

**TOWN OF MOUNTAIN VILLAGE  
TOWN COUNCIL REGULAR MEETING  
THURSDAY, FEBRUARY 16, 2017, 8:30 AM  
2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL  
455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO  
AGENDA**

	Time	Min	Presenter	Type	
1.	8:30				Call to Order
2.	8:30	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 Approval of Minutes of the January 19, 2017 Regular Town Council Meeting
5.	9:40	5	Johnston	Action	Liquor Licensing Authority: a. Consideration of an Application by Telski Food & Beverage Services DBA Tomboy Tavern for a Temporary Modification of Premises on the Hotel & Restaurant with Optional Premises Liquor License for an Event on April 2, 2017 to Celebrate Closing Day of the 2016-2017 Ski Season
6.	9:45	20	Swain	Action	Finance: a. Presentation of the January 31, 2017 Business & Government Activity Report (BAGAR) b. Consideration of the December 31, 2016 Financials c. Consideration and Ratification of the 2018 Budget Process
7.	10:05	5	Van Nimwegen	Action <b>Quasi-Judicial</b>	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding the Following Proposed Actions for Lot 640A, 306 Adams Ranch Road: a. The Proposed Rezoning of the Southern .55 Acres of Lot 640A (2.56 Acres) from Multi-Family Zone District to Class 2 Active Open Space and the Remaining 2.01 Acres to Class 3 Active Open Space; and b. The Transfer of 15 units of Employee Apartment or Condominium Units (45 Person Equivalent Density) from the Density Bank to Lot 640A for a Total of 45 Units of Employee Apartment or Condominium Units (135 person Equivalent Density) <b>(The Applicant has Requested that this Item be Tabled and Understands that in Order to be Placed on a Future Agenda the Noticing Process will Start Over)</b>
8.	10:10	5	Van Nimwegen	Action <b>Quasi-Judicial</b>	Consideration of a Resolution Approving a Conditional Use Permit for 45 Employee Apartments or Condominium Units on the Central 1.41 Acres of Lot 640A. The Address of the Property is 306 Adams Ranch Road <b>(The Applicant has Requested that this Item be Tabled and Understands that in Order to be Placed on a Future Agenda, the Noticing Process will Start Over)</b>
9.	10:15	30	Van Nimwegen	Action	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance to Amend Chapter 17.4 Development Review Procedures of the Community Development Code Regarding Establishing a Two-step Design Review Process
10.	10:45	15	Van Nimwegen	Action	Second Reading, Public Hearing and Council Vote on an Ordinance to Amend Chapter 17.5 Design Regulations of the Community Development Code
11.	11:00	15	Van Nimwegen	Action	Consideration of a Resolution to Reduce Light from the Second Story of the St. Sophia Gondola Station
12.	11:15	45	Jansen	Work Session	Discussion Regarding Village Court Apartments Rental Eligibility Requirements
	12:00	30			Lunch
13.	12:30	30	Van Nimwegen	Action Public Hearing	Consideration of a Resolution Approving an Amendment to a Previously Approved Conditional Use Permit for a 100 foot Communication Tower to be Located in Tract OSP 49-R (Resolution No. 2015-0423-08) to Remove

**TOWN COUNCIL MEETING  
AGENDA FOR FEBRUARY 16, 2017**

				<b>Quasi-Judicial</b>	the Condition that Prohibited the Tower from Including Lights. The Request is to Allow a Red Beacon as Required by the Federal Aviation Administration
14.	1:00	10	Starr	Action	Consideration of Approval of a Letter of Support to the Colorado Department of Public Health and Environment for Two Grant Applications - one Regarding a Regional Composting Facility in Olathe and one to be Submitted by EcoAction Partners for Regional Composting Infrastructure
15.	1:10	10	Montgomery	Action	Consideration of a Letter of Support to DOLA for a Jail Remodel and Expansion to Include Hold Units at the San Miguel County Facility in Ilium
16.	1:20	20	Mahoney	Work Session	Discussion Regarding Insurance Requirements Related to Open Burn Applications
17.	1:40	30	Kunz Montgomery	Work Session	Discussion on Benchmarking Study and Potential Implementation of a Compensation and Benefits Study in Lieu
18.	2:10	20	Kunz Montgomery	Informational Action	Staff Reports: a. Human Resources i. Bi-annual Report ii. Consideration of Approval of the 2017 Employee Handbook b. Town Manager
19.	2:30	20	Council Members	Informational	Council Boards and Commissions Updates: a. San Miguel Watershed Coalition – Jett b. Colorado Flights Alliance – Jansen c. Transportation & Parking – MacIntire/Benitez d. Budget & Finance Committee – McKinley/Caton e. Gondola Committee – McKinley/Caton f. Colorado Communities for Climate Action-Jett g. San Miguel Authority for Regional Transportation-Benitez h. Eco Action Partners -Sherry i. Telluride Historical Museum-Sherry j. Mayor's Update
20.	2:50	45	Van Nimwegen	Action <b>Quasi-Judicial</b>	Second Reading, Public Hearing and Council Vote on an Ordinance Regarding: (1) A Major Amendment to the See Forever Planned Unit Development to Convert the Proposed Restaurant and Related Space, Known as COM-1 per the See Forever Village at The Peaks Subdivision Plat Recorded At Reception Number 379984, to Residential Condominium; (2) Rezoning of Approximately 500 Square Feet of Town Owned Open Space, Parcel OS-3J that is Located Directly Below the Deck of Unit A101 of the See Forever Condominium Plat from Full Use Active Open Space to Village Center; and (3) Rezone and Transfer of a Condominium Unit of Density (3 Person Equivalent) to the See Forever PUD. The Address of the Property is 117 Sunny Ridge Place
21.	3:35	15	Van Nimwegen	Action <b>Quasi-Judicial</b>	Consideration of a Resolution to Approve the See Forever Plaza III – Replat No. 3 Minor Subdivision
22.	3:50	5	Kennefick		Other Business: a. Discussion on June meeting date
23.	3:55				Adjourn

Please note that times are approximate and subject to change.

jk  
02/08/17

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)



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**TOWN OF MOUNTAIN VILLAGE  
MINUTES OF THE JANUARY 19, 2017  
REGULAR TOWN COUNCIL MEETING**

**AGENDA ITEM #4**

The meeting of the Town Council was called to order by Mayor Dan Jansen at 8:32 a.m. on Thursday, January 19, 2017 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  
Laila Benitez  
Michelle Sherry  
Bruce MacIntire  
Cath Jett via conference call

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

Marty McKinley, Mayor Pro-Tem  
Dan Caton

Also in attendance were:

Kim Montgomery, Town Manager  
Jackie Kennefick, Director of Administration/Town Clerk  
Susan Johnston, Deputy Town Clerk  
Christina Meilander, Administrative Services Coordinator  
David Reed, Town Attorney  
Jim Mahoney, Assistant Town Attorney  
Sarah Abbott, Associate Town Attorney  
Kevin Swain, Finance Director  
Julie Vergari, Chief Accountant  
Nichole Zangara Riley, Director of Marketing & Business Development  
Chris Broady, Police Chief  
Glen Van Nimwegen, Dir. of Planning & Development Services  
Deanna Drew, Director of Plazas & Environmental Services  
Finn Kjome, Director of Public Works  
Sam Starr, Planner  
Dawn Katz, Director of Mountain Munchkins  
Steve Lehane, Director of Cable & Broadband Services  
Phil Evans

Tim Johnson  
Alec Jacobson  
Rich Nuttall  
Robert Stenhammer  
Heather Knox  
Rube Felicelli  
Erich Lange  
Kris Bartosiak  
Harper Meek  
Pam Guillory  
Lavern Johnson  
Liz Caton  
Greer Garner  
David Eckman  
Luke Trujillo  
Keith Brown  
David Craig  
Banks Brown

Alec Jacobson presented each Council member with a copy of the book *The Well Tempered City* by Jonathan Rose about the role of cities in addressing important issues. Mr. Rose was the Keynote Speaker at the Ideas Festival last September.

**Executive Session for the Purpose of a Personnel Matter Pursuant to C.R.S. Section 24.6.402((4)(f)(I)), and 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 Laila Benitez and seconded by Bruce MacIntire, Council agreed to enter into Executive Session for the purpose of a personnel matter pursuant to C.R.S. Section 24.6.402((4)(f)(I)), and for 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 8:33 a.m.

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

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

No public comment was received.

**Consideration of Approval of Minutes of the December 8, 2016 Regular Town Council Meeting (4)**

Deputy Town Clerk Susan Johnston presented. On a **MOTION** by Bruce MacIntire and seconded by Laila Benitez, Council voted unanimously to approve the December 8, 2016 meeting minutes with the following changes:

Agenda item 6; *correction of a spelling error Conde Nast Traveler*

Agenda item 10; *The Town of Mountain Village co-owns and co-funds the Regional Wastewater Treatment Plant; The Mayor disclosed that his company has a partnership with Stantec in the Oil and Gas sector.*

**Consideration of a Resolution Designating Posting Locations for the Town's Ordinances and Public Notices (5)**

Director of Administration/Town Clerk Jackie Kennefick presented the above item. Council discussion ensued. On a **MOTION** by Bruce MacIntire and seconded by Laila Benitez, Council voted unanimously to adopt a Resolution designating posting locations for the Town's Ordinances and public notices.

**Liquor Licensing Authority: (6)**

**Consideration of Re-certification of the Mountain Village Promotional Association and Common Consumption Area**

Susan Johnston presented the application stating that it was reviewed by Assistant Town Attorney Jim Mahoney and Police Chief Chris Broady. Mr. Mahoney recommended including the following conditions with the re-certification approval:

- Applicant shall provide new license agreement to the Clerk's Office no later than April 1, 2017 which evidence the use of Town of Mountain Village and TSG property for the common consumption area beyond the existing license agreements which expire April 1, 2017
- Applicant shall provide an updated insurance certificate to the Clerk's Office prior to May 1, 2017 to shown coverage for the remainder of the 2017 calendar year

Ms. Johnston stated that a license agreement has been drafted with a renewal date of January 31, 2018 and that staff will have it executed. On a **MOTION** by Laila Benitez and seconded by Bruce MacIntire, Council voted unanimously to approve the re-certification of the Mountain Village Promotional Association and Common Consumption Area with the conditions listed above.

**Bi-Annual Report for TRAA (Telluride Regional Airport Authority) (7)**

Airport Manager Rich Nuttall presented the above report stating that the Airport's operating net income rose 133% in 2016 over 2015, and is the largest net operating income the Airport has achieved in its history. The airport has paid off its hangar debt and the C approach has been approved. The approach will help secure future airline service by allowing larger jets to land at TEX. Terminal improvements will be complete by fall 2017. The airport is purchasing new runway de-icing equipment, which will allow them to open the runways sooner in bad weather.

**Presentation of EAP (Eco Action Partners) 2017 Work Plan Including Mountain Village Specific Efforts (8)**

EAP Director Heather Knox presented the 2017 work plan highlighting Mountain Village specific efforts. She listed the Energy/Greenhouse gas reduction programs:

- San Miguel Power Association Income Qualified Program Weatherization and Income Qualified Solar (Thirty participants currently with three residing in Mountain Village)

SMPA Board President Rube Felicelli added that the program has helped members make their homes more energy efficient and to pay their bills. The weatherization is funded by State grants with no cost to the member. Once the weatherization is complete, the SMPA member is eligible for a free solar panel associated with their account in the new SMPA Income Qualified solar garden. SMPA has a separate program where EAP will perform an analysis of a home to determine its energy efficiency. The inspector will advise the

homeowner on what needs to be done and a rebate program is available to aid with the upgrades. CARE (Cooperative for Assistance and Relief Everywhere) contracted with EAP to handle the weatherization portion of the Income Qualified Program.

- Greenlights Regional LED Program (sold over 7000 LED bulbs) and referred a new Mountain Village business looking for LED lighting to Mountain Village staff
- Sneffels Energy Board (tracks greenhouse gas emissions and produces a Regional Green House Gas Impact Report)
- Tri-State Electricity Mix
- Energy Efficiency Building Codes
- EAP provides technical assistance as needed for energy mitigation calculations and implementation questions on the Mountain Village energy code requirements for Mountain Village SMART Building Program
- Colorado CPACE Program (Commercial Property Assessed Clean Energy Program)

Waste Reduction Programs:

- CDPHE (Colorado Department of Public Health and Environment) Planning Grant looking to identify a site for neighborhood composting (Village Court Apartments) was suggested as a Mountain Village location
- Regional Electronics Recycling
- Sunset Concert Series Cups (EAP is considering asking for a variance from the State on requirements for disposable cups)

Education/Community Outreach Programs:

- EcoAction Partners Impact Report
- Mountain Village Green Certified Businesses
- Truth or Dare School Program

Council discussion ensued regarding the proposed Mountain Village local composting program. Ms. Knox thanked Council for their support.

#### **Finance: (9)**

##### **a. Presentation of the December 31, 2016 Business & Government Activity Report (BAGAR)**

Director of Finance Kevin Swain presented the BAGAR. Council discussion ensued.

##### **b. Consideration of the November 2016 Financials**

Mr. Swain presented the financials. Council discussion ensued. On a **MOTION** by Laila Benitez and seconded by Bruce MacIntire, Council voted unanimously to approve the November 2016 financials.

##### **c. Consideration of a Resolution Amending Resolution 2016-1117-17 Cable Rates**

Mr. Swain presented stating that this Resolution will amend Resolution 2016-1117-17 which set the rates prior to an additional rate increase from a basic services program provider. On a **MOTION** by Michelle Sherry and seconded by Laila Benitez, Council voted unanimously to adopt a Resolution amending Resolution 2016-1117-17 as presented.

#### **First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding the Following Proposed Actions for Lot 640A, 306 Adams Ranch Road: (10)**

- The Proposed Rezoning of the Southern .55 Acres of Lot 640A (2.56 Acres) from Multi-Family Zone District to Class 2 Active Open Space and the Remaining 2.01 Acres to Class 3 Active Open Space; and**
- The Transfer of 15 units of Employee Apartment or Condominium Units (45 Person Equivalent Density) from the Density Bank to Lot 640A for a Total of 45 Units of Employee Apartment or Condominium Units (135 person Equivalent Density).**

*(The Applicant has Requested that this Item be Continued to the February 16, 2017 Town Council Meeting)*

On a **MOTION** by Bruce MacIntire and seconded by Michelle Sherry, Council voted unanimously to continue this item to the February 16th, 2017 Town Council meeting with direction to staff to instruct the

applicant that this is the final opportunity to continue and that the applicant must notice all properties within a 400 ft. radius of Lot 640A, of both the DRB meeting and the Town Council meeting in February.

**Consideration of a Resolution Approving a Conditional Use Permit for 45 Employee Apartments or Condominium Units on the Central 1.41 Acres of Lot 640A. The Address of the Property is 306 Adams Ranch Road (11)**

*(The Applicant has Requested that this Item be Continued to the February 16, 2017 Town Council Meeting)*

On a **MOTION** by Bruce MacIntire and seconded by Michelle Sherry, Council voted unanimously to continue this item to the February 16th, 2017 Town Council meeting with direction to staff to instruct the applicant that this is the final opportunity to continue and that the applicant must notice all properties within a 400 ft. radius of Lot 640A, of both the DRB meeting and the Town Council meeting in February.

**Second Reading, Public Hearing and Council Vote on an Ordinance Regarding (1) A Major Amendment to the See Forever Planned Unit Development to Convert the Proposed Restaurant and Related Space, Known as COM-1 per the See Forever Village at The Peaks Subdivision Plat Recorded At Reception Number 379984, to Residential Condominium; (2) Rezoning of Approximately 500 Square Feet of Town Owned Open Space, Parcel OS-3J that is Located Directly Below the Deck of Unit A101 of the See Forever Condominium Plat from Full Use Active Open Space to Village Center; and (3) Rezone and Transfer of a Condominium Unit of Density (3 Person Equivalent) to the See Forever PUD. The address of the property is 117 Sunny Ridge Place (12)**

*(The Applicant has Requested that this Item be Continued to the February 16, 2017 Town Council Meeting)*

On a **MOTION** by Michelle Sherry and seconded by Laila Benitez, Council voted unanimously to continue this item to the February 16th, 2017 Town Council meeting.

**Consideration of a Resolution to Approve the See Forever Plaza III – Replat No. 3 Minor Subdivision (13)**

*(The Applicant has Requested that this Item be Continued to the February 16, 2017 Town Council Meeting)*

On a **MOTION** by Michelle Sherry and seconded by Laila Benitez, Council voted unanimously to continue this item to the February 16th, 2017 Town Council meeting.

**Moved to Agenda Item 20**

**Consideration of Approval of the Mountain Village Community Grant Committee Bylaws and Adoption of Program Guidelines (14)**

Director of Plazas & Environmental Services Deanna Drew presented stating that the goal of the Committee will be to evaluate grant applications and make detailed recommendations to Council for final funding determination. Grant funding will be awarded to two types of applicants: (1) those promoting year round economic vitality and (2) those supporting health and human services. The deadline for applications will be September 1<sup>st</sup> with recommendations made to Council by the end of September. Ms. Drew stated that TMVOA (Telluride Mountain Village Owners Association) is re-analyzing their grant guidelines to be in line with the Town's. Jim Mahoney noted that the Town's guidelines are more specific to nonprofits. Council discussion ensued on including for-profit applicants that provide economic vitality; such as Wagner Skis. Council was in favor of considering these types of applicants. On a **MOTION** by Bruce MacIntire and seconded by Michelle Sherry, Council voted unanimously to adopt the Mountain Village Community Grant Committee Bylaws and program guidelines with the addition of the following items:

1. Applicant Eligibility: Remove 501c(3) but add that non-profits are preferred
2. Economic Vitality: Add definition to the term "economic vitality" but leave it broad enough for flexibility

3. Add the exclusion: the Applicant has been approved for a grant from TMVOA for the same program/event in the past 24 months or has a current application in to TMVOA for the same program/event. The purpose of this exclusion is to prevent an applicant from receiving funds from both the Town of Mountain Village and TMVOA.
4. The committee will consider emergency, out of season funding requests in limited situations. Council agreed to establish a contingency fund for these types of requests.

**Council took lunch from 12:15 p.m. to 12:29 p.m.**

**Consideration of Approval of Telluride Conference Center (TCC) Committee Bylaws (15)**

Jim Mahoney stated that the goal of the Committee is to evaluate the Conference Center performance and options for the future of the Conference Center once the bonds are paid off at the end of 2017. Council discussion ensued. Council directed staff to include the TCC Committee in Council updates on the agenda once they have begun their process. On a **MOTION** by Laila Benitez and seconded by Michelle Sherry, Council voted unanimously (4-0) to appoint Council members Marty McKinley and Bruce MacIntire, staff members Kim Montgomery, Kevin Swain, and Jim Mahoney to the Committee, and to adopt the Telluride Conference Center Committee Bylaws with the addition of the following items:

- Incorporate evaluation of the Conference Center study
- Evaluate the performance of TCC under various management structures
- Ensure that there is not too narrow of a scope considered to allow for all options
- Allow for Council member whose term is up in June 2017 to continue on the committee if not re-elected to maintain consistency
- Report to Council with monthly updates

Cath Jett rejoined the meeting at 12:35 p.m.

**Conceptual Work Session with the Design Review Board (DRB) to Discuss Proposed Changes to Chapter 17.5 Design Regulations of the Community Development Code (CDC) (16)**

Director of Planning & Development Services Glen Van Nimwegen presented noting that DRB has held five meetings on the proposed changes and is recommending approval on the draft as presented in the packet. The process was an effort to reduce inflexible standards and emphasize the importance of creating a comprehensive design that addresses the Mountain Village Design Theme. DRB members Keith Brown, Liz Caton, Greer Garner, David Craig, Luke Trujillo, Phil Evans, David Eckman, and Banks Brown were in attendance. The majority of the proposed changes fall into the following categories:

- Section 17.5.3 was bolstered to emphasize the Board's principal duty of ensuring the implementation of the Town Design Theme and applicants must be responsive to the Board's direction.
- Substituted references to "solid, heavy" and "thick" bases as a design requirement for a building design that appears "grounded" to the site to withstand alpine forces of wind, snow and heavy rain. The list of materials that support this design was expanded that could make up the base, but stone remains as the principal base material.
- Eliminated the requirements that a gable roof shall be the primary form, and the roof pitch must be a minimum of 6:12 and a maximum of 12:12. Added the requirement that roof design shall be made up of multiple forms that emphasize sloped planes, varied ridgelines and vertical offsets.
- Increased the list of appropriate roof materials to include black or gray standing seam materials that are not reflective. Provided for the general approval of certain synthetic materials after they have been proven to meet stated standards of durability, high strength and high quality design.
- Eliminated the requirements that individual windows could not be larger than 40 square feet and only 20% of the north elevation shall be glass. Instead, the new regulations require window use and placement be responsive to energy requirements, be an integral part of the design of the structure and be sensitive to adjoining properties. The standard that no more than 40% of the exterior of a structure be glass remains.

Luke Trujillo stated that the changes proposed are considerable and will allow more expressive designs to be presented. Rustic materials and earth tone colors will ensure a blended transition from the established style already present in Mountain Village. Colors and accent materials will contribute to the palette. The changes are reflective of the variance requests the Board has been receiving. DRB has been empowered to determine whether or not the lighting works with the dark sky lighting regulations. The Town can be flexible but empower DRB to make the decision on the overall design theme. Public comment was received by Harper Meek and Kris Bartosiak. Council discussion ensued and consensus was in support of the changes.

**First Reading, Setting of a Public Hearing and Council Vote on an Ordinance to Amend Chapter 17.5 Design Regulations of the Community Development Code (17)**

Glen Van Nimwegen presented the above Ordinance. On a **MOTION** by Cath Jett and seconded by Laila Benitez, Council voted (5 -0) (Marty McKinley and Dan Caton were absent) to approve on first reading an Ordinance amending Chapter 17.5 design regulations of the Community Development Code and to set the second reading, public hearing and final Council vote for February 16, 2017.

**Consideration of Approval of Additional Funding for the AECOM Contract Relative to the Town Hall Subarea Master Plan to Include AECOM Attending Adoption Meetings and Preparing Illustrative Renderings (18)**

Glen Van Nimwegen presented the above item. On February 11, 2016 the Town Council approved a Memorandum of Understanding with Telluride Mountain Village Owners Association (TMVOA) and Telluride Ski and Golf (TSG) on the process to amend the Town Hall Subarea Plan of the Comprehensive Plan. Provisions of the MOU were the formation of a planning committee made up of representatives from the Town, TMVOA (Telluride Mountain Village Owners Association) and TSG (Telluride Ski & Golf). The cost of the plan would be shared equally among the three entities. The Town entered into a contract with AECOM for \$172,500 of which one third is part of the Planning and Development Services budget. The contract included the option of adding services to include:

- The creation of two perspective renderings of the preferred alternative of the Town Hall Subarea at an additional cost of \$40,000; and
- AECOM staff presenting the final recommendations to the Design Review Board and Town Council at an additional cost of \$5,750.

The planning process has proceeded with two, two-day planning charrettes with the Committee and the community. The alternatives were presented on January 4<sup>th</sup> at a Town Hall Subarea Plan community forum. A preferred alternative is forming which will be presented to the public in March. The Committee believes the optional renderings would help gain public support for the new vision of the Town Hall subarea and AECOM staff will attend the subsequent adoption hearings to answer question. TSG and TMVOA are in agreement with funding the additional services. The Town's portion of the added services is \$15,250. Council discussion ensued. On a **MOTION** by Laila Benitez and seconded by Michelle Sherry, Council voted unanimously to approve the funding of the Optional Additional Services 1 and 2 of the AECOM contract and direct staff to approve the appropriate Change Order with a condition that any Council comments on the initial site plan be directed to legal by Friday, February 22nd. If any Council member has serious concerns the site plan will be revisited.

**Consideration of Finalization of Contribution Amount for Mental Health through Tri County Health Network in 2017 (19)**

Town Manager Kim Montgomery presented stating that the Town of Telluride has already contributed \$19,000 for mental health through Tri County Health Network, and plans to contribute up to \$30,000. San Miguel County has agreed to pledge \$30,000. Council discussion ensued. Public comment was received by Erich Lange with Tri County Health Network who stated that Telluride Foundation may also contribute but at this time the level of funding is unknown. On a **MOTION** by Laila Benitez and seconded by Bruce MacIntire, Council voted unanimously to contribute \$30,000 for mental health through Tri County Health Network in 2017.



**Council Boards and Commissions Updates: (20)**

**a. San Miguel Watershed Coalition (SMWC)– Jett**

Ms. Jett stated that SMWC is in the process of finalizing both their bylaws and forest health plan. They are working with grant writing partners for 2017 projects and creating a response plan for the river in the event of a large mine breach.

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

The Mayor added that CFA is considering a D approach which will allow for higher approach speeds, faster descents and larger planes at the Telluride Airport. In order to move forward with the improved approach, CFA will need to start working with the airlines that have larger planes to negotiate routes and revenue guarantees. The Montrose Airport is under construction for the outdoor baggage claim expansion. The return of TEX commercial air service is doing well.

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

The holiday parking was handled very smoothly. Heritage Parking Garage is doing very well with the new cost structure and the Park Mobile App is increasing in downloads and usage.

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

There was no update.

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

There was no update.

**f. Colorado Communities for Climate Action (CC4CA)- Jett**

Ms. Jett stated that they are preparing for a new administration.

**g. San Miguel Authority for Regional Transportation (SMART)-Benitez**

Laila Benitez stated that the Board has established accounts at Alpine Bank and chosen the legal counsel of Paul Taddune. Mr. Taddune is based out of Aspen but has a Montrose office and conducts business using Web X for meetings. The Community Advisory Board will consist of one representative or resident from each jurisdiction, one at large community member, two seats for business owners and one member from Telluride Ski & Golf. The Administrative Advisory Board will consist of two members from each jurisdiction most likely the County Administrator/Town Managers and the Transit Directors. Ms. Benitez stated that the search for an Executive Director position has begun and that they have submitted two grant applications to the State to help fund the development of a web site and an app for local transportation options.

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

There was no update.

**i. Telluride Historical Museum-Sherry**

Ms. Sherry stated that the museum has received grant funding from the Telluride Foundation. Upcoming activities include a snowshoe tour and the museum is featuring an online historic photo collection.

**j. Mayor’s Update-Jansen**

The Mayor stated that the *Mountain Venture Summit* will be held February 2-4<sup>th</sup> in Mountain Village. The summit focus is “How to Reinvent the Future of Mountain Towns with new Opportunities and Businesses”. Mayor Jansen and Kim Montgomery attended the Mayors and Managers Summit in Montrose yesterday to discuss issues of life in mountain towns. Several challenges that were discussed included: work force housing, child care, cable and broadband service, economic vitality, and funding for infrastructure. The Mayor suggested that Mountain Village offer to host the summit in 2018. Mayor Jansen encouraged Council attendance at the *Colorado Municipal League Annual Conference* in June. The Mayor applauded the work of the Telluride Foundation who has granted over 40 million dollars to the region over the years. The pocket park at the base of the Gondola in Telluride has been put on hold due to challenges with determining who would be responsible for funding the construction and maintenance of the sidewalk. Mountain Village owns the property but it is located in Telluride. Mountain Village has decided to move forward independently with work force housing and hire a consultant to explore constructing additional units at the Village Court Apartments.

Returned to Item 14

**Staff Reports: (21)**

**a. Mountain Munchkins**

Mountain Munchkins Director Dawn Katz presented her report stating that the *Family Date Night* fundraiser raised almost \$3000 towards the scholarship program and was very well attended. Mountain Munchkins received a \$25,000 grant from Temple Hoyne Buell that will also help fund the scholarship program. Council directed Ms. Katz to include an analysis outlining specific needs for a potential facility expansion in her 2017 goals. She stated that staffing is the biggest challenge she faces. Council thanked her for her report.

**b. Cable & Broadband Services**

Cable & Broadband Services Director Steve Lehane stated that there were no broadband or cable issues over the holiday season. The department has launched *TV Anywhere* which allows customers to access videos on several different devices anywhere and anytime. Customers will be assigned a user name and password and will receive instructions on how to access this cable feature soon.

**c. Town Manager**

Jeff Passeul from the Recreation Department was the December *Great Services Award* winner for his excellent customer service, attitude and hard work on making and maintaining the ice at the Village Pond. On January 17<sup>th</sup> there was a demonstration to determine what can be done to reduce the impact of the light required for the communication tower on the ridge from the San Sophia station. Mr. Loebe had the upper deck lights turned off and everyone thought the difference was significant. The lighting is adequate for operations with the first deck lights on. The upper lights will be turned on only if work needs to be done on the upper level. Council agreed that this was a win-win situation and even saving the Town money on energy consumption.

**Other Business (22)**

Laila Benitez stated that the Mountain Village merchants plan to schedule a meeting to discuss rejuvenating the Core area. Council discussed moving the date of the June Town Council meeting due to conflicts with travel, Bluegrass and the CML Conference and will again discuss the date at the February 16, 2017 Town Council meeting.

There being no further business, on a **MOTION** by Laila Benitez and seconded by Michelle Sherry, Council unanimously agreed to adjourn the meeting at 2:32 p.m.

Respectfully prepared,

Susan Johnston  
Deputy Town Clerk

Respectfully submitted,

Jackie Kennefick  
Town Clerk

# Town of Mountain Village

**Date:** 2/9/2017  
**To:** Town Council, Acting as the Liquor Licensing Authority (LLA)  
**From:** Susan Johnston, Deputy Town Clerk  
**RE:** Local Liquor Licensing Authority

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**Consideration of an Application by Telski Food & Beverage Services DBA Tomboy Tavern for a Temporary Modification of Premises on the H & R with Optional Premises Liquor License for an Event on April 2, 2017 to Celebrate Closing Day of the 2016-2017 Ski Season**

The Temporary Modification of Premises for the date of April 2, 2017 is to celebrate closing day of the 2016-2017 winter ski season with a concert and festivities to be held in the Heritage Plaza of the Mountain Village Core. The same fencing that is used at the Sunset Concert Series will be utilized and a photo is included. The application is complete, appropriate fees have been paid, and the application has been reviewed by Assistant Town Attorney Jim Mahoney, Police Chief Chris Broady and Director of Plazas & Environmental Services Deanna Drew. There were no adverse findings.

**Staff recommendation:** Motion to approve the application by Telski Food & Beverage Services, LLC DBA Tomboy Tavern for a Temporary Modification of Premises on the H & R Liquor License for April 2, 2017 for a closing day special event.



565 MOUNTAIN VILLAGE BOULEVARD, TELLURIDE, CO 81435  
970.728.7314

January 31, 2017

Town Council

Town of Mountain Village

Ref. Application for Temporary Modification of Premises

Telluride Food and Beverage LLC is requesting approval to modify the liquor license number 4091959001 for the date of April 2, 2017 to celebrate closing day of the 2016-2017 winter Ski Season, a concert and festivities to be held in the Heritage Plaza of the Mountain Village Core. The modification of liquor license will primarily be used on Sunday, April 2, 2017.

The event will be highlighted by free live music in Mountain Village's Heritage Plaza from approximately 12pm to 5 pm on Sunday, April 2. The band will perform music free of charge to the public.

Telluride Ski Resort would like expand the patio area of Tomboy Tavern towards the Beach area of Heritage plaza to a line from the adjacent "British" phone booth, aligned with the eastern edge of the Plaza Bldg, and out to the 'Beach Clock'. The extended patio area will be fenced with the metal rail fencing used for prior events (photo attached), and each entry will be staffed by TSG employees. Three secure access points to the expanded licensed area would be located: 1. under the Gondola opposite the Ticket windows across the plaza, and 2. facing the pathway leading up the hill, slopeside, in the direction of the Inn at Lost Creek, 3. Top of the stairs descending to basement of Plaza Building, indicated on the attached map. The performance stage will be located in the Heritage Plaza area adjacent to the eastern corner of the Plaza building. Alcoholic beverages will be served at the outside bar located at Tomboy, and a satellite bar to be situated next to the Beach Clock. Both bars would be accessible for adults 21 years of age and older, offering alcoholic beverages for purchase. Only TIPs or Servsafe certified bartenders will be tending the bars.

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

Thank you for your consideration.

Sincerely,

Patrick Berry

Controller

Telluride Ski & Golf LLC

## PERMIT APPLICATION AND REPORT OF CHANGES

**CURRENT LICENSE NUMBER** 4091959001  
**ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN**  
**LOCAL LICENSE FEE \$** \_\_\_\_\_  
**APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165**

1. Applicant is a		<b>PRESENT LICENSE NUMBER</b>
<input type="checkbox"/> Corporation ..... <input type="checkbox"/> Individual <input type="checkbox"/> Partnership..... <input checked="" type="checkbox"/> Limited Liability Company		4091959001
2. Name of Licensee Telski Food & Beverage Services	3. Trade Name dba Tomboy Tavern	
4. Location Address 565 Mountain Village Blvd		
City Mountain Village Blvd	County San Miguel	ZIP 81435

**SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.**

Section A – Manager reg/change	Section C
• License Account No. _____ 1983-750 (999) <input type="checkbox"/> Manager's Registration (Hotel & Restr.)..\$75.00 2012-750 (999) <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses) NO FEE	2210-100 (999) <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 2200-100 (999) <input type="checkbox"/> Wholesale Branch House Permit (ea).... 100.00 2260-100 (999) <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) .50.00 2230-100 (999) <input type="checkbox"/> Change Location Permit (ea)..... 150.00 2280-100 (999) <input type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>2</u> Total Fee <u>300.00</u>
Section B – Duplicate License	
• Liquor License No. _____ 2270-100 (999) <input type="checkbox"/> Duplicate License .....\$50.00	2220-100 (999) <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ 1988-100 (999) <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____

**DO NOT WRITE IN THIS SPACE – FOR DEPARTMENT OF REVENUE USE ONLY**

DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD
-750 (999)	-100 (999)	The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.
		<b>TOTAL AMOUNT DUE \$</b> _____ <b>.00</b>

## INSTRUCTION SHEET

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

**Section A**

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

**Section B**

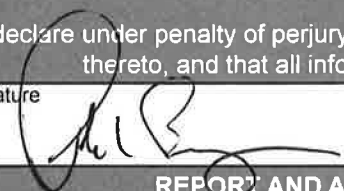
**For a Duplicate license**, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

**Section C**

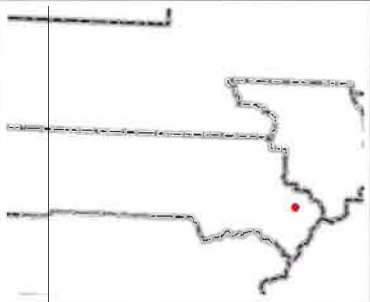
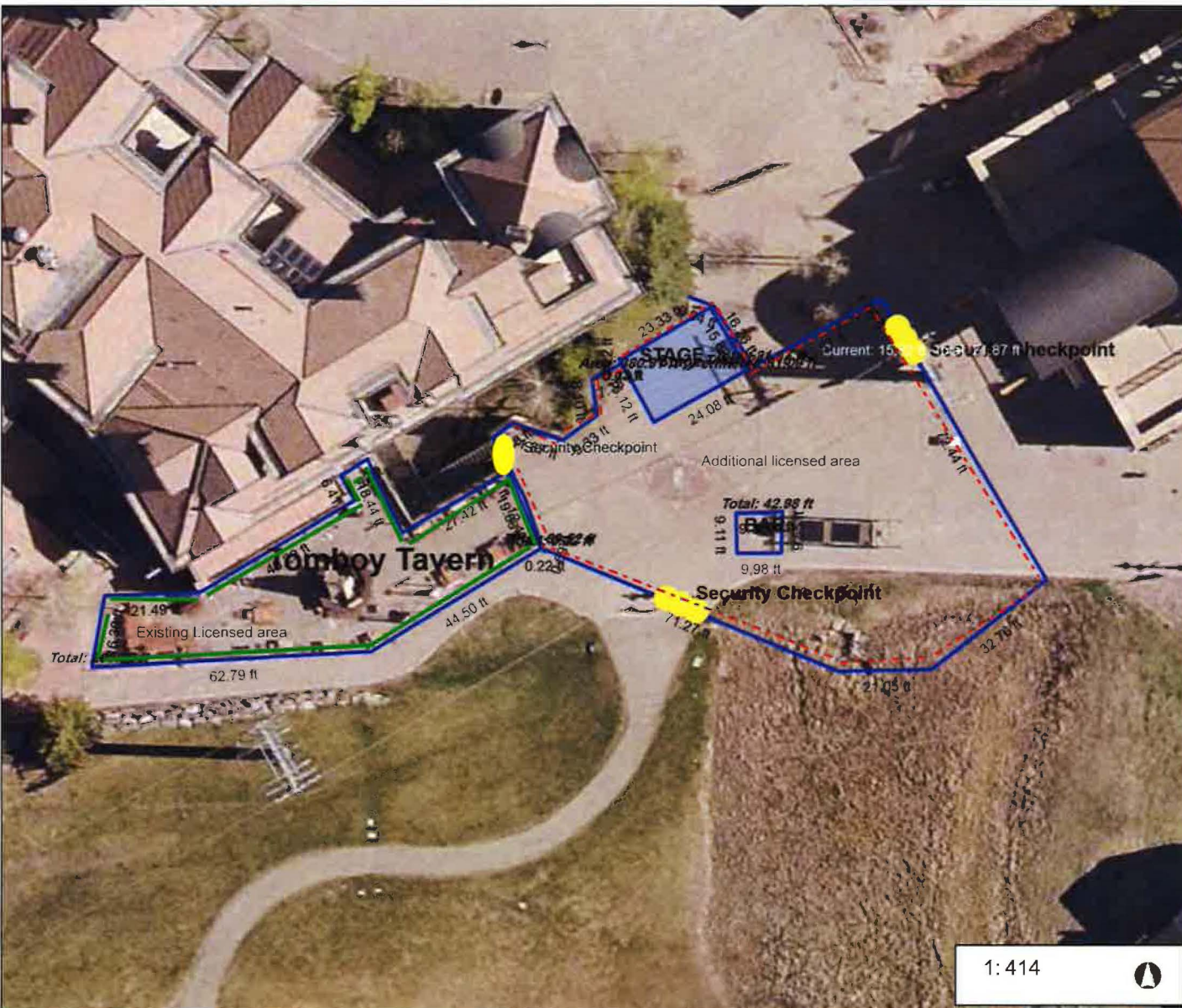
Check the appropriate box in section C and proceed below.

