.
-  TO BE MAINTAINED BY THE TOWN OF MOUNTAIN VILLAGE



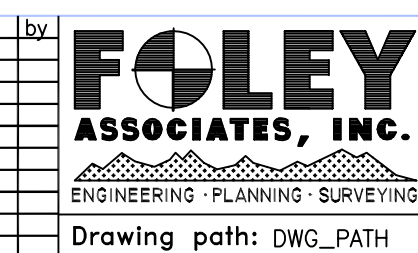
Approximately 852 square feet

Approximate 408 sq. ft. (Needs to be Surveyed)



# EXHIBIT A - AGREEMENT REGARDING MAINTENANCE OBLIGATIONS

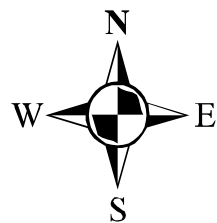
Project Mgr:	Rev.	description	date	by
PROJ-MGR				
Technician:				
Checked by:				
Start date:				



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

Drawing path: DWG\_PATH      SheetSHEETof SHEETS      Project #: PROJ\_NUMBER

W:\Jobs\CBBS\1991\0128 See Forever\dwg\CONDO 04-08 Maintenance 04-08.dwg, 4-28-2008 10:50:59 AM, .lrf



**Legend**

**Town\_of\_Mountain\_Village Lots**

**ACRES 10% Steps**