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

STORAGE PERMIT	<p><b>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</b></p> <p><input type="checkbox"/> <b>Retail Warehouse Permit for:</b></p> <p style="padding-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> <b>Wholesalers Branch House Permit</b></p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>								
CHANGE TRADE NAME OR CORPORATE NAME	<p><b>6. Change of Trade Name or Corporation Name</b></p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="padding-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="padding-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="padding-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td> <td style="width: 50%;">New Trade Name</td> </tr> <tr> <td style="height: 20px;"> </td> <td> </td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> <tr> <td style="height: 20px;"> </td> <td> </td> </tr> </table>	Old Trade Name	New Trade Name			Old Corporate Name	New Corporate Name		
Old Trade Name	New Trade Name								
Old Corporate Name	New Corporate Name								
CHANGE OF LOCATION	<p><b>7. Change of Location</b></p> <p><b>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.</b></p> <p><b>Date filed with Local Authority</b> _____ <b>Date of Hearing</b> _____</p> <p>(a) Address of current premises _____</p> <p style="padding-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p>Address _____</p> <p style="padding-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p>Address _____</p> <p style="padding-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>								

<b>CHANGE OF MANAGER</b>	<p><b>8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.</b></p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>	
<b>MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY</b>	<p><b>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</b></p> <p><b>NOTE:</b> Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>Extend liquor service of existing premise in a line along the edge of the Plaza Bldg to Heritage Plaza, then in a diagonal into the Beach Area to the Beach Clock then along the base of the ski slope to meet up with the border of the existing premise</u></p> <p>(b) <b>If the modification is temporary, when will the proposed change:</b></p> <p>Start <u>4/2/2017</u> (mo/day/year) End <u>4/2/2017</u> (mo/day/year)</p> <p><b>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</b></p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) ..... Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? ..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?</p> <p>..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p>	
<b>OATH OF APPLICANT</b>		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.		
Signature 	Title Controller	Date 1/31/17
<b>REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)</b>		
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. <b>THEREFORE, THIS APPLICATION IS APPROVED.</b>		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
<b>REPORT OF STATE LICENSING AUTHORITY</b>		
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.		
Signature	Title	Date





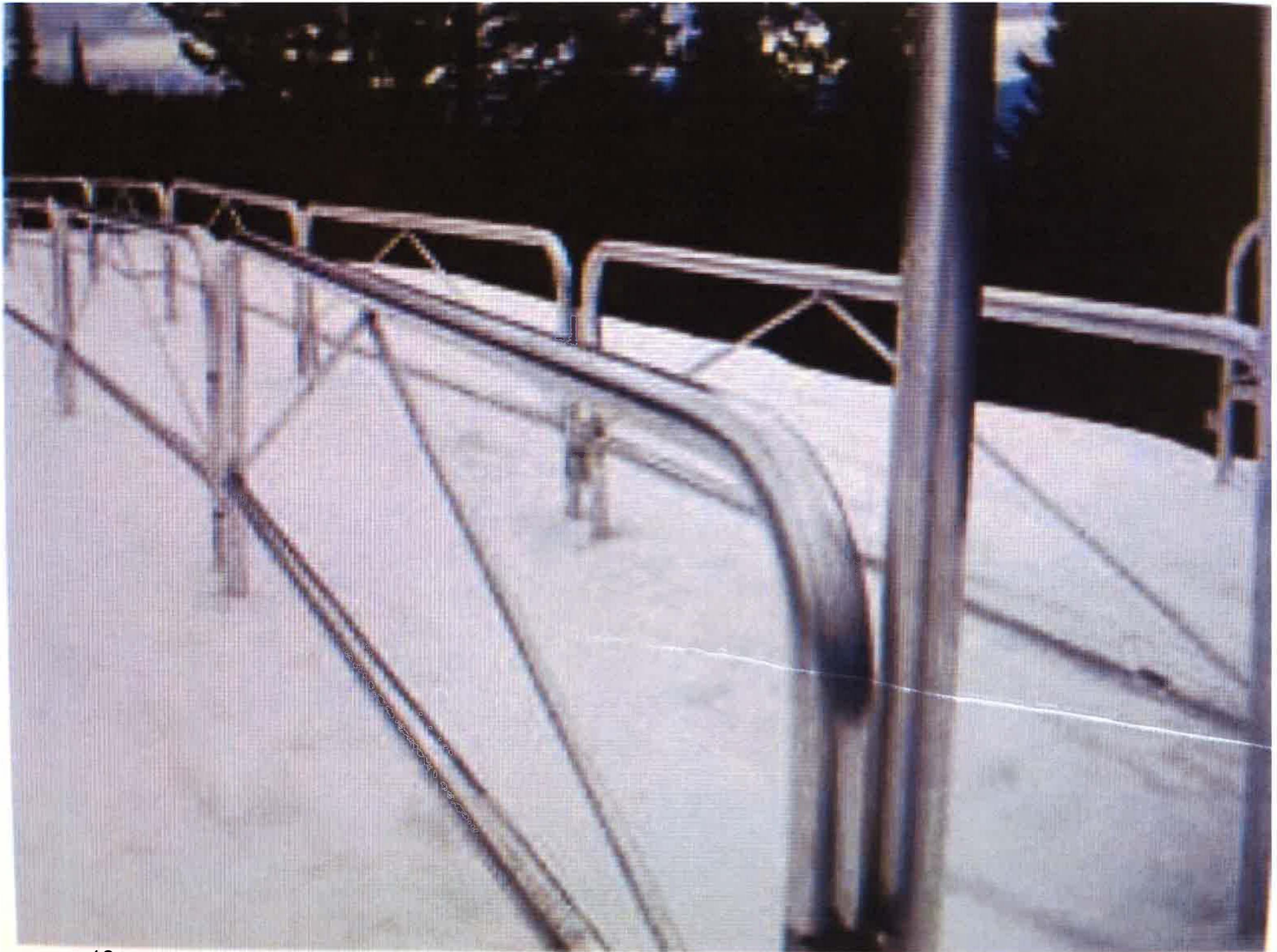
**Legend**

- County Boundaries
- Existing Licensed premise
- Requested modification area
- Security Checkpoints

1:414

**Notes**





TOWN OF MOUNTAIN VILLAGE  
455 Mountain Village Blvd. Suite A  
Mountain Village, CO 81435  
970-369-6406  
970-728-4342 Fax  
mvclerk@mtnvillage.org

February 16, 2017

Colorado Department of Revenue  
Liquor Enforcement Division  
Denver, CO 81435


To State of Colorado Liquor Enforcement Division:

The Town of Mountain Village authorizes use of the Town owned plaza space pursuant to the Temporary Modification of Premises Permit Application by Telski Food & Beverage Services DBA Tomboy Tavern for an event on Tuesday, April 2, 2017 to celebrate the closing day of the 2016-2017 ski season.

This letter serves to show that Tomboy Tavern has possession of the area for the event. Please contact Deputy Town Clerk Susan Johnston at 970-369-6429 should you have any questions.

Sincerely,

Kim Montgomery  
Town Manager

 <b>Business and Government Activity Report</b> <b>For the month ending: January 31st</b>							
Activity	2017		2016		Variance		
	MONTH	YTD	MONTH	YTD	Variance	Variance %	
<b>Cable/Internet</b>							
# Residential & Bulk Basic Cable	957		962		(5)	-0.5%	
# Premium Channel Residential & Bulk Subscribers	552		479		73	15.2%	
# Digital Subscribers	266		260		6	2.3%	
# Internet Subscribers	1,883		1,748		135	7.7%	
Average # Phone Subscribers	108		94		14	14.9%	
<b>Village Court Apartments</b>							
Occupancy Rate %	98.00%	98.00%	100.00%	100.00%	-2.00%	-2.0%	
# Vacated Units	3	3	1	1	2	200.0%	
# Work Orders Completed	34	34	36	36	(2)	-5.6%	
# on Waiting List	77		76		1	1.3%	
<b>Public Works</b>							
Service Calls	315	315	365	365	(50)	-13.7%	
Snow Fall Inches	92	92	51	51	41	80.4%	
Snow Removal - Streets & Prkg Lots Hours	1,097	1,097	1,053	1,053	44	4.2%	
Roadway Maintenance Hours	6	6	12	12	(6)	-47.8%	
Water Billed Consumption Gal.	33,728,000	33,728,000	24,093,000	24,093,000	9,635,000	40.0%	
Sewage Treatment Gal.	7,802,000	7,802,000	8,693,000	8,693,000	(891,000)	-10.2%	
<b>Child Development Fund</b>							
# Infants & Toddlers Actual Occupancy	22.96	22.96	21.01	21.01	1.95	9.3%	
# Preschoolers Actual Occupancy	14.18	14.18	14.80	14.80	(0.62)	-4.2%	
<b>Transportation and Parking</b>							
GPG (noon snapshot)	7,480	7,480	7,121	7,121	359	5.0%	
GPG Parking Utilization (% of total # of spaces occupied)	54.2%	54.2%	51.6%	51.6%	2.6%	5.0%	
HPG (noon snapshot)	1,987	1,987	2,476	2,476	(489)	-19.7%	
HPG Parking Utilization (% of total # of spaces occupied)	62.5%	62.5%	77.9%	77.9%	-15.4%	-19.8%	
Total Parking (noon snapshot)	14,334	14,334	14,546	14,546	(212)	-1.5%	
Parking Utilization (% of total # of spaces occupied)	59.1%	59.1%	59.9%	59.9%	-0.8%	-1.3%	
Paid Parking Revenues	\$33,375	\$33,375	\$21,069	\$21,069	\$12,306	58.4%	
Bus Routes # of Passengers	0	0	0	0	0	#DIV/0!	
Employee Shuttle # of Passengers	1,491	1,491	1,577	1,577	(86)	-5.5%	
Employee Shuttle Utilization Rate %	52.4%	52.4%	50.7%	50.7%	1.70%	3.4%	
Inbound (Vehicle) Traffic (Entrance) # of Cars	66,150	66,150	67,248	67,248	(1,098)	-1.6%	
TEMPORARY: police officers, 1 clerk, 1 planner PT: 7 council, 1 judge, 11 child care SEAS: rec, plazas, shop NEW HIRES: gm cabin tech, 4 gops, 2 temp police TERMS: 3 gops, 1 police officer, 1 child care							
<b>Human Resources</b>							
FT Year Round Head Count	78		81		(3)	-3.7%	
Seasonal Head Count (FT & PT)	3		4		(1)	-25.0%	
PT Year Round Head Count	21		22		(1)	-4.5%	
Gondola FT YR, Seasonal, PT YR Head Count	62		55		7	12.7%	
Total Employees	164		162		2	1.2%	
Gondola Overtime Paid Hours	165	165	236	236	(71)	-30.2%	
Other Employee Overtime Paid	73	73	139	139	(66)	-47.6%	
# New Hires Total New Hires	7	7	16	16	(9)	-56.3%	
# Terminations	5	5	6	6	(1)	-16.7%	
# Workmen Comp Claims	2	2	3	3	(1)	-33.3%	
Workmen Comp Claims Costs	\$0	\$0	\$973	\$973	(\$973)	-100.0%	
<b>Marketing &amp; Business Development</b>							
Town Hosted Meetings	4	4	5	5	(1)	-20.0%	
Email Correspondence Sent	na	na	na	na	#VALUE!	#VALUE!	
E-mail List #	na		na		#VALUE!	#VALUE!	
Wifi Subscribers	na		na		#VALUE!	#VALUE!	
Press Releases Sent	na	na	na	na	#VALUE!	#VALUE!	
<b>Gondola and RETA</b>							
<i>Current RETA revenues are unaudited</i>							
Gondola # of Passengers	327,788	327,788	316,214	316,214	11,574	3.7%	
Chondola # of Passengers	31,372	31,372	30,894	30,894	478	1.5%	
RETA fees collected by TMVOA	\$667,802	\$667,802	\$376,875	\$376,875	\$290,927	77.2%	

Activity	2017		2016		Variance					
	MONTH	YTD	MONTH	YTD	Variance	Variance %				
<b>Police</b>										
Calls for Service	#	402	402	436	436	(34)	-7.8%			
Investigations	#	19	19	22	22	(3)	-13.6%			
Alarms	#	27	27	22	22	5	22.7%			
Arrests	#	2	2	4	4	(2)	-50.0%			
Traffic Contacts	#	7	7	11	11	(4)	-36.4%			
Traffic Tickets Written	#	3	3	2	2	1	50.0%			
Parking Tickets Written	#	370	370	311	311	59	19.0%			
Administrative Dismissals	#	2	2	7	7	(5)	-71.4%			
<b>Building/Planning</b>										
Community Development Revenues		\$22,095	\$22,095	\$30,942	\$30,942	(\$8,847)	-28.6%			
# Permits Issued		5	5	5	5	0	0.0%			
Valuation of Building Permits Issued		\$1,202,752	\$1,202,752	\$279,371	\$279,371	\$923,381	330.5%			
# Inspections Completed		299	299	135	135	164	121.5%			
# Design Review/Zoning Agenda Items		11	11	1	1	10	1000.0%			
# Staff Review Approvals		19	19	16	16	3	18.8%			
<b>Recreation</b>										
Mile of Trails Maintained		14.7	14.7	14.7	14.7	0.00	0.0%			
Platform Tennis Registrations		93	93	41	41	52	126.8%			
Ice Rink Skaters		786	786	1243	1243	(457)	-36.8%			
Snow Cat Hours		176	176	145	145	31	21.5%			
<b>Plaza Services</b> <span style="float:right">Due to the timing of the packet, trash diversion rates are for the previous month.</span>										
Snow Removal Plaza	Hours	899	899	683	683	216	31.6%			
Plaza Maintenance	Hours	182	182	183	183	(1)	-0.5%			
Lawn Care	Hours	0	0	0	0	0	#DIV/0!			
Plant Care	Hours	0	0	0	0	0	#DIV/0!			
Irrigation	Hours	0	0	0	0	0	#DIV/0!			
TMV Trash Collection	Hours	86	86	111	111	(26)	-23.0%			
Christmas Decorations	Hours	147	147	164	164	(18)	-10.7%			
Residential Trash	Pound	18,750	18,750	19,950	19,950	(1,200)	-6.0%			
Residential Recycle	Pound	28,331	28,331	30,823	30,823	(2,492)	-8.1%			
Diversion Rate	%	60.18%	60.18%	60.71%	60.71%	-0.53%	-0.9%			
<b>Vehicle Maintenance</b>										
# Preventive Maintenance Performed		18	18	25	25	(7)	-28.0%			
# Repairs Completed		24	24	43	43	(19)	-44.2%			
Special Projects		4	4	2	2	2	100.0%			
# Roadside Assists		2	2	0	0	2	#DIV/0!			
<b>Finance</b>										
# Employee Based Business Licenses Issued		636	636	587	587	49	8.3%			
# Privately Licensed Rentals		67	67	69	69	(2)	-2.9%			
# Property Management Licensed Rentals		373	373	267	267	106	39.7%			
# VRBO Listings for MV		442	442	387	387	55	14.2%			
# Paperless Billing Accts (YTD is total paperless customers)		24	673	17	553	120	21.7%			
# of TMV AR Bills Processed		2,109	2,109	2,078	2,078	31	1.5%			
<b>Accounts Receivable - Total Bad Debt Reserve/Allowance: \$12,819</b>										
		<b>TMV Operating Receivables (includes Gondola funding)</b>		<b>Utilities - Cable and Water/Sewer</b>		<b>VCA - Village Court Apartments</b>		<b>General Fund Investment Activity</b>		
		Current	\$ 1,085,489	94.9%	\$ 238,989	89.4%	\$ (13,169)	122.8%	Change in Value	\$3,959
		30+ Days	20,012	1.8%	11,951	4.5%	1,965	-18.3%	Ending Balance	\$4,240,955
		60+ Days	493	0.0%	11,642	4.4%	163	-1.5%	Investment Income	\$2,375
		90+ Days	1,331	0.1%	2,295	0.9%	317	-3.0%	Portfolio Yield	0.96%
		over 120 days	36,016	3.2%	2,326	0.9%	-	0.0%		
		Total	\$ 1,143,341	100.0%	\$ 267,204	100.0%	\$ (10,724)	100.0%		
		<b>Other Billings - CDF, Construction Parking, Commercial Trash</b>		<b>Total All AR</b>		<b>Change Since Last Month - Increase (Decrease) in AR</b>		<b>Other Statistics</b>		
		Current	\$ 7,540	30.6%	\$ 1,318,849	92.6%	\$ 708,904	99.7%	Population (estimated)	1,393
		30+ Days	4,389	17.8%	38,317	2.7%	(2,414)	-0.3%	(Active) Registered Voters	821
		60+ Days	3,535	14.4%	15,833	1.1%	5,177	0.7%	Property Valuation	294,011,170
		90+ Days	2,303	9.4%	6,246	0.4%	(1,886)	-0.3%		
		over 120 days	6,845	27.8%	45,187	3.2%	1,010	0.1%		
		Total	\$ 24,612	100.0%	\$ 1,424,433	100.0%	\$ 710,791	100.0%		



## Memorandum

**To:** Town Council  
**From:** Kevin Swain, Finance Director  
**Date:** February 9, 2017  
**Re:** Town of Mountain Village Financial Statements through December 2016

### Mountain Village Financials Statements through December, 2016

The presented financials are unaudited.

#### General Fund Summary

The General Fund reflects a surplus of \$496,433. Permit and use taxes are under prior year and budget. Sales taxes show an increase of 8% over prior year (after a prior period refund adjustment) and 6% over budget. Revenues of \$9.6 million were under the budget (adjusted to remove the property tax reserve drawdown) by \$14,886 due mainly to development fees, property taxes abatements, contributions (returned unused wildfire mitigation funds), and miscellaneous income.

Total operating expenditures of \$8.2 million were under budget by \$644,000. Capital outlay through this period was for trail improvements, wayfinding, boiler repair and police equipment.

Transfers to other funds include:

<b>Fund</b>	<b>This Month</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>Budget Variance</b>
Conference Center Subsidy	\$ -	\$ 204,168	\$ 196,206	(7,962)
Affordable Housing Development Fund (Monthly Sales Tax Allocation)	\$ 82,952	\$ 423,000	\$ 445,361	22,361
Child Development Fund	\$ 31,461	\$ 68,526	\$ 66,960	(1,566)
Vehicle & Equipment Acquisition Fund	\$ (158,173)	\$ 396,338	\$ 353,671	(42,667)
Capital Projects Fund (From GF)	\$ -	\$ 360,000	\$ 355,658	(4,342)

Income transfers from other funds include:

<b>Fund</b>	<b>This Month</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>Budget Variance</b>
Overhead allocation from Broadband, W/S, Gondola, VCA and Parking Services	\$ 30,547	\$ 438,557	\$ 431,654	(6,903)
Debt Service Fund (Specific ownership taxes)	\$ 11,916	\$ 82,264	\$ 136,536	54,272
*Tourism Fund	\$ 10,198	\$ 14,816	\$ 25,755	10,939

\*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, a four wheeler and a new sweeper for Road & Bridge, a lawn mower and utility vehicle for Plaza services, shop equipment, and a new bobcat were purchased and the bobcat leases have been paid. Grant revenues for the sweeper have been booked.

**Capital Projects Fund – No Fund Income Statement Attached**

\$355,658 was spent on the Meadows Improvement Plan.

**Historical Museum Fund – No Fund Income Statement Attached**

\$96,138 in property taxes were collected and \$94,211 was tendered to the historical museum. The county treasurer retained \$1,927 in treasurer’s fees.

**Mortgage Assistance Fund – No Fund Income Statement Attached**

There has been no activity in this fund.

**Sales Tax**

Sales taxes of \$4 million are 7.82% over 2015 through the end of year and are over budget by 6%. Restaurant shows the highest growth at 11.74%, followed by lodging at 8.93%.

Actual Sales Tax Base By Class, Through December 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	21,813,629	27,745,883	27%	30,473,814	10%	37,548,478	23%	40,902,690	3,354,212	8.93%
Restaurant	12,717,690	13,631,180	7%	15,497,118	14%	18,425,565	19%	20,589,021	2,163,456	11.74%
Retail	12,293,787	14,864,000	21%	15,593,895	5%	16,511,742	6%	17,445,091	933,350	5.65%
Utility/Other	8,323,303	9,049,664	9%	8,349,222	-8%	10,925,265	31%	10,996,560	71,296	0.65%
<b>Total</b>	<b>55,148,409</b>	<b>65,290,728</b>	<b>18%</b>	<b>69,914,050</b>	<b>7%</b>	<b>83,411,049</b>	<b>19%</b>	<b>89,933,363</b>	<b>6,522,313</b>	<b>7.82%</b>



## Tourism Fund

2016 restaurant taxes totaling \$411,969 have been collected and \$403,813 was tendered to the airline guarantee program. \$1.64 million in lodging taxes were collected and \$1.61 was tendered to the airline guarantee program and to MTI. The Town retained \$32,477 in administrative fees, and penalties and interest of \$2,717. Additional funding of \$25,000 was expended for Gay Ski Week and \$13,000 for the guest services agent funding. \$2,500 went toward audit fees.

Lodging taxes exceeded prior year by 9.4% and exceeded budget by 11.88%. Restaurant taxes are ahead of prior year and budget by 12.33% and 14.92%, respectively.

	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	249,339	7.61%	224,686	9.89%
March	150,548	203,235	248,285	303,173	304,515	0.44%	288,511	5.26%
April	7,619	9,382	7,291	12,319	7,638	-38.00%	11,812	-54.65%
May	8,673	10,684	10,627	15,282	16,633	8.84%	14,961	10.05%
June	55,581	77,013	74,275	84,204	106,415	26.38%	81,722	23.20%
July	77,661	93,602	109,934	136,711	153,342	12.17%	133,287	13.08%
August	74,889	84,727	88,929	88,990	111,760	25.59%	87,460	21.74%
September	62,057	69,349	82,891	113,475	139,363	22.81%	110,649	20.60%
October	16,867	16,450	17,383	22,812	31,322	37.30%	22,228	29.03%
November	6,618	6,761	11,840	11,372	14,493	27.45%	10,898	24.80%
December	164,045	191,249	226,508	260,440	309,450	18.82%	249,213	19.47%
<b>Total</b>	<b>865,780</b>	<b>1,081,555</b>	<b>1,207,325</b>	<b>1,497,381</b>	<b>1,638,086</b>	<b>9.40%</b>	<b>1,443,529</b>	<b>11.88%</b>
<b>Tax Base</b>	<b>21,644,491</b>	<b>27,038,867</b>	<b>30,183,132</b>	<b>37,434,529</b>	<b>40,952,139</b>		<b>36,088,225</b>	

	2012 Activity (2%)	2013 Activity (2%)	2014 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	60,243	11.83%	51,539	14.45%
March	42,723	47,045	53,516	60,420	71,171	17.79%	57,805	18.78%
April	3,506	2,518	1,995	2,876	1,511	-47.46%	2,751	-82.11%
May	2,469	3,913	5,154	5,457	4,568	-16.29%	5,221	-14.29%
June	17,098	19,116	25,366	25,426	34,359	35.13%	24,326	29.20%
July	25,929	27,921	32,661	40,081	44,827	11.84%	37,969	15.30%
August	20,958	25,645	25,017	29,015	35,020	20.70%	27,759	20.73%
September	17,813	19,982	23,831	32,169	36,195	12.52%	30,776	14.97%
October	7,258	5,468	5,369	9,492	11,312	19.17%	9,081	19.72%
November	4,524	4,668	5,765	6,637	5,099	-23.17%	6,349	-24.52%
December	39,565	42,983	49,923	55,055	59,070	7.29%	52,672	10.83%
<b>Total</b>	<b>245,593</b>	<b>274,828</b>	<b>315,303</b>	<b>366,759</b>	<b>411,969</b>	<b>12.33%</b>	<b>350,508</b>	<b>14.92%</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>20,598,437</b>		<b>17,525,400</b>	

Business license fees of \$296,585 are over budget (6%) and prior year (5%). \$278,790 was remitted to MTI and \$30,713 in admin fees and penalties were transferred to the General Fund.





**Town of Mountain Village Monthly Revenue and Expenditure Report  
December 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	\$ 268,083	\$ 251,440	\$ 16,643	6.62%	\$ 251,440	\$ (16,643)	\$ 341,139	\$ 279,123	\$ 724,927
Contributions	47,209	82,107	(34,898)	-42.50%	82,107	34,898	39,762	35,287	29,884
Fines and Forfeits	11,157	6,077	5,080	83.59%	6,077	(5,080)	7,146	4,093	2,725
Interest Income	47,908	45,000	2,908	6.46%	45,000	(2,908)	60,650	44,268	(534)
Intergovernmental	377,290	384,199	(6,909)	-1.80%	384,199	6,909	375,754	363,555	440,285
Licenses and Permits	302,975	261,655	41,320	15.79%	261,655	(41,320)	349,783	274,555	494,317
Miscellaneous Revenues	80,731	133,093	(52,362)	-39.34%	133,093	52,362	95,173	89,837	89,642
Taxes and Assessments	8,484,958	8,697,016	(212,058)	-2.44%	8,697,016	212,058	8,057,308	7,151,121	8,517,245
<b>Total Revenues</b>	<b>9,620,311</b>	<b>9,860,587</b>	<b>(240,276)</b>	<b>-2.44%</b>	<b>9,860,587</b>	<b>240,276</b>	<b>9,326,715</b>	<b>8,241,839</b>	<b>10,298,491</b>
<b>Operating Expenses</b>									
Legislation & Council	59,066	91,497	(32,431)	-35.44%	91,497	32,431	38,825	18,072	20,858
Town Manager	227,719	233,671	(5,952)	-2.55%	233,671	5,952	220,455	227,808	213,208
Administrative Services	362,385	391,718	(29,333)	-7.49%	391,718	29,333	328,745	329,063	327,327
Finance	793,106	806,412	(13,306)	-1.65%	806,412	13,306	784,943	766,061	761,718
Technical	163,641	178,873	(15,232)	-8.52%	178,873	15,232	156,481	157,025	150,428
Human Resources	291,849	306,700	(14,851)	-4.84%	306,700	14,851	273,828	251,257	261,463
Town Attorney	538,421	544,677	(6,256)	-1.15%	544,677	6,256	524,997	438,293	395,298
Marketing and Business Development	314,752	338,432	(23,680)	-7.00%	338,432	23,680	263,148	212,636	187,414
Municipal Court	28,827	31,202	(2,375)	-7.61%	31,202	2,375	28,432	28,859	28,636
Police Department	780,225	810,494	(30,269)	-3.73%	810,494	30,269	762,206	662,848	713,062
Community Services	47,130	50,313	(3,183)	-6.33%	50,313	3,183	48,810	51,391	52,541
Community Grants and Contributions	77,500	81,000	(3,500)	-4.32%	81,000	3,500	66,500	79,795	66,500
Roads and Bridges	1,061,287	1,125,261	(63,974)	-5.69%	1,125,261	63,974	843,589	910,000	1,537,840
Vehicle Maintenance	461,527	472,170	(10,643)	-2.25%	472,170	10,643	433,858	432,818	429,893
Municipal Bus/Dial-A-Ride	185,898	185,925	(27)	-0.01%	180,225	(5,673)	155,433	154,008	345,534
Employee Shuttle	44,219	76,162	(31,943)	-41.94%	76,162	31,943	52,286	70,086	73,746
Parks & Recreation	443,790	509,006	(65,216)	-12.81%	509,006	65,216	398,610	400,979	326,841
Plaza and Environmental Services	1,331,168	1,430,788	(99,620)	-6.96%	1,430,788	99,620	1,126,922	1,141,618	1,129,898
Public Refuse Removal and Residential Trash Billing Services	47,230	54,559	(7,329)	-13.43%	54,559	7,329	50,128	43,929	200,162
Building/Facility Maintenance	167,933	208,121	(40,188)	-19.31%	208,121	40,188	171,537	100,459	162,205
Planning & Development Services	7,301	9,149	(1,848)	-20.20%	9,149	1,848	6,034	5,527	4,533
Building Division	273,933	281,146	(7,213)	-2.57%	281,146	7,213	238,476	186,500	168,638
Housing Division Office	21,431	21,134	297	1.41%	21,134	(297)	18,348	19,096	79,348
Planning and Zoning Division	447,445	531,518	(84,073)	-15.82%	531,518	524,217	306,141	364,727	260,043
Contingency	31,001	81,938	(50,937)	-62.17%	87,638	66,207	-	-	-
<b>Total Operating Expenses</b>	<b>8,208,784</b>	<b>8,851,866</b>	<b>(643,082)</b>	<b>-7.26%</b>	<b>8,851,866</b>	<b>1,092,796</b>	<b>7,298,732</b>	<b>7,052,855</b>	<b>7,897,134</b>
Surplus / Deficit	1,411,527	1,008,721	402,806	39.93%	1,008,721	(852,520)	2,027,983	1,188,984	2,401,357
Capital Outlay	96,004	699,400	(603,396)	-86.27%	699,400	603,396	198,817	289,682	167,036
Surplus / Deficit	1,315,523	309,321	1,006,202	325.29%	309,321	(1,006,202)	1,829,166	899,302	2,234,321
<b>Other Sources and Uses</b>									
Sale of Assets	4,822	-	4,822	#DIV/0!	-	(4,822)	30,034	10,568	1,685
Transfer (To) From Affordable Housing	(445,361)	(423,000)	(22,361)	5.29%	(423,000)	22,361	(423,604)	(348,409)	(327,349)
Transfer (To) From Broadband	-	-	-	#DIV/0!	-	-	147,147	179,928	171,866
Transfer (To) From Child Development	(66,960)	(68,526)	1,566	-2.29%	(68,526)	127,680	(59,902)	(86,937)	(72,215)
Transfer (To) From Capital Projects	(355,658)	(360,000)	4,342	-1.21%	(360,000)	(385,755)	-	-	-
Transfer (To) From Debt Service	136,536	82,264	54,272	65.97%	82,264	(349,390)	149,178	142,584	115,031
Transfer (To) From Overhead Allocation	431,654	438,557	(6,903)	-1.57%	438,557	6,903	423,645	443,371	420,417
Transfer (To) From Parking Services	-	-	-	#DIV/0!	-	66,960	191,508	36,751	11,280
Transfer (To) From Conference Center	(196,206)	(204,168)	7,962	-3.90%	(204,168)	(204,168)	(193,103)	(153,097)	(198,329)
Transfer (To) From Tourism	25,755	14,816	10,939	73.83%	14,816	(121,720)	62,645	28,124	(65,970)
Transfer (To) From Vehicle/Equipment	(353,671)	(396,338)	42,667	-10.77%	(396,338)	(42,667)	(283,305)	(185,994)	(36,381)

	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	-	-	-	#DIV/0!	-	-	-	-	600,000
<b>Total Other Sources and Uses</b>	(819,090)	(916,395)	97,305	-10.62%	(916,395)	(884,617)	44,242	66,890	620,035
Surplus / Deficit	\$ 496,433	\$ (607,074)	\$1,103,507	-181.77%	\$ (607,074)	\$ (1,890,819)	\$ 1,873,408	\$ 966,192	\$ 2,854,356
<b>Beginning Fund Balance Components</b>	<b>Actual YTD</b>				<b>Annual Budget</b>				
Emergency Reserve	\$ 3,098,153				\$ 3,098,153				
Unreserved	5,887,195				4,346,125				
<b>Beginning Fund Balance</b>	\$ 8,985,348				\$ 7,444,278				
<b>YTD Ending Fund Balance Components</b>									
Emergency Reserve	\$ 3,098,153				\$ 3,098,153				
Health Care Premium Savings Reserve	50,000				50,000				
Facility Maint Reserve	155,000				155,000				
Unreserved	6,178,628				3,308,639				
<b>Ending Fund Balance</b>	\$ 9,481,781				\$ 6,611,792				

#### Revenues

Taxes & Assessments - Property taxes fell short due to abatements. Specific Ownership taxes collected are exceeding budget (7%). Sales tax revenues are 6% over budget and 8% over prior year. However, this is offset by a prior year credit for overpaid sales tax. Construction use tax is under prior year (\$90,843) and budget (\$160,193). Licenses & Permits - Construction permits are under budget by \$27,574. Electrical and plumbing permits are over budget \$47,186 and \$23,902. Intergovernmental - Intergovernmental revenues are under budget due to county road and bridge and severance tax revenues. Charges for Services - DRB fees are over budget by \$33,370 and over prior year \$15,209, although plan review fees are under \$20,900. Road impact fees are over budget, \$8,400. Fines & Forfeitures - Over budget due to building construction fines. Investment Income - Interest is exceeding budget and under prior year. Miscellaneous - Under budget in van rider revenues and grants. Contributions - Energy rebates, an environmental incentive contribution (unused funds returned \$29,800), and Gondola shuttle contributions, under due to lower costs and ridership) have been collected.

#### Top Ten Budget Variances

##### Under Budget

Plaza and Environmental Services - \$99,620 Employee costs, paver/planter repair, electricity, and wildfire mitigation savings.  
 Planning & Zoning - \$84,073 Savings in employee costs due to vacancies and consultation planning fees.  
 Parks and Recreation - \$62,216 Under budget in ice rink expense, gasoline, trail maintenance materials, and labor costs.  
 Road & Bridge - \$63,974 Gasoline, paving repair, and bridge repair are under budget.  
 Building/Facility Maintenance - \$40,188 Under budget in boiler repair and maintenance and street light expenses.  
 Legislation & Council - \$32,431 Savings in consultation fees of \$23,400 and benefits \$8,508.  
 Employee Shuttle - \$31,943 Gasoline, admin wages, and vehicle repair are under budget.  
 Police - \$30,269 Savings in personnel costs due to lower overtime and personnel changes.  
 Admin Services- \$29,333 Savings in facility expense and electric.

##### Over Budget

Housing Division (Office) - \$297 Employee costs are over budget, due to dependent health reimbursement.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
December 2016**

	2016						2015	2014	2013
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Tourism Fund</b>									
<b>Revenues</b>									
Business License Fees	\$ 296,585	\$ 277,546	\$ 19,039	7%	\$ 277,546	\$ (19,039)	\$ 281,898	\$ 270,572	\$ 268,235
Lodging Taxes - Condos/Homes	912,743	736,200	176,543	24%	736,200	(176,543)	812,121	563,529	528,648
Lodging Taxes - Hotels	725,343	707,329	18,014	3%	707,329	(18,014)	685,304	638,859	552,906
Lodging Taxes - Prior Year	824	-	824	#DIV/0!	-	(824)	4,840	781	870
Penalties and Interest	15,635	10,000	5,635	56%	10,000	(5,635)	26,448	12,546	15,372
Restaurant Taxes	411,969	350,508	61,461	18%	350,508	(61,461)	366,365	314,737	274,828
Restaurant Taxes - Prior Year	85	-	85	#DIV/0!	-	(85)	641	88	164
<b>Total Revenues</b>	<b>2,363,183</b>	<b>2,081,583</b>	<b>281,600</b>	<b>14%</b>	<b>2,081,583</b>	<b>(281,600)</b>	<b>2,177,617</b>	<b>1,801,111</b>	<b>1,641,023</b>
<b>Tourism Funding</b>									
Additional Funding	38,000	38,000	-	0%	38,000	-	8,091	25,000	100,000
Airline Guaranty Funding	1,206,879	1,050,827	156,051	15%	1,050,827	(156,051)	1,095,776	898,081	799,880
MTI Funding	1,090,050	975,440	114,610	12%	975,440	(114,610)	1,008,605	849,906	807,113
<b>Total Tourism Funding</b>	<b>2,334,929</b>	<b>2,064,267</b>	<b>270,661</b>	<b>88%</b>	<b>2,064,267</b>	<b>(270,661)</b>	<b>2,112,472</b>	<b>1,772,987</b>	<b>1,706,993</b>
Surplus / Deficit	28,255	17,316	10,939	63%	17,316	(10,939)	65,145	28,124	(65,970)
<b>Administrative Fees</b>									
Audit Fees	2,500	2,500	-	0%	2,500	-	2,500	-	-
<b>Total Administrative Fees</b>	<b>2,500</b>	<b>2,500</b>	<b>-</b>	<b>100%</b>	<b>2,500</b>	<b>-</b>	<b>2,500</b>	<b>-</b>	<b>-</b>
Surplus / Deficit	25,755	14,816	10,939	74%	14,816	(10,939)	62,645	28,124	(65,970)
<b>Other Sources and Uses</b>									
Transfer (To) From Other Funds	(25,755)	(14,816)	(10,939)	74%	(14,816)	10,939	(62,645)	(28,124)	65,970
<b>Total Other Sources and Uses</b>	<b>(25,755)</b>	<b>(14,816)</b>	<b>(10,939)</b>	<b>74%</b>	<b>(14,816)</b>	<b>10,939</b>	<b>(62,645)</b>	<b>(28,124)</b>	<b>65,970</b>
Surplus / Deficit	\$ -	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -

**Town of Mountain Village Monthly Revenue and Expenditure Report**  
**December 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	\$ 9,953	\$ 12,332	\$ (2,379)	-19%	\$ 12,332	\$ 2,379	\$ 7,732	\$ 20,771	\$ 19,567
Fines and Forfeits	48,374	34,900	13,474	39%	34,900	(13,474)	52,769	29,182	361
Gondola Parking Garage	105,111	89,825	15,286	17%	89,825	(15,286)	198,945	140,173	128,917
Heritage Parking Garage	157,278	140,000	17,278	12%	140,000	(17,278)	153,063	139,895	146,813
Parking Meter Revenues	6,214	3,000	3,214	107%	3,000	(3,214)	12,288	10,750	11,157
Parking Permits	14,605	13,000	1,605	12%	13,000	(1,605)	16,995	14,986	11,580
Special Event Parking	65,897	75,000	(9,103)	-12%	75,000	9,103	60,299	41,743	5,000
<b>Total Revenues</b>	<b>407,432</b>	<b>368,057</b>	<b>39,375</b>	<b>11%</b>	<b>368,057</b>	<b>(39,375)</b>	<b>502,091</b>	<b>397,500</b>	<b>323,395</b>
<b>Operating Expenses</b>									
Other Operating Expenses	5,774	4,630	1,144	25%	4,630	(1,144)	2,762	614	1,615
Personnel Expenses	113,641	133,455	(19,814)	-15%	133,455	19,814	115,759	122,316	123,051
Gondola Parking Garage	38,268	46,325	(8,057)	-17%	46,325	8,057	37,424	37,705	38,732
Surface Lots	18,796	20,060	(1,264)	-6%	20,060	1,264	21,344	23,909	17,084
Heritage Parking Garage	89,770	95,345	(5,575)	-6%	95,345	5,575	87,294	113,152	99,856
Meadows Parking	15,454	18,000	(2,546)	-14%	18,000	2,546	1,000	2,000	1,000
<b>Total Operating Expenses</b>	<b>281,704</b>	<b>317,815</b>	<b>(36,111)</b>	<b>-11%</b>	<b>317,815</b>	<b>36,111</b>	<b>265,583</b>	<b>299,696</b>	<b>281,338</b>
Surplus / Deficit	125,728	50,242	75,486	150%	50,242	(75,486)	236,508	97,804	42,057
<b>Capital</b>									
Capital	4,800	4,800	-	0%	4,800	-	14,715	29,232	-
Surplus / Deficit	120,928	45,442	75,486	166%	45,442	(75,486)	221,793	68,572	42,057
<b>Other Sources and Uses</b>									
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Overhead Allocation	(27,038)	(27,038)	-	0%	(27,038)	-	(30,285)	(31,821)	(30,777)
Transfer (To) From General Fund	-	-	-	#DIV/0!	-	-	(191,508)	(36,751)	(11,280)
<b>Total Other Sources and Uses</b>	<b>(27,038)</b>	<b>(27,038)</b>	<b>-</b>	<b>0%</b>	<b>(27,038)</b>	<b>-</b>	<b>(221,793)</b>	<b>(68,572)</b>	<b>(42,057)</b>
Surplus / Deficit	\$ 93,890	\$ 18,404	\$ -	0%	\$ 18,404	\$ -	\$ -	\$ -	\$ -

Parking revenues are over budget \$39,375. Parking meter revenues are over budget as well as parking fines, HPG, and GPG revenues. Expenditures are under budget primarily due to personnel costs, concrete repair, credit card processing fees, tech support, and HPG maintenance and supplies. Other expense is over budget in supplies.



**To:** TMVOA; Town Council  
**From:** Kevin Swain, Finance Director  
**Date:** February 6, 2017  
**Re:** Gondola Quarterly Report, December 31, 2016

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Budgets have been updated for 2016 revisions, adopted at the December 2016 meeting. The presented financials are unaudited.

At year end 2016, the gondola fund is \$520,000 under budgeted expenses.

### **Gondola Fund - Expenditures**

**1. Mobile Aerial Rapid Rescue System (MARRS):**

Annual budget: \$74,072  
YTD expenditures: \$68,273  
YTD budget: \$74,072

MARRS is 8% under budget. This is mainly due to budget savings on payroll costs. This is driven by the training, meeting, practice, and re-rides that may not always be used or needed.

**2. Chondola Operations and Maintenance:**

Annual budget: \$349,780  
YTD expenditures: \$277,109  
YTD budget: \$349,780

Chondola operations expenses are under budget by 21%. There are savings in all line items but the major categories are employee costs, TSG utilities, major R&R projects, and parts and supplies.

**3. Gondola Operations:**

Annual budget: \$1.79 million  
YTD expenditures: \$1,646,880  
YTD budget: \$1.79 million

Gondola operations is under budget \$143,154. Salaries and wages have savings of \$29,000, group insurance is under \$8,000, and worker's compensation is under \$45,000 due in part to a dividend check earlier in the year, a premium adjustment check received, and the worker's comp 2015 audit refund.

**4. Gondola Maintenance:**

Annual budget: \$1.2 million  
YTD expenditures: \$1,117,757

YTD budget: \$1.2 million

Gondola maintenance is under budget by \$82,600. Budget variances of note are: Salaries and wages (\$17,000), worker's comp (\$16,000), supplies, (\$9,400), facility expense (\$8,000) and parts (\$13,300). A portion of the wage savings is due to the changeover of personnel. Worker's comp savings are the same as for operations.

**5. Fixed, General, Overhead and Administration:**

Annual budget: \$493,041

YTD expenditures: \$404,450

YTD budget: \$493,041

FGOA costs are \$39,000 below budget. Budget variances include: Natural gas (\$13,500), Technical Support (\$1,800), shuttle expenses (\$7,500), communications (\$4,100), and electricity (\$17,900). Shuttle expense savings are due to shuttle expenses coming in under budget and lower ridership than projected.

**6. Major Repairs and Replacements:**

Annual Budget: \$1 million

YTD expenditures: \$1 million

YTD budget: \$1 million

Expenditures made were for gear box rebuilds (over budget by \$2,800), bull wheel replacement (under budget \$3,000), cabin refurbishments, painting, boiler replacement (over budget \$8,300) and conveyor rebuilds (under budget \$4,300).

**7. Capital Outlay:**

Annual Budget: \$1.17 million (there are matching grant funds for a portion of these costs)

YTD expenditures: \$1,098,678

YTD budget: \$1.17 million

The AC Drives/motors project has been completed. Grip replacements are done, a new ATV was purchased and a down payment for the generator has been made.

**Overall Financial Performance through December 31, 2016**

Total gondola expenditures through this period of \$5.6 million were 8% under budget. Budget savings are due in large part to personnel and utility costs. Total funding for the period of \$5.6 million was primarily provided by TMVOA (61%), with contributions of approximately \$4.5 million, \$195,809 (3%) provided by TSG from lift ticket sales, \$808,977 in capital grant funding (14%), \$150,100 in operational grant funding (2%), TOT contribution of \$36,000 sale of assets of \$3,350, miscellaneous revenues of \$3,658, and event operations funding of \$7,209.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
December 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	\$ 7,029	\$ -	\$ 7,029	#DIV/0!	\$ -	\$ (7,029)	\$ 16,663	\$ 5,525	\$ 11,779
Event Operations Funding - SMC/TOT	36,000	36,000	-	0.00%	36,000	-	36,000	36,000	36,000
Operations Grant Funding	150,100	150,100	-	0.00%	150,100	-	150,101	325,908	131,799
Capital/MR&R Grant Funding	808,977	794,000	14,977	1.89%	794,000	(14,977)	171,842	-	-
Insurance Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Miscellaneous Revenues	3,658	-	3,658	#DIV/0!	-	(3,658)	12,100	3,169	3,775
Sale of Assets	8,351	-	8,351	#DIV/0!	-	(8,351)	10,500	558	-
TMVOA Operating Contributions	3,156,620	3,626,220	(469,600)	-12.95%	3,626,220	469,600	3,158,639	2,878,376	3,025,293
TMVOA Capital Contributions	1,297,602	1,377,546	(79,944)	-5.80%	1,377,546	79,944	398,801	392,058	43,043
TSG 1% Lift Sales	195,809	200,000	(4,191)	-2.10%	200,000	4,191	181,205	158,550	136,939
<b>Total Revenues</b>	<b>5,664,145</b>	<b>6,183,866</b>	<b>(519,721)</b>	<b>-8.40%</b>	<b>6,183,866</b>	<b>519,721</b>	<b>4,135,851</b>	<b>3,800,144</b>	<b>3,388,628</b>
<b>Operating Expenses</b>									
Overhead Allocation Transfer	43,097	50,000	(6,903)	-13.81%	50,000	6,903	43,735	-	-
MAARS	68,273	74,072	(5,799)	-7.83%	74,072	5,799	66,092	71,291	67,701
Chondola	277,109	349,780	(72,671)	-20.78%	349,780	72,671	225,093	162,843	150,512
Grant Success Fees	30,606	56,646	(26,040)	-45.97%	56,646	26,040	29,166	37,702	27,463
Operations	1,616,274	1,733,388	(117,114)	-6.76%	1,733,388	117,114	1,632,286	1,529,002	1,502,787
Maintenance	1,117,757	1,200,367	(82,610)	-6.88%	1,200,367	82,610	1,194,030	1,122,519	1,109,723
FGOA	404,450	443,041	(38,591)	-8.71%	443,041	38,591	374,806	484,729	487,400
Major Repairs and Replacements	1,007,901	1,003,546	4,355	0.43%	1,003,546	(4,355)	214,440	272,685	15,892
Contingency	-	105,026	(105,026)	-100.00%	105,026	105,026	-	-	-
<b>Total Operating Expenses</b>	<b>4,565,467</b>	<b>5,015,866</b>	<b>(450,399)</b>	<b>-8.98%</b>	<b>5,015,866</b>	<b>450,399</b>	<b>3,779,648</b>	<b>3,680,771</b>	<b>3,361,477</b>
Surplus / Deficit	1,098,678	1,168,000	(69,322)	-5.94%	1,168,000		356,203	119,373	27,151
<b>Capital</b>									
Capital Outlay	1,098,678	1,168,000	(69,322)	-5.94%	1,168,000	69,322	356,203	119,373	27,151
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ 0



**Town of Mountain Village Monthly Revenue and Expenditure Report  
December 2016**

	2016						2015	2014	2013
	Actual	Budget	Budget	Budget	Annual	Budget	Actual	Actual	Actual
	YTD	YTD	Variance	Variance	Budget	Balance	YTD	YTD	YTD
		(\$)	(%)						
<b>Child Development Fund</b>									
<b>Revenues</b>									
Daycare Fees	\$ 283,175	\$ 255,559	27,616	10.81%	\$ 255,559	\$ (27,616)	\$ 252,544	\$ 245,405	\$ 242,243
Fundraising Revenues - Daycare	14,857	8,500	6,357	74.79%	8,500	(6,357)	13,417	10,136	10,967
Fundraising Revenues - Preschool	2,880	3,500	(620)	-0.34%	3,500	(173,631)	3,379	3,980	3,150
Grant Revenues - Daycare	32,354	35,000	(2,646)	-7.56%	35,000	2,646	24,904	23,147	27,772
Grant Revenues - Preschool	14,168	15,000	(832)	-5.55%	15,000	832	13,595	12,168	11,703
Preschool Fees	177,131	181,475	(4,344)	-2.39%	181,475	178,595	172,082	171,473	172,878
<b>Total Revenues</b>	<b>524,565</b>	<b>499,034</b>	<b>25,531</b>	<b>5.12%</b>	<b>499,034</b>	<b>(25,531)</b>	<b>479,921</b>	<b>466,309</b>	<b>468,713</b>
<b>Operating Expenses</b>									
Daycare Other Expense	70,244	73,131	(2,887)	-3.95%	73,131	2,887	58,338	57,240	69,870
Daycare Personnel Expense	332,021	321,640	10,381	3.23%	321,640	(10,381)	336,385	310,570	310,979
Preschool Other Expense	39,418	43,030	(3,612)	-8.39%	43,030	3,612	35,374	42,766	34,847
Preschool Personnel Expense	149,842	129,759	20,083	15.48%	129,759	(20,083)	109,726	142,670	125,232
<b>Total Operating Expenses</b>	<b>591,525</b>	<b>567,560</b>	<b>23,965</b>	<b>4.22%</b>	<b>567,560</b>	<b>(23,965)</b>	<b>539,823</b>	<b>553,246</b>	<b>540,928</b>
Surplus / Deficit	(66,960)	(68,526)	1,566	-2.29%	(68,526)		(59,902)	(86,937)	(72,215)
<b>Other Sources and Uses</b>									
Contributions	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	66,960	68,526	1,566	2.29%	68,526	1,566	59,902	86,937	72,215
<b>Total Other Sources and Uses</b>	<b>66,960</b>	<b>68,526</b>	<b>1,566</b>	<b>2.29%</b>	<b>68,526</b>	<b>1,566</b>	<b>59,902</b>	<b>86,937</b>	<b>72,215</b>
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -

Child Development revenues are \$25,500 over budget. Daycare fees are over budget 10.8%. Preschool fees are under budget by 2.4%. Enrollment is up in daycare in large part because another facility in the area closed down. Operating expenses are \$24,000 over budget due to personnel costs. The fund has required \$67,000 from the General Fund which is \$1,600 under the budgeted deficit.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
December 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	\$ 2,262,918	\$ 2,230,909	\$ 32,009	1.43%	\$ 2,230,909	\$ (32,009)	\$ 2,276,311	\$ 2,197,870	\$ 2,214,623
Other Revenues	9,753	24,050	(14,297)	-59.45%	24,050	14,297	10,126	9,336	17,143
Ski Ranches Water	139,185	138,599	586	0.42%	138,599	(586)	131,230	130,865	124,938
Skyfield Water	26,165	24,990	1,175	4.70%	24,990	(1,175)	21,874	24,127	22,750
<b>Total Revenues</b>	<b>2,438,021</b>	<b>2,418,548</b>	<b>19,473</b>	<b>0.81%</b>	<b>2,418,548</b>	<b>(19,473)</b>	<b>2,439,541</b>	<b>2,362,197</b>	<b>2,379,454</b>
<b>Operating Expenses</b>									
Mountain Village Sewer	479,397	491,410	(12,013)	-2.44%	491,410	12,013	455,206	414,305	382,519
Mountain Village Water	883,128	1,026,796	(143,668)	-13.99%	1,026,796	143,668	936,056	864,141	845,160
Ski Ranches Water	18,894	42,156	(23,262)	-55.18%	42,156	23,262	25,704	20,389	30,481
Contingency	-	31,206	(31,206)	-100.00%	31,206	31,206	-	-	-
<b>Total Operating Expenses</b>	<b>1,381,419</b>	<b>1,591,568</b>	<b>(210,149)</b>	<b>-13.20%</b>	<b>1,591,568</b>	<b>210,149</b>	<b>1,416,966</b>	<b>1,298,835</b>	<b>1,258,160</b>
Surplus / Deficit	1,056,602	826,980	229,622	27.77%	826,980		1,022,575	1,063,363	1,121,294
<b>Capital</b>									
Capital Outlay	392,577	441,250	(48,673)	-11.03%	441,250	48,673	1,742,372	330,931	448,822
Surplus / Deficit	664,024	385,730	278,294	72.15%	385,730		(719,797)	732,431	672,472
<b>Other Sources and Uses</b>									
Overhead Allocation Transfer	(131,311)	(131,311)	-	0.00%	(131,311)	-	(127,164)	(134,455)	(119,016)
Mountain Village Tap Fees	42,960	35,000	7,960	22.74%	35,000	(7,960)	105,228	27,043	171,725
Grants	-	-	-	#DIV/0!	-	-	67,774	-	-
Ski Ranches Tap Fees	-	5,000	(5,000)	-100.00%	5,000	5,000	-	10,718	5,000
Skyfield Tap Fees	-	2,000	(2,000)	-100.00%	2,000	2,000	-	-	-
Telski Tap Fee/Water Credit	-	-	-	#DIV/0!	-	-	-	(116,762)	(112,271)
Transfer (To) From General Fund	-	-	-	#DIV/0!	-	-	-	-	(600,000)
<b>Total Other Sources and Uses</b>	<b>(88,351)</b>	<b>(89,311)</b>	<b>960</b>	<b>-1.07%</b>	<b>(89,311)</b>	<b>(960)</b>	<b>45,838</b>	<b>(213,456)</b>	<b>(654,562)</b>
Surplus / Deficit	\$ 575,673	\$ 296,419	\$ 279,254	94.21%	\$ 296,419		\$ (673,959)	\$ 518,976	\$ 17,910

MV Excess and irrigation water fees exceeded budget, \$27,000 and \$9,200. Snowmaking fees are under budget \$2,900. Ski Ranches revenues are on budget. Skyfield revenues are exceeding budget due to excess water usage. Other revenues are under budget in water meter sales and late charges and inspection fees. Sewer expenditures are under budget in repairs and line checks. MV water is under budget mainly in employee expenses, electricity, tank maintenance, and legal. Ski Ranches water costs are under budget with savings in S&W, repairs, tank replacement, and utilities. Capital costs were for power generators, water rights, Arizona water line repair, and regional sewer costs.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
December 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	\$ 860,098	\$ 856,800	\$ 3,298	0.38%	\$ 856,800	\$ (3,298)	\$ 825,982	\$ 793,941	\$ 849,571
Internet User Fees	869,986	818,597	51,389	6.28%	818,597	(51,389)	787,572	708,974	609,267
Other Revenues	51,050	62,764	(11,714)	-18.66%	62,764	25,269	68,575	86,829	79,507
Phone Service Fees	37,495	34,589	2,906	8.40%	34,589	(16,461)	35,413	35,742	34,256
<b>Total Revenues</b>	<b>1,818,629</b>	<b>1,772,750</b>	<b>45,879</b>	<b>2.59%</b>	<b>1,772,750</b>	<b>(45,879)</b>	<b>1,717,542</b>	<b>1,625,486</b>	<b>1,572,601</b>
<b>Operating Expenses</b>									
Cable Direct Costs	784,815	694,267	90,548	13.04%	694,267	(90,548)	651,234	572,187	560,864
Phone Service Costs	24,920	29,700	(4,780)	-16.09%	29,700	4,780	26,745	24,505	22,659
Internet Direct Costs	232,132	236,400	(4,268)	-1.81%	236,400	4,268	167,783	108,000	102,358
Cable Operations	531,775	585,191	(53,416)	-9.13%	585,191	53,416	530,962	532,434	528,395
Contingency	-	-	-	#DIV/0!	3,000	3,000	-	-	-
<b>Total Operating Expenses</b>	<b>1,573,643</b>	<b>1,545,558</b>	<b>28,085</b>	<b>1.82%</b>	<b>1,548,558</b>	<b>(25,085)</b>	<b>1,376,724</b>	<b>1,237,126</b>	<b>1,214,276</b>
Surplus / Deficit	244,986	227,192	17,794	7.83%	224,192		340,818	388,360	358,325
<b>Capital</b>									
Capital Outlay	51,774	60,000	(8,226)	-13.71%	60,000	8,226	126,654	42,096	105,431
Surplus / Deficit	193,212	167,192	26,020	15.56%	164,192		214,164	346,264	252,894
<b>Other Sources and Uses</b>									
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	-	-	-	#DIV/0!	-	-	(147,147)	(179,928)	(171,866)
Overhead Allocation Transfer	(127,762)	(127,762)	-	0.00%	(127,762)	-	(117,017)	(116,336)	(106,028)
<b>Total Other Sources and Uses</b>	<b>(127,762)</b>	<b>(127,762)</b>	<b>-</b>	<b>0.00%</b>	<b>(127,762)</b>	<b>-</b>	<b>(264,164)</b>	<b>(296,264)</b>	<b>(277,894)</b>
Surplus / Deficit	\$ 65,450	\$ 39,430	\$ 26,020	65.99%	\$ 36,430		\$ (50,000)	\$ 50,000	\$ (25,000)
<b>Beginning (Available) Fund Balance</b>	<b>\$ 60,000</b>	<b>\$ 60,000</b>	<b>\$ -</b>						
<b>Ending (Available) Fund Balance</b>	<b>\$ 125,450</b>	<b>\$ 99,430</b>	<b>\$ 26,020</b>						

Cable user revenues are over budget .38% and over prior year 4%. The prior year variance is mainly due to increased rates. Internet revenues are over budget 6.28%. Other revenues are under budget 18.7% due primarily to late penalties, equipment rental, leased access, parts, and connection fees. Direct costs for cable are over budget and prior year due to increasing and newly added programming costs, including some prior year charges. Internet costs are under budget due to a credit for an outage. Phone service revenues are over budget by 8.4%, while phone service expenses are under budget by 16.1%. A portion of this underage is caused by a one-time credit from our provider. Cable operating expenses are under budget with savings in DVR's and general supplies, marketing, and R&M plant. Capital expense is for the software upgrade and equipment.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
December 2016**

	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>									
General Operations	-	-	-	#DIV/0!	-	-	27	-	12,271
Administration	82,422	84,168	(1,746)	-2.07%	84,168	1,746	82,639	78,598	59,910
Marketing	100,000	100,000	-	0.00%	100,000	-	100,000	36,480	43,553
Contingency	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Operating Expenses</b>	182,422	184,168	(1,746)	-0.95%	184,168	1,746	182,666	115,078	115,734
Surplus / Deficit	(182,422)	(184,168)	1,746	-0.95%	(184,168)		(182,666)	(114,158)	(115,734)
Capital Outlay/ Major R&R	13,784	20,000	(6,216)	-31.08%	20,000	6,216	10,437	38,938	82,595
Surplus / Deficit	(196,206)	(204,168)	7,962	-3.90%	(204,168)		(193,103)	(153,097)	(198,329)
<b>Other Sources and Uses</b>									
Damage Receipts	-	-	-	#DIV/0!	-	-	-	-	-
Insurance Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	196,206	204,168	(7,962)	-3.90%	204,168	7,962	193,103	153,097	198,329
Overhead Allocation Transfer	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	196,206	204,168	(7,962)	74.00%	204,168	7,962	193,103	153,097	198,329
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -		\$ -	\$ -	\$ -

Expenses to date are HOA dues, HVAC repairs, equipment repairs, and the contracted marketing expenses.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
December 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	13,135	12,778	357	2.79%	12,778	(357)	12,579	12,705	21,635
Sales Proceeds	-	-	-	#DIV/0!	-	-	-	-	(47,628)
<b>Total Revenues</b>	<b>13,135</b>	<b>12,778</b>	<b>357</b>	<b>2.79%</b>	<b>12,778</b>	<b>(357)</b>	<b>12,579</b>	<b>12,705</b>	<b>(25,993)</b>
<b>Operating Expenses</b>									
Community Garden	-	1,000	(1,000)	-100.00%	1,000	1,000	2,495	-	4,274
Coyote Court	-	-	-	#DIV/0!	-	-	-	69,280	-
RHA Funding - Moved in 2014 from the GF	88,500	88,500	-	0.00%	88,500	-	82,138	-	-
Town Owned Properties	10,004	10,144	(140)	-1.38%	10,144	140	9,920	9,905	13,558
Density bank	8,856	8,856	-	0.00%	8,856	-	8,856	8,856	8,856
<b>Total Operating Expenses</b>	<b>107,360</b>	<b>108,500</b>	<b>(1,140)</b>	<b>-1.05%</b>	<b>108,500</b>	<b>1,140</b>	<b>103,409</b>	<b>88,041</b>	<b>26,689</b>
Surplus / Deficit	(94,225)	(95,722)	(1,497)	1.56%	(95,722)	(1,497)	(90,831)	(75,336)	(52,682)
<b>Other Sources and Uses</b>									
Transfer (To) From MAP	-	(60,000)	60,000	-100.00%	(60,000)	-	(30,000)	-	(14,000)
Transfer (To) From General Fund - Sales Tax	445,361	423,000	22,361	5.29%	423,000	(22,361)	423,604	348,409	327,349
Transfer (To) From Capital Projects Fund (1)	-	-	-	#DIV/0!	-	-	(453,202)	(54,221)	-
Transfer (To) From VCA	-	-	-	#DIV/0!	-	-	-	(33,752)	(13,663)
<b>Total Other Sources and Uses</b>	<b>445,361</b>	<b>363,000</b>	<b>82,361</b>	<b>22.69%</b>	<b>363,000</b>	<b>(22,361)</b>	<b>(59,599)</b>	<b>260,435</b>	<b>299,686</b>
Surplus / Deficit	\$ 351,136	\$ 267,278	\$ (83,858)	-31.37%	\$ 267,278	\$ (23,858)	\$ (150,429)	\$ 185,100	\$ 247,004
<b>Beginning Fund Equity Balance</b>	<b>\$ 798,397</b>	<b>\$ 798,397</b>	<b>\$ -</b>						
<b>Ending Equity Fund Balance</b>	<b>\$ 1,149,533</b>	<b>\$ 1,065,675</b>	<b>\$ 83,858</b>						

1. For Meadows Improvement Plan

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**

**December 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	\$ 2,274,578	\$ 2,225,944	\$ 48,634	2%	\$ 2,225,944	\$ (48,634)	\$ 2,264,605	\$ 2,206,773	\$ 1,766,985
Other Operating Income	59,251	89,225	(29,974)	-34%	89,225	29,974	72,856	117,473	362,903
Less: Allowance for Bad Debt	(1,917)	-	(1,917)	#DIV/0!	-	1,917	(9,619)	(12,918)	(806)
<b>Total Operating Revenue</b>	<b>2,331,911</b>	<b>2,315,169</b>	<b>16,742</b>	<b>1%</b>	<b>2,315,169</b>	<b>(16,742)</b>	<b>2,327,842</b>	<b>2,311,328</b>	<b>2,129,082</b>
<b>Operating Expenses</b>									
Office Operations	138,072	196,547	58,475	30%	196,547	58,475	195,125	173,601	180,891
General and Administrative	115,696	107,289	(8,407)	-8%	107,289	(8,407)	111,240	109,656	118,131
Utilities	353,617	381,025	27,408	7%	381,025	27,408	348,609	362,007	387,210
Repair and Maintenance	367,815	390,732	22,917	6%	390,732	22,917	365,407	347,354	362,517
Major Repairs and Replacement	163,405	153,816	(9,589)	-6%	153,816	(9,589)	90,721	206,805	283,011
Contingency	9,338	12,294	2,956	0%	12,294	2,956	-	-	-
<b>Total Operating Expenses</b>	<b>1,147,943</b>	<b>1,241,703</b>	<b>93,760</b>	<b>8%</b>	<b>1,241,703</b>	<b>93,760</b>	<b>1,111,102</b>	<b>1,199,424</b>	<b>1,331,760</b>
<b>Surplus / (Deficit) After Operations</b>	<b>1,183,969</b>	<b>1,073,466</b>	<b>110,503</b>	<b>10%</b>	<b>1,073,466</b>		<b>1,216,740</b>	<b>1,111,905</b>	<b>797,322</b>
<b>Non-Operating (Income) / Expense</b>									
Investment Earning	(52)	(1,500)	(1,448)	-97%	(1,500)	(1,448)	(72)	(179)	(470)
Debt Service, Interest	432,260	419,848	(12,412)	-3%	419,848	(12,412)	480,291	262,799	266,902
Debt Service, Fees	1,750	-	(1,750)	#DIV/0!	-	(1,750)	4,500	518,537	212,244
Debt Service, Principal	367,621	367,621	-	0%	367,621	-	356,834	285,801	224,004
<b>Total Non-Operating (Income) / Expense</b>	<b>801,580</b>	<b>785,969</b>	<b>(15,611)</b>	<b>-2%</b>	<b>785,969</b>	<b>(15,611)</b>	<b>841,553</b>	<b>1,066,957</b>	<b>702,680</b>
<b>Surplus / (Deficit) Before Capital</b>	<b>382,389</b>	<b>287,497</b>	<b>94,892</b>	<b>33%</b>	<b>287,497</b>		<b>375,187</b>	<b>44,947</b>	<b>94,642</b>
Capital Spending	5,496	-	(5,496)	#DIV/0!	-	(5,496)	-	-	-
<b>Surplus / (Deficit)</b>	<b>376,893</b>	<b>287,497</b>	<b>89,396</b>	<b>31%</b>	<b>287,497</b>		<b>375,187</b>	<b>44,947</b>	<b>94,642</b>
<b>Other Sources / (Uses)</b>									
Transfer (To)/From General Fund	(102,446)	(102,446)	-	0%	(102,446)	(102,446)	(105,444)	(116,635)	(108,306)
Sale of Assets	-	-	-	0%	-	-	-	-	-
Grant Revenues	-	-	-	0%	-	-	-	-	-
Transfer From AHDF	-	-	-	0%	-	102,446	-	33,752	13,663
<b>Total Other Sources / (Uses)</b>	<b>(102,446)</b>	<b>(102,446)</b>	<b>-</b>	<b>0%</b>	<b>(102,446)</b>	<b>102,446</b>	<b>(105,444)</b>	<b>(82,883)</b>	<b>(94,643)</b>
<b>Surplus / (Deficit)</b>	<b>274,447</b>	<b>185,051</b>	<b>89,396</b>	<b>48%</b>	<b>185,051</b>		<b>269,743</b>	<b>(37,936)</b>	<b>(0)</b>
<b>Beginning Working Capital</b>	290,938	290,938	-	0%	-				
<b>Ending Working Capital</b>	<b>\$ 565,385</b>	<b>\$ 475,989</b>	<b>\$ 89,396</b>	<b>19%</b>	<b>\$ 185,051</b>				

Rent revenues are over budget and prior year, 2% and less than 1%. Other revenues are under budget 34% due mainly to lease break fees (\$14,000), laundry revenues (\$8,800), and cleaning charges revenues (\$9,400). Office operations are under budget 30%. This is primarily due to employee expenses, which has had changes in personnel with vacancies for time periods. General and administrative is over budget 8% due to legal costs. Utilities are 7% under budget, the savings are in electricity. Maintenance is under budget in supplies, sub-contract, and snow removal. MR&R is over budget in roof repairs and parking lot improvements and the (unbudgeted) water leak damage. Expenses include parking lot improvements, roof repairs, carpet replacement, cabinet replacement, bobcat lease, appliances, deck, trash enclosure, water damage expense, and vinyl replacement.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
December 2016**

	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>Revenues</b>									
Abatements	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions	207,975	207,940	35	0.02%	207,940	(35)	206,275	204,425	203,425
Miscellaneous Revenue	-	-	-	#DIV/0!	-	-	-	-	-
Property Taxes	3,438,748	3,481,449	(42,701)	-1.23%	3,481,449	42,701	3,473,399	3,536,181	3,426,649
Reserve/Capital/Liquidity Interest	1,314	980	334	34.10%	980	(334)	1,561	10,582	9,655
Specific Ownership Taxes	136,536	82,264	54,272	65.97%	82,264	(54,272)	149,178	142,584	115,031
<b>Total Revenues</b>	<b>3,784,572</b>	<b>3,772,633</b>	<b>11,939</b>	<b>140.00%</b>	<b>3,772,633</b>	<b>(11,939)</b>	<b>3,830,413</b>	<b>3,893,773</b>	<b>3,754,759</b>
<b>Debt Service</b>									
<b>2001/2011 Bonds - Gondola - Paid by contributions from TMVOA and TSG</b>									
2001/2011 Bond Issue - Interest	92,975	92,975	-	80.85%	92,975	-	96,275	99,425	103,425
2001/2011 Bond Issue - Principal	115,000	115,000	-	#DIV/0!	115,000	-	110,000	105,000	100,000
<b>2005 Bonds - Telluride Conference Center - (refunding portion of 1998)</b>									
2005 Bond Issue - Interest	66,250	66,250	-	10.27%	66,250	-	97,000	63,125	152,050
2005 Bond Issue - Principal	645,000	645,000	-	#DIV/0!	645,000	-	615,000	585,000	645,000
<b>2006/2014 Bonds - Heritage Parking</b>									
2014 Bond Issue - Interest	276,425	276,425	-	1842.83%	276,425	-	285,211	373,388	381,788
2014 Bond Issue - Principal	15,000	15,000	-	#DIV/0!	15,000	-	245,000	220,000	210,000
<b>2007 Bonds - Water/Sewer (refunding 1997)</b>									
2007 Bond Issue - Interest	174,825	174,825	-	10.76%	174,825	-	244,800	300,863	346,988
2007 Bond Issue - Principal	1,625,000	1,625,000	-	#DIV/0!	1,625,000	-	1,555,000	1,495,000	1,230,000
<b>2009 Bonds - Telluride Conference Center (refunding 1998 bonds)</b>									
2009 Bond Issue - Interest	24,200	24,200	-	8.20%	24,200	-	32,900	41,300	49,050
2009 Bond Issue - Principal	295,000	295,000	-	8.86%	295,000	-	290,000	280,000	310,000
<b>Total Debt Service</b>	<b>3,329,675</b>	<b>3,329,675</b>	<b>-</b>	<b>0.00%</b>	<b>3,329,675</b>	<b>-</b>	<b>3,571,186</b>	<b>3,626,226</b>	<b>3,528,301</b>
Surplus / (Deficit)	454,897	442,958	11,939	2.70%	442,958	-	259,227	267,547	226,458
<b>Operating Expenses</b>									
Administrative Fees	11,764	17,000	(5,236)	-30.80%	17,000	5,236	12,325	128,236	1,750
County Treasurer Collection Fees	103,442	102,355	1,087	1.06%	102,355	(1,087)	104,429	106,280	103,030
<b>Total Operating Expenses</b>	<b>115,206</b>	<b>119,355</b>	<b>(4,149)</b>	<b>-3.48%</b>	<b>119,355</b>	<b>4,149</b>	<b>116,754</b>	<b>234,516</b>	<b>104,780</b>
Surplus / (Deficit)	339,691	323,603	16,088	4.97%	323,603	-	142,473	33,031	121,678
<b>Other Sources and Uses</b>									
Transfer (To) From General Fund	(136,536)	(82,264)	(54,272)	65.97%	(82,264)	54,272	(149,178)	(142,584)	(115,031)
Transfer (To) From Other Funds	-	-	-	#DIV/0!	-	-	-	-	(295,000)
Bond Premiums	-	-	-	#DIV/0!	-	-	-	-	-
Proceeds From Bond Issuance	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>(136,536)</b>	<b>(82,264)</b>	<b>(54,272)</b>	<b>65.97%</b>	<b>(82,264)</b>	<b>54,272</b>	<b>(149,178)</b>	<b>(142,584)</b>	<b>(410,031)</b>
Surplus / (Deficit)	\$ 203,155	\$ 241,339	\$ (38,184)	-15.82%	\$ 241,339	\$ (6,704)	\$ (109,554)	\$ (288,353)	
<b>Beginning Fund Balance</b>	\$ 743,941	\$ 743,941	\$ -						
<b>Ending Fund Balance</b>	\$ 947,096	\$ 985,280	\$ (38,184)						

**Town of Mountain Village  
2018  
BUDGET PROCESS  
Schedule of Activities**

<b>Time Period</b>	<b>Activity</b>
<b>February 16, 2017</b>	<b>Town Council</b> considers and ratifies the process to adoption
<b>April 19, 2017</b>	<b>Budget and Finance Committee meeting</b> to establish preliminary revenue and spending level targets, including a recommendation for total grant funding, for the 2018 budget.
<b>May 18, 2017</b>	<b>Town Council regular meeting Budget Goal Setting Worksession</b>
<b>June 15, 2017 – July 14, 2017</b>	<b>Department heads and Managers to identify/or revise and develop:</b> <ol style="list-style-type: none"> <li>1) Department Program Narratives</li> <li>2) Department Goals</li> <li>3) Performance Measures</li> <li>4) Mid-term Department performance evaluation</li> <li>5) 2017 Revised year end budget amounts</li> <li>6) 2018 - 2022 Budget and long term projections</li> <li>7) Revenue Expectations for 2018</li> <li>8) Capital Outlay requests</li> </ol>
<b>July 14 – July 31, 2017</b>	<b>Department Directors meet with Finance</b>
<b>August 8, 2017</b>	<b>Present draft to Finance and Budget Committee</b>
<b>August 22, 2017</b>	<b>Finance and Budget Committee review first amended draft</b>
<b>August 23 – September 13, 2017</b>	Departments revise proposed budget figures with finance.
<b>September 21, 2017</b>	<b>Town Council Meeting</b> Overview of first amended draft
<b>October 11, 2017 8:30 am</b>	<b>Special Council Meeting</b> Review of second draft and meet with all departments: <ul style="list-style-type: none"> <li>• Public Works, including Roads and Bridges, Vehicle Maintenance, Water and Sewer, Facility Maintenance, Vehicles and Equipment Acquisitions</li> <li>• Public Safety including Police, Community Services and Municipal Court</li> </ul>



- Transportation and Parking Services including Municipal Bus Service, Parking Services, Employee Shuttle and Gondola/Chondola
- Parks and Recreation
- Broadband Services
- Administration including, Town Council, Town Manager, Administrative Services, Human Resources, Marketing and Business Development, Finance, Legal
- Community Grants
- Capital Projects
- Plazas and Environmental Services
- Child Care and Development
- Planning and Development Services including Building, Planning, Affordable Housing Development, Village Court Apartments, San Miguel Regional Housing Authority
- Town Council convening as the Mountain Village Metropolitan District for The Debt Service Fund
- Telluride Conference Center
- Tourism and Historical Museum Funds

**October 13 – November 8, 2017** Finance works with departments to make requested changes and prepare proposed 2018 Budget and revised 2017 Budget for first reading.

**November 16, 2017** **Council** meets for First Reading and Consideration of 2017 Revised Budget and 2018 Proposed Budget and for the 2018 fines and fees changes resolution

**November 17 – Nov 30, 2017** Finance works with departments to make requested changes and prepares final 2018 Budget.

**December 14, 2017** **Second Reading, Public Hearing and Adoption of 2017 Revised Budget and 2018 Budget.**



**PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

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

**Agenda Item #9**

**TO:** Town Council

**FROM:** Glen Van Nimwegen, AICP  
Director

**FOR:** Meeting of February 16, 2017

**DATE:** February 7, 2017

**RE:** **First Reading, Setting of a Public Hearing and Council Vote on an Ordinance to Amend Chapter 17.4 Development Review Procedures of the Community Development Code Regarding Establishing a Two-Step Design Review Process**

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**Background**

On July 7, 2016 the Council held a joint work session with the Design Review Board to discuss returning to a two-step approval process for design review projects. This was the process when the town was under the Land Use Ordinance. The process was modified with the adoption of the CDC which made it an option to have a work session with the Board prior to formal approval. With the proposed changes to the design regulations, the Board believes the additional review is necessary and warranted.

The major points of the proposed draft are:

- Requires the DRB to approve Sketch Review plans before moving forward to the Final Review step for approval of all Class 3 applications. The Final Review must occur on a subsequent agenda from the Sketch Review.
- The Sketch and Final Review meetings must be noticed by mailing letters to property owners within 400 feet of the site; and a sign must be posted on the site.
- Staff has changed the notice time to 15 days from 30 days. Therefore every project will have at least a thirty day notice. We are also allowing an applicant to provide notice for both steps at one time, which would mean the notice period will be approximately 45 days.
- Extended the time for staff to send written outcomes of Class 3 applications from seven days to 14 days. This not only helps us complete this step, but it also coincides with the timeframe of when we are completing the minutes of the previous meeting.
- Established the intent of the Sketch Review as an opportunity for the DRB to consider the overall composition of the design; determine whether it fits the Design Theme; fits

within the context of the neighborhood and identify the appropriateness of potential variations.

- Added an additional criterion for approval of a variation that it must support the Design Theme tenets.

The proposed changes will extend the timeframe for approval an additional 30 days. However, many applicants have chosen voluntarily to have work session with the Board. In the last year 11 of the design applicants utilized the work session for their project, five did not. The work session also adds 30 days to the process.

### **Staff Recommendation**

Staff recommends approval of the proposed changes to Chapter 17.4 as presented.

### **Design Review Board Recommendation**

On February 2, 2017 the DRB recommended Town Council adopt the proposed changes to Chapter 17.4 Development Review Procedures of the CDC by a vote of 7-0.

### **PROPOSED MOTION**

“I move to approve the first reading of an ordinance amending Chapter 17.4 Development Review Procedures of the Community Development Code, with direction to the Town Clerk to set the public hearing on March 16, 2017”

### **Attachments:**

- Proposed Ordinance amending Section 17.4 Development Review Procedures

**ORDINANCE NO. 2017-\_\_**

**AN ORDINANCE AMENDING THE COMMUNITY DEVELOPMENT CODE (CDC) AT CHAPTER 17.4 DEVELOPMENT REVIEW PROCEDURES TO ACCOMPLISH THE FOREGOING**

**RECITALS**

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

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

**Section 1. Amendment of Community Development Code**

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

**Section 2. Ordinance Effect**

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

**Section 3. Severability**

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

**Section 4. Effective Date**

This Ordinance shall become effective on \_\_\_\_\_, 2017.

**Section 5. Public Hearing**

A public hearing on this Ordinance was held on the \_\_\_\_\_ day of March, 2017 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

**INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 16<sup>th</sup> day of February, 2017.**

**TOWN OF MOUNTAIN VILLAGE**

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

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

ATTEST:

\_\_\_\_\_  
Jackie Kennefick, Town Clerk

**HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this \_\_\_\_\_ day of March, 2017.**

**TOWN OF MOUNTAIN VILLAGE**

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

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

ATTEST:

\_\_\_\_\_  
Jackie Kennefick, Town Clerk

Approved As To Form:

\_\_\_\_\_  
Jim Mahoney, Assistant Town Attorney

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

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

2. The Ordinance was introduced, read by title, approved on first reading with minor amendments and referred to public hearing by the Town Council the Town ("Council") at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on \_\_\_\_\_, 2017, by the affirmative vote of a quorum of the Town Council as follows:

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

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on \_\_\_\_\_, 2017 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 \_\_\_\_\_, 2017. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

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

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Town this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Jackie Kennefick, Town Clerk

(SEAL)

**Exhibit A: Amendments to Chapter 17.4 DEVELOPMENT REVIEW PROCEDURES**

**CHAPTER 17.4 DEVELOPMENT REVIEW PROCEDURES AMENDMENTS**

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<u>17.4.1</u>	<u>Purpose</u>	<u>1</u>
<u>17.4.2</u>	<u>Overview of Development Review Processes</u>	<u>1</u>
<u>17.4.3</u>	<u>Development Review Procedures</u>	<u>2</u>
<u>17.4.4</u>	<u>General Provisions Applicable to All Development Application Classes</u>	<u>14</u>
<u>17.4.5</u>	<u>Appeals</u>	<u>22</u>
<u>17.4.6</u>	<u>Conceptual Worksession Process</u>	<u>24</u>
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<u>17.4.9</u>	<u>Rezoning Process</u>	<u>27</u>
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Sections shown in red have proposed revisions.



## CHAPTER 17.4 DEVELOPMENT REVIEW PROCEDURES

### 17.4.1 PURPOSE

The purpose of the Development Review Procedures is to provide a clear, transparent, consistent, predictable and efficient review process for certain development activities within Mountain Village that are governed by this CDC.

### 17.4.2 OVERVIEW OF DEVELOPMENT REVIEW PROCESSES

- A. There are five (5) development review processes that are used for evaluating land use development applications governed by the CDC:
1. **Class 1 application:** Staff development application review process;
  2. **Class 2 application:** Staff-DRB chair development application review process;
  3. **Class 3 application:** DRB development application review process;
  4. **Class 4 application:** DRB-Town Council development application review process; and
  5. **Class 5 application:** Town Council development application review process.
- B. Table 4-1 summarizes the types of development applications that fall under each class of application and associated review authority:

**Table 4-1, Development Application Classes**

Development Application Type	Application Class	Review Authority
Minor revision Process	Class 1	Planning Division Staff
Renewals	Class 1	Planning Division Staff
Rezoning Process	Class 4	DRB Recommendation & Town Council Action
Density Transfer Process		
From lot, or density bank, to a lot	Class 4	DRB Recommendation & Town Council Action
Within the density bank	Class 1	Planning Division Staff
Design Review Process		
	Class 1	Planning Division Staff
	Class 2	DRB Chair
	Class 3	DRB
Site Specific PUD (SPUD)	Class 4	DRB Recommendation & Town Council Action
Conceptual PUD	Class 4	DRB Recommendation & Town Council Action
Sketch PUD	Class 3	DRB
Final PUD	Class 4	DRB Recommendation & Town Council Action
Master PUD (MPUD)		
Outline PUD	Class 5	Town Council
Final PUD	Class 4	DRB Recommendation & Town Council Action
Subdivision		
Major Subdivisions	Class 4	DRB Recommendation & Town Council Action
Minor Subdivisions	Class 5	Town Council
Staff Subdivisions	Class 1	Planning Division Staff
Conditional Use Permits	Class 4	DRB Recommendation & Town Council Action
Variance Process	Class 4	DRB Recommendation & Town Council Action
Vested Property Right	Class 4	DRB Recommendation & Town Council Action
Special Events	Class 1	Planning Division Staff
Vending Permits	Class 1	Planning Division Staff

Development Application Type	Application Class	Review Authority
Home Occupations	Class 1	Planning Division Staff
Telecommunication Regulation		
New Freestanding Antenna	Class 4	DRB Recommendation & Town Council Action
Attached to structure	Class 1	Planning Division Staff
Cell on Wheels (COW)	Class 1	Planning Division Staff
Busking Permits	Class 1	Planning Division Staff

- C. Certain development applications are not associated with an application class, and have their Alternative Review Process outlined in a specific section of the CDC, such as the Alternative Review Process for governmental projects, appeals and worksessions.
- D. In the event a development application is submitted and can be processed pursuant to the provisions of this CDC, but the application class is not listed in the development application table or set forth in the CDC as a development application class or alternative review, the Director of Community Development shall determine the application class such application shall follow.

**17.4.3 DEVELOPMENT REVIEW PROCEDURES**

The following Development Review Procedures shall apply to all classes of development applications except where a section of this CDC has a unique development process contained therein. The following Development Review Procedures shall be in addition to any specific review procedures that may be required for a specific type of development application outlined in this CDC.

**A. Step 1: Presubmittal Meeting**

The purpose of a presubmittal meeting is to provide an applicant with a list of required information and plans that must be submitted with a development application and to discuss potential opportunities and issues with CDC regulations prior to a formal submittal.

1. **Class 1 and 2 Applications.** Presubmittal meetings are not required for class 1 or 2 development applications; however, an applicant or the Planning Division may request such a meeting based on the nature and scope of a development application.
2. **Class 3, 4 or 5 Applications.** Prior to submitting a class 3, 4 or 5 development application, a presubmittal meeting shall be scheduled with the Planning Division to review the submittal documents, information and studies that must be submitted and to discuss potential issues with CDC regulations. This meeting may, at the discretion of the Planning Division, require a conceptual site plan showing key plan elements (building layout, parking area layout, access, lot layout, etc.). The applicant will be provided with a development application submittal information packet and a checklist of submittal requirements at the presubmittal meeting.
3. **Waiver of Presubmittal Meeting.** The Planning Division may waive the presubmittal meeting requirement based upon the nature and scope of a proposed development application.

**B. Step 2: Development Application Submittal for All Application Classes.** A development application may be submitted to the Planning Division following the presubmittal meeting for class 3, 4 and 5 development applications unless a presubmittal meeting was waived by the Planning Division, in which case the application may be submitted at any time. A development application for class 1 and 2 applications may be submitted at any time unless a presubmittal meeting was required by the Planning Division. The application shall include all the submittal requirements of the development application submittal form, including but not limited to all applicable fees, required plans and other submittal documents required by the CDC.

**C. Step 3: Development Application Completeness Check**

1. **Completeness and Compliance Review.** The Planning Division shall determine the completeness of a development application according to the submittal requirements of this CDC and the application requirements as set forth on the application form of the Planning Division for the particular application of the Department within seven (7) calendar days following the submittal of an application ("Completeness Check Deadline").
2. **Advisement of Development Application Status.** If an application is determined to be complete, it shall be accepted by the Planning Division as a complete development application and the formal review process shall commence. If the application is determined incomplete, the applicant shall be notified in writing of the specific deficiencies and the review process shall not commence until all noted deficiencies are corrected. No public notice shall be issued for a public hearing as required below until an application has been deemed complete. The Planning Division shall provide written notification of either the acceptance or rejection due to incompleteness of an application by the Completeness Check Deadline. An incomplete application may be returned to an applicant if an application is not made complete within twenty-one (21) calendar days following the original submission date.

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**D. Step 4: Development Application Referral and Review**

1. **Class 1 and 2 Applications.** The formal review process for a development application shall commence with the Referral and Review Process. The Referral and Review Process shall be a fifteen (15) calendar day process from the date of a complete development application. The Referral and Review Process may be compressed by the Planning Division if responses to all referrals are received and the Planning Division also completes its development application review prior to the end of the fifteen (15) day review period.
  - a. Referral agency comments shall be forwarded to the applicant.
  - b. Within the first five (5) calendar days of the review period a referral agency may request an extension of time to review a development application for good cause. The Planning Division shall determine if any requested extension is warranted and notify the referral agency and applicant of its decision and the number of days allowed for the extended review time, if any, within three (3) business days of such request.
2. **Class 3, 4 and 5 Applications.** The formal review process for a development application shall commence with the Referral and Review Process. The Referral and Review Process shall be a twenty-one (21) calendar day process from the date of a complete development application.

- a. Within the first ten (10) calendar days of the review period a referral agency may request an extension of time to review a development application for good cause. The Planning Division shall determine if any requested extension is warranted and notify the referral agency and applicant of its decision and the number of days allowed for the extended review time, if any, within three (3) business days of such request.
  - b. Referral agency comments shall be forwarded to the applicant.
- 3. Additional Review Time for All Development Application Classes.** The Planning Division has the authority to determine, based on the complexity of a development application and staffing demands related thereto, if additional review time is required for the Referral and Review Process for all development application classes. The Planning Division shall inform an applicant if additional time is required within seven (7) calendar days from the date of a complete development application for class 1 and 2 applications, and within fourteen (14) calendar days for class 3, 4 and 5 applications.
- 4. Referral Agencies.** The Planning Division shall be responsible for referring development applications to the agencies listed in the referral agency table, Table 4-2, below unless the Planning Division determines a referral is not necessary based on the nature of the development application.
- a. **No Comment.** If a referral agency fails to respond by the date requested on the referral form, its failure to respond shall be interpreted as “no comment” in which case it shall be presumed that such referral agency does not take issue with the development application.
  - b. **Use of Referral Agency Comments.** Concerns raised by referral agencies related to specific regulatory requirements shall be considered by the review authority in making a decision. Referral agency recommendations not related to specific regulatory requirements of an agency may be addressed provided such recommendations are within the criteria for decision used by the review authority when considering a development application.

**Referral Agency Table 4-2**

Referral Agency	Class 1	Class 2	Class 3	Class 4	Class 5
Town Public Works	X	X	X	X	X
Town Plazas and Environmental Services Dept.	XEP	XEP	XEP	XEP	XEP
Town Attorney	XL	XL	XL	XL	XL
Mountain Village Cable	X	X	X	X	X
Transportation Department	XT	XT	XT	XT	XT
Recreation Department	XR	XR	XR	XR	XR
Telluride Fire Protection District	X	X	X	X	X
San Miguel Power Association	X	X	X	X	X
Source Gas	X	X	X	X	X
Qwest	X	X	X	X	X
Colorado Geologic Survey					X
San Miguel County				XMR	XMOS
Town of Telluride				XMR	
San Miguel Regional Housing Authority					
Colorado State Forest Service					
United States Army Corps of Engineers					
United States Forest Service					

XEP: Mandatory referral for a determination of the existence of wetlands on or adjacent to the site or lot related to

development applications that involve grading or exterior construction activity and comments if there are wetlands in the area of the site or lot.

XL: Referrals for development applications with legal agreements or issues.

XT: Referrals for development applications with transportation impacts.

XR: Referrals for development applications with recreation impacts.

XMR: Mandatory referral for Design Review Process development applications on ridgeline lots.

XMOS: Mandatory referral for rezonings, subdivisions and lot line vacations that affect active or passive open space.

#### **E. Step 5: Planning Division Follow-up Communication**

**All Development Application Classes.** Within seven (7) calendar days following the completion of the Referral and Review Process in step 4, the Planning Division shall provide the applicant with a written communication summarizing the comments of the referral agencies received by the Planning Division during, and, if warranted by the conclusions of the review, may provide guidance and suggestions to the applicant regarding staff's analysis of measures necessary to attain compliance with the applicable criteria for decision and requirements of the CDC. The Planning Division's written correspondence to an applicant represents only an administrative review of the development application through the Referral and Review Process. Staff may identify additional issues at any time prior to final approval.

#### **F. Step 6: Applicant Plan Revisions**

1. **Plan Revisions.** If upon conclusion of the Referral and Review Process in step 4 it is determined that revisions to a development application are necessary in order to comply with the requirements of the CDC, the applicant shall be provided with an opportunity to revise the development application.
  - a. **Required Plan Revisions.** An applicant shall revise the development application to address the requirements of the CDC unless a variance or a PUD is being requested as a part of the development application (required plan revisions). Examples of such requirements include but are not limited to setbacks, general easements, building height, lot coverage and permitted uses. [The subsequent public hearing shall not be scheduled until required plan revisions are made and submitted to the planning division.](#)
  - b. **Discretionary Plan Revisions.** Certain requirements and criteria of the CDC are more discretionary and subject to individual opinion and judgment, such as the need to provide adequate buffering, minimize visual impacts or minimize wetland impacts (discretionary plan revisions). An applicant will be encouraged by the Planning Division to amend the development application to address the discretionary plan revisions in order to be compliant with the requirements and criteria of the CDC.
2. **Progression to Step 7.** A development application shall not progress to step 7 or other subsequent steps until all the required plan revisions have been addressed by an applicant, and the applicant has either revised the plans to address the required discretionary plan revisions, or provided a written narrative on why the development application either does not need to be amended to address a discretionary requirement of the CDC, or a written explanation of how the development application meets the discretionary requirements.

#### **G. Step 7: Schedule Review Authority Public Hearing**

1. **Class 1 and Class 2 Applications.** Class 1 and 2 development applications do not require a formal public hearing with the review authority. Therefore, no public hearing is required.
2. **Class 3, 4 and 5 Applications.**

a. A public hearing shall be scheduled with the review authority in accordance with this section if the Planning Division determines that a class 3, 4 or 5 development application has met the following public hearing threshold requirements:

- i. The development application has addressed any required plan revisions;
- ii. The applicant has amended the development application to address any discretionary plan revisions or provided a written narrative why the development application does not need to be amended to address such discretionary requirements; and
- iii. ~~The development application contains sufficient detail to allow a thorough review of the proposal by the review authority per the applicable requirements of this CDC and the applicable criteria for decision.~~
- iii-iv. ~~For Class 3 applications, a Sketch Review process has been completed hearing has been scheduled prior to the scheduled date for the Final Review public hearing.~~

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b. ~~Certain class 5 applications are exempt from the need to conduct a public hearing as outlined in step 10 and the public hearing noticing requirements.~~

b-c. ~~Class 3 applications will require a two-step process consisting of an initial Sketch Review process hearing, followed by a Final Review public hearing for a final approval determination at a subsequent Design Review Board meeting agenda.~~

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3. **Scheduling Development Application on Agenda.** A development application shall be scheduled before the review authority at its next regular meeting, considering the required notice period, where adequate time is available on the agenda to conduct a public meeting or hearing, as applicable. Notwithstanding the foregoing, scheduling of the meeting or public hearing, whichever situation applies, shall occur within 60 calendar days after the Planning Division determines that the public hearing threshold requirements have been met.

#### H. Step 8: Public Noticing

1. **Class 1 and 2 Applications.** Class 1 and 2 development applications do not require public noticing.
2. **Class 3, 4 and 5 Applications.** Noticing of class 3, 4 and 5 development application public hearings shall be in accordance with the public hearing noticing requirements.

a. ~~Certain class 5 development applications as outlined in step 10 are exempt from the public noticing requirements because a public hearing is not required.~~

a-b. ~~The Sketch Review hearing of the Class 3 Design Review process are exempt from the public noticing requirements because a public hearing is not required may be noticed concurrently with the Final Review public hearing on a Class 3 Design Review application.~~

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**I. Step 9: Preparation of Staff Report**

1. **Class 1 and 2 Applications.** Class 1 and 2 development applications do not require the preparation of a formal staff report. Notwithstanding the foregoing, the Planning Division may elect to prepare a report on such development applications.
2. **Class 3, 4 and 5 Applications.** The Planning Division shall prepare a staff report for the review authority for class 3, 4 and 5 development applications that analyzes the development application as per the applicable requirements and criteria for decision of this CDC. Such staff report shall be included as part of the application packet materials for the review authority.

**J. Step 10: Review Authority Public Hearing or Meeting**

1. **Class 1 and 2 Applications.** No public hearing or meeting is required for class 1 or 2 development applications prior to taking action.
2. **Class 3 Applications.** Prior to taking any action on a class 3 development application, the DRB shall hold at least one (1) initial Sketch Review hearing and at least one (1) Final Review public hearing held at a subsequent DRB agenda for the purpose of considering recommendations from the Planning Division, the Design Review Board, other agencies and testimony from the applicant and the public.
3. **Class 4 Applications.** A class 4 development application shall first be reviewed by the DRB, which shall make a recommendation to the Town Council. Thereafter, the Town Council shall render a final decision on such development applications.
  - a. Prior to taking any action and making a recommendation on a class 4 development application, the DRB shall hold at least one (1) public hearing for the purpose of considering recommendations from the Planning Division, other agencies and testimony from the applicant and the public.
  - b. Prior to taking any action on a class 4 development application, the Town Council shall hold at least one (1) public hearing for the purpose of considering recommendations from the Planning Division, DRB, other agencies and testimony from the applicant and the public.
4. **Class 5 Applications That Require a Public Hearing.** Prior to taking any action on the following class 5 development application, the review authority shall hold at least one (1) public hearing for the purpose of considering recommendations from the Planning Division, other agencies and testimony from the applicant and the public:
  - a. Outline MPUD development applications;
5. **Other Class 5 Applications.** Minor subdivision and other class 5 development applications do not require a public hearing.

**K. Step 11: Review Authority Action on a Development Application**

1. **Class 1 or Class 2 Applications.**
  - a. The Planning Division shall issue a written decision on class 1 or 2 development applications within seven (7) calendar days after the Planning Division determines a development application can proceed to step 7 as outlined under step 6 above.

- b. The Planning Division’s action on class 1 or 2 development applications shall be based on a finding of compliance with the specific requirements of this CDC for the type of development application under review and shall be for approval, conditional approval or denial.
- c. Approval of class 1 or class 2 development applications may include conditions of approval.

2. **Class 3, 4 and 5 Applications.** The following options are available to the review authority when acting on class 3, 4 or 5 development applications:

a. ~~Sketch Review.~~ The Design Review Board shall review and approve a Sketch Review application before the application is allowed to proceed to a subsequent agenda for a public hearing and Final Review. However, the Final Review public hearing final may be noticed concurrently with the Sketch Review application and such Final Review public hearing shall be continued in the event the Sketch Review application hearing is not approved before the noticed date for the Final Review public hearing

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b. ~~Final Review/Public Hearing.~~ After the DRB approves the Sketch Review application a public hearing shall be held on a subsequent agenda. The DRB shall have the following options for action:

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a-i. **Approval.** The review authority DRB shall approve a proposed Class 3, 4 or 5 development applications if it determines that it meets the applicable requirements and criteria of the CDC.

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i. ~~The review authority’s approval of a class 3, 4 or 5 development application shall be made by resolution, and such resolution may be recorded in the records of the San Miguel County Clerk and Recorder at the discretion of the Town Attorney.~~

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ii-(a) The DRB’s recommendation of approval of a class 4-3 development application shall be made by motion, approved by a majority vote of the DRB and recorded in the DRB summary of motions.

iii-(b) The review authority may attach conditions of approval.

b-i. **Denial.** The review authority DRB shall deny a proposed class 3, 4 or 5 development application if it determines that it does not meet the applicable requirements and criteria of the CDC.

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i-(a) The review authority DRB’s denial of a class 3, 4 or 5 Final Review development application shall be made by resolution.

ii-(b) The DRB’s recommendation of denial of a class 4-3 development application shall be made by motion, approved by a majority vote of the DRB and recorded in the DRB summary of motions.

e-iii. **Continuance.**

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i-(a) The public hearing may identify additional issues that relate to applicable requirements or criteria for decisions set forth in this CDC, and the applicant may be required by the review authority to address such new issues prior to taking formal action on a development application. Where development application

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revisions are required by the review authority, the review authority shall determine, at its public hearing or meeting, the timeline for submitting such revisions or new information to the Planning Division and continue the public hearing or meeting to a date certain, which will allow sufficient time for proper analysis and preparation of a supplemental staff report by the Planning Division.

~~ii.~~(b) If a hearing is continued, the applicant shall submit, at least ~~30~~ 14 calendar days prior to the continued hearing (unless otherwise specified by the review authority provided there is enough time to review the revised plans and prepare a staff report), any additional required submittal documents or new information to address the review authority's concerns per the applicable requirements and criteria for decision set forth in this CDC. Failure to address such requirements in the required timeframe shall result in a further continuance of the application.

~~iii.~~(c) A public hearing continued to a certain date, time and location is not required to be noticed.

iv. **Tabling.** If continuance is not appropriate or if more than two months are needed to address development issues or questions, the ~~review authority~~ **DRB** may table a development application for good cause or to allow additional information and materials to be submitted that will allow for a comprehensive review. Tabled development applications require noticing in accordance with the public hearing noticing requirements prior to recommending the public hearing process.

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d.

3. Class 4 and 5 Applications. The following options are available to the review authority when acting on Class 4 or 5 development applications:

a. Approval. The review authority shall approve a proposed Class 4 or 5 development applications if it determines that it meets the applicable requirements and criteria of the CDC.

i. The review authority's approval of a Class 4 or 5 development application shall be made by resolution, and such resolution may be recorded in the records of the San Miguel County Clerk and Recorder at the discretion of the Town Attorney.

ii. The DRB's recommendation of approval of a Class 4 development application shall be made by motion, approved by a majority vote of the DRB and recorded in the DRB summary of motions.

iii. The review authority may attach conditions of approval.

b. Denial. The review authority shall deny a proposed Class 4 or 5 development application if it determines that it does not meet the applicable requirements and criteria of the CDC.

i. The review authority's denial of a Class 4 or 5 development application shall be made by resolution.

ii. The DRB's recommendation of denial of a Class 4 development application shall be made by motion, approved by a majority vote of the DRB and recorded in the DRB summary of motions.

c. Continuanuce.

- i. The public hearing may identify additional issues that relate to applicable requirements or criteria for decisions set forth in this CDC, and the applicant may be required by the review authority to address such new issues prior to taking formal action on a development application. Where development application revisions are required by the review authority, the review authority shall determine, at its public hearing or meeting, the timeline for submitting such revisions or new information to the Planning Division and continue the public hearing or meeting to a date certain, which will allow sufficient time for proper analysis and preparation of a supplemental staff report by the Planning Division.
- ii. If a hearing is continued, the applicant shall submit, at least 14 calendar days prior to the continued hearing (unless otherwise specified by the review authority provided there is enough time to review the revised plans and prepare a staff report), any additional required submittal documents or new information to address the review authority's concerns per the applicable requirements and criteria for decision set forth in this CDC. Failure to address such requirements in the required timeframe shall result in a further continuance of the application.
- iii. A public hearing continued to a certain date, time and location is not required to be renoticed.

d. **Tabling.** If continuance is not appropriate or if more than two months are needed to address development issues or questions, the review authority may table a development application for good cause or to allow additional information and materials to be submitted that will allow for a comprehensive review. Tabled development applications require renoticing in accordance with the public hearing noticing requirements prior to recommending the public hearing process.

**L. Step 12: Notice of Action**

- 1. Class 1 and 2 Applications.** With respect to Class 1 and 2 applications, the Planning Division shall send written notice of its decision to the applicant within five (5) calendar days after the date action is taken. Notice to the applicant shall include any conditions of approval or findings for denial. Failure to send written notice within five (5) calendar days shall not invalidate the action taken, but shall extend the period in which the applicant may submit an appeal by the number of days that giving of notice is delayed beyond five (5) calendar days.
- 2. Class 3 Applications.** The Planning Division shall send written notice of the DRB's decision to either approve or deny a **Final Review** development application to the applicant within ~~seven-fourteen~~ (7/14) calendar days after the date action is taken. Notice to the applicant shall include any conditions of approval or findings for denial. Failure to give notice within seven (7) calendar days shall not invalidate the action taken, but shall extend the period in which the applicant may submit an appeal by the number of days that giving of notice is delayed beyond seven (7) calendar days.
- 3. Class 4 and 5 Applications.** The Planning Division shall send written notice of the Town Council's decision to either approve or deny a development application to the applicant within ~~seven-fourteen~~ (7/14) calendar days after the date action is taken. Notice to the applicant shall include any conditions of approval or findings for denial.

**M. Step 13: Effective Date and Appeal**

1. **Class 1 and 2 Applications.** Action on class 1 and 2 applications shall become effective on the date a decision is rendered unless an appeal is filed within seven (7) calendar days.
2. **Class 3 Applications.** Action on class 3 applications shall become effective seven (7) calendar days from the date a decision is rendered unless an appeal is filed in accordance with the appeal procedures within this seven (7) day period.
3. **Class 4 and 5 Applications.** The Town Council's action on Class 4 and 5 applications shall become effective on the date a decision is rendered.
  - i. In certain instances which require the recording of a legal instrument, the Town Council action shall not be effective until any required resolution or other required legal instruments are recorded. Recording shall occur as soon as practicable after the Council hearing approving the development application.
  - b. Decisions of the Town Council shall be final, subject only to judicial review by a court of competent jurisdiction in accordance with the Colorado Rules of Civil Procedure.
4. **Appeal and No Issuance of Permits**
  - a. Appeals to the Town Council on Class 1, 2 and 3 applications shall be filed, and hearings thereon shall be conducted in accordance with the appeal procedures.
    - i. If a decision to approve a class 1, 2 or 3 application is appealed pursuant to the appeal procedures, building permits or other development permits shall not be issued until the appeal is heard by the Town Council and it takes action to uphold or modify the approval.
    - ii. If the appeal results in a denial of a development application, a new and substantially modified development application must be submitted if an applicant desires to continue pursuing the development of a property absent a change in the CDC regulations or Comprehensive Plan policies.
  - b. The Town Council's approval or denial of class 4 or 5 development applications, or appeals of class 1, 2 or 3 development applications shall constitute final administrative Town action on a development application.
    - i. If the Town Council denies a development application, a new and substantially modified development application shall be submitted if an applicant desires to continue pursuing the development of a property absent a change in the CDC regulations or Comprehensive Plan policies.
      - (a) An applicant cannot submit the same development application that was denied by the Town Council for a period of three (3) years from the date of denial.

**N. Step 14: Length of Validity**

1. **Class 1, 2 and 3 Applications.** Approval of class 1, 2 and 3 applications shall lapse eighteen (18) months from the effective date of the approval (except for renewals as

outlined below) unless a development permit is issued by the Town and either: (a) a building permit is issued, and the Director of Community Development determines substantial construction has occurred on the project; (b) a certificate of occupancy or certificate of completion is obtained; or (c) the development application resulted in a final action that does not expire, such as a density transfer. If a certificate of occupancy or certificate of completion is obtained on a class 1, 2 or 3 development application, the approval shall remain valid for the life of the project provided the use continues to comply with the requirements of the CDC in effect when the project was completed, unless the development application is amended or revoked in accordance with the procedures outlined in this CDC.

- a. An applicant may seek one (1), six (6) month renewal prior to lapse of the approval in accordance with the renewal procedures. If a renewal development application is approved by the Town, the approval shall lapse six (6) months after the expiration date of the original approval.
- b. Class 1, 2 or 3 development applications that have lapsed shall be required to submit a new development application, which shall be governed by the requirements of this CDC in effect at the time of the new submittal.
- c. If construction ceases on a development leaving a partially finished project, the Town may initiate the revocation procedure.
  - i. During the revocation procedure, the Town may apply conditions to mitigate adverse impacts in conjunction with relief provided by the CDC and the Building Codes.

**2. Class 4 Applications.**

- a. **Class 4 Applications General.** The Town Council's approval of a class 4 application shall lapse after eighteen (18) months from the date of approval unless one (1) of the following actions occurs within said time period:
  - i. Any required plat, development agreement or other legal instruments are executed and recorded; or
    - (a) A PUD development agreement shall set forth the length of validity for such agreement and any associated vested property rights according to the PUD Process.
  - ii. The activity and/or use described in the development application has substantially commenced or been constructed, whichever situation applies in accordance with development application and the associated approval.

Once one of these actions occurs, the class 4 application shall remain valid for length stated in the approving resolution or associated development agreement unless it is amended or revoked in accordance with the procedures outlined in this CDC.

- b. **Length of Validity for Conditional Use Permits.**
  - i. If no time period is stated in a resolution approving a conditional use

- permit, the permit shall be valid for five (5) years unless a development agreement or resolution has been approved in accordance with the CDC, which may specify a longer period of approval.
- ii. The Town Council may limit the maximum length of validity for all conditional use permits to allow for periodic reviews of such uses per the requirements and criteria for decision of this CDC.
  - iii. If activities allowed by a conditional use permit have ceased for at least one (1) year, such permits shall expire and these activities cannot resume unless a development application is filed and approved in accordance with the procedures for review of new conditional use permits.
  - iv. A conditional use permit shall remain valid for length stated in the approving resolution or associated development agreement unless the approval is amended or revoked in accordance with the procedures outlined in this CDC.

**3. Class 4 or 5 Applications.**

- a. Approval of a class 4 or 5 application shall lapse after eighteen (18) months unless one of the following have occurred:
  - i. The required legal instruments have been executed and recorded, such as the required resolution, ordinance, density transfer, subdivision plat, PUD development agreement, development agreement or any other legal instruments required by the Town as a part of the development application approvals; or
    - (a) A PUD development agreement shall set forth the length of validity for such agreement and any associated vested property rights according to the PUD Process.
  - ii. The approving ordinance is subject to a petition and referendum and is revoked by a vote in accordance with the Town Charter.
- b. Once the required actions occur, the approval shall remain valid as stated in the legal instruments unless the approval is amended or revoked in accordance with the procedures outlined in this CDC.
  - i. Subdivision plats and associated resolutions, and rezoning and ordinances shall be valid in perpetuity unless the approvals are amended or revoked in accordance with the procedures outlined in the CDC.

**17.4.4 GENERAL PROVISIONS APPLICABLE TO ALL DEVELOPMENT APPLICATION CLASSES**

**A. Merits of Each Development Application**

Every development application as set forth in the CDC shall be reviewed on its individual merits in relation to the criteria for decision and the applicable requirements of the CDC. Therefore, no precedence is set by the approval of a development application.

**B. Authority to Initiate a Development Application**

Any owner or anyone who has written permission from an owner in a form deemed acceptable by the Planning Division may submit a development application. Special rules apply to submitting a PUD development application and for PUD amendments.

**C. Communication**

Written notice or communication of any matters as provided for in this CDC for any purpose, including without limitation notice of action, and follow up communication on a development application shall adhere to the standards as set forth in this section. Communication may be provided by either surface mail, e-mail or other electronic communication. The time period for any such notice process shall be as set forth in the provisions of this CDC related to such particular process, and receipt of such notice shall be presumed to be the date of such electronic transmission unless conclusively established to the contrary.

**D. Conditions of Approval**

1. The review authority may impose or attach any reasonable conditions to the approval of a development application to ensure a project will be developed in the manner indicated in the development application and will be in compliance with the standards and criteria established within this CDC.
  - a. Conditions for class 1 and 2 applications shall be related to outstanding technical requirements of this CDC or referral agency comments not adequately addressed by the initial development application.
  - b. Class 3, 4 and 5 applications may also include, in addition to technical conditions to address specific requirements of this CDC, conditions to ensure that a development application meets the criteria for decision, mitigates adverse impacts of the use or protects public health, safety and welfare.
2. Conditions shall be tied to the applicable criteria for decision, applicable legal requirements and may consist of one (1) or more but are not limited to the following:
  - a. **Development Schedule.** If the review authority determines that a development schedule is warranted, the conditions may place a reasonable time limit on any activities associated with the proposed development or any portion thereof. Upon good cause shown by the applicant, the Town may allow for administrative amendments to any development schedule and the associated legal instruments. Notwithstanding the foregoing, some development schedules are integral to the review authority's approval, and, if so determined by the Planning Division with respect to a proposed amendment to a development schedule, only the review authority that took action on the original approval may approve an amendment to

- such development schedule.
- b. **Use.** The conditions may restrict the future use of the proposed development to that indicated in the development application and other similar uses.
- c. **Dedications.** The conditions may require conveyances of title or easements to the Town, public utilities, a homeowners association or other appropriate entity for purposes related to ensuring general conformance with the Comprehensive Plan and the public health, safety and welfare, which may include but not be limited to land and/or easements for parks, utilities, pedestrian/bikeways, schools, trails, roads, transportation and other similar uses. The Town may also require construction of all facilities to public standards and the dedication of public facilities necessary to serve the development.
- d. **Homeowner's Association.** A condition may require the creation of a homeowners association to hold and maintain common property or common improvements in a condominium community.
- e. **Public Improvements, Improvements Agreement and Public Improvements Guarantee.** When public improvements are involved in a development application, conditions shall require the public improvements, an improvements agreement consistent with the public improvements policy, and a financial guarantee in an amount to be determined by the Town to ensure that all public improvements and related infrastructure are completed as approved.
- f. **Indemnification/Covenants.** The conditions may require the recording of covenants and/or deed restrictions on the subject property or the indemnification of the Town in certain instances.
- g. **Additional Plans.** The conditions may require that additional plans or engineered revisions to site, drainage or utility plans be submitted to the Town and approved prior to issuance of building permits or issuance of a certificate of occupancy, whichever is applicable.
- h. **Other Conditions.** Other conditions may be required, as determined by the Town to be necessary to ensure that the development is constructed in compliance with applicable Town regulations and standards.

**E. Revocation of Approval**

**Class 1, 2, 3, 4 and 5 Applications.** The Planning Division, in consultation with the Town Attorney's Office, may revoke a class 1, 2, 3, 4 or 5 application approval if construction or activities authorized by a development application cease for at least eighteen (18) months or for failure to comply with conditions of approval, or for a threat to the public health safety or welfare provided, however, prior to any such revocation, the developer shall receive a thirty (30) day written notice of the pending revocation stating the grounds for revocation, during which time the developer shall have the opportunity to either cure the violation to the satisfaction of the Town, default or appeal the administrative decision. The Revocation Process in this section shall not apply to a legally recorded PUD development agreement, plat or executed rezoning ordinance.

**F. Maximum Time Limits for Development Application Processing**

1. **Class 1, 2, 3, 4 and 5 Applications.** Unless an extension is granted, class 1, 2, 3, 4 and 5 applications shall receive a final decision from the review authority within one (1) year from the date such an application is filed and accepted by the Planning Division as a complete development application unless the development application is withdrawn.
2. **Failure to Amend Development Application.** If an applicant fails to amend the application to address required plan revisions, discretionary plan revisions or to address a

review authority's continuance or tabling conditions, the Planning Division shall schedule the development application for review and action by the appropriate review authority and provide the appropriate notice as required by this CDC.

3. **Extension.** The Director of Community Development may extend the one (1) year review period for any development application upon a determination that good cause exists for such extension due to: 1) the complexity, size or other extraordinary physical characteristics of the proposed development, or 2) other exceptional circumstances applicable to the particular development application.

#### G. Revisions

1. Certain class 1, 2, 3, 4 or 5 application approvals may be granted an administrative minor revision or modification by the Planning Division subject to the Revision Process.
2. Revisions or modifications that are found by the Planning Division to not be minor per the Revision Process shall be considered a new proposal and be evaluated in accordance with the applicable development review process outlined in this CDC.

#### H. Expiration of Preexisting Approvals and Development Applications

1. **Expired Development Applications.** Development application approvals that have expired shall have to resubmit a new development application following the requirements of this CDC and be subject to the applicable requirements of this CDC in effect at the time of submittal or as otherwise provided for by law.
2. **Preexisting, Inactive Development Applications.** Inactive development applications that were submitted prior to March 25, 2012, that have not had final action by the review authority are considered null and void.

#### I. Public Hearing Noticing Requirements

This section sets forth the public hearing noticing requirements for various public hearings as provided for in this CDC.

##### 1. General Provisions

- a. Adjacent property owner address lists and PUD owner address lists for PUD amendments shall be obtained from either San Miguel County's Geographic Information System ("GIS") or from the records of the San Miguel County Clerk and Recorder within thirty (30) calendar days of the date of the required mailing. If more than sixty (60) calendar days have passed after the date an adjacent property owner list was provided to the Planning Division as required by this section, an applicant shall provide an updated list to the Planning Division based on the most recent GIS records.
- b. Adjacent property owner lists shall be compiled by measuring a set radial distance from all the property boundaries of a project as set forth in the public noticing requirements set forth below.
- c. Where there are multiple owners of a property, such as a timeshare, notification shall only be required to be sent to the manager of the timeshare or to the primary contact of record according to the GIS records.
- d. Notice of public hearings shall be deemed given and effective upon substantial compliance with the requirements for notice as set forth in this section, including without limitation the procedural requirements for mailing notice and the



substantive requirements regarding the information to be contained in such notices. Upon substantial compliance with the requirement for notice as set forth in this section, any failure of the Town, applicant or other party to strictly comply with the noticing requirement set forth in this section for any public hearing shall not deprive the review authority of jurisdiction to hear the matter at such public hearing or in any other manner invalidate actions taken by such review authority at such meeting.

- e. Notwithstanding the foregoing, the requirements for the timing of the notice and for specifying the time, date and place of a hearing or other public review shall be strictly construed. The description of the property shall be sufficiently accurate to allow a reasonable person to determine the location of the property in question.
- f. If questions arise at a review authority's hearing regarding the adequacy of notice in relationship to specific requirements of this CDC, the review authority shall make a formal finding regarding whether there was substantial compliance with the notice requirements of the CDC before proceeding with the hearing or other public review. All objections to such noticing provisions shall be made at the commencement of any such hearing or else shall be deemed waived.
- g. Failure of a party to receive written notice after it is mailed in accordance with the provisions of this CDC shall not invalidate any subsequent action taken by a review authority.
- h. The required legal notice of a vested property right may be combined with the notice for any other required, concurrent hearing to be held on the site-specific development plan for the subject site or lot.

2. **Public Noticing Requirements.** Notice as required by this section shall be given ~~at least thirty (30) calendar days as prescribed below~~ prior to the initial ~~public~~ hearing held by the review authority. Development applications shall be noticed in substantial compliance with the following provisions:

- a. **Class 1 and 2 Applications.** No legal notice of these administrative development application processes is required.
- b. **Class 3 and 4 Applications.** Notice of the ~~Sketch Review hearing and Final Review~~ public hearing(s) shall be: 1) sent to all property owners within 400 feet of the property boundaries in accordance with the public hearing noticing requirements and the mailing notice details ~~at least fifteen (15) days prior to the Sketch Review hearing and Final Review public hearing with such notices able to be noticed concurrently;~~ 2) posted in accordance with the posted notice details, and 3) listed on the review authority agenda.
  - b. ~~No mailed or posted notice is required for Sketch Review.~~
- i. ~~If the Director of Community Development determines that a final MPUD or major PUD amendment development application affects only a portion of the property within a MPUD, SPUD or PUD, then, notwithstanding any other provisions of this section, notice shall be mailed to owners within 400 feet of the affected site or to those owners that are determined to be potentially affected.~~
- c. **Class 4 Applications.** Notice of the public hearing(s) shall be: 1) sent to all property owners within 400 feet of the property boundaries in accordance with the public hearing noticing requirements and the mailing notice details at least thirty (30) days prior to the initial public hearing, 2) posted in accordance with

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the posted notice details, and 3) listed on the review authority agenda.

- i. If the Director of Community Development determines that a final MPUD or major PUD amendment development application affects only a portion of the property within a MPUD, SPUD or PUD, then, notwithstanding any other provisions of this section, notice shall be mailed to owners within 400 feet of the affected site or to those owners that are determined to be potentially affected.

e-d. **Class 5 Applications.** Notice of the following development application public hearing(s) shall be: 1) sent to all property owners within 400 feet of the property boundary in accordance with the public noticing requirements and the mailing notice details, 2) posted in accordance with posted notice details, and 3) listed on the review authority agenda:

- i. Outline MPUD development applications;
- ii. No legal notice is required for the following class 5 development applications:
  - (a) Minor subdivisions.
  - (b) Other class 5 applications.

e-e. **Mineral Estate Notification:** An applicant, for any application outside of the Original PUD Boundary, shall provide notice to mineral estate owners as required by C.R.S. § 24-65.5-100, et seq., as currently enacted or hereinafter amended.

### 3. **Additional Public Notice Requirements for Specific Development Review Applications**

- a. **Vested Property Right.** Notice of the review authority's public hearing for a vested property right may be combined with the notice for any other required, concurrent hearing to be held on the site-specific development plan for the subject site or lot.
- b. **CDC Amendments.** Notice of the review authority's public hearing for the proposed CDC amendment shall be: 1) listed on the review authority agenda, and 2) listed as a public notice on the Town's website at least fifteen (15) calendar days prior to the initial public meeting.
- c. **Adoption or Amendments to Master Plans.** Notice of the Town Council's public hearing for the proposed adoption of or amendments to the Comprehensive Plan shall be: 1) listed on the Council's agenda, and 2) published as a legal advertisement at least once in a newspaper of general circulation in the town at least fifteen (15) calendar days prior to the initial public meeting.

### 4. **Mailing Notice Details**

- a. Mailing of the property owner notice is the responsibility of the applicant who shall obtain a copy of the adjacent property owner letter form from the Planning Division.
- b. The mailing of all notices shall be by first-class mail, postage prepaid.
- c. If a condominium development is located within the prescribed distance of the

subject property, the applicant shall provide notice to the condominium association and every condominium unit property owner or part owner who owns at least a fifty percent (50%) interest in a condominium unit.

- d. Prior to the mailing of notice, the applicant shall deliver to the Planning Division a copy of the notice for review and approval.
- e. If for any reason a development application is not placed on the agenda for the date noticed, the applicant shall re-notice the revised scheduled meeting date at least fifteen (15) days prior to the revised meeting date.
- f. The applicant shall execute an affidavit of mailing in a form provided by the Planning Division with a copy of the notice and the property owner mailing list attached thereto.
- g. If notice required by this section is determined to be improper or incomplete, the applicant shall be required to re-notice adjacent owners at least thirty (30) days prior to a revised scheduled meeting date.
- h. Notices shall be deemed delivered when deposited for delivery with the United States Postal Service.
- i. Notices shall include, at a minimum, the following information:
  - i. Name and address of the applicant;
  - ii. Type of development application(s);
  - iii. Address and legal description of the subject property;
  - iv. Date, time and place of the DRB and/or Town Council meeting;
  - v. Detail summary of the development application under consideration;
  - vi. Description of any requested variations to the standard requirements of the CDC;
  - vii. Vicinity map;
  - viii. Identification of the review authority that will conduct the public hearing; and
  - ix. Such other information deemed necessary by the Planning Division in order to inform the public of the nature of the development application.

#### 5. Posted Notice Details

- a. At least ~~fifteen~~ ~~fifteen~~ ~~fifteen~~ (1515) days prior to the meeting date, the applicant shall post a public notice sign on the property that is the subject of the development application.
- b. The public notice sign shall be provided by the Planning Division and shall be posted on the property by the applicant in a visible location adjacent to public rights-of-way or public space.
- c. The posted notice shall only indicate that the property is the subject of a pending land use development application before the Town and shall provide a contact phone number with the Town to obtain information regarding the development application.
- d. More than one notice may be required to be posted on the property affected by the development application if the Planning Division determines that because of the size, orientation or other characteristics of the property additional posted notice is necessary.
- e. The applicant shall be responsible for returning the sign to the Planning Division following the meeting date.
- f. The Planning Division may require a security deposit for the sign.
- g. The applicant shall execute an affidavit of posting the notice in a form provided

by the Planning Division.

**J. Submittal Requirements**

1. The Planning Division shall publish submittal requirements for each type of development review process as provided for by this CDC. Submittal requirements shall be based on the requirements of this CDC and criteria for decision.
  - a. The Planning Division may amend the submittal requirements from time to time by publishing new submittal requirements.
2. Situations will occur when all of the listed submittal requirements will not be needed and situations when items not listed as submittal requirements will be needed in order for the Town to have sufficient information to fully evaluate the impacts of a development application. The Planning Division is therefore authorized to determine, based on the nature of a development application, whether to waive submittal requirements or require additional submittal requirements that are not addressed in the published submittal requirements.

**K. Concurrent Processing**

Applicants with developments that require the submittal of more than one (1) type of development application may request concurrent processing. A determination on a request for concurrent processing shall be made by the Director of Community Development based on administrative efficiency and the complexity of the development proposal. In the instance of concurrent processing, the applicant's submittal shall meet the submittal requirements for each class of development application submitted. Fee adjustments in the case of a concurrent submittal may be authorized by the Director of Community Development.

**L. Fees**

1. **Fee Schedule.** The Town Council shall, from time to time, adopt a fee resolution setting forth all development application fees and associated permit fees. Fees for submittals not listed in the fee schedule resolution shall be determined by the Director of Community Development on a case-by-case basis determined by the similarity between the submittal and the development applications listed on the fee schedule together with the estimated number of hours of staff time the review of the submittal will require. No development application shall be processed, nor any development or building permits shall be issued until all outstanding fees or moneys owed by the applicant, lot owner, developer or related entity, as defined by the Municipal Code, to the Town, in any amount for any purpose, including but not limited to any fees, delinquent taxes, required Town licenses, permit fees, court fines, costs, judgments, surcharges, assessments, parking fines or attorney's fees are paid to the Town.
2. **Town Attorney Fees.** The applicant shall be responsible for all legal fees incurred by the Town in the processing and review of any development application or other submittal, including but not limited to any Town Attorney fees and expenses incurred by the Town in the legal review of a development application together with the legal review of any associated legal documents or issues. Legal expenses so incurred shall be paid for by the applicant prior to the issuance of any permits.
3. **Property or Development Inquiries.** The Town requires that Town Attorney legal fees and expenses be paid for all development or property inquiries where a legal review is

deemed necessary by the Town. The developer or person making the inquiry, whichever the case may be, shall be informed of this obligation and execute a written agreement to pay such legal expenses prior to the Town Attorney conducting any legal review. A deposit may be required by the Director of Community Development prior to the commencement of the legal review.

4. **Other Fees.** The applicant shall be responsible for all other fees associated with the review of a development application or other submittal conducted by any outside professional consultant, engineer, agency or organization and which are deemed necessary by the Town for a proper review.
5. **Recordation Fees.** The Community Development Department will record all final plats, development agreements and other legal instruments. The applicant shall be responsible for the fees associated with the recording of all legal instruments.

**M. Requirement and Cost for Special Studies**

The Town Council, DRB or Director of Community Development shall have the authority to require special studies, as deemed necessary, to be prepared for all development applications to address a requirement or a criteria for decision under this CDC. Examples of such studies include, but are not limited to analyses for traffic impacts, wetlands, steep slopes or visual impacts. The applicant may cause such studies to be prepared by a third-party consultant engaged directly by the applicant; however, the Director of Community Development may require in his or her sole discretion that an independent third-party consultant be hired by the Town to conduct or review the required studies. The cost of said independent study shall be paid for by the applicant proposing the project.

**17.4.5 APPEALS**

**A. Purpose and Intent**

The purpose and intent of this section is to provide a process for the appeal of class 1, 2 and 3 applications and for certain administrative decisions as set forth in the CDC.

**B. Applicability**

The Appeals Process is applicable to an administrative decision on class 1 or 2 applications, administrative decisions as authorized by this CDC (excepting the Building Codes that have a specific appeal procedure), and for DRB action on class 3 applications.

**C. Standing to Appeal**

The following persons shall be deemed to have standing to appeal a decision:

1. The applicant or the owner of the property of the subject development application;
2. Any party in interest who testified at any required public hearing on the development application;
3. Any party in interest who submitted written comments on the application before final action was taken, excluding persons who only signed petitions or form letters;
4. Any person who was entitled to receive the required public notice, if any;

**D. Appeal Procedures**

1. **Deadline to File Appeal.** In order to initiate an appeal pursuant to this section, a “notice of appeal” shall be filed with the Planning Division within seven (7) calendar days following one of the following events, as applicable:
  - a. **Administrative Decisions.** The appeal of a final, administrative decision as authorized by the CDC, including but not limited to action on class 1 and 2 applications and zoning violations, shall be made within seven (7) calendar days of the date of receiving notice of the written decision. A written decision shall be deemed to have been delivered when it is either emailed or deposited in the U.S. mail.
  - b. **DRB Decisions.** The appeal of a final decision of the DRB shall be made within seven (7) calendar days of the date the DRB made the final decision.
2. **Required Contents of the Notice of Appeal.** The notice of appeal shall describe the

contested action, contain the appellant's name, address and telephone number; and specify the grounds for the appeal as it relates to the applicable criteria for decision and/or requirements of this CDC. Failure to specify a ground for appeal in the notice of appeal shall bar consideration of the appeal by Town Council. The notice of appeal shall be accompanied by a fee as set forth in the fee resolution.

3. **Effect of Appeal.** The proper and timely filing of a notice of appeal shall temporarily stay the subject administrative decision or decision of the DRB, pending the determination of the appeal, unless the Town administrative official or the DRB, as applicable, certifies in writing to the Town Manager that a stay will pose an immediate threat to the health, safety or welfare of persons or property or defeat the lawful purpose of the decision; in which event, a stay shall not enter, and such order shall be subject to immediate enforcement according to its terms. Notwithstanding the foregoing, the timely filing of a notice of appeal shall under no circumstances stay a stop work order.
4. **Scheduling Hearing.** Upon receipt of a notice of appeal, the Planning Division shall schedule a hearing before the Town Council on the appeal within a reasonable period of time but not more than sixty (60) days following receipt of the notice of appeal and the required fee. Public notice of the appeal shall be done in accordance with the public hearing noticing requirements.
5. **Disclosure.** In order to ensure adequate notice to all parties to an appeal and for the efficient presentation of evidence, the parties to the appeal shall exchange a list of witnesses who may be called upon to offer testimony at the hearing, with copies thereof delivered to the Planning Division at least twenty (20) days prior to the hearing date. This disclosure shall include the name, address and telephone number of each witness and a brief summary of the subject matter of each witness's testimony. Also, at least twenty (20) days prior to the hearing date, the parties to the appeal shall exchange a brief which outlines the legal basis such party relies upon for their appeal and list of documents that may be offered into evidence to support such appeal and shall deliver copies thereof to the Town. Not less than ten (10) days prior to the hearing date, the parties may update their respective list of witnesses and documents by exchanging such updates with each other and delivering such updated list to the Community Development Department. The failure to make the required disclosure of a witness or document shall exclude the testimony of the undisclosed witness and the introduction into evidence of the undisclosed document at the hearing.
6. **Appellant Notice.** The Town Council shall hear all appeals at a public meeting with no less than thirty (30) days' prior written notice to the appellant and any other affected party.
7. **Town Council Hearing.** The burden shall be on the appellant to demonstrate by clear and convincing evidence that the action of the DRB, the building Official or the Town administrative official was in error, unjustified, an abuse of discretion or otherwise not in accordance with the terms of the CDC.
  - a. Unexcused failure on the part of the appellant or the appellant's representative to appear at the scheduled hearing shall result in a dismissal of the appeal and an affirmation of the decision.
  - b. Any appeal heard pursuant to this section shall be an evidentiary hearing with appellant and appellee being given an opportunity to present oral and documentary evidence previously disclosed in accordance with the CDC. Unless otherwise extended by the Town Council, appellant shall have thirty (30) minutes for the presentation of evidence and may reserve ten (10) minutes of the allotted thirty (30) minutes for rebuttal. Likewise, unless otherwise extended by the Town Council, the appellee shall have thirty (30) minutes for the presentation of

evidence and may reserve ten (10) minutes of the allotted thirty (30) minutes for rebuttal. Town Council shall then be permitted to examine the appellant and appellee for such period of time as it deems reasonable and necessary and shall thereafter discuss the evidence presented amongst themselves.

- c. The appellant shall be responsible for securing the attendance of a court reporter at the hearing at appellant's sole cost and expense. The transcript prepared by the court reporter, the documents introduced into evidence by appellant and appellee and the findings of fact and conclusions of law rendered by the Town Council shall constitute the record on appeal from this final administrative decision. Any party wishing to obtain a copy of the transcript shall do so at their own expense.

**8. Town Council Decision.** Not more than thirty (30) days following the conclusion of the hearing, the Town Council shall issue written findings of fact and conclusions of law.

- a. The Town Council may reverse, affirm or modify the appealed decision, and Town Council shall have all powers vested in the DRB or Town administrative officials to impose reasonable conditions to be complied with by the appellant as part of the decision. A copy of the Town Council's decision shall be mailed to the appellant.
- b. Decisions of the Town Council shall be final, subject only to judicial review by a court of competent jurisdiction in accordance with the Colorado Rules of Civil Procedure.

#### **17.4.6 CONCEPTUAL WORKSESSION PROCESS**

##### **A. Purpose and Intent**

The purpose and intent of this section is to provide a process for both the DRB and the Town Council to have an informal, non-binding review of a conceptual development proposal. The conceptual worksession is further intended to provide venue for the analysis of potential issues, areas of concern and to evaluate possible development alternatives.

##### **B. Applicability**

The Conceptual Worksession Process is applicable to any developer who desires to present conceptual plans to the DRB or Town Council. The Conceptual Worksession Process is also a required step in certain development review processes prior to submitting a formal development application.

##### **C. Review Process**

- 1. The Conceptual Worksession Process shall consist of the following steps:
  - a. Pre-submittal meeting;
  - b. Conceptual worksession submittal;
  - c. Planning Division completeness check;
  - d. Referral and review;
  - e. Planning Division follow-up communication;
  - f. Applicant plan revisions;
  - g. Schedule public meeting;
  - h. Publish review authority agenda; and
  - i. Conduct public conceptual worksession(s)



2. The steps outlined above shall generally follow the similar steps outlined in the Development Review Procedures.

**D. Criteria for Decision**

The review authority for a conceptual worksession shall evaluate the proposed concept plans based on the applicable criteria for decision for the future, formal development application(s) that will need to be submitted.

**E. General Standards**

1. **Legislative Process.** The Conceptual Worksession Process is not considered a land use development application under the CDC, since this process is to evaluate a conceptual development proposal prior to a developer or owner submitting a formal development application. As such, conceptual worksessions are considered a legislative matter and not a pending land use development application, with the DRB and the Town Council free to discuss the conceptual worksession development application outside of the public meetings.
2. **Action.** No formal action is taken by the DRB or the Town Council on conceptual worksessions because such provide informal opportunities for developers to obtain input.
3. **Worksession Disclaimer.** Any comments or general direction by the DRB or the Town Council shall not be considered binding or represent any promises, warranties, guarantees and/or approvals in any manner or form. A conceptual worksession shall not be construed as a comprehensive review of the proposal under discussion, and as such, additional issues and/or concerns will most likely arise as part of the formal development review process.

**17.4.7 MINOR REVISION PROCESS**

**A. Purpose and Intent**

The purpose and intent of this section is to provide an administrative process for minor plan revisions for approved class 1, 2, 3, 4 and 5 development applications.

**B. Applicability**

The Minor Revision Process is applicable to any approved class 1, 2, 3, 4 and 5 development application where the developer requests a minor revision of the approved plans.

**C. Review Process**

Minor Revision Process development applications shall be processed as class 1 applications.

**D. Criteria for Decision**

1. The following criteria shall be met for the review authority to approve minor revisions to an approved development application:
  - a. The proposed revision does not increase the amount of originally approved, gross building floor area more than ten percent (10%) of the total approved by the

- review authority;
  - b. The proposed revision does not materially alter the bulk and massing of buildings, increase the visual impact of the development or materially alter a project's design;
  - c. The proposed revision does not significantly change the location of uses, the layout of streets or driveways, parking areas, trails or pathways or other improvements;
  - d. The proposed revision does not significantly increase the level of environmental impact caused by the proposed development, including but not limited to increasing the amount of slope disturbance or impact wetlands;
  - e. The proposed revision does not significantly alter the development application or plans reviewed and approved by the review authority or any conditions or findings made by such review authority in approving the development application; and
  - f. The proposed revision meets all applicable Town regulations and standards.
2. It shall be the burden of the applicant to demonstrate that submittal material and the proposed development substantially comply with the revision review criteria.
  3. If the Planning Division is unable to find that the proposed revision meets the applicable criteria listed above, such revision shall be considered a new proposal and shall be evaluated in accordance with the applicable development review process outlined in this CDC.
  4. A proposed revision may not be approved by the Planning Division if it seeks to revise: 1) PUD text or exhibits, excepting scrivener's errors; 2) a development agreement, excepting scrivener's errors; 3) a site-specific development plan; 4) a rezoning; 5) an official plat approved by the Town Council, or other revisions that are determined by the Director of Community Development to be significant.

**17.4.8 RENEWALS**

**A. Purpose and Intent**

The purpose and intent of this section is to provide an administrative process for renewals of approved class 1, 2, 3, 4 and 5 development applications.

**B. Applicability**

The Renewal Process is applicable to any approved class 1, 2, 3, 4 or 5 development application that has not yet lapsed and the developer seeks to extend the approval.

**C. Review Process**

Renewal of development applications shall be processed as a class 1 development application.

**D. Criteria for Decision and Related Requirements**

1. The following criteria shall be met for the review authority to approve the renewal of an approved development application:
  - a. The renewal is for a currently valid review authority approval, and the approval will expire within three (3) months. Renewals shall not be granted for

- development applications that have more than three (3) months until their expiration unless good cause is shown to warrant an early renewal;
  - b. If new CDC provisions applicable to the project have been adopted since the original approval or new issues are found per CDC regulations, the Planning Division may impose additional conditions at the time of renewal necessary to satisfy such new requirements and criteria for decision of the CDC. If such CDC regulations require plan revisions, then such revisions shall be evaluated in accordance with the minor Revision Process; and
  - c. The proposed renewal meets all applicable Town regulations and standards.
2. It shall be the burden of the applicant to demonstrate that submittal material and the proposed development substantially comply with the renewal review criteria.
  3. If the Planning Division is unable to find that the proposed revision meets the applicable criteria listed above, such revision shall be considered a new proposal and shall be evaluated in accordance with the applicable development review process outlined in this CDC.

**E. General Standards**

1. **Number of Renewals.** Only one (1), six (6) month renewal shall be permitted. Upon expiration of the renewal, the applicant must submit a new development application and follow the required development review process as provided for by this CDC.
2. **Length of Validity.** If a renewal development application is approved by the Town, the approval shall lapse six (6) months after the expiration date of the original approval.

**17.4.9 REZONING PROCESS**

**A. Purpose and Intent**

The purpose and intent of this section is to provide procedures and policies for a rezoning development application to change either the zone district or the zoning designation(s) of a lot.

**B. Applicability**

The Rezoning Process is applicable to any development application that proposes to change the zone district, zoning designation and/or the density allocation assigned to a lot.

**C. Review Process**

1. **Step 1: Conceptual Worksession.** A conceptual worksession application shall be submitted prior to submitting a formal rezoning development application.
  - a. The Director of Community Development may waive the requirement to submit a conceptual worksession due to limited size, scale or other matters that limit the issues associated with a rezoning development application.
2. **Step 2: Rezoning Development Application.** Rezoning development applications shall be processed as class 4 applications.

**D. Criteria for Decision**

1. The following criteria shall be met for the review authority to approve a rezoning development application:
  - a. The proposed rezoning is in general conformance with the goals, policies and provisions of the Comprehensive Plan;
  - b. The proposed rezoning is consistent with the Zoning and Land Use Regulations;
  - c. The proposed rezoning meets the Comprehensive Plan project standards;
  - d. The proposed rezoning is consistent with public health, safety and welfare, as well as efficiency and economy in the use of land and its resources;
  - e. The proposed rezoning is justified because there is an error in the current zoning, there have been changes in conditions in the vicinity or there are specific policies in the Comprehensive Plan that contemplate the rezoning;
  - f. Adequate public facilities and services are available to serve the intended land uses;
  - g. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and
  - h. The proposed rezoning meets all applicable Town regulations and standards.
2. It shall be the burden of the applicant to demonstrate that submittal material and the proposed development substantially comply with the rezoning review criteria.

**E. General Standards**

1. **Ordinance Required for Zone District Amendment.** Any change to the zone district, on a lot shall be by duly adopted ordinance.
  - a. All ordinances for a rezoning shall include a map reflecting the new zoning and associated boundaries.
  - b. A rezoning shall not become effective until thirty (30) days following the adoption of the rezoning ordinance.
2. **Ordinance Required for Change in Density or Zoning Designation.** Any change to the density or zoning designation assigned to a lot shall be by duly adopted ordinance that shall be recorded in the records of the San Miguel County Clerk and Recorder.
  - a. To the extent multiple recorded resolutions and/or ordinances exist with respect to the zoning designation of a lot, the most recently recorded resolution or ordinance shall prevail and shall have the effect of voiding all prior recorded resolutions and ordinances.
  - b. **Zoning on Plats.** If the current, recorded plat for the lot(s) affected by the rezoning lists either the zone district, zoning designation and/or associated density, the rezoning ordinance shall include a statement that the zoning set forth in the rezoning ordinance shall prevail over any inconsistent plat notations on all validly recorded plats for the lots affected by such rezoning.
3. **Official Zoning Map Amendment.** Rezonings affecting the zone district boundaries shall be shown by the Town on the Official Zoning Map as soon as reasonably practicable following the effective date of a rezoning. The Official Zoning Map, as amended by the rezoning, shall be signed by the Town Mayor and attested by the Town

Clerk.

4. **Official Land Use and Density Allocation List Amendment.** Rezoning that change the zoning designations or density allocations on a lot shall be reflected on the official land use and density allocation list as soon as reasonably practicable following the effective date of a rezoning.

5. **Density Transfer**

- a. Density may be transferred from one lot to another within the Town, provided that the existing or proposed zone district of both lots allows for the increase or decrease in density, and provided that the density transfer is approved pursuant to the Rezoning Process, PUD Process or the MPUD Process.
- b. Density may be increased or decreased on a lot by transferring density to or from the density bank, or by transferring density to or from another lot if such transferor lot is made a part of the Rezoning Process, PUD Process or the MPUD Process.

6. **Rezoning Limitations**

- a. Zoning designations assigned to density within the density bank may be changed to another zoning designation during the Rezoning Process when it is being transferred to a lot.
- b. Workforce housing density may not be rezoned to free market units except when the WHR is lost as provided for in the Zoning and Land Use Regulations.
- c. Workforce housing density assigned to a lot or property has specific requirements as set forth in the workforce housing requirements.
- d. Lots or units subject to the workforce housing restriction may only request a rezoning to change the zoning designation to either: (1) employee apartment, employee single-family, employee condominium or employee dorm; or (2) for whole lots only, the PUD Zone District to allow for a mix of workforce housing and free-market dwellings.
- e. Single-family zoning designations within the density bank may be rezoned to any zoning designation as a part of a rezoning and density transfer development application where the density is being transferred from the density bank to a lot.
- f. Lodge, efficiency lodge, hotel and hotel efficiency zoning designations may not be rezoned to condominium zoning designations.
- g. Rezoning of a condominium unit from residential to commercial, or vice-versa, whether or not there is any change to the exterior of the building, requires a rezoning of the affected unit(s).
- h. Lots outside the Village Center rezoning to any zoning designation with multi-family dwellings may be required to have a transportation plan and may be required to provide certain amenities on site, such as outdoor spa facilities, playgrounds, fitness facilities and/or a common area gathering place as conditions of approval.
- i. In development applications that propose removing density from a Village Center and multi-family lot, the applicant must prove the existence of a practical difficulty that prohibits the build out of the platted density. Financial hardship or expense shall not be considered a practical difficulty for the purpose of this section.
- j. Commercial and industrial density and/or zoning designations shall not be rezoned or converted to any other density since such a change would increase the Density Limitation.

## **7. Town Initiated Rezonings**

The Town Council may initiate the rezoning of private property by passing a motion directing staff to prepare and process a rezoning development application for specifically identified lots, following the Rezoning Process established by this section as a class 4 application.

### **17.4.10 DENSITY TRANSFER PROCESS**

#### **A. Purpose and Intent**

The purpose and intent of this section is to provide procedures and policies for a density transfer development application to transfer density from:

1. A lot to another lot in the town;
2. A lot to the density bank;
3. The density bank to a lot; or
4. Within the density bank, from one entity to another entity.

#### **B. Applicability**

The density transfer process is applicable to any owner or developer that proposes to conduct one of the activities outlined above.

#### **C. Review Process**

Density transfers shall be processed as follows:

1. **Class 1 Application.** A density transfer within the density bank, from one entity to another entity, shall be processed as a class 1 application.
2. **Class 4 Application.** Density transfers from a lot to another lot, a lot to the density bank or the density bank to a lot shall be processed as class 4 applications, concurrent with the required Rezoning Process.

#### **D. Criteria for Decision**

1. **Class 1 Applications.** The following criteria shall be met for the review authority to approve a transfer within the density bank:
  - a. The applicant has submitted a copy of the effective and valid official density bank certificate;
  - b. The density bank certificate contains the density sought to be transferred;
  - c. The applicant has provided a copy of the properly recorded density conveyance document to the Planning Division showing the conveyance of the density;
  - d. The density transfer meets the density transfer and density bank policies; and
  - e. The proposed transfer within the density bank meets all applicable Town regulations and standards.
2. **Class 4 Applications.** The following criteria shall be met for the Review Authority to approve a density transfer:

- a. The criteria for decision for a rezoning are met, since such density transfer must be processed concurrently with a rezoning development application (except for MPUD development applications);
  - b. The density transfer meets the density transfer and density bank policies; and
  - c. The proposed density transfer meets all applicable Town regulations and standards.
3. It shall be the burden of the applicant to demonstrate that submittal material and the proposed development substantially comply with the density transfer review criteria.

**E. General Standards**

- 1. **Density as a Property Interest.** Density in the density bank is considered a property interest by the Town, and may be bought or sold subject to meeting the applicable requirements of the CDC.
- 2. **Density Bank Certificate.** Upon the approval of a density transfer within the density bank, the Town shall issue a new density bank certificate to the new owner and to the original owner if the transfer does not involve all of the density shown on the density transfer certificate.
- 3. **Official Land Use and Density Allocation List.** The Planning Division shall update the official land use and density allocation list upon the approval and effective date of a density transfer.

**17.4.11 DESIGN REVIEW PROCESS**

**A.** The purpose and intent of the Design Review Process is to ensure that development is planned and designed to fit within the overall design context of the town. These regulations are also intended to:

- 1. Promote public health, safety and welfare;
- 2. Require quality building, landscaping and site design that enhances the character of the town;
- 3. Ensure development meets the Zoning and Land Use Regulations and other applicable requirements of this CDC;
- 4. Foster a sense of community;
- 5. Promote the economic vitality of the town;
- 6. Promote the resort nature and tourism trade of the town; and
- 7. Protect property values within the town.

**B. Applicability and Exemptions**

- 1. **Applicability.** The Design Review Process is applicable to any developer, owner, agent or person that plans on conducting one of the following activities:
  - a. The construction or alteration of a building or structure;
  - b. New landscaping or alterations to existing landscaping;
  - c. Any clearing, grading or other movement of land;
  - d. Any dredging, filling, grading, paving or excavation;
  - e. The improvement or alteration of any lot, property or open space, whether temporary or permanent;
  - f. New development;

- g. All exterior modifications to existing development; or
- h. The application of new paint or stain on a building or structure.

**2. Exemptions.**

- a. The following activities are exempt from the need to submit to a Design Review Process:
  - i. Landscaping to replace dead or diseased vegetation that was already approved by a previous Design Review Process development application;
  - ii. Landscaping that involves the planting of flowers without any expansion of the irrigation system;
  - iii. The placement of play equipment and similar uses in the rear yard that are not custom built on site, such as a swing set or a trampoline; and
  - iv. Any activity or building permitted by another development review process that has the same detail as the Design Review Process, including but not limited to conditional use development applications and site-specific PUD development applications.
    - (a) The Planning Division shall determine if an activity or building is approved via another development review process that has the same detail as the Design Review Process prior to an activity being exempt from the Design Review Process.
    - (b) Such written determinations shall be made either concurrent with the non-Design Review Process development application or by a separate written request after a development application has been approved.
    - (c) Examples of this include a facility that has detailed plans (grading, landscaping, floor plans, elevations, etc.) approved via the Conditional Use Permit Process and, therefore, would not be required to also conduct a Design Review Process.
  - v. Seasonal decorations that comply with any limitations in the CDC, such as the Lighting Regulations and be installed for no more than 60 days for all events except for winter seasonal decorations that may be installed for no longer than five (5) consecutive months.
- b. Even though an activity may be exempt from the Design Review Process, such activities shall still comply with the applicable requirements of the Design Regulations and this CDC.
- c. Even if an activity is exempt from the Design Review Process, it shall be the responsibility of the owner, developer or agent of a lot or property to ensure the activity, development, structure or improvements are constructed in compliance with the Design Regulations and the CDC.

**C. Review Process**

**1. Class 1 Applications.**

- a. The following types of Design Review Process development applications shall be processed as class 1 applications:



- i. Design revisions or remodeling that are minor in nature, does not alter the massing of the structure and does not compromise the intent of the Design Regulations or approved plans provided the developer provides a courtesy notice to all property owners within 400 feet of the lot affected by the redevelopment;
  - ii. Roofing replacement;
  - iii. Insubstantial landscaping and grading development applications;
  - iv. Sign permits;
  - v. Bridges for recreational or pedestrian paths;
  - vi. Fire mitigation and forestry management projects;
  - vii. New or modified lighting on all buildings and structures;
  - viii. The replacement of a lift with a new lift provided the capacity of the lift is not changing;
  - ix. Minor golf course improvements or landscaping, such green or tee replacements; and
  - x. Minor ski resort improvements such as replacing or installing a snowmaking line.
- b. If any is design variation is sought pursuant to Design Variation Process for one of the development applications set forth above, such development application shall be processed as a class 3 application.
  - c. The review authority may elect to elevate a Design Review Process development application to either a class 2 or 3 application based on complicating factors, complex design or other similar considerations.
    - i. If the review authority elects to elevate a Design Review Process development application to a class 3 application, no public notice of such application is required.

**2. Class 2 Development Applications:**

- a. The following types of Design Review Process development applications shall be processed as class 2 applications:
  - i. Building additions that do not increase the floor area by more than twenty-five percent (25%) of the primary structure;
  - ii. Design revisions or remodeling that are more significant in nature, minimally alters the massing of the structure and does not compromise the intent of the Design Regulations or approved plans provided the developer provides a courtesy notice to all property owners within 400 feet of the lot affected by the redevelopment;
  - iii. New or remodeled, non-residential buildings or structures with less than 2,500 sq. ft. of floor area; and
  - iv. Substantial landscaping and grading development applications;
- b. If any is design variation is sought pursuant to Design Variation Process for one of the development applications set forth above, such development application shall be processed as a class 3 application.
- c. The review authority may elect to elevate a Design Review Process development application to a class 3 application based on complicating factors, complex

design or other similar considerations.

- i. If the review authority elects to elevate a Design Review Process development application to a class 3 application, no public notice of such application is required.

**3. Class 3 Development Applications.** All other Design Review Process development applications not listed above shall be processed as class 3 applications. Class 3 applications consist of two steps as outlined below.

a. Sketch Review. The intent of the Sketch Review is to allow the DRB a preliminary review of the composition of the project architecturally and its relation to the site to determine whether it is responsive to the Town Design Theme; fits within the context of the existing neighborhood and to identify the appropriateness of potential variations. The review is not a public hearing and does not constitute a final action. ~~no action will be taken.~~

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i. Sketch Review Disclaimer. Any comments, ~~or general direction,~~ warranties, guarantees and/or approvals in any manner or form by the DRB shall not be considered a final action at Sketch Review ~~binding or represent any promises.~~ ~~warranties, guarantees and/or approvals in any manner or form.~~ A sketch review 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 ~~Final Review~~ process.

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~~3.b.~~ Final Review. Held on a subsequent agenda after the Sketch Review is approved, the Final Review is a public hearing to determine the project's consistency with the Town Design Theme and compliance with the CDC.

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**D. Criteria for Decision**

1. The following criteria shall be met for the review authority to approve a Design Review Process development application:
  - a. The proposed development meets the Design Regulations;
  - b. The proposed development is in compliance with the Zoning and Land Use Regulations;
  - c. The proposed development complies with the road and driveway standards;
  - d. The proposed development is in compliance with the other applicable regulations of this CDC;
  - e. The development application complies with any previous plans approved for the site still in effect;
  - f. The development application complies with any conditions imposed on development of the site through previous approvals; and
  - g. The proposed development meets all applicable Town regulations and standards.
2. It shall be the burden of the applicant to demonstrate that submittal material and the proposed development substantially comply with the Design Regulations.

**E. General Standards**

1. **Licensed Architect Required.** All development applications for a structure or building to be constructed, altered or modified within the town are required to be stamped by a

Colorado licensed architect.

- a. If allowed by the CRS 12-25-301 et seq, the Director of Community Development may exempt a remodeling development application from this requirement if he/she determines that such remodeling is minor in nature and without any modification to a building's mass, or for a remodeling that is simply proposing the replacement of exterior materials and associated minor alterations.
2. **Master Development Plan.** Development applications with several phases are required to receive approval of a master development plan pursuant to the class 3 application process. Each phase will require review per the applicable Design Review Process set forth above and the Design Regulations. Design review development applications for each phase will conform to the approved master development plan.
    - a. The master development plan shall be used as a guide for the subsequent development of sites and the design and location of buildings and grounds within the project. All plans subsequently approved by the DRB in accordance with the Design Regulations shall substantially conform to the master development plan approved by the DRB.
3. **DRB Design Review Prior to Building Permit.** A building permit for a project that requires Design Review Process shall not be issued unless such project has been reviewed and approved pursuant to the Design Review Process and the Design Regulations.
  4. **Non-Conforming Lots or Buildings:** A Design Review Process development application shall require the applicant to bring the existing building(s), structure(s), landscaping and other site elements into compliance with the current Design Regulations and CDC requirements. The Town shall only seek to bring a lot, site or building into compliance with the CDC in direct proportion to the development application to ensure that the costs of compliance are fair and balanced to the level of originally requested improvements.
  5. **Design Variation Process.**
    - a. The DRB may grant design variations to the following Design Regulations sections:
      - i. Building siting design;
      - ii. Grading and drainage design;
      - iii. Building design;
      - iv. Landscaping regulations;
      - v. Trash, recycling and storage areas;
      - vi. Lighting regulations;
      - vii. Sign regulations; and
      - viii. Commercial, ground level and plaza area regulations.
    - b. A design variation request shall be processed concurrently with the applicable Design Review Process development application.
    - c. A design variation request shall outline the specific variations requested and include the section number.
    - d. A design variation request shall provide a narrative on how the variation request meets the design variation criteria for decision.

- e. The following criteria shall be met for the review authority to approve a design variation development:
  - i. The design variation is compatible with the design context of the surrounding area, and provides for a strong mountain vernacular design.
  - ii. The design variation is consistent with the town design theme;
  - iii. The strict development application of the Design Regulations(s) would prevent the applicant or owner from achieving its intended design objectives for a project;
  - iv. The design variation is the minimum necessary to allow for the achievement of the intended design objectives;
  - v. The design variation is consistent with purpose and intent of the Design Regulations;
  - vi. The design variation does not have an unreasonable negative impact on the surrounding neighborhood; ~~and~~
  - ~~vii.~~ vii. The proposed design variation meets all applicable Town regulations and standards; ~~and~~
  - ~~viii.~~ viii. The variation supports a design interpretation that embraces nature, recalls the past, interprets our current time, and moves the town into the future while respecting the design context of the neighborhood surrounding a site.
- f. Cost or inconvenience alone shall not be sufficient grounds to grant a design variation.
- g. It shall be the burden of the applicant to demonstrate that submittal material and the proposed development substantially comply with the design variation process.

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**6. DRB Compliance Inspection.** No owner, lessee or their agent or assignee shall apply for a certificate of occupancy (CO), temporary certificate of occupancy (TCO), final building approval or other similar occupancy approvals from the Building Division unless the applicant has received final inspections for compliance conducted by the Planning Division staff, and staff has signed the Building Division inspection card.

- a. In the event that paving and/or landscaping cannot be constructed without unreasonable delay, a TCO may be issued, if the applicant complies with the landscape completion policy in the Design Regulations.



**PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

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

**Agenda Item #10**

**TO:** Town Council

**FROM:** Glen Van Nimwegen, AICP  
Director

**FOR:** Meeting of February 16, 2017

**DATE:** February 9, 2017

**RE:** **Second Reading, Public Hearing and Council Vote on an Ordinance to Amend Chapter 17.5 Design Regulations of the Community Development Code.**

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**Background**

July 7, 2016: A joint work session was held between the Town Council and Design Review Board to discuss changes to the DRB process to require two meetings before approval. This discussion led to the number of design variations that have been requested indicating conflict between the current standards were hindering the evolution of alpine architecture in Mountain Village.

August 4, 2016: A second work session was held with Council and DRB to discuss the aspects of the Design Regulations that should change. The three areas of concern discussed included the requirements for roof form, window glazing and “solid heavy bases” for structures. The Council gave direction to begin the review of the regulations.

September 1, 2016: The Board began work on the amendments in work session.

October 18, 2016: Staff presented proposed changes to the Board in a special work session.

November 7, 2016: Work continued on the regulations in a second special work session. The Board also discussed returning to a two-step process, similar to previous versions of the Land Use Ordinance. As presented to the Board by member Evans, the initial review would focus on larger issues such as the structures compatibility with the neighborhood and compliance with the design theme goals, while the second review would be more formal to ensure compliance with the CDC.

December 1, 2016: The amendments were reviewed in the work session.

January 8, 2017: The Board reviewed the final revisions to Chapter 17.5, and a new draft of potential changes to the process (Chapter 17.4). The Board recommended Town Council adopt the proposed changes to Chapter 17.5 as attached to this memo, while work continues on Chapter 17.4 Development Review Procedures.

Public Notice: Town staff alerted the community about the proposed changes to the Design Regulations in several email notifications and banner notices on the website through this

process. We have also included the formal notice on the website under “Proposed Ordinances” since last October and this notice was updated in December after the scope of the revisions solidified. We received input from architect Tommy Hein (attached). Architect and resident Max Strang attended the October 18 work session and voiced support and additional considerations. We also received written input from two residents who are considering designing a new home in Mountain Village (attached).

Telluride Mountain Village Owners Association sent a notice to their constituents on November 2, 2016 about the proposed changes to the Design Regulations. The Executive Director reported to staff that a lot of people have shown interest in relaxing the current regulations.

## **Discussion**

The proposed changes stayed true to Council’s direction. The majority of the proposed changes fall into the following categories:

- Section 17.5.3 was bolstered to emphasize the Board’s principal duty of ensuring the implementation of the Town Design Theme and applicants must be responsive to the Board’s direction.
- Substituted references to “solid, heavy” and “thick” bases as a design requirement for a building design that appears “grounded” to the site to withstand alpine forces of wind, snow and heavy rain. The list of materials that support this design was expanded that could make up the base, but stone remains as the principal base material.
- Eliminated the requirements that a gable roof shall be the primary form, and the roof pitch must be a minimum of 6:12 and a maximum of 12:12. Added the requirement that roof design shall be made up of multiple forms that emphasize sloped planes, varied ridgelines and vertical offsets.
- Increased the list of appropriate roof materials to include black or gray standing seam materials that are not reflective. Provided for the general approval of certain synthetic materials after they have been proven to meet stated standards of durability, high strength and high quality design.
- Eliminated the requirements that individual windows could not be larger than 40 square feet and only 20% of the north elevation shall be glass. Instead, the new regulations require window use and placement be responsive to energy requirements, be an integral part of the design of the structure and be sensitive to adjoining properties. The standard that no more than 40% of the exterior of a structure be glass remains.

In summary, the process was an effort in reducing the inflexible standards and emphasizing the importance of creating a comprehensive design that addresses the Mountain Village Design Theme. Section 17.5.4 (E) states:

“Architecture within the town will continue to evolve and create a unique mountain vernacular architecture that is influenced by international and regional historical alpine precedents. The Town encourages new compatible design interpretations that embrace nature, recall the past, interpret our current time, and move us into the future while respecting the design context of the neighborhood surrounding a site”

The Board and staff expect the proposed changes will implement this goal.

### **Staff Recommendation**

Staff recommends approval of the proposed changes to Chapter 17.5 of the Community Development Code as presented.

### **Design Review Board Recommendation**

On January 8, 2017 the Design Review Board held a public hearing and recommended the Town Council approve the proposed changes to Chapter 17.5 with minor modifications.

### **PROPOSED MOTION**

“I move to approve the first reading of an ordinance amending Chapter 17.5 Design Regulations of the Community Development Code, with direction to the Town Clerk to set the public hearing on February 16, 2017”

#### Attachments:

- Proposed Ordinance amending Section 17.5 Design Regulations
- Public Input
- Notice

**ORDINANCE NO. 2017-\_\_**

**AN ORDINANCE AMENDING THE COMMUNITY DEVELOPMENT CODE (CDC) AT CHAPTER 17.5 DESIGN REGULATIONS TO ACCOMPLISH THE FOREGOING**

**RECITALS**

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

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

**Section 1. Amendment of Community Development Code**

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

**Section 2. Ordinance Effect**

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

**Section 3. Severability**

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

**Section 4. Effective Date**

This Ordinance shall become effective on \_\_\_\_\_, 2017.

**Section 5. Public Hearing**

A public hearing on this Ordinance was held on the \_\_\_\_\_ day of February, 2017 in the Town Council



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

**INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 19<sup>th</sup> day of January, 2017.**

**TOWN OF MOUNTAIN VILLAGE**

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

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

ATTEST:

\_\_\_\_\_  
Jackie Kennefick, Town Clerk

**HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this \_\_\_\_\_ day of February, 2017.**

**TOWN OF MOUNTAIN VILLAGE**

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

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

ATTEST:

\_\_\_\_\_  
Jackie Kennefick, Town Clerk

Approved As To Form:

\_\_\_\_\_  
Jim Mahoney, Assistant Town Attorney

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

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

2. The Ordinance was introduced, read by title, approved on first reading with minor amendments and referred to public hearing by the Town Council the Town ("Council") at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on \_\_\_\_\_, 2017, by the affirmative vote of a quorum of the Town Council as follows:

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

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on \_\_\_\_\_, 2017 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 \_\_\_\_\_, 2017. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

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

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Town this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Jackie Kennefick, Town Clerk

(SEAL)

**Exhibit A: Amendments to Chapter 17.5 DESIGN REGULATIONS**

## CHAPTER 17.5 Design Regulations

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### 17.5.1 PURPOSE AND INTENT

The Mountain Village Design Regulations ("Design Regulations") have been established to achieve the following:

- A. Provide clear, consistent, predictable and efficient design standards;
- B. Promote public health, safety and welfare;
- C. Preserve open space and protect the environment;
- D. Enhance the natural beauty of the town's surroundings;
- E. Foster a sense of community;
- F. Promote the economic vitality of the town;
- G. Promote the resort nature and tourism trade of the town;
- H. Ensure that uses and structures enhance their sites and area compatible with the natural beauty of the town's setting and its critical natural resources;
- I. Promote good civic design and development; and
- J. Create and preserve an attractive and functional community.
- J-K. Ensure through DRB review the compliance and compatibility with the town design theme.

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### 17.5.2 APPLICABILITY

- A. The Design Regulations apply to all new development and all development where there is an exterior alteration proposed or where an exterior alteration is required due to a change in use.
- B. Workforce housing development shall be in accordance with the Design Regulations, except that the DRB may, at its discretion, vary the Design Regulations' requirements.

### 17.5.3 DEVELOPMENT APPLICATION PROCESS

The Design Review Process is set forth in the Development Review Procedures in Chapter 4. Further, it is the overall intent of the Design Review Process that the DRB shall be responsible for ensuring the compliance and compatibility with the town design theme as a primary outcome of the process and the DRB may impose direction and/or conditions to applicants in order to ensure such compliance and compatibility. Applicants in the Design Review process shall be responsive to DRB directions and/or conditions regarding design review by providing meaningful responses and shall demonstrate such responses on plan sets prior to proceeding in the Design Review Process after such direction has been given.

### 17.5.4 TOWN DESIGN THEME

- A. The town design theme is directed at establishing a strong image and sense of place for the community within its mountain setting.
- B. - Mountain Village is located in a fragile, high-alpine environment that contains forests, streams, wetlands and mountainous topography. The natural physical features and setting of the town shall inform the design of our buildings to promote harmony between people and nature that respects and blends with its surroundings and is integrated into the landscape.
- C. Architecture and landscaping within the town shall be respectful and responsive to the tradition of alpine design and shall reflect sturdy building forms common to alpine regions.

- D. Architectural expression shall be a blend of influences that visually tie the town to mountain buildings typically found in high alpine environments.
- E. Architecture within the town will continue to evolve and create a unique mountain vernacular architecture that is influenced by international and regional historical alpine precedents. The Town encourages new compatible design interpretations that embrace nature, recall the past, interpret our current time, and move us into the future while respecting the design context of the neighborhood surrounding a site.
- F. The key characteristics of the town design theme are:
  1. Building siting that is sensitive to the building location, access, views, solar gain, tree preservation, and visual impacts to the existing design context of surrounding neighborhood development.
  2. Massing that is simple in form and steps with the natural topography.
  3. ~~Solid, heavy g~~Grounded bases that are designed to withstand alpine snow conditions.
  4. Structure that is expressive of its function to shelter from high snow loads.
  5. Materials that are natural and sustainable in stone, wood, and metal.
  6. Colors that blend with nature.

The Design Regulations set forth herein are intended to achieve these defining characteristics.

#### **17.5.5 BUILDING SITING DESIGN**

##### **A. Design to Fit the Landscape.**

Effective site planning is crucial to designing a building and development that blends into the existing landscape. Building siting shall respect and relate to existing land-forms and vegetation. Design solutions shall be site-specific, organizing the building mass in a way that relates to the terrain and functional constraints of the site.

1. Siting of buildings and routing of driveways, utilities, walkways, drainage, etc., shall be designed to blend with the topography and avoid unnecessary disturbances to existing vegetation, ponds, streams and wetlands.
2. Natural vegetation, ponds, streams and wetlands shall be preserved and protected to the extent practicable while still allowing for the owner’s envisioned development consistent with the Town regulations, standards and the Comprehensive Plan.
3. Due to heavy snowfall experienced in the area, all site plans shall provide a snow shed and storage plan for roofs, walkways and drives. Areas of snow or ice shedding from roofs shall be shown along with methods to protect pedestrian and/or vehicular traffic from injury or damage.

##### **B. Residential Building Siting**

1. Buildings shall be sited based on the consideration of influences such as surrounding development, shade and shadow, views, solar exposure, natural vegetation, and water run-off.
2. View corridors for proposed development shall be specifically preapproved by the review authority as a part of the overall landscape plan pursuant to the applicable requirements of the CDC.
3. The review authority may require the creation of a building envelope to define the area in which all improvements must be located in order to protect the general easement, wetlands, steep slopes, golf course, open space, common areas and similar site features.

- a. When a building envelope is required by the review authority, the applicant may be required by the review authority to submit a site improvement location certificate to ensure all development and improvements occur within the building envelope.

**C. Village Center Building Siting**

1. Building siting within the Village Center shall relate directly to the pre-established or proposed pedestrian walkways, malls and plaza areas. It is imperative that buildings form the walls of these exterior spaces and that circulation routes are uninterrupted, continuous and reinforced by adjacent buildings.
2. Development of a structure to the lot lines shall be allowed on building footprint lots provided Building Codes setbacks are met, adequate fire access is provided and the applicable requirements of the CDC are met.

**D. Sites Adjacent to Open Space**

Prior to the review authority approving the development of a site that proposes grading, clearing, direct drainage, direct access or other direct impact (as solely determined by the review authority) onto an adjoining open space, the applicant shall submit the proposed improvements on the open space to the owner of the affected open space for review and approval.

1. The owner of the open space shall provide the Town with written consent for the development application to proceed or all proposed improvements affecting the open space shall be deleted from the development application.
2. The applicant shall be required to enter into an open space impact agreement with the owner of the open space.
3. The Town may require easements for direct discharge, landscaping, access and similar improvements.

**E. Golf Course Setbacks**

Buildings shall be setback from the golf course fairways, tee boxes and greens. The DRB has the right, during the Design Review Process, to impose greater setback requirements if it determines that unique circumstances exist or if required for safety or aesthetic reasons.

**F. Sites Adjacent to Common Areas**

Prior to development of any site that will directly impact any developed common areas (pedestrian pathways, paver systems, retaining walls, light poles, sodded areas, etc.) by grading, clearing, direct drainage, direct access or other impact (as solely determined by the review authority) the applicant shall be required by the review authority to enter into a common area impact agreement.

**17.5.6 BUILDING DESIGN**

**A. Building Form**

1. ~~The alpine mountain design shall be based on solid, heavy~~ building forms that are well grounded to withstand the extreme natural forces of wind, snow and heavy rain. All buildings shall be designed to incorporate a substantially grounded base on the first floor and at finished grade. Examples of materials which evoke this form are stone, metal,

~~stucco (for Village Center only), or wood with dimensions that are ten inches (10") or greater for timber or timber veneer and sixteen inches (16") or greater for log homes or log bases. Where the base of a building meets natural grade, the materials must be appropriate to be adjacent to accumulated snow. The following building massing requirements shall be met to achieve this mountain vernacular design:~~

~~2.1.~~

~~a. All buildings shall be designed to incorporate a heavy, thick massed base on the first floor and at finished grade base of stone, stucco (for Village Center only), or wood with dimensions that are ten inches (10") or greater for timber or timber veneer and sixteen inches (16") or greater for log homes or log bases.~~

~~i. For multi-family, mixed-use and commercial development, the first floor, primary material shall be stone or stucco with metal accent material.~~

~~ii. The DRB may increase the size of the timber or logs depending upon the size and visual weight of the upper floor materials in order to provide the desired heavy, thick building base.~~

~~iii. The heavy, thick building base shall be the primary element with the allowance of secondary, accent exterior materials to break up the mass or provide interest in association with an architectural element.~~

~~3.2.~~ Windows and doors in stone and stucco areas shall be recessed back from the face of the exterior material by a minimum of five inches (5") with variations in the depth of the window and door recessions provided throughout the building to convey the desired heavy, thick massing.

a. Window trim or built up areas around the windows shall not be included in the measurement, such measurement to be made from the predominant face of the exterior wall assembly.

~~4.3.~~ The exterior material requirements reinforce the desired massing set forth in this section.

## **B. Exterior Wall Form**

### **1. General (Applies to All Development)**

- a. The overall form of residential exterior walls shall be simple in design.
- b. Walls need to portray a massing that is substantially grounded to the site.~~that is strong and thick.~~

### **2. Village Center Wall Form Additional Requirements**

- a. The form of exterior walls within the Village Center shall form and define the public spaces they confine as well as the interior uses of the building. Spaces defined by the walls shall be contained courtyards and plazas or continuous flowing streets. Angles shall be soft, repetitive 90-degree turns and open-ended, disjointed spaces shall be avoided.
- b. Exterior walls along small commercial retail streets and plazas shall reinforce the "village street" concept with relatively narrow frontages and/or vertical "townhouse" proportions. Ground level, commercial spaces shall be architecturally defined from office or residential spaces above.

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C. **Roof Form**

1. **Roof Design Elements**

- a. ~~Primary forms shall be gable. Secondary roof forms may be either gable or shed roof forms. The roof shall be a composition of multiple forms that emphasize sloped planes, varied ridgelines and vertical offsets.~~
  - i. ~~Other primary and secondary roof forms may be approved by the DRB as a specific approval consistent with the roof pitch requirements as set forth herein, and provided the Town design theme is met.~~
- ~~b. Roof forms shall be simple in design to the extent practicable.~~
- e-b. Dormers may be included to add interest and scale to major roof areas and to make habitable use of space within the roofs. Dormers may have gable or shed forms.
- d-c. Roofs shall be designed and insulated to ensure valleys, areas over wall top plates and other similar building spaces do not form ice dams and to prevent the need for heat tracing.
- e-d. The DRB may require long ridgelines to be stepped to avoid long spans of unbroken ridges when such elements are not in proportion to the design and scale of the building, or to ensure the building design is following the topography of the site.
- f-e. Roof ridgelines shall, where practicable, step with the topography of the site following the stepped foundation.
- g-f. The design of roofs shall reflect concern for snow accumulation and ice/snow shedding. Entries, walkways and pedestrian areas shall be protected from ice/snow shedding.
- g. Eaves and fascia shall generally be responsive and proportional to the design of the building.

2. ~~Pitch~~

- a. ~~Primary roof pitches shall be 6:12 to 12:12 except for:~~
  - i. ~~Town shops, recreational facilities, community facilities, public works buildings or buildings with an industrial zoning designation on the site may have lesser slopes approved as a specific approval of the DRB.~~
- b. ~~Secondary shed roof forms shall have a pitch of not less than 4:12 when attached to major building forms.~~
  - i. ~~The Review Authority may allow for roof forms less than 4:12 for secondary roof forms as a specific approval.~~

3. ~~Eaves and Fascia~~

- a. ~~Eaves and fascia shall generally be responsive and proportional to the design of the building.~~



#### **4.2. Roof Drainage**

- a. Where roofs drip onto pedestrian or other public areas, all multi-family, mixed use or commercial buildings shall provide a system of gutters, downspouts and permitted heat-tape to direct and channel roof run-off into the project's landscape areas and to prevent ice build-up in pedestrian areas. In non-pedestrian or public areas, roofs may drip to cobble lined swales that direct water to the natural or proposed landscape.
- b. All development within the Village Center shall be required to provide an integral guttering system designed into the roof or other DRB approved system of gutters, downspouts and heat-tape to contain roof run-off.
- c. Within the Village Center, all building roof run-off shall be directed to storm sewers or drainage systems capable of handling the volume of run-off. Such system shall be kept and maintained by the owner and/or respective homeowners association in a clean, safe condition and in good repair.

### 5.3. Roof Material

- a. All roofing material shall be of a type and quality that will withstand high alpine climate conditions.
- b. The review authority may require class A roofing materials as a fire mitigation measure.
- c. Permitted roof material outside the Village Center include:
  - i. Rusted, black or gray standing ~~seam~~ seam or corrugated metal;
  - ii. Zinc;
  - iii. Minimum 1/2" slate; and
  - iv. ~~18-22 gauge black or rusted corrugated metal.~~ Synthetic materials that have been approved by the Design Review Board for general use after having been used on individual projects and the Board makes the finding that the material has proven to meet the standards stated below.
- d. Village Center roofing material shall be concrete tile or synthetic materials that emulate concrete tile of the color burnt sienna except for special copper accent roofs that shall require specific approval of the DRB.
- e. The following roofing materials may be approved by the DRB as a specific approval that is processed as a class 3 development application if the DRB finds the roofing material is consistent with the town design theme and the applicable Design Regulations:
  - i. Copper;
    - (a) Copper shall only be considered when it is proposed with a brown or verde patina finish where visible except for the Village Center where a verde patina finish is required.
    - ~~(b)~~ (b) The copper finish shall be completed prior to issuing a certificate of occupancy.
  - ii. Galvanized corrugated or standing seam metal (not rusted or reflective);
  - ~~iii.~~ Standing seam;
  - ~~iv-iii.~~ Synthetic roofing material that accurately emulates wood shake, concrete and slate tile or any other roofing material permitted or existing in Mountain Village.
    - (a) Synthetic roofing material shall be:
      - (i.) Durable
      - (ii.) High strength, both material and shape;
      - (iii.) Low absorption or permeability;
      - (iv.) High freeze/thaw damage resistance;
      - (v.) Color throughout the tile (not surface applied); and
      - (vi.) High-quality design that fits within the architectural context of the building and the architectural context of the surrounding area.

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- f. The following requirements are applicable to all roofing:
  - i. Metal roofing surface shall not reflect an excessive amount of light when viewed against direct sunlight.
  - ii. Unless the DRB grants a specific approval for a non-rusted metal roof, corrugated and standing seam roofing materials shall be pre-treated to produce rusting prior to placement on the roof, and prior to the issuance of a certificate of occupancy.
- g. The installation or re-installation of wood shakes, glazed tile and asphalt shingles is prohibited, except for the repair or replacement of wood shake areas that are 25% or less of the total roof surface area.
- h. Roof flashing, Gutters Downspouts and Similar Hardware:
  - i. In the Village Center, all exposed metal flashing, gutters, downspouts and other roof hardware shall be copper except when either structural requirements dictate the use of stronger materials such as for snow fences.
  - ii. In all other areas, other metal guttering besides copper may be approved by the review authority to allow it to match roofing material, such as the use of rusty steel guttering on a rusty metal roof.
  - iii. When steel or iron are used, they shall be either rusted to match the roof or finished with a baked on enamel paint or, subject to the prior approval of the review authority, a silicon modified alloy or special epoxy paint system of a color approved by the review authority.

**6.4. Pedestrian Protection.** Due to the potential for heavy snow accumulation, snow shedding shall be expected from sloping roofs onto the adjoining finished grades. It is therefore important that people, structures and improvements be protected from these potential impact loads.

- a. All building entries and shop fronts shall be located at gable ends of buildings or shall be protected by secondary roofs, arcades, balconies or similar structures when they are subject to snow or ice shedding.
- b. Structures, improvements and other pedestrian/public areas shall be protected by structural snow retention devices and other measures, such as snow fences and heat traced gutters.
- c. Snow retention devices shall be designed by a registered, Colorado professional engineer to support structural loads.
- d. Raised planters, retaining walls or similar landscape features shall be used to direct pedestrians away from any snow or ice shed areas and shall be required where a potential volume of snow shed or an especially hazardous area exists due to the height and slope of the roof aspect and similar site-specific considerations.
- e. Mechanical and safety devices shall be provided to safely accommodate snow removal in accordance with federal occupational regulations.

**7.5. Roofing Color/Nonreflective Material.** All roof material ~~colors~~ shall be a non-reflective natural earth or rusted tones that blend with the natural backdrop to the extent practicable.

**D. Chimneys, Vent and Rooftop Equipment Design**

1. Chimney forms shall relate to the overall building.
2. All fireplace flues shall be enclosed; ~~and have with an arched~~ chimney cap that allows the proper draft to flow past the cap as required by any applicable codes and not simply left as exposed metal or clay flues. Chimney enclosures are generally made of stone, stucco or ~~rusted or painted~~ metal, ~~or metal treated to create a natural patina, to complement the roof material.~~ ~~The metal shall be treated to produce rusting.~~
3. All wood-burning fireplaces shall require the installation of a spark arrester.
  - a. Wood-burning fireplaces are only permitted on certain lots as limited by the Solid Fuel Burning Device Regulations.
4. All flues and vents shall be consolidated to the extent allowed by the Building Codes to minimize the visual impacts caused by excessive chimneys, flues and vents.
- ~~5. Chimneys shall be located on the side or rear of a dwelling and not located on the front façade as viewed from the primary access way.~~
- ~~6.5.~~ Vents shall be located on the roof plane that is furthest away from the adjoining public ways.
- ~~7.6.~~ Vents on the roof or on a wall shall be located and designed to ensure the lack of ~~instructions-obstructions~~ from accumulating snowfall.
- ~~8.7.~~ Exhaust vents from commercial kitchens, locker rooms and any other space that may emit undesirable odors shall be designed and located so as to vent from the roof of buildings and thus mitigate ~~and eliminate~~ odors. The review authority has the right to require improvements, such as air cleaners (scrubbers), to any system that does not in its judgment perform satisfactorily.
- ~~8.~~ Rooftop heating and air conditioning equipment, large vent stacks, elevator penthouses, mechanical equipment and building vents and flues shall be designed to be compatible with the overall design of the structure, consolidated into vent enclosures and concealed or screened from public view. Building vents and flues that cannot be consolidated into vent enclosures and/or concealed due to the Building Codes shall be wrapped with an appropriate metal to match the exterior materials of the building so as not to be obtrusive.
- ~~9.~~ 9. Exhaust vents and air conditioning equipment must be located to ensure emitted noise is directed away from public and habitable spaces.

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E. **Exterior Wall Materials.** A mix of materials including Nnatural stone, stucco (only in the Village Center), steel and wood ~~are shall be~~ the primary exterior materials. Proposed exterior materials shall be compatible with surrounding area development.

1. **Stone.** In addition to achieving the building massing requirements, stone walls shall meet the following standards:
  - a. ~~All B~~buildings with wood or other approved exterior materials shall have thirty-five percent (35%) minimum stone walls.
  - b. The stone for building additions shall be included into the overall stone calculation for the entire building and must comply with the stone percentage requirements stated herein.
  - c. The designs shall show stone that is distributed to enhance the overall architecture.
    - i. Stone incorporated in retaining walls that are ~~adjacent to and~~ an integral part of the building design may be included, ~~up to ten percent (10%),~~ in the building's exterior stone material calculation.

- ~~ii. Boulder walls or landscaped walls shall not be considered within calculations of the exterior wall material requirement.~~
- ~~iii.ii. A narrative that describes the pattern, grout, block size and color of the proposed stone. A stone sample and color picture of the proposed stone and setting pattern shall be provided as a part of the Design Review Process application for approval by the review authority.~~
- ~~iv.iii. Any review authority approval for stone shall include a condition that a four foot (4') by four foot (4') mock up board be prepared by the development mason for the review authority to approve the final stone material and setting pattern consistent with the review authority approval. Such mock up shall be provided prior to the installation of any stone and prior to the town conducting the framing inspection (if any), or other trigger point developed by the review authority.~~

2. **Wood.** Wood siding (horizontal or vertical), wood shingles, log, log siding and heavy timbers, and timber veneers are acceptable exterior wood materials. In addition to achieving the building massing requirements, wood siding shall meet the following standards:
  - a. Log and log siding shall be a minimum sixteen inches(16") in diameter on the first and lower floor elevations as provided under the building design standards, and nine inches (9") in diameter on upper floors. When milled logs are used, hand-hewed logs are preferred. When log siding, heavy timber or wood siding are used, corner detailing shall be provided.
  - b. Heavy timber shall be a minimum size of eight inches by eight inches (8" x 8").
  - c. Wood siding shall be a minimum size of one inch by eight inches (1" x 8") in dimension and either painted or stained. Reclaimed barn wood shall be an average of eight inches (8") in width.
  - d. Board and batten wood siding shall not be the predominant siding pattern. When board and batten siding is proposed the minimum size shall be one inch by eight inch (1" x 8") boards and one inch by eight inch (1" x 8") battens.
3. **Metal.** The review authority may review and approve metal as ~~an accent~~ siding material, soffit material and fascia material as specific approvals in a development application.
  - a. Permitted metal siding types include rusted corrugated, rusted sheet metal panels, zinc panels, copper panels and other metal types reviewed and approved by the DRB.
  - b. Copper metal shall be treated to produce a patina prior to the issuance of a certificate of occupancy.
  - c. Corrugated metal shall be treated to produce rusting prior to the issuance of a certificate of occupancy.
4. **Stucco.** Stucco is only allowed in the Village Center. In addition to achieving the building massing requirements, stucco siding shall meet the following standards:
  - a. The primary exterior wall finish in the Village Center shall be stucco with a minimum use of twenty-five percent (25%) stone and a maximum of twenty percent (20%) wood as an exterior wall material.
  - b. Stucco walls shall portray a building of mass and, therefore, must be used over

- large surfaces rather than on small isolated areas. Stucco walls shall have a smooth undulating surface with soft rounded corners and deeply recessed doors and windows to reinforce the building mass.
- c. Two-coat or three-coat stucco construction shall be detailed on the Design Review Process and construction plans.
  - d. Stucco colors shall be primarily light earth tones and are subject to the approval of the review authority.
  - e. Exterior Insulation Finished System or "EIFS" is prohibited due to the high alpine conditions and the prevalent water damage issues occurring in past EIFS installations.
5. **Non-combustible Materials.** The Town Building Codes may require certain non-combustible wall assemblies or synthetic materials. In such circumstances, the DRB may approve non-combustible materials as a specific approval provided it finds such materials are compatible with the town design theme and surrounding area development.
  6. **Sustainable Green Building Materials.** The DRB may approve sustainable green building materials as a specific approval provided it finds such materials are compatible with the town design theme and surrounding area development.
  7. **Prohibited Exterior Materials.** The following exterior materials are prohibited:
    - a. Rough sawn plywood, aluminum, fiberglass, T-111 panels, plastic and/or vinyl siding.
    - b. Concrete is limited as an exterior materials for structural elements such as exposed lintels or beams, or as board form concrete with review authority specific approval. Other areas of concrete shall be faced with stone, wood, stucco or metal per the exterior material requirements set forth in this section.

**F. Exterior Color**

Exterior material color shall harmonize with the natural landscape within and surrounding the town. Color shall be natural, warm and subtle. Roofs may be rusted, black or gray standing seams or corrugated metal. Any colors used on details such as trim, fascia and timbers can be stronger and provide contrast to the more subtle tones of large wall or roof areas.

**G. Windows Glazing.** ~~Windows shall be designed to meet the following standards: Window design must be responsive to the energy code and site conditions. Each window wall composition will be evaluated on the basis of whether it is an integral part of the structure's complete design. Windows shall be designed to meet the following standards:~~

1. Window openings and patterns shall be responsive to good solar design principles. The design of exterior walls shall also respond to solar exposures.
  - a. ~~North walls shall typically have no more than twenty percent (20%) glass area unless the primary view is to the north.~~
  - b. ~~South walls shall open to the sun and view.~~
  - e.a. ~~Consistent with the Building Codes,~~ The maximum window area of a building ~~is~~ shall be forty percent (40%) of the total building façade area. Window placement and size shall be sensitive to light spill over to adjacent properties.
    - i. ~~Window area measured as the rough opening area of the windows.~~
    - ii. ~~Façade area measured to the exterior face of the wall assembly.~~

~~2.~~ Large uninterrupted expanses of glass shall be avoided except on southern facades and to primary views.

a. Uninterrupted glass areas on single family dwellings may not exceed forty (40) square feet except in one window area designed as a great room where uninterrupted glass areas may not exceed seventy (70) square feet.

i. The review authority shall determine what constitutes an interruption of the window area on a case by case basis.

(a) Mullions and simulated divided lites shall be responsive in scale to break up continuous bands of glazing. Simulated divided lites shall have internal and external grills with spacers between panes of glazing.

ii. The DRB may allow for larger window areas without interruption as a specific approval.

~~3.2.~~ Combinations of windows shall be used to establish a human scale to building facades in the Village Center.

~~4.3.~~ Windows within grounded base forms shall appear to be punched into ~~massive~~ walls. Window patterns and reveals need to be carefully studied to create interest and variety.

a. All windows in stone or stucco walls shall be recessed so that the exterior face of the glass is set back a minimum of five inches (5") from the outside face of the exterior wall assembly.

i. Built-out eyebrows shall not be used to circumvent the intent of the window recess requirement.

Within the Village Center, the depth of reveals shall vary from the five inches (5") as set forth above with reveals greater than ten inches (10") being more desirable. ~~When bay windows are incorporated in stucco walls, the window recess requirement will be reviewed on an individual basis.~~

~~ii.~~

~~b.~~

~~b.a. When bay windows are incorporated in stucco walls, the window recess requirement will be reviewed on an individual basis.~~

~~5.4.~~ Window openings and trim shall be consistent in proportion and scale with the associated building. Materials shall vary in detailing and color while still being compatible with overall building design. Transitional details must be provided that clearly describe connection of glazing to walls.

~~6.5.~~ For residential windows above the pedestrian (ground) level within the Village Center, uninterrupted, maximum glass area shall not exceed sixteen (16) square feet.

~~7.6.~~ Village Center windows at pedestrian (ground) level are also governed by the Commercial, Ground Level and Plaza Area Design Regulations..

~~8.~~ ~~Continuous, repetitive bands of windows shall be avoided.~~

~~9.7.~~ Windows shall have double or triple glazing or high technology glass as required by the Building Codes.

~~10.8.~~ Window frames and trim shall be painted or stained wood, anodized, painted or clad

Formatted: Heading 6

aluminum or patina copper clad.

- a. Aluminum is allowed as painted clad material only.
- b. The use of vinyl windows is prohibited.

~~11.9.~~ Divided-lite windows shall be either individual glass ~~lights-lites~~ with real mullions unless special divided-~~light-lite~~ windows with interior spacer bars are otherwise approved by the review authority; or simulated divide lite windows. The use of removable grid (false mullions) is prohibited.

~~12.10.~~ The use of mirrored glass is prohibited.

~~13.11.~~ If shutters or grills are used on exterior walls, they shall be operable and not merely ornamental.

#### **H. Doors and Entryways**

1. For single-family development, doors and entryways shall use handcrafted materials whenever possible. The primary entrance doorways shall establish interest, variety and character and shall be reviewed by the review authority on an individual basis.
2. Within the Village Center and multi-family development, glass, metal and wood doors shall be used to establish interest, variety and character for the tenant spaces.
3. Flush metal doors will not be permitted unless the review authority determines that such doors are semi-concealed from public ways.
4. All doors shall meet the applicable energy code requirements of the Building Codes.
  - a. Hollow metal doors are not permitted.
5. The exterior face of a door shall be recessed a minimum of five inches (5") from the outside face of ~~the exterior wall assembly~~ grounded base.
6. Garage doors shall be rich and interesting. Wood or metal sectional overhead doors of raised panel design may be used.
  - a. Hollow metal doors, metal overhead doors of plain panel or roll-up doors similar to those of a service truck are prohibited.
  - b. Wood garage doors, other than wood sectional overhead doors, shall be reviewed on an individual basis.
  - c. The exterior face of the garage door shall be recessed a minimum of seven inches (7") from the outside face of the exterior wall assembly.

#### **I. Decks and Balconies**

1. Decks and balconies shall be designed to enhance the overall architecture of the building by creating variety and detail on exterior elevations. Combinations of covered decks, projecting balconies and bay windows shall be used.
2. Long, continuous bands of balconies are prohibited.
3. Whenever possible, balconies and decks shall be located in areas of high sun exposure while at the same time preserving views and solar access.

#### **J. Required Surveys and Inspections**

The following surveys and inspections shall be conducted by the Planning Division or the Building Division to ensure development is constructed in accordance with the review authority



approved plans:

1. As required by CDC Section 17.3.12.C, when building height is within five (5) feet or less of the maximum building height or maximum average building height the developer shall submit a monumented land survey that is prepared by a Colorado public land surveyor to establish the maximum building height and the maximum average building height, including but not limited to natural grade, finished grade and the building height measurement points (in USGS datum) prior to the Building Division conducting the required framing inspection.
2. As required by CDC section 17.3.14, when an approved development has a structure, building, grading, hardscape or other similar improvement within five (5) feet or less from the general easement setback, other setback or a lot line, the developer shall submit a monumented land survey prepared by a Colorado public land surveyor to ensure there are no above-grade or below-grade encroachments into the general easement setback prior to the Building Division conducting the required footing or foundation inspection as applicable.
3. Prior to the Building Division conducting the required framing inspection, a four foot (4') by eight foot (8') materials board will be erected on site consistent with the review authority approval to show:
  - a. The stone, setting pattern and any grouting with the minimum size of four feet (4') by four feet (4');
  - b. Wood that is stained in the approved color(s);
  - c. Any approved metal exterior material;
  - d. Roofing material(s); and
  - e. Any other approved exterior materials

This materials board shall remain on the site in a readily visible location until the project receives a certificate of occupancy or a temporary certificate of occupancy.

4. Prior to or concurrent with the Building Division conducting the foundation and framing inspections, the Planning Division shall conduct site inspections to ensure the development is proceeding in accordance with the approved plans.
5. Prior to the issuance of either a certificate of occupancy or a temporary certificate of occupancy, the Planning Division shall inspect the site to ensure the development is constructed in accordance with the approved plans, including but not limited to all exterior materials, windows, exterior lighting, landscaping, drainage and massing.
6. Prior to the Building Division conducting the required footing or foundation inspection for an accessory dwelling unit, a monumented land survey prepared by a Colorado public land surveyor to ensure that an accessory dwelling unit will contain the maximum floor area as approved by the review authority. Such a survey may also be required by the review authority for any other land use that has a maximum or minimum size established by the CDC a PUD or by a development agreement with the Town.

**From:** Glen Van Nimwegen  
**To:** ["Tommy Hein"](#)  
**Subject:** RE: Proposed Amendments to the Design Regulations  
**Date:** Sunday, October 16, 2016 5:16:00 PM

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1. Remove gable as the primary roof form;
2. Remove minimum pitches; and
3. Remove maximum amount of glazing requirement.

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**From:** Tommy Hein [mailto:tommyhein@mac.com]  
**Sent:** Saturday, October 15, 2016 4:09 PM  
**To:** Glen Van Nimwegen  
**Subject:** Re: Proposed Amendments to the Design Regulations

Looks good. Many of these suggestions were discussed in last round. What are the goals of revisions?

All the best,

Tommy Hein, ARCHITECT  
(Mobile Device-Pardon the brevity)

On Oct 14, 2016, at 7:23 PM, Glen Van Nimwegen <[GVanNimwegen@mtnvillage.org](mailto:GVanNimwegen@mtnvillage.org)> wrote:

Tommy: attached is a redline showing the proposed changes to the Design Regulations. On Tuesday, starting at 10:30 am the Board will review. I would appreciate any comments you have and would be happy to pass them on to the Board. Thanks for the interest.

Glen Van Nimwegen, AICP  
Director of Planning and Development Services  
970-369-8250  
<image003.png>

<Proposed Amendments to the Design Regulations.pdf>

Harper Meek  
2109 Brintons Bridge Road  
West Chester, PA 19366

102 Cabins Lane  
Telluride, CO 80435

610-793-2041

October 17, 2016

Mr. Van Nimwegen and the Design Review Board

Thank you for providing the proposed changes to the Design Regulations to be discussed at the special meeting on October 18.

I have lived in Mountain Village part time since 2001. While not currently a 'full time' resident, I typically spend between 3 and 5 months a year in Mountain Village in all seasons of the year and hope to move here full time in the next year or two. I have otherwise visited the Telluride region since 1989, and have watched the evolution of Mountain Village and surrounding areas over these 27 years.

Revisions to the Design Regulations are overdue, and this proposal is a good first step. In general I support the proposed revisions. In particular:

Section C 1 and 2: The removal of the requirement for a primary gable roof form is a very important and critically needed change. This requirement has limited design options and resulted in repetitive forms throughout Mountain Village to the detriment of the community. In particular, the requirement has often led to the 'ship prow' feature of primary view window. While occasional use may make this an interesting feature, the repeated use in the community is tiring. Mountain Village design requirements have fostered a cliché design ethic resulting in numerous log or timber homes with a gable roof over a nearly all glass wall facing north. Recent construction and pending DRB reviews have struggled to deal with requests for sensitive designs that challenge approval due to roof lines that are not a steep gable. It is time to fully remove this requirement. Indeed, the proposal does not go far enough; I would propose 2. a. should read: "The roof shall be a composition of forms that emphasize sloped planes at varying slope and elevation. The review authority may allow for flat roofs, either in whole or as portion of the roof as a specific approval"

Section C 4.c.v. I fully support the inclusion of Synthetic roofing materials to supplement the material call out in sections i - iv, however the parenthetical requirement for pre-approval should be removed or rephrased. Roofing materials are evolving and the regulation should not be unduly limiting. I would suggest the regulation read to the effect that the Design Review Board may maintain a list of materials that have been determined to meet these criteria and that may be used without specific or special review by the Design Review Board.

Section G I fully support the revision to glazing requirements and guidance. The existing requirements for glazing make utilization of passive solar gain difficult or impossible on many sites south of Mountain Village Boulevard. In this area, the predominate view corridor is to the north, as the ski area and this portion of town town slope to the north. The current proposal which allows window placement for light and solar gain and removes various limitations is a significant improvement.

I suggest the Design Regulations be further revised to reduce the frequent reference to the weight and mass of the structure, and in particular to this requirement at higher elevations of the structure. While large elements of stone, concrete, and heavy timbers may make sense at the base of some structures, the repetition of these elements and reference to glazing 'punching through' these elements high on the structure can lead to a very heavy, repetitive, and incoherent design elements. This fixation on 'weight and mass' further limits options to minimize raw material use and increase sustainability of the design and generally reduce the impact of construction. The requirement for massive timbers is particularly out of place when the town is otherwise an advocate of environmental sustainability

In summary, I support the currently proposed draft. The only reservation to my support is that the proposal may not go far enough to bring the regulations into the twenty first century to address sustainability and innovative, sensitive design.

Thank you for consideration of these comments.

Harper Meek

KRIS BARTOSIAK

PO Box 6 • Pocopson, PA 19366

Tel: 610-793-2041 • Fax: 610-793-5140

102 Cabins Lane • Telluride Mountain Village, CO 81435

Tel: 970-728-6268

October 16, 2016

To: Mountain Village Design Review Board

via e-mail to Nichole Zangara <[nzangara@mtnvillage.org](mailto:nzangara@mtnvillage.org)>  
and Glen Van Nimwegen <[GVanNimwegen@mtnvillage.org](mailto:GVanNimwegen@mtnvillage.org)>

Dear Ladies and Gentlemen:

I would like to thank you and express my support for your efforts to revise and update the Design Guidelines of the Mountain Village. My husband and I have been part time residents of Telluride since 1997, for the last 15 years as homeowners in Mountain Village. We anticipate becoming full-time residents in the near future. As I have watched the Mountain Village build out, the existing guidelines, which encourage traditional forms and a small palette of materials, have resulted in homes which have, frankly, a monotonous sameness about them. While I am glad that the board has, in the past, approved homes which are different and sometimes more contemporary in form, it is time to stop making it so difficult for homeowners and architects to gain approval for a wider variety of designs. We attended a meeting of the DRB in July 2016 where the members of the DRB generally liked the design, regarded it as an attractive home and one which was very sensitive to its site, but struggled with how to approve the design because it did not fit the form and roof pitch requirements of the current design guidelines. This was a clear indication to me that it is time to change the guidelines, and I am generally pleased with proposed changes promulgated by Mr. Van Nimwegen. Architecture and living styles change over time<sup>1</sup>, as does the “mountain vernacular” referred to in the design guidelines. Having old guidelines which do not address what people wish to build today makes us uncompetitive when people are choosing where to spend their money on a vacation home, and runs counter to the stated goal to “promote the economic vitality of the town.”<sup>2</sup>

My specific comments regarding the proposed guidelines are as follows:

- I am happy that the new design guidelines include the possibility of flat and low pitched primary roofs, simpler roof forms, and are generally grounded in practicality for a snowy climate. I feel that the old guidelines, with their emphasis on steep gables, resulted in complicated, difficult to maintain shapes when applied to the large homes that are typically built in MV. They also resulted in busy, high forms which tend to tower above the landscape, rather than fit the stated goal “to promote harmony between people and nature that respects and blends with its surroundings and is integrated into the landscape”<sup>3</sup> Flatter, simpler roof forms will go a long way to better blend homes into their sites.
- I am also pleased to see the limitations on glazing reduced in the proposed new guidelines. People come to Telluride for its natural beauty. Current good architectural design practices advocate visually blending interior and exterior, or “bringing the outside in.” The existing guidelines, with their severe limits on window sizes, glazing styles and glass percentages run counter to accessing this beauty. In addition, in a cold, mountain climate, houses should be designed to maximize natural light, and solar gain to the fullest extent. The proposed changes address all of these concerns well.
- I would like to see the design guidelines reduce their emphasis on heavy timbers and stone. Chopping down old growth trees to find “wood with dimensions that are ten inches (10”) or greater for timber or timber veneer and sixteen inches (16”) or greater for log homes or log bases<sup>4</sup>” is a requirement which is not environmentally sensitive. Alternative materials such as structural steel and concrete are in keeping with our mining history and vernacular, and also conform to the stated goal that “design shall be based on solid, heavy building forms that can withstand the extreme natural forces”<sup>5</sup>

The Design Guidelines already recognize that “Architecture within the town will continue to evolve and create a unique mountain vernacular architecture that is influenced by international and regional historical alpine precedents,”<sup>6</sup> and updating the community design guidelines to facilitate this evolution is overdue.

Respectfully submitted,

<sup>1</sup> See Article: “Emerging Trends in Mountain Residential Architecture” Mountain Living Magazine; [www.mountainliving.com/Homes/Emerging-Trends-in-Mountain-Residential-Architecture/](http://www.mountainliving.com/Homes/Emerging-Trends-in-Mountain-Residential-Architecture/)

<sup>2</sup> Title 17 of Town of Mountain Village Municipal Code, section 17.1.3 F.

<sup>3</sup> Title 17 of Town of Mountain Village Municipal Code, section 17.5.4 B.

<sup>4</sup> Title 17 of Town of Mountain Village Municipal Code, section 17.5.6 A.1.a

<sup>5</sup> Title 17 of Town of Mountain Village Municipal Code, section 17.5.6 A.1.

<sup>6</sup> Title 17 of Town of Mountain Village Municipal Code, section 17.5.4 E.

**NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS  
TO THE COMMUNITY DEVELOPMENT CODE**

Notice is hereby given that the Design Review Board and Town Council will be holding public hearings at the below dates and times to consider amendments to the Mountain Village Community Development Code regarding Chapter 17.5 Design Regulations and Chapter 17.4 Development Review Procedures.

The proposed ordinance will generally have the effect of:

- Changing the materials that are allowed at the base of buildings;
- Changing the requirements for the design of roofs by eliminating gable as the primary form and eliminating the minimum roof pitch requirements;
- Allowing certain synthetic roofing material if previously approved by the Design Review Board;
- Allowing metal to be used on the exterior of structures as more than an accent material;
- Amending the minimum requirement for the amount of glass by removing the maximum percent per elevation and adding design principles;
- Adding criteria that must be met for the review authority to approve a variation to the Design Regulations that requires the variation to support the goals of embracing nature, recalling the past, interpreting the present and moving architectural design in Mountain Village into the future; and
- Revising the process for Design Review to require a two-step process.

The proposed hearings are scheduled as follows:

- The Design Review Board is expected to make a recommendation to the Town Council on the amendments at a public hearing at their meeting of **January 5, 2017 starting at 10 AM**.
- If the Board makes a recommendation , it is expected the Town Council will have the first reading of the draft ordinance at their regular meeting of **January 19, 2017 starting at 8:30 AM**; and
- The Town Council is expected to hold a public hearing for possible adoption of the draft ordinance at their regular meeting of **February 16, 2017 starting at 8:30 AM**.

The complete text of the proposed amendments to the Community Development Code may be obtained by contacting Glen Van Nimwegen, Director of Planning and Development Services at [gvannimwegen@mtnvillage.org](mailto:gvannimwegen@mtnvillage.org) or phone 970-369-8250 or visit Town Hall at 455 Mountain Village Boulevard, Suite A, Mountain Village, CO 81435.



**PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

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

**Agenda Item #11**

**TO:** Town Council

**FROM:** Glen Van Nimwegen, AICP  
Director

**FOR:** Meeting of February 16, 2017

**DATE:** February 9, 2017

**RE:** **Consideration of a Resolution to Reduce Light from the Second Story of the San Sophia Gondola Station**

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**Background**

This item is related to agenda item #13, the addition of the red light to the approved communication tower on Coonskin Ridge. In discussions with San Miguel County officials regarding their review of the amendment, the question came up about reducing light on the ridge, specifically our gondola station. Staff put together a demonstration the evening of January 17<sup>th</sup>, which included officials from the county and Telluride. It quickly became clear that turning off the upper level lights of both gondola buildings made a visible difference from Telluride.

We have vetted the proposal through the operations staff, and we are confident the turning the lights off will not affect the safety of staff or the public, with the caveat that the lights will be turned on for maintenance and emergency repairs.

The referral comments from the County ask that this action be made official through Town Council's adoption of a resolution. The Town of Telluride also requested the light reduction.

**PROPOSED MOTION**

"I move to approve the resolution regarding light spillage from the gondola station as presented."

**Attachments:**

- Proposed resolution
- Letter from San Miguel County
- Letter from the Town of Telluride

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN  
VILLAGE, COLORADO, REGARDING LIGHT SPILLAGE FROM THE  
GONDOLA ANGLE STATION**

**RESOLUTION NO. 2017 - \_\_\_\_\_**

**RECITALS:**

**WHEREAS**, the Town of Mountain Village owns and operates the Telluride Mountain Village Gondola System (the “Gondola”).

**WHEREAS**, the Gondola has an angle station located above the Town of Mountain Village, the Town of Telluride and portions of unincorporated San Miguel County (the “St. Sophia Station”).

**WHEREAS**, in an effort to reduce light spillage from the St Sophia Station, the Town Council passes this resolution regarding the use of “Upper Bay Lights” during dark nighttime hours.

**NOW, THEREFORE, BE IT RESOLVED**, the Town of Mountain Village directs the Town of Mountain Village Transportation Department to keep the upper bay lights within St. Sophia Station off during dark hours, except when needed for maintenance, repairs, and emergency circumstances or critical safety issues.

**ADOPTED AND APPROVED** by the Town Council of the Town of Mountain Village, Colorado, at a regular meeting held on the 16<sup>th</sup> day of January, 2017.

TOWN OF MOUNTAIN VILLAGE,  
COLORADO, a home rule municipality

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

ATTEST:

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

APPROVED AS TO FORM:

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



# SAN MIGUEL COUNTY

## BOARD OF COMMISSIONERS

HILARY COOPER

KRIS HOLSTROM

JOAN MAY

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February 1, 2017

Honorable Mayor Dan Jansen and Town Council Members  
David Eckman, Chair and members of the TMV Design Review Board

Re: Referral of the Application to Amend the Previously Approved Conditional Use Permit  
For a 100-foot Communication Tower to be located on Tract OSP 49-R proposed by  
Crown Castle and TSG Ski & Golf.

Dear Mayor Jansen, Council Members & Members of the Design Review Board

Based on new information provided this morning from the applicant concerning FAA approval of an alternative lighting system that will only activate when there are aircraft in the area the Board of County Commissioners is sending you this amended letter to reflect this new information, which supersedes our letter to you dated January 27, 2017

Thank you for the referral of this application from your Planning & Development Services Department. This referral is consistent with and in compliance with the referral provisions of the "Ridgeline Covenant" contained in the Stipulated Settlement Order between the TMV, TSG and San Miguel County that was entered into and recorded in September 1999.

The Board of County Commissioners (BOCC) at its regular public meeting held on Wednesday, January 25, 2017 considered making comments on the referral of this application to the Town of Mountain Village. The referred application seeks to amend the previously approved Conditional Use Permit issued in 2015. The pending application seeks to remove the stipulation that prohibited the tower proposed by AT&T from including lights to allow a red beacon as required by the Federal Aviation Administration (FAA). In reviewing this application the BOCC determined that the proposed 100' foot guyed communication tower with a red beacon on top will be visible from and extend into the Coonskin View Plan as described within the Ridgeline Covenant, in apparent violation of the visibility restrictions specified in section 2 of the 1999 recorded covenant.

The BOCC is very concerned with the visual impacts of development and lights on the Coonskin Ridge and with maintaining the integrity and intent of the Ridge Covenant. The BOCC has been advised of the January 16, 2017 letter from Bill Jensen, TSG CEO, to Sheriff Masters advising him of the November 2014 expiration of the 1988 KOTO Coonskin Tower Agreement and that based on structural capacity reports for the existing tower it will need to be vacated by the Sheriff's Department and associated parties, including the removal and of all equipment and cables. The BOCC has also considered the recent letters received from Chris Broady, Chairperson of the San Miguel Emergency Services Authority (SMETSA), and members of the public, stating the importance and need for the new tower to maintain and improve Emergency Radio

P.O. BOX 1170 • Telluride, Colorado 81435 • (970) 728-3844 • FAX (970) 728-3718

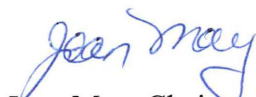
Communications and provide for the community's public safety. Having considered this matter, the BOCC is prepared to not initiate legal action to enforce the Ridgeline Covenant should the Town of Mountain Village approve this application to amend the CUP to allow this proposed communication tower with the FAA required Red beacon subject to the following conditions being imposed on and required of the applicant and/or committed to by the Town of Mountain Village:

1. The applicant, Crown Castle, enters into a legally binding written commitment with San Miguel County to allow the relocation of the State of Colorado's DTRS 800 Radio System equipment located on the existing 90 foot communication tower onto the proposed new 100 foot communication tower in a manner and at locations acceptable to the San Miguel County Sheriff, the Colorado Office of Information Technology, and SMETSA. In addition to amending the previously approved CUP application to remove the prohibition on a light on the new tower it is requested that the Town as a part of this amended application require Crown Castle to provide a new site plan depicting the DTRS 800 Radio System equipment and the proposed site elevations together with the proposed AT&T Antennas together with future colocator antenna array and microwave dishes on a drawing to replace the Proposed Site Elevations, Sheet C-3.1 prepared by Black & Veatch in 2015.
2. The Town of Mountain Village by separate agreement with San Miguel County and/or written resolution formally commits to turn off and discontinue using the "Upper Bank" of lights in the San Sophia Gondola Station, as demonstrated on the evening of January 17, 2017, from dusk to dawn to reduce light spill into the Coonskin View Plane. It is understood that these lights may be turned on intermittently and as needed for maintenance and or repairs, as well as in emergency situations.
3. The applicant, Crown Castle, shall install and utilize an Aircraft Detection Lighting System on Antenna Tower 821994 Telluride as approved by the FAA pursuant to Aeronautical Study No. 2016-ANM-3899-OE issued on 01/19/2017 so that the lighting system on the proposed 100-foot communication tower will only be activated when there are aircraft in the area.

The Board would like to thank the applicant, Mark McGary, Marken Telecom Services, who on behalf of Crown Castle took the initiative to file a formal request with the FAA to utilize an Aircraft Detection Lighting System to operate the required tower lighting as an alternative to the original proposal. It should be noted and understood that in making this decision we do not consider this to establish a precedent or be a routine action when it comes to compliance with and enforcement of the Coonskin Ridgeline Covenant in the future.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

  
Joan May, Chair

cc: Glen Van Nimwegen, TMV Planning and Development Services  
Sheriff Bill Masters  
Greg Clifton, Telluride Town Manager  
Bill Jensen, TSG, CEO  
Jeff Proteau, TSG  
Mark McGary, Marken Telecom Services

[text/word/coonskin.tower.referral.bocc]



Office of the Mayor  
Sean Murphy, Mayor

February 1, 2017

Mr. Glen Van Nimwegen  
Planning & Development Services Director, Town of Mountain Village

Submitted electronically via email to [gvannimwegen@mtnvillage.org](mailto:gvannimwegen@mtnvillage.org)

Dear Mr. Van Nimwegen,

This letter is in response to your request for input on the Crown Castle Communications application to include a red light on the new communications tower that was approved by The Town of Mountain Village Town Council pursuant to Resolution 2015-0423-08.

The Town of Telluride is not a party to the 1999 Development Covenant ("Ridgeline Covenant") between Telski, San Miguel County, and St. Sophia Partners, LLC. However, the Ridgeline Covenant specifies that all applications for development on land that is subject to the Ridgeline Covenant shall be referred to the Town of Telluride for comments regarding compliance with the provisions of the Ridgeline Covenant. The Town of Telluride, and views of the night sky from the Town of Telluride, are impacted by development on the ridgeline. The Town was clearly intended to benefit from provisions of the Ridgeline Covenant, and the comments in this letter are meant to be advisory to the Town of Mountain Village regarding this specific application, as allowed by the Ridgeline Covenant.

It appears that the Federal Aviation Administration (FAA) requires that a red light be located on the approved Crown Castle Communications tower, contrary to the requirements of the initial Town of Mountain Village Conditional Use Application approval. The simulation of installing a red light near the proposed location of the new Crown Castle Communications tower in November of 2016 verified that the red light will be visible from the Town of Telluride, in violation of the Ridgeline Covenant requirement that "all structures, improvements, and lighting on the Ridgeline Properties shall be constructed, operated, and maintained so that they shall not be visible from or extend into the View Plane..."

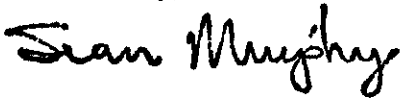
The proposed Crown Castle Communications tower has the potential to offer increased communications access for the region, in the form of additional space for telecommunications equipment. The new tower may also serve as a location for emergency services and law enforcement communications equipment, which is currently located on a tower that cannot structurally support the equipment. The Town of Mountain Village has also indicated that in connection with the proposed installation of the red light on the tower, the lights emanating from the St. Sophia Gondola Station could be reduced, in consideration of the community's concern about lighting in the night sky.

These potential benefits of the tower must be balanced with the clear language of the Ridgeline Covenant that prohibits additional illuminated structures on the Ridgeline. A balance could perhaps be reached if the proposed benefits of the tower—guaranteed communication co-location, future maintenance and upgrade potential for all emergency service and law enforcement providers—are documented and formally agreed upon as conditions of approval of the proposed red light on the tower.

We learned today that the FAA will allow an Aircraft Detection Lighting System to be used in this location, which would turn on the red light only when aircraft is in the area. We request that this technology be a requirement of any approval of the red light. In addition, we believe a legal requirement to reduce the existing illumination of the St. Sophia Gondola Station is an important component to any possible compromise to permit the red light on the tower.

This is a difficult decision, and one that we hope you will make in a manner that balances the public needs for enhanced communication infrastructure with the important considerations outlined in the Ridgeline Covenant, which were meant to protect the unique viewshed in Telluride and our region.

Sincerely,

A handwritten signature in black ink that reads "Sean Murphy". The signature is written in a cursive, slightly slanted style.

Sean Murphy  
Mayor, Town of Telluride

Cc: Steven Zwick, San Miguel County Attorney  
Mike Rozycki, San Miguel County Planning Director



TOWN OF MOUNTAIN VILLAGE  
455 Mountain Village Blvd. Suite A  
Mountain Village, CO 81435  
970-728-8242  
970-728-4342 Fax

Re: Lawful Presence Required to Reside at Village Court Apartments (VCA)

By way of background, in 2006 the Colorado Legislature passed HB 1023 which was signed into law on July 31<sup>st</sup>, 2006 and became effective on August 1, 2006. HB 1023 ultimately became a part of the Colorado Revised Statutes at C.R.S. 24-76.5-101 through 24-76.5-103 (the "Lawful Presence Statute").

The Lawful Presence Statute requires municipalities and other governmental entities, such as the Town of Mountain Village and the Mountain Village Housing Authority, to verify the lawful presence in the United States of each person eighteen years of age or older who applies for federal, state or local public benefits. Public benefits includes public housing, such as the Village Court Apartments.

The lawful presence verification process is a three-step procedure that includes the following:

1. The person applying for the public benefit must complete a sworn affidavit attesting they are a United States citizen, a legal permanent resident or otherwise lawfully present in the United States pursuant to federal law; and
2. The person applying must present acceptable photo identification to verify their identity and their lawful presence. Such acceptable documents include:
  - A Colorado Driver's License or Colorado Identification Card;
  - U.S. Military ID's;
  - Coast Guard Mariner document;
  - Native American Tribal Document;
  - Certificate verifying naturalized status with photo and embossed seal of issuing agency;
  - Certificate verifying United States citizenship with photo and embossed seal of issuing agency;
  - Valid driver's license or ID card with photo issued by a state that verifies lawful presence; or
  - Valid immigration documents demonstrating lawful presence verified through the SAVE Program operated by the U.S. Department of Homeland Security.
3. For an individual claiming to be an alien lawfully present in the United States and presenting immigration documents; the Mountain Village Housing Authority must verify such lawful presence using the SAVE program.

The Lawful Presence Statutes have been in existence for over a decade and at least initially upon passage of the Lawful Presence Statutes, Village Court Apartments was requiring verification of lawful presence. However, at some point Village Court Apartments was not consistent in verifying lawful presence which may have led to leasing Village Court Apartments to those without the proper lawful presence verification. This came to management's attention in the later part of 2016.

Therefore, management has been notifying all tenants that are within 90 days of renewing their lease that we must verify their legal presence. This includes all tenants over 18 years of age, regardless of race, gender or national origin.

We recognize that this has a very negative impact on much of the community including residents at VCA, their families and many employers; however we have no choice but to follow state law and require verification. The Town is working on providing a list of local resources for both private housing and those that can assist in immigration issues for those affected.



TOWN OF MOUNTAIN VILLAGE

455 Mountain Village Blvd. Suite A  
Mountain Village, CO 81435  
970-728-8242  
970-728-4342 Fax

Re: Presencia legal requerida para residir en Village Court Apartamentos (VCA)

A modo de fondo, en 2006 la Legislatura de Colorado aprobó HB 1023 que fue firmado en ley el 31 de julio de 2006 y llegó a ser eficaz el 1ro de agosto del 2006. HB 1023 finalmente se convirtió en una parte de los Estatutos Revisados de Colorado en C.R.S. 24-76.5-101 a 24-76.5-103 (el "Estatuto de Presencia Legal").

El Estatuto de Presencia Legal requiere que los municipios y otras entidades gubernamentales, como la Ciudad de Mountain Village y la Autoridad de Vivienda de Mountain Village, verifiquen la presencia legal en los Estados Unidos de cada persona de dieciocho años de edad o más que aplica para los beneficios federales, estatales o locales.

Los beneficios públicos incluyen viviendas públicas, tales como los Village Court Apartamentos.

El proceso de verificación de presencia legal es un procedimiento de tres pasos que incluye lo siguiente:

1. La persona que solicita el beneficio público debe completar una declaración jurada que certifique que es ciudadano de los Estados Unidos, un residente legal permanente o que de otra manera está legalmente presente en los Estados Unidos de conformidad con la ley federal; y
2. La persona que presenta la solicitud debe presentar una identificación con fotografía aceptable para verificar su identidad y su presencia legal. Tales documentos aceptables incluyen:
  - Una licencia de conducir de Colorado o una tarjeta de identificación de Colorado;
  - Identificación militar de los Estados Unidos;
  - Documento de la Guardia Costera Marino;
  - Documento Tribal Americano Nativo;
  - Certificado que verifica el estatus naturalizado con foto y sello en relieve de la agencia emisora;
  - Certificado que verifica la ciudadanía de los Estados Unidos con foto y sello en relieve de la agencia emisora;
  - Licencia de conducir válida o tarjeta de identificación con foto emitida por un estado que verifica la presencia legal; o
  - Documentos de inmigración válidos que demuestren una presencia legal verificada a través del Programa SAVE, operado por el Departamento de Seguridad Nacional de los Estados Unidos.
3. Para un individuo que reclama ser un extranjero legalmente presente en los Estados Unidos y presentar documentos de inmigración; La Autoridad de Vivienda de Mountain Village debe verificar tal presencia legal usando el programa SAVE.

Los Estatutos de Presencia Legal han existido por más de una década y al menos inicialmente al aprobar los Estatutos de Presencia Legales, Village Court Apartamentos exigía verificación de la presencia legal. Sin embargo, en algún momento los Village Court Apartamentos no eran constantes en la verificación de la presencia legal que pudo haber llevado a alquilar los Village Court Apartamentos a personas sin la verificación de presencia legal apropiada. Esto llegó a la atención de la administración en la parte posterior del 2016.

Por lo tanto, la gerencia ha estado notificando a todos los inquilinos que están dentro de los 90 días de renovar su contrato de arrendamiento que debemos verificar su presencia legal. Esto incluye a todos los inquilinos mayores de 18 años de edad, independientemente de su raza, género o origen nacional.

Reconocemos que esto tiene un impacto muy negativo en gran parte de la comunidad, incluyendo a los residentes de VCA, sus familias y muchos empleadores; Sin embargo no tenemos otra opción que seguir la ley estatal y exigir verificación. El Pueblo está trabajando en proveer una lista de recursos locales tanto para vivienda privada y para aquellos que pueden ayudar en temas de inmigración para los afectados.



**PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

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

**Agenda Item #13**

**TO:** Town Council

**FROM:** Glen Van Nimwegen, Director

**FOR:** February 16, 2017 Meeting

**DATE:** February 8, 2017

**RE:** Consideration of a Resolution Approving an Amendment to a Previously Approved Conditional Use Permit for a 100 foot Communication Tower to be Located in Tract OSP-49R (Resolution No. 2015-0423-08) to Remove the Condition that Prohibited the Tower from Including Lights. The Request is to Allow a Red Beacon as Required by the Federal Aviation Administration

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**PROJECT GEOGRAPHY**

**Legal Description:** OSP-49R

**Address:** No Address Assigned

**Applicant/Agent:** Mark McGarey of Marken Telecom Services

**Owner:** Telluride Ski and Golf, LLC (TSG)

**Zoning:** Full Use Active Open Space Zone District

**Existing Use:** Existing 90 foot Tower (Approved but not Constructed 100 foot Tower)

**Proposed Use:** Addition of Red Beacon to Approved 100 foot Tower

**Adjacent Land Uses:**

- o **North:** USFS
- o **South:** The Ridge Development
- o **East:** The Ridge Development
- o **West:** USFS/Full Use Active Open Space

**ATTACHMENTS**

Proposed Resolution

Exhibit A: Applicant Narrative

Exhibit B: Communication Tower Plans

Exhibit C: Resolution No. 2015-0423-08

Exhibit D: FAA Memos, Red Obstruction Light and Aircraft Detection System cut sheets

Exhibit E: Press Release and Feedback on Red Light Demonstration

Exhibit F: Letter from TSG to Sheriff's Office

Exhibit G: Letter to DRB from SMETSA

Exhibit H: Pictures of Red Light Story Pole

Exhibit I: Letter from San Miguel County

Exhibit J: Letter from Town of Telluride

Exhibit K: Letter from Ramesh Cherukuri



## **UPDATE**

On January 31<sup>st</sup> staff was notified by the applicant that they had just received approval to utilize an Aircraft Detection System for the proposed beacon (Exhibit D). The system utilizes Doppler radar to identify aircraft in the area which then turns the light on. Because the Telluride airport has a curfew of 9 pm, the new system will drastically reduce the amount of time the red light will be illuminated.

We have received review comments from San Miguel County and the Town of Telluride (Exhibits I and J). Their recommendations are to reduce the light spillage from the gondola station (separate agenda item); assure the public safety equipment has a home on the new tower and require the Aircraft Detection System. We have included the last two requests as conditions of the amended CUP.

## **BACKGROUND**

The proposed site includes the existing 90 foot tower constructed around 1988, that was approved by San Miguel County prior to the Town's incorporation. The existing tower is owned and managed by TSG. The existing tower provides vital community service and public safety functions, with KOTO radio; and shared facilities that provide emergency dispatch functions for the San Miguel County Sherriff, Mountain Village Police and State Patrol. In addition, the FAA has an antenna on the tower to assist with flight safety for the area.

In April of 2015 the Town Council approved a variance and conditional use permit for a new 100 foot high communication tower located approximately 20 feet from the existing tower (Exhibit C). This application was referred to San Miguel County and Town of Telluride because it is located on Coonskin Ridge and subject to a covenant that regulates height and visibility of structures. The approval carried the condition that:

1. The tower shall not include a light beacon or be brightly painted to stand out to aircraft. If the Federal Aviation Administration (FAA) requires either a light beacon or bright paint for the tower to stand out, the antenna shall be lowered to a height where these FAA requirements do not apply."

In May of 2016 the FAA notified the applicant that a red beacon would be required atop the new tower (Exhibit D). The following steps were taken to increase awareness of the proposed change:

October 27 to November 7, 2016: The applicant erected a 100 foot high "story pole" on the ridge with the required red beacon which was lit from dusk to dawn. Mountain Village promoted the demonstration and solicited feedback (Exhibit E).

November 14, 2016: The applicant presented the proposed change for discussion at the Intergovernmental Work Session that includes elected officials from the county, Telluride and Mountain Village.

January 17, 2017: Mountain Village hosted a demonstration of possible light reduction actions that could be taken at the San Sophia gondola station to reduce lights that are visible on the ridge from Telluride. This was prompted by feedback received at the above intergovernmental meeting regarding light emanating from the station.

On January 16, 2017, the owner of the existing tower, Telluride Ski and Golf (TSG), notified the San Miguel Sheriff's office that their lease for communication equipment on the existing tower has expired and that the structural carrying capacity of the tower is compromised. Therefore, TSG advised the Sheriff's Department to remove all equipment and cables from the existing tower (Exhibit G).

### **CRITERIA FOR DECISION**

Decisions regarding use permits must meet the criteria contained in Section 17.4.14 (D). Staff believes the findings approved for the original tower still apply:

1. The proposed conditional use is in general conformity with the principles, policies and actions set forth in the Comprehensive Plan because adequate cellular communication is critical to the town's economic development and for maintaining a world class resort destination;
2. The proposed conditional use is in harmony and compatible with surrounding land uses and the neighborhood and will not create a substantial adverse impact on adjacent properties or on services and infrastructure;
3. The design, development and operation of the proposed conditional use will not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space;
4. The design, development and operation of the proposed conditional use shall not have significant adverse effect to the surrounding property owners and uses, and visual mitigation will minimize visual impacts;
5. The design, development and operation of the proposed conditional use shall not have a significant adverse effect on open space or the purposes of the facilities owned by the Town;
6. The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use;
7. The design, development and operation of the proposed conditional use shall provide adequate infrastructure, with the antenna users providing crucially needed community service and public safety functions;
8. The proposed conditional use does not potentially damage or contaminate any public, private, residential or agricultural water supply source; and
9. The proposed conditional use permit meets all applicable Town regulations and standards.

In addition, the approval must meet standards of the Community Development Code regarding telecommunication antenna regulations:

#### **Antenna Design Requirements from Telecommunication Antenna Regulations, CDC Section 17.6.5 (D) General Standards for Review:**

1. Freestanding Antenna Design Standards. Freestanding antennas not mounted to a building or structure shall meet the following requirements.
  - a. Visual impacts shall be mitigated to the extent practical;

- i. Visual mitigation techniques such as coloring, screening, stealth antennas and landscaping shall be used to the extent practicable.
    - ii. The level of mitigation required will depend on the location of the proposed facility in relation to topographic features, important visual features, major public thoroughfares, public recreational areas, residential neighborhoods and other sensitive visual areas.
    - iii. Implementation of a visual mitigation plan shall be included as a condition of any conditional use permit approval.
  - b. Antenna height shall be minimized to the extent practical with the acceptable height permitted determined by the review authority. In no event shall an antenna exceed the maximum height permitted in the underlying zone district unless approved by a variance or PUD development review process;
  - c. The antenna shall be made available for the collocation of other telecommunication providers as a condition of approval with the goal to reduce the number of antennas in the town to the extent practical; and
  - d. There are no other alternative antenna sites currently in existence in the Telluride/town region that provide for collocation and the desired telecommunication service, service area and telecommunication service provider's technical needs.
3. Consideration of Radio Frequency Emissions. The environmental effects of radio frequency emissions shall not be considered an appropriate concern of an adjacent lot owner provided the antenna complies with the regulations of the Federal Communications Commission regarding such concern.
  4. No Signal Interference. Evidence shall be submitted to demonstrate that a proposed communication antenna complies with all specifications of the Federal Communications Commission with respect to preventing signal interference with other systems, facilities, towers or antennas in the area. After operation of the antenna commences, the antenna operator shall be required to investigate any electrical disturbances affecting operation of equipment beyond the boundaries of the antenna site and to resolve such disturbances if the disturbances are attributable to the use of the antenna.
  5. Federal and State Regulations. Communication antennas shall comply with all applicable federal and state regulations. At the time application is made for a conditional use permit, site-plan or final plat approval, the applicant shall submit evidence showing he has obtained any required approvals or permits for commercial communication antennas from these agencies.
  6. Reclamation and Abandonment. Notwithstanding the foregoing, any communication antenna that is not operated for a continuous period of twelve (12) months shall be considered abandoned, and the owner of the lot where such antenna is located shall remove the same within ninety (90) calendar days of the issue date of the notice to remove the antenna.

## **ANALYSIS**

The tower has been approved in this location at the 100 foot height. The proposed amendment is only to modify condition #1 to allow the mandated red beacon. All other conditions will remain. Therefore staff is limiting our analysis to the impacts of the light, the ridgeline covenant; expected response from San Miguel County and public comments.

## **Mitigation of Visual Impacts**

When the tower was proposed in 2015, it was believed it would not require bright colors or lighting due to its proximity to Telluride Airport. Per the tower CUP conditions #2 and 3, the county approved the color scheme for the tower to help it blend with the trees and sky. But after the applicant made a formal application to the FAA, their answer was the tower needs to be lit by the prescribed red beacon.

The second part of condition #1 infers that the tower could be reduced in height to a point where the lighting would not be required. However, the FAA's analysis indicates any tower above ground level in this location would have to be lit (Exhibit D). The applicant has not found a site outside of the FAA's purview (within five miles of airport) that would be satisfactory for their needs.

The County has suggested that Mountain Village consider other ways to reduce light impacts on the ridge, namely by reducing light spillage from the San Sophia gondola station. As mentioned above we hosted a demonstration of the ways to reduce light from the station. The demonstration indicated substantial reduction in the light spillage could be achieved by turning off upper level lights.

The applicant has recently received approval to utilize an Aircraft Detection System (Exhibit D).

## **Ridge Covenant, Public Safety, San Miguel County and Telluride Reviews**

The site of the proposed tower is subject to the First Amended and Restated Development Covenant for Lots 161A, 161A-1, 161B, 161D and Adjacent Active Open Space, Town of Mountain Village, Colorado, simply referred to here as the covenant. These requirements are also echoed in the CDC Ridge Regulations. The covenant sets appropriate heights for structures and lights within the prescribed area. The covenant also requires the referral of any design review application to San Miguel County and the Town of Telluride. If the County believes any development violates the covenant they may take direct court proceedings within 60 days after final approval.

The existing tower is an important link to providing public safety in the county, however it is structurally compromised. One of the tenants on the existing tower is the San Miguel County Sheriff's Office, though this equipment serves many of the community and public safety agencies of the region including the Telluride Marshal's Office; Mountain Village Police; Telluride Fire Protection District; Telluride Medical Center and the Colorado State Patrol and Department of Transportation. The San Miguel Emergency Telephone Service Authority Board (SMETSA) represents many of these entities through receiving and processing 911 calls. TSG has done a structural analysis of the existing tower and the findings were it was seriously overloaded. TSG has notified the Sheriff's Office that they must vacate the existing tower (Exhibit F). SMETSA has provided a letter to the DRB which outlines the history of the existing Coonskin Ridge tower and its vital role in providing emergency response to the region (Exhibit G).

Staff referred the application to the County and Telluride as prescribed by the covenant. We agreed to extend the review time to February 1, 2017, to allow the Board of County Commissioners to review the application at their regular meeting of January 25, 2017. At this

meeting the Board directed their staff to prepare a letter to Mountain Village which will detail the conditions in which the County will not take legal action against the town if the proposed light is added to the tower. The letter was ratified by the Board at their February 1 meeting (Exhibit I). We have also received comments from the Town of Telluride which echo the concerns of the County (Exhibit J). Their recommendations are to reduce the light spillage from the gondola station (separate agenda item); assure the public safety equipment has a home on the new tower and require the Aircraft Detection System. We have included the last two requests as conditions of the amended CUP.

## **Public Response**

Staff received four emails regarding the demonstration tower that was lit from October 27 to November 7 last year (Exhibit E). In addition we spoke with representatives of The Ridge development and HOA regarding access issues and construction easements that will be necessary to build the tower. The original CUP conditions #6 and #7 require the applicant to gain the appropriate easements for access and utilities (Exhibit C).

We received a letter from Dr. Cherukuri who is a majority owner of the lots in The Ridge. He stated concerns about the access road to the site and removal of trees (Exhibit K). The DRB considered these issues and felt that existing conditions 6 and 7 address the access issue, and our current review process for tree permits will assure only a necessary amount of trees will be removed.

## **STAFF RECOMMENDATION**

The proposed amendment is asking the Town to balance the intent of the long standing Ridge Covenant with the safety requirements of the flying public as well as the safety of our residents and visitors. We believe the San Miguel County and the Town of Telluride recommendations help strike this balance. Staff recommends approval of the amendment with the conditions outlined.

## **DESIGN REVIEW BOARD**

On February 2<sup>nd</sup> the Board reviewed the project with staff and heard testimony from the applicant. The Board recommended the Council approval the amendment as recommended by staff, except for condition 11 which required the light reduction at the gondola station. Voice vote carried the motion 7-0.

## **PROPOSED MOTION**

*"I move to approve the resolution approving the proposed amendment to the conditional use permit recorded as Resolution No. 2015-0423-08 with the findings contained in the staff memo and the following amended conditions:*

1. *The tower shall ~~not~~ MAY include a light beacon AS REQUIRED BY ~~or be brightly painted to stand out to aircraft.~~ If the Federal Aviation Administration ("FAA") SUBJECT TO THE USE OF AN AIRCRAFT DETECTION LIGHTING SYSTEM AS APPROVED BY THE FAA. requires either a light beacon or bright paint for the tower to stand out, the antenna shall be lowered to a height where these FAA requirements do not apply.*

2. *The proposed towers and antennas shall be painted to match the surrounding tree color below the tree line and a blue gray above the tree line to mitigate visual impacts. The applicant shall provide color samples to the Town and San Miguel County for review and approval prior to or concurrent with submitting for a building permit.*
3. *New antennas or equipment placed on the existing tower shall be painted to match the surrounding tree color below the tree line and a blue gray above the tree line to mitigate visual impacts, with the color reviewed and approved by the Town and San Miguel County.*
4. *The new tower shall be designed to co-locate the number of antennas shown on the Proposed Site Elevations plan, Sheet C-3.1 dated 4/15/15.*
5. *The current and proposed towers shall be made available for colocation of new telecommunication equipment so long as: (A) there is enough room on the tower for the new equipment (given the vertical & horizontal separation requirements of the current users), (B) there is enough structural capacity for the new equipment, and (C) the new equipment will not cause interference to the current users.*
6. *Prior to issuing a building permit, the applicant shall submit long-term easements from The Ridge, TSG and any other intervening property owner for (1) the access road to the tower site; (2) the tower site; and (3) utility routes for existing and new utilities to the site. Prior to executing such easements, the Town shall review and approve the easements to ensure long-term vehicular and utility access across intervening land and long term tower siting.*
7. *Prior to issuing a building permit, the applicant shall submit a composite utility plan to show the planned routes for power, fiber and any other necessary utilities to the site.*
8. *The approved conditional use permit application is for the benefit of the existing tower that is owned by Telluride Ski and Golf, LLC ("TSG") and the proposed new tower on TSG owned land. Therefore the conditional use permit is hereby granted to TSG and any successors or assigns.*
9. *The conditional use permit shall be valid for a period of twenty (20) years from the Effective Date subject to meeting the conditions specified herein.*
10. **THE APPLICANT, CROWN CASTLE, ENTERS INTO A LEGALLY BINDING WRITTEN COMMITMENT WITH SAN MIGUEL COUNTY TO ALLOW THE RELOCATION OF THE STATE OF COLORADO'S DTRS 800 RADIO SYSTEM EQUIPMENT LOCATED ON THE EXISTING 90 FOOT COMMUNICATION TOWER IN A MANNER AND AT LOCATIONS ACCEPTABLE TO THE SAN MIGUEL COUNTY SHERIFF, THE COLORADO OFFICE OF INFORMATION TECHNOLOGY, AND SMETSA. THE APPLICANT SHALL PROVIDE A NEW SITE PLAN DEPICTING THE DTRS 800 RADIO SYSTEM EQUIPMENT AND THE PROPOSED SITE ELEVATIONS TOGETHER WITH THE PROPOSED AT&T ANTENNAS TOGETHER WITH FUTURE COLOCATOR ANTENNA ARRAY AND MICROWAVE DISHES ON A DRAWING TO REPLACE THE PROPOSED SITE ELEVATIONS, SHEET C-3.1 PREPARED BY BLACK AND VEATCH.**

**RESOLUTION APPROVING AMENDMENTS TO A CONDITIONAL USE PERMIT TO  
ALLOW FOR A RED BEACON TO BE INSTALLED PER FAA ON A NEW 100' TALL  
TELECOMMUNICATIONS TOWER LOCATED NEXT TO THE EXISTING TOWER ON OSP-  
49R AS ORIGINALLY APPROVED BY RESOLUTION 2015-0423-08**

**Resolution No. 2017-0216-\_\_**

- A. TSG Ski & Golf, LLC (“Owner”) is the owner of record of real property described as OSP-49R (“Property”).
- B. The Owner has authorized Crown Castle and its agent, Marken Telecom Services, to submit applications for an amendment to the original conditional use permit for the installation of a new 100 foot tall freestanding telecommunications tower on the Property to allow a red beacon light as required by the Federal Aviation Administration (FAA) (“Application”).
- C. The proposed development is in compliance with the provisions of sections 17.4.14 and 17.4.16 of the Community Development Code (“CDC”).
- D. Staff referred the Application to the San Miguel County Community Development Department and the Town of Telluride Community Development Department for comment on January 28, 2016 per the stipulations of the Ridge Covenant recorded at Reception No. 329093 which limits the height and lighting of structures on Coonskin Ridge.
- E. The Board of County Commissioners discussed the application at their January 25, 2017 regular meeting and directed staff to prepare a letter acknowledging the proposed light is in conflict with the provisions of the Ridge Covenant however would not enforce the covenant subject to certain conditions.
- F. The Commissioners ratified the letter outlining their referral comments at their February 1, 2017 meeting which included the recommended conditions that there be an agreement with the San Miguel County Sheriff, State of Colorado and the San Miguel Emergency Telephone Service Authority Board to include their equipment on the tower; the Town of Mountain Village would turn off the upper level lights of the San Sophia Gondola Station; and the application utilize an Aircraft Detection Lighting System.
- G. The Town of Telluride’s referral comments to Mountain Village dated February 1, 2017 expressed the importance of balancing the provisions of the Ridgeline Covenant with the public benefits that will be provided by the new tower. Telluride also requested the Aircraft Detection System be utilized and that Mountain Village reduce light from the gondola station as conditions of their support.
- H. The Design Review Board (“DRB”) considered the Application, along with evidence and testimony, at a public meeting held on February 2, 2017. Upon concluding their review, the DRB recommended approval of the Application by a unanimous vote of 7 to 0 to the Town Council subject to certain conditions.
- I. The Town Council considered and approved the Application, along with evidence and testimony, at a public meeting held on February 16, 2017.
- J. The public hearings referred to above were preceded by publication of public notice of such hearings on such dates and/or dates from which such hearings were continued on the Town

website, and by mailing of public notice to property owners within four hundred feet (400') of the Property, as required by the public hearing noticing requirements of the CDC.

- K. After the public hearings referred to above, the DRB and the Town Council each individually considered the Application's submittal materials, and all other relevant materials, public letters and public testimony, and approved the Application with conditions as set forth in this Resolution.
- L. The Owner and Crown Castle have addressed, or agreed to address, all conditions of approval of the Application imposed by Town Council.
- M. The Town Council finds the Applications meets the conditional use permit criteria for decision contained in CDC Section 17.4.14(D) as follows:

Conditional Use Permit Criteria:

1. The proposed conditional use is in general conformity with the principles, policies and actions set forth in the Comprehensive Plan because adequate cellular communication is critical to the town's economic development and for maintaining a world class resort destination;
2. The proposed conditional use is in harmony and compatible with surrounding land uses and the neighborhood and will not create a substantial adverse impact on adjacent properties or on services and infrastructure;
3. The design, development and operation of the proposed conditional use will not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space;
4. The design, development and operation of the proposed conditional use shall not have significant adverse effect to the surrounding property owners and uses, and visual mitigation will minimize visual impacts;
5. The design, development and operation of the proposed conditional use shall not have a significant adverse effect on open space or the purposes of the facilities owned by the Town;
6. The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use;
7. The design, development and operation of the proposed conditional use shall provide adequate infrastructure, with the antenna users providing crucially needed community service and public safety functions;
8. The proposed conditional use does not potentially damage or contaminate any public, private, residential or agricultural water supply source; and
9. The proposed conditional use permit meets all applicable Town regulations and standards.

**NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL HEREBY APPROVES A MODIFICATION TO THE CONDITIONAL USE PERMIT FOR A NEW 100' TALL TELECOMMUNICATIONS TOWER LOCATED ON LOT OSP-49R AS ORIGINALLY APPROVED BY RESOLUTION 2015-0423-08 AND AUTHORIZES THE MAYOR TO SIGN THE RESOLUTION SUBJECT TO CONDITIONS SET FORTH IN SECTION 1 BELOW:**

**Be It Further Resolved** that OSP-49R may be developed as submitted in accordance with Resolution NO. 2017-0216-\_\_\_ .

**Section 1. Conditions of Approval**



1. The tower may include a light beacon as required by the Federal Aviation Administration (“FAA”) subject to the use of an aircraft detection lighting system as approved by the FAA.
2. The proposed towers and antennas shall be painted to match the surrounding tree color below the tree line and a blue gray above the tree line to mitigate visual impacts. The applicant shall provide color samples to the Town and San Miguel County for review and approval prior to or concurrent with submitting for a building permit.
3. New antennas or equipment placed on the existing tower shall be painted to match the surrounding tree color below the tree line and a blue gray above the tree line to mitigate visual impacts, with the color reviewed and approved by the Town and San Miguel County.
4. The new tower shall be designed to co-locate the number of antennas shown on the Proposed Site Elevations plan, Sheet C-3.1 dated 4/15/15.
5. The current and proposed towers shall be made available for colocation of new telecommunication equipment so long as: (A) there is enough room on the tower for the new equipment (given the vertical & horizontal separation requirements of the current users), (B) there is enough structural capacity for the new equipment, and (C) the new equipment will not cause interference to the current users.
6. Prior to issuing a building permit, the applicant shall submit long-term easements from The Ridge and/or TSG and any other intervening property owner’s land is necessary for access, for (1) the access road to the tower site; (2) the tower site; and (3) utility routes for existing and new utilities to the site. Prior to executing such easements, the Town shall review and approve the easements to ensure long-term vehicular and utility access across intervening land and long term tower siting.
7. Prior to issuing a building permit, the applicant shall submit a composite utility plan to show the planned routes for power, fiber and any other necessary utilities to the site.
8. The approved conditional use permit application is for the benefit of the existing tower that is owned by Telluride Ski and Golf, LLC (“TSG”) and the proposed new tower on TSG owned land. Therefore the conditional use permit is hereby granted to TSG and any successors or assigns.
9. The conditional use permit shall be valid for a period of twenty (20) years from the Effective Date subject to meeting the conditions specified herein.
10. The applicant, Crown Castle, enters into a legally binding written commitment with San Miguel County to allow the relocation of the State of Colorado’s DTRS 800 radio system equipment located on the existing 90 foot communication tower in a manner and at locations acceptable to the San Miguel County Sheriff, the Colorado Office of Information Technology, and San Miguel Emergency Telephone Service Authority Board. The applicant shall provide a new site plan depicting the DTRS 800 radio system equipment and the proposed AT&T antennas together with future co-locator antenna array and microwave dishes on a drawing to replace the proposed site elevations, Sheet C-3.1 prepared by Black and Veatch.

**Section 2. Resolution Effect**

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

**Section 3. Severability**

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

**Section 4. Effective Date**

This Resolution shall become effective on February 16, 2017 (the "Effective Date") as herein referenced throughout this Resolution.

**Section 5. Public Hearing**

A public meeting on this Resolution was held on the 16<sup>th</sup> day of February, 2017 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

**Approved** by the Town Council at a public hearing held on February 16, 2017.

**Town of Mountain Village, Town Council**

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

**Attest:**

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

Approved as to Form:

\_\_\_\_\_  
David Reed, Town Attorney

November 21, 2016

Mr. Glen Van Nimwegen  
Planning and Development Services Director  
Town of Mountain Village  
Mountain Village, CO 81435

RE: Crown Castle Use Permit Amendment Request, TSG Tower

Dear Mr. Van Nimwegen:

Marken Telecom Services, on behalf of Crown Castle and TSG Ski & Golf, respectfully submits this Conditional Use Permit amendment application requesting changes to lighting stipulations required under Resolution 2015-0423-08. The resolution, approved on April 23, 2015, allows Crown Castle to install a 100' guyed tower on TSG property.

**Subject Property:**

The subject parcel, OSP 49R, is owned by TSG Ski and Golf, LLC and is zoned OS – Open Space. The parcel is largely undeveloped mountain/forest property and is a portion of the larger ski hill operation, housing ski lift #7 and an existing 90' guyed tower and associated communications equipment.

**Request:**

Crown Castle, respectfully request the Town of Mountain Village amend Resolution 2015-0432-08 by removing the condition of approval #1 preventing the installation of beacon lighting on the tower.

**Background:**

-On April 23, 2015, the Mountain Village Town Council, under Resolution 2015-0423-08, approved the installation of a 100' guyed tower on TSG property near ski lift #7. The tower will provide opportunities for expanded phone coverage and data capacity for wireless providers and their customers, including AT&T. It will allow for improved E911 calling and will accommodate future communication providers.

-The existing 90' tower, owned by TSG and located near the proposed Crown Castle tower, is over capacity and not able to support additional equipment.

-The resolution included nine conditions of approval, including condition 1 which states:

*“The tower shall not include a light beacon or be brightly painted to stand out to aircraft. If the Federal Aviation Administration (“FAA”) requires either a light beacon or light paint for the tower to stand out, the antenna shall be lowered to a height where these FAA requirements do not apply.”*

-On May 27, 2015, the FAA issued a determination (Aeronautical Study 2015-ANM-760-OE) requiring beacon lighting for the tower. Based upon the ground elevation of the site and its proximity to the Telluride Airport, it was determined that lighting would be an FAA requirement for a tower structure of any height at this location. This makes it impossible to lower antenna/tower heights to remove need for the beacon light. As a result, Crown is unable to meet the condition of approval.

-Ridgeline covenants protect the Coonskin ridgeline, including the subject parcel, from installation of new lighting. The Town of Telluride, San Miguel County and the Town of Mountain Village, are all parties to this covenant.

-In preparation for this application, Crown notified the community of the need for the beacon and installed a temporary light to gather community input.

-On November 14, 2016 Crown met with the Intergovernmental Study Session to review the findings from the test lighting.

-Findings from the test were mixed with some opposed to the new light and some finding no concern with the addition of the beacon.

**Summary:**

Crown and TSG are eager to provide expanded wireless coverage for the Town of Telluride and the Town of Mountain Village. The approved 100' guyed tower will help to alleviate the overburdened tower at this location, will provide expanded wireless capacity and coverage for town residents and visitors and will provide growth opportunities for future communication providers.

Due to the proximity of the site to the airport, the FAA will require beacon lighting on the tower. This requires the removal of Condition of Approval #1 under the ordinance. Crown has no wish to violate the spirit and intent of the ridgeline covenant or of the stipulations of approval. As such, an amendment to the ordinance is required in order for the tower development to proceed.

Please let me know if you require additional information. Marken Telecom Services, TSG and Crown Castle appreciate your assistance.

Best Regards,

*Mark McGarey*

Mark McGarey  
Crown Castle Zoning Consultant

**Attachments:**

CUP Application Form  
AT&T Guyed Tower Plan Set  
Ordinance 2015-0423-08  
FAA Determination  
FAA Lighting Spec Sheet  
TSG Letter of Authorization

# FAR COONSKIN COL06244 10139834



## LTE - 1ST CARRIER & MW UPGRADE GUYED TOWER

### C.U.P. & VARIANCE SUBMITTAL SET



**ENGINEERING**  
2009 INTERNATIONAL BLDG. CODE OR LATEST ADOPTED EDITION  
2011 NATIONAL ELECTRIC CODE OR LATEST ADOPTED EDITION  
TIA/EIA-222-G OR LATEST EDITION

**PROJECT DESCRIPTION**  
THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF ANTENNAS AND ASSOCIATED EQUIPMENT CABINETS FOR THE AT&T WIRELESS TELECOMMUNICATIONS NETWORK.

**SITE INFORMATION**

PROPERTY OWNER: TSG SKI & GOLF LLC  
ADDRESS: 565 MOUNTAIN VILLAGE BLVD. TELLURIDE, CO 81435

TOWER OWNER: TSG SKI & GOLF LLC

SITE CONTACT: 970-728-6900

COUNTY: SAN MIGUEL

LATITUDE (NAD 83): 37° 56' 1.71" N (EXISTING TOWER)

LONGITUDE (NAD 83): 107° 50' 5.64" W

JURISDICTION: UNITED STATES FOREST SERVICE

OCCUPANCY GROUP: U

CONSTRUCTION TYPE: V-B

POWER COMPANY: SAN MIGUEL POWER

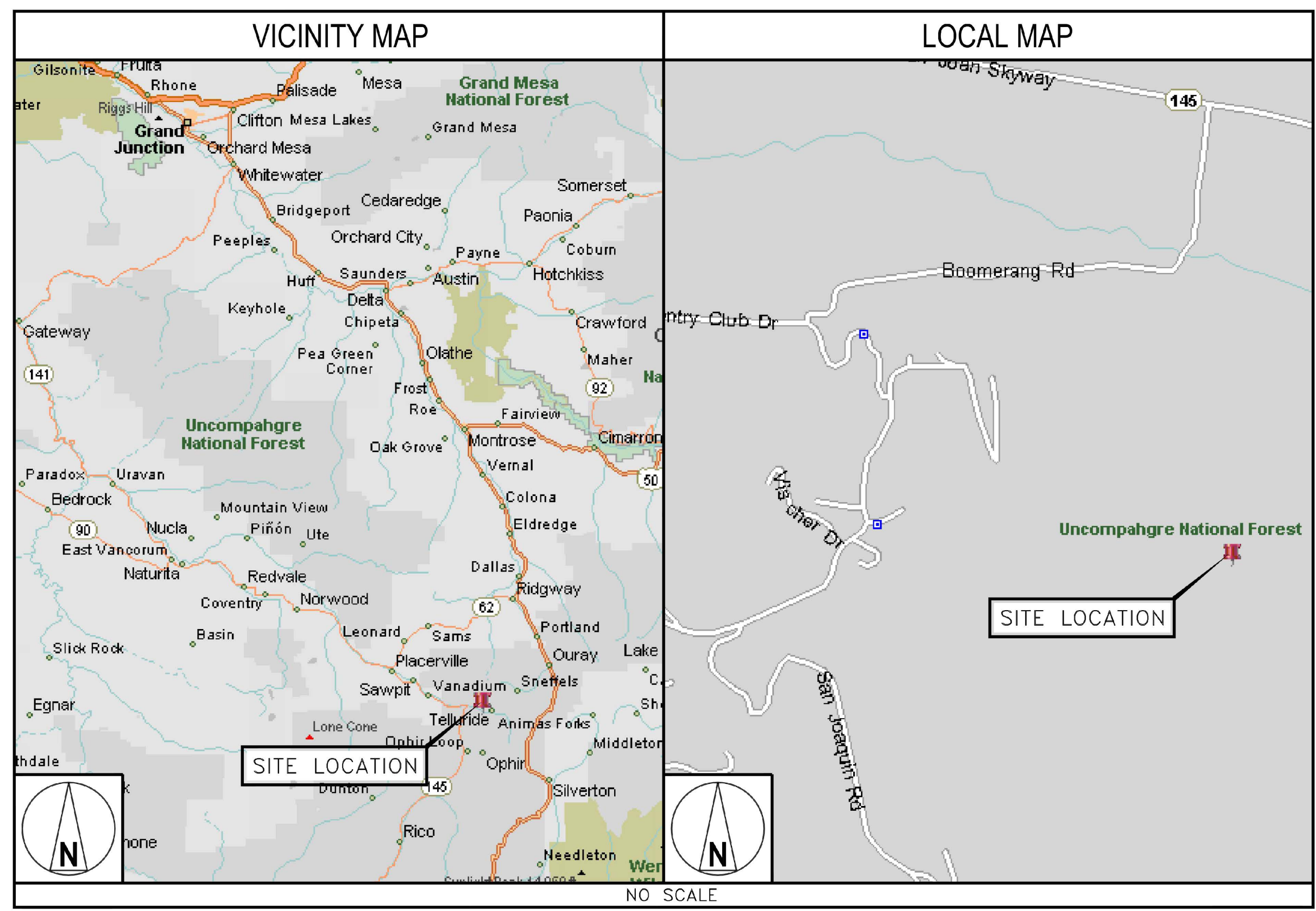
TELEPHONE COMPANY: CENTURYLINK

SITE ACQUISITION MANAGER: DEVIN MORRIS (303) 264-0512

SITE ACQUISITION CONTACT: MIKE MCCREEDY (303) 332-1212

CONSTRUCTION MANAGER: PATRICK DOYLE (720) 834-4260

RF ENGINEER: ERICSON FELICIANO (469) 450-7910



**GENERAL NOTES**

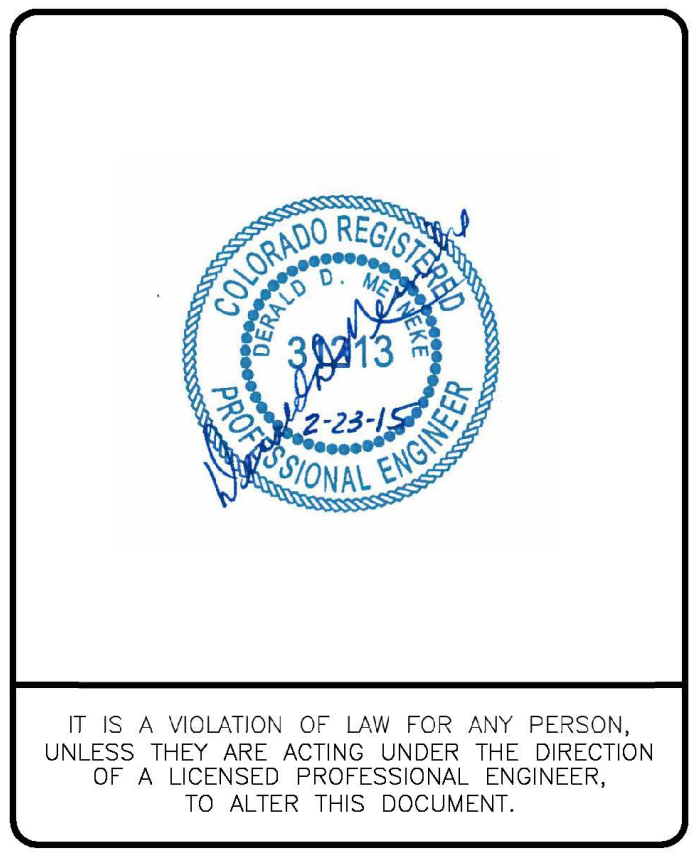
THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE, NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

**DRAWING INDEX**

SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
LS 1	LAND SURVEY
LS 2	LAND SURVEY
C-1	EXISTING SITE PLAN
C-1.1	PROPOSED SITE PLAN
C-2	EXISTING AND PROPOSED EQUIPMENT LAYOUTS
C-3	EXISTING SITE ELEVATIONS
C-3.1	PROPOSED SITE ELEVATIONS
C-4	ANTENNA LAYOUTS

PROJECT/PHASE NO: 122061/8623  
DRAWN BY: BTS  
CHECKED BY: DDM  
T.I.D. 1.86

REV	DATE	DESCRIPTION
0	02/23/15	ISSUED FOR ZONING C.U.P.



FAR COONSKIN  
COL06244  
GRANITE RIDGE DRIVE  
TELLURIDE, CO 81435  
LTE - 1ST CARRIER AND MW UPGRADE

SHEET TITLE  
TITLE SHEET

SHEET NUMBER  
**T-1**

**CONTACT INFORMATION**

ENGINEER: BLACK & VEATCH CORPORATION  
304 INVERNESS WAY SOUTH, SUITE 400  
ENGLEWOOD, CO 80112

CONTACT: JEREMY MIRONAS  
PHONE: (720) 834-4388

**DRIVING DIRECTIONS**

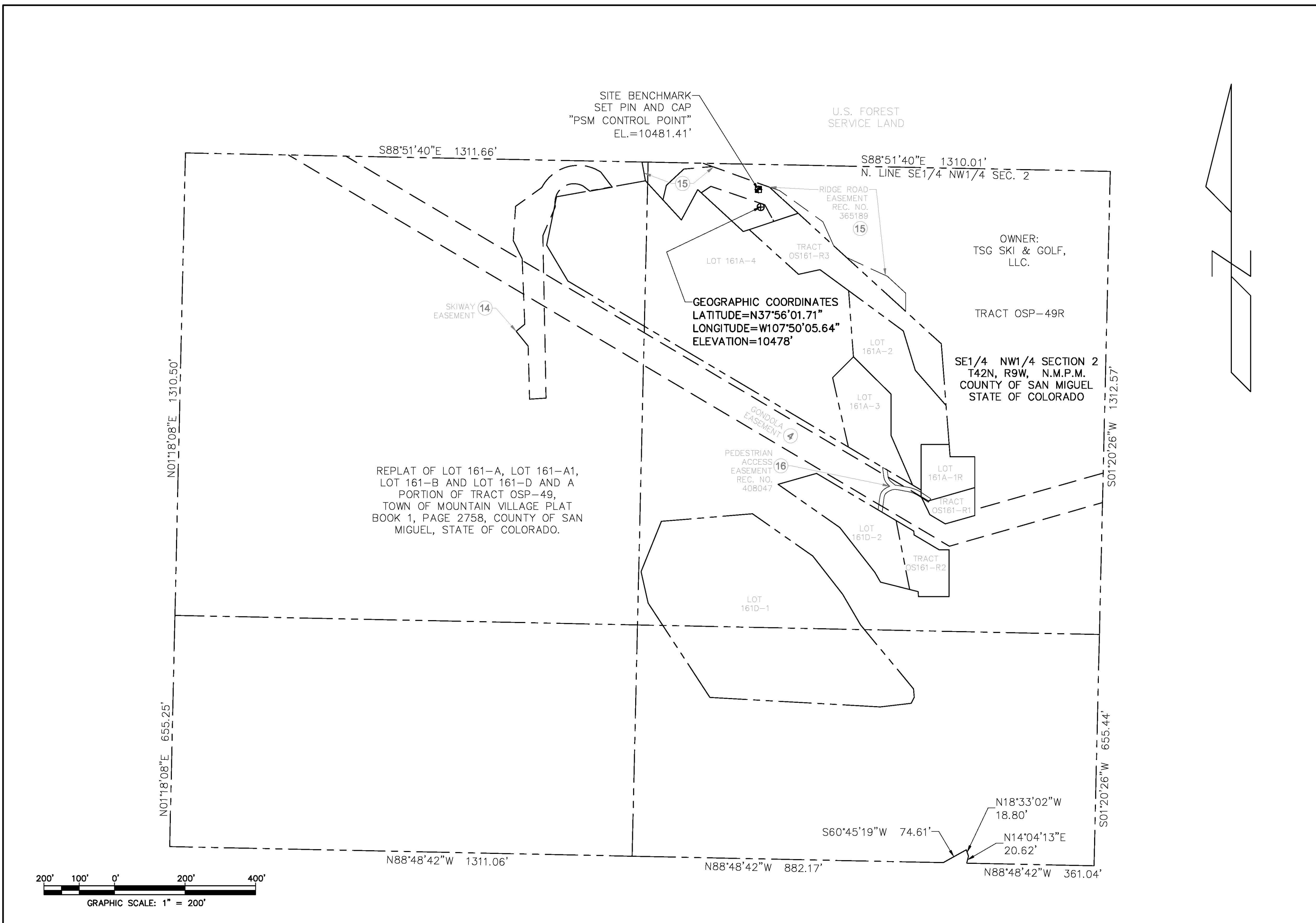
DIRECTIONS FROM AT&T OFFICE:  
HEAD SOUTH TOWARD INVERNESS DRIVE WEST. TURN SOUTHEAST ONTO INVERNESS DRIVE WEST. TURN WEST ONTO EAST COUNTY LINE ROAD. TURN NORTH TO MERGE ONTO I-25 NORTH. TAKE EXIT 209B TO MERGE ONTO 6TH AVENUE TOWARD LAKEWOOD. TAKE EXIT ONTO I-70 WEST TOWARD GRAND JUNCTION. TAKE EXIT 37 SOUTH ONTO I-70 BUSINESS LOOP. TURN SOUTH ONTO SR-141/32 ROAD. TURN SOUTH EAST ONTO US-50. IN MONTROSE US-50 TURNS INTO US-550. TURN WEST ONTO CO-62. TURN SOUTH EAST ONTO CO-145. FOLLOW CO-145 TO MOUNTAIN VILLAGE. TURN EAST ONTO MOUNTAIN VILLAGE BOULEVARD. FOLLOW MOUNTAIN VILLAGE BOULEVARD UP TO THE GONDOLA PARKING. PARK THERE AND CONTINUE UP ON THE GONDOLA TO THE TOP OF THE SKI SLOPE.

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

**UNDERGROUND SERVICE ALERT**  
**UTILITY NOTIFICATION CENTER OF COLORADO**  
(800) 922-1987  
[WWW.UNCC.ORG](http://WWW.UNCC.ORG)

3 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION



**GEOGRAPHIC COORDINATES**

LATITUDE=N37°56'01.71"  
LONGITUDE=W107°50'05.64"  
GROUND ELEV.=10478'  
HIGHEST POINT ON TOWER ELEV.=10573'

**BENCHMARK**

SITE BENCHMARK--CAPPED PIN "PSM CONTROL POINT" GROUND  
ELEVATION=10481.41' (NAVD88) UTILIZING GEOID 12A

**BASIS OF BEARINGS**

COLORADO STATE PLANE SOUTH ZONE (NAD83)  
CLASSIFICATION--THIRD  
MINIMUM GEOMETRIC ACCURACY STANDARD: 5.0cm + 1:10,000

**NOTES**

- 1.) THIS SURVEY AND ACCOMPANYING DESCRIPTION(S) ARE NOT INTENDED FOR PURPOSE OF TRANSFER OF TITLE OR SUBDIVISION OF LAND.
- 2.) THIS IS NOT A BOUNDARY SURVEY, LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT.
- 3.) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY PRECISION SURVEY & MAPPING, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD.
- 4.) THIS SURVEY DOES NOT PROVIDE ANY DETERMINATION CONCERNING WETLANDS, FAULT LINES, TOXIC WASTE OR ANY OTHER ENVIRONMENTAL ISSUES. SUCH MATTERS SHOULD BE DIRECTED TO AN EXPERT CONSULTANT.
- 5.) THERE MAY BE ADDITIONAL BURIED OR UNDERGROUND UTILITIES IN THE AREA WHICH THE SURVEYOR IS UNAWARE OF AND NO LIABILITY FOR SUCH IS ASSUMED HEREIN. ALL UNDERGROUND UTILITIES SHOULD BE FIELD LOCATED BY THE APPROPRIATE UTILITY COMPANY PRIOR TO ANY CONSTRUCTION OR DIGGING ON OR ADJACENT TO THE SUBJECT PROPERTY.
- 6.) THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR.

**SURVEYOR'S CERTIFICATION**

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS SITE PLAN WAS PREPARED BY ME, OR UNDER MY SUPERVISION AND ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. THIS IS NOT A BOUNDARY SURVEY.

Christopher P. Juliana  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 31158  
 COMMISSION EXPIRES 12/31/14  
 PRECISION SURVEY & MAPPING, INC.

**LEGAL DESCRIPTION--PARENT PARCEL**

TRACT OSP-49R, TELLURIDE MOUNTAIN VILLAGE, ACCORDING TO THE REPLAT OF LOT 161-A, LOT 161-A1, LOT 161-B AND LOT 161-D AND A PORTION OF TRACT OSP-49, RECORDED JULY 14, 2000 IN PLAT BOOK 1 AT PAGE 2758, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

**TITLE REPORT**

PREPARED BY: LAND TITLE GUARANTEE COMPANY  
COMPANY ORDER NUMBER: ABC 86004347  
EFFECTIVE DATE: NOVEMBER 19, 2014 AT 5:00 P.M.

**THE FOLLOWING DOCUMENTS AFFECT THE LAND:**

- #1 - TELLURIDE MOUNTAIN VILLAGE, FILING 1 RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE 476, AND TECHNICAL AMENDMENT CONCERNING DENSITY RECORDED FEBRUARY 12, 1990 IN BOOK 462 AT PAGE 759. BLANKET IN NATURE, NOT PLOTTABLE
- #2 - PLAT OF THE TOWN OF MOUNTAIN VILLAGE RECORDED OCTOBER 6, 1995 IN PLAT BOOK 1 AT PAGE 1918 AND OFFICIAL LAND USE AND DENSITY ALLOCATION FOR ALL LAND WITHIN THE TOWN OF MOUNTAIN VILLAGE, COLORADO RECORDED OCTOBER 6, 1995 IN BOOK 551 AT PAGE 485 AND AS AMENDED IN INSTRUMENT RECORDED JUNE 25, 2009 UNDER RECEPTION NO. 407544. BLANKET IN NATURE, NOT PLOTTABLE
- #3 - TOWN OF MOUNTAIN VILLAGE RECORDED JULY 24, 1996 IN PLAT BOOK 2 AT PAGE 2073, AND BLANKET IN NATURE, NOT PLOTTABLE
- #4 - THE TOWN OF MOUNTAIN VILLAGE OFFICIAL TOWN PLAT RECORDED SEPTEMBER 8, 1997 IN PLAT BOOK 1 AT PAGE 2281 AND THE TOWN OF MOUNTAIN VILLAGE OFFICIAL LOT LIST RECORDED SEPTEMBER 8, 1997 IN BOOK 586 AT PAGE 548. BLANKET IN NATURE, NOT PLOTTABLE
- 2) RESTRICTIVE COVENANTS, FOR MOUNTAIN VILLAGE, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MARCH 9, 1984 IN BOOK 409 AT PAGE 714, AS AMENDED OR SUPPLEMENTED, AMENDED AND RESTATED GENERAL DECLARATION RECORDED DECEMBER 11, 2002 UNDER RECEPTION NO. 353668, FIRST AMENDMENT TO THE AMENDED AND RESTATED GENERAL DECLARATION RECORDED DECEMBER 09, 2009 UNDER RECEPTION NO. 410180, SECOND AMENDMENT TO THE AMENDED AND RESTATED GENERAL DECLARATION RECORDED MARCH 19, 2012 UNDER RECEPTION NO. 422188. BLANKET IN NATURE, NOT PLOTTABLE

NOTE: UNDER THE GENERAL NOTES ON THE PLAT OF TELLURIDE MOUNTAIN VILLAGE RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE 476 THE TELLURIDE COMPANY RESERVES THE RIGHT TO IMPOSE ADDITIONAL RESTRICTIVE COVENANTS ON ALL LOTS IN ADDITION TO THE ONES DESCRIBED HEREIN. NOTE: NOTICE BY THE TELLURIDE MOUNTAIN VILLAGE OWNERS ASSOCIATION REGARDING CONTACT INFORMATION AND REAL ESTATE TRANSFER ASSESSMENT RECORDED MAY 25, 2011 UNDER RECEPTION NO. 418209. BLANKET IN NATURE, NOT PLOTTABLE

- 3) TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF WATER AND SEWER TAP FEE PAYMENT RECORDED APRIL 14, 1987 IN BOOK 435 AT PAGE 603, TAP FEE AGREEMENT RECORDED MAY 29, 1992 IN BOOK 492 AT PAGE 991, AND BY FIRST AMENDMENT TO TAP FEE AGREEMENT RECORDED DECEMBER 18, 1996 IN BOOK 573 AT PAGE 237, AND AS ASSIGNED BY TAP FEE ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED APRIL 29, 1999, UNDER RECEPTION NO. 326037. BLANKET IN NATURE, NOT PLOTTABLE
- 4) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT RECORDED MARCH 30, 1992 IN BOOK 489 AT PAGE 1007. SHOWN HEREON
- 5) TERMS, CONDITIONS AND PROVISIONS OF FACILITIES, WATER RIGHTS AND EASEMENT AGREEMENT RECORDED APRIL 27, 1992 IN BOOK 491 AT PAGE 359 AND AS AMENDED IN INSTRUMENT RECORDED NOVEMBER 13, 1992 IN BOOK 501 AT PAGES 433 AND 437 AND AS AMENDED IN INSTRUMENT RECORDED APRIL 26, 1993 IN BOOK 510 AT PAGE 8 AND AS AMENDED IN INSTRUMENT RECORDED APRIL 26, 1993 IN BOOK 510 AT PAGE 11 AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 24, 1996 IN BOOK 569 AT PAGE 668. NOT APPLICABLE TO SURVEY AREA/ NOT SHOWN HEREON



6) EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF TRACT OSP-49, TELLURIDE MOUNTAIN VILLAGE RECORDED APRIL 13, 1994 IN PLAT BOOK 1 AT PAGE 1675 AND REPLAT OF LOT 161-A, LOT 161-A1, LOT 161-B, AND LOT 161-D AND A PORTION OF TRACT OSP-49, TELLURIDE MOUNTAIN VILLAGE RECORDED JULY 14, 2000 IN PLAT BOOK 1 AT PAGE 2758. SHOWN HEREON

7) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION #1994-12 RECORDED APRIL 13, 1994 IN BOOK 527 AT PAGE 803. BLANKET IN NATURE/NOT PLOTTABLE

8) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT REGARDING GENERAL EASEMENTS RECORDED MAY 21, 1996 IN BOOK 562 AT PAGE 97 AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 24, 1996 IN BOOK 569 AT PAGE 670. BLANKET IN NATURE/NOT PLOTTABLE

9) TERMS, CONDITIONS AND PROVISIONS OF NOTICE FILED BY SAN MIGUEL POWER ASSOCIATION, INC. RECORDED MARCH 18, 1999 UNDER RECEPTION NO. 325020. BLANKET IN NATURE/NOT PLOTTABLE

10) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION #1999-0223-04 RECORDED JULY 14, 2000 UNDER RECEPTION NO. 335479. BLANKET IN NATURE/NOT PLOTTABLE

11) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN UTILITY SERVICE LINE EASEMENT AGREEMENT RECORDED JULY 14, 2000 UNDER RECEPTION NO. 335495 AND AS AMENDED IN INSTRUMENT RECORDED JULY 15, 2003 UNDER RECEPTION NO. 358715. NO MEASUREMENTS, BEARINGS OR DISTANCES/NOT PLOTTABLE

12) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SKIWAY EASEMENT AGREEMENT RECORDED JULY 14, 2000 UNDER RECEPTION NO. 335496. BLANKET IN NATURE/NOT PLOTTABLE

13) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TOWN OF MOUNTAIN VILLAGE RESOLUTIONS #2002-07 AND #2002-1210-31 AMENDING AND RESTATING THE TOWN OF MOUNTAIN VILLAGE DESIGN REGULATIONS RECORDED DECEMBER 18, 2002 UNDER RECEPTION NOS. 353852 AND 353853. BLANKET IN NATURE/NOT PLOTTABLE

14) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIDGE SKIWAY EASEMENT AGREEMENT RECORDED JULY 15, 2003 UNDER RECEPTION NO. 358714. SHOWN HEREON

15) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIDGE ROAD EASEMENT AGREEMENT RECORDED JULY 15, 2003 UNDER RECEPTION NO. 358716 AND AS AMENDED IN INSTRUMENT RECORDED APRIL 5, 2004 UNDER RECEPTION NO. 365189 AND AS AMENDED IN INSTRUMENT RECORDED JULY 27, 2009 UNDER RECEPTION NO. 408053 AND AS AMENDED IN INSTRUMENT RECORDED JULY 19, 2011 UNDER RECEPTION NO. 418967. SHOWN HEREON

16) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PEDESTRIAN ACCESS EASEMENT TO LOT 161D-2 RECORDED JULY 27, 2009 UNDER RECEPTION NO. 408047. SHOWN HEREON

17) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BUILDING MAINTENANCE EASEMENT RECORDED JULY 27, 2009 UNDER RECEPTION NO. 408050. BLANKET IN NATURE/NOT PLOTTABLE

18) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION #2011-1117-26 RECORDED DECEMBER 12, 2011 UNDER RECEPTION NO. 420866. BLANKET IN NATURE/NOT PLOTTABLE

19) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION #2013-0117-01 RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 426870. BLANKET IN NATURE/NOT PLOTTABLE

20) DEED OF TRUST DATED JULY 10, 1998 FROM TELLURIDE SKI & GOLF COMPANY AND THE TELLURIDE COMPANY AND THE MOUNTAIN VILLAGE, INC. TO THE PUBLIC TRUSTEE OF SAN MIGUEL COUNTY FOR THE USE OF U.S. BANK NATIONAL ASSOCIATION, F/K/A COLORADO NATIONAL BANK TO SECURE THE SUM OF \$25,000,000.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED JULY 10, 1998, UNDER RECEPTION NO. 319935. BLANKET IN NATURE/NOT PLOTTABLE

AMENDMENT IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED JULY 14, 2000, UNDER RECEPTION NO. 335511. BLANKET IN NATURE/NOT PLOTTABLE

MODIFICATION AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED OCTOBER 18, 2012, UNDER RECEPTION NO. 425196. BLANKET IN NATURE/NOT PLOTTABLE

NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF \$125 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.

NOTE: THIS BINDER DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS, RECORDED OR NOT. NOTE: THIS BINDER IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

**BLACK & VEATCH**  
10950 GRANDVIEW DRIVE  
OVERLAND PARK, KANSAS 66210  
(913) 458-2000

PLANS PREPARED BY:  
**PRECISION SURVEY & MAPPING, INC.**  
PROFESSIONAL LAND SURVEYING CONSULTANTS

9145 E. KENYON AVE., SUITE 101  
DENVER, COLORADO 80237  
OFFICE: (303) 753-9799  
FAX: (303) 753-4044

**DRAWINGS**

Drawings and Specifications on Instruments of service are and shall remain the property of the Architect, whether the Project for which they are made is executed or not. The Owner shall be permitted to receive, possess, reproduce copies of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project, but Drawings and Specifications shall not be used by the Owner or other projects, for additions to the Project or for the completion of this Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

**PROJECT FOR**

**at&t**  
188 INVERNESS DRIVE WEST  
SUITE 400  
ENGLEWOOD, CO 80112

**DATE ISSUED**  
**DEC. 1, 2014**

DATE	ISSUED AS
----	ZD APPROVAL
----	CD PRELIMINARY / REVIEW
----	BID SETS
----	PERMIT SUBMITTED

DATE	REVISIONS
12/1/14	ZD APPROVAL
12/3/14	REVISED LATITUDE
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**PROJECT NAME**  
**FAR COONSKIN**

SITE ADDRESS  
GRANITE RIDGE DRIVE  
TELLURIDE, CO 81435  
SAN MIGUEL COUNTY

PSM JOB NO.  
R11224

**LS 1**

U.S. FOREST SERVICE LAND

N. LINE SE1/4 NW1/4 SEC. 2

REPLAT OF LOT 161-A, LOT 161-A1, LOT 161-B AND LOT 161-D AND A PORTION OF TRACT OSP-49, TOWN OF MOUNTAIN VILLAGE PLAT BOOK 1, PAGE 2758, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

TRACT OSP-49R

OWNER: TSG SKI & GOLF, LLC.

TRACT 09161-R3

NOTE: ON DATE OF SURVEY AS SHOWN HEREON, THE SITE WAS COVERED WITH SNOW. CAN NOT GUARANTEE ALL EXISTING FEATURES AND OR UTILITIES OBSTRUCTED BY SNOW WILL BE SHOWN.

SITE BENCHMARK SET PIN AND CAP "PSM CONTROL POINT" EL.=10481.41'



LEGEND:

- MONUMENT FOUND AS DESCRIBED
- SCHEDULE B2 EXCEPTION
- SITE BENCHMARK
- INDEX CONTOUR
- INTERMEDIATE CONTOUR
- ELECTRIC LINE
- EVERGREEN TREE
- BOLLARD/POST
- ELECTRIC METER
- GUY WIRE
- LIGHTPOST

**BLACK & VEATCH**  
 10950 GRANDVIEW DRIVE  
 OVERLAND PARK, KANSAS 66210  
 (913) 458-2000

PLANS PREPARED BY:  
**PRECISION SURVEY & MAPPING, INC.**  
 PROFESSIONAL LAND SURVEYING CONSULTANTS  
 9145 E. KENYON AVE., SUITE 101  
 DENVER, COLORADO 80237  
 OFFICE: (303) 753-9799  
 FAX: (303) 753-4044

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 Drawings and Specifications on instruments of service are and shall remain the property of the Architect. Whether the Project for which they are made is executed or not, the Owner shall be permitted to receive, possess, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. All Drawings and Specifications shall not be used by the Owner on other projects, for additions to the Project or for the completion of this Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

**PROJECT FOR**

188 INVERNESS DRIVE WEST  
 SUITE 400  
 ENGLEWOOD, CO 80112

**DATE ISSUED**  
 DEC. 1, 2014

DATE	ISSUED AS
----	ZD APPROVAL
----	CD PRELIMINARY / REVIEW
----	BID SETS
----	PERMIT SUBMITTED

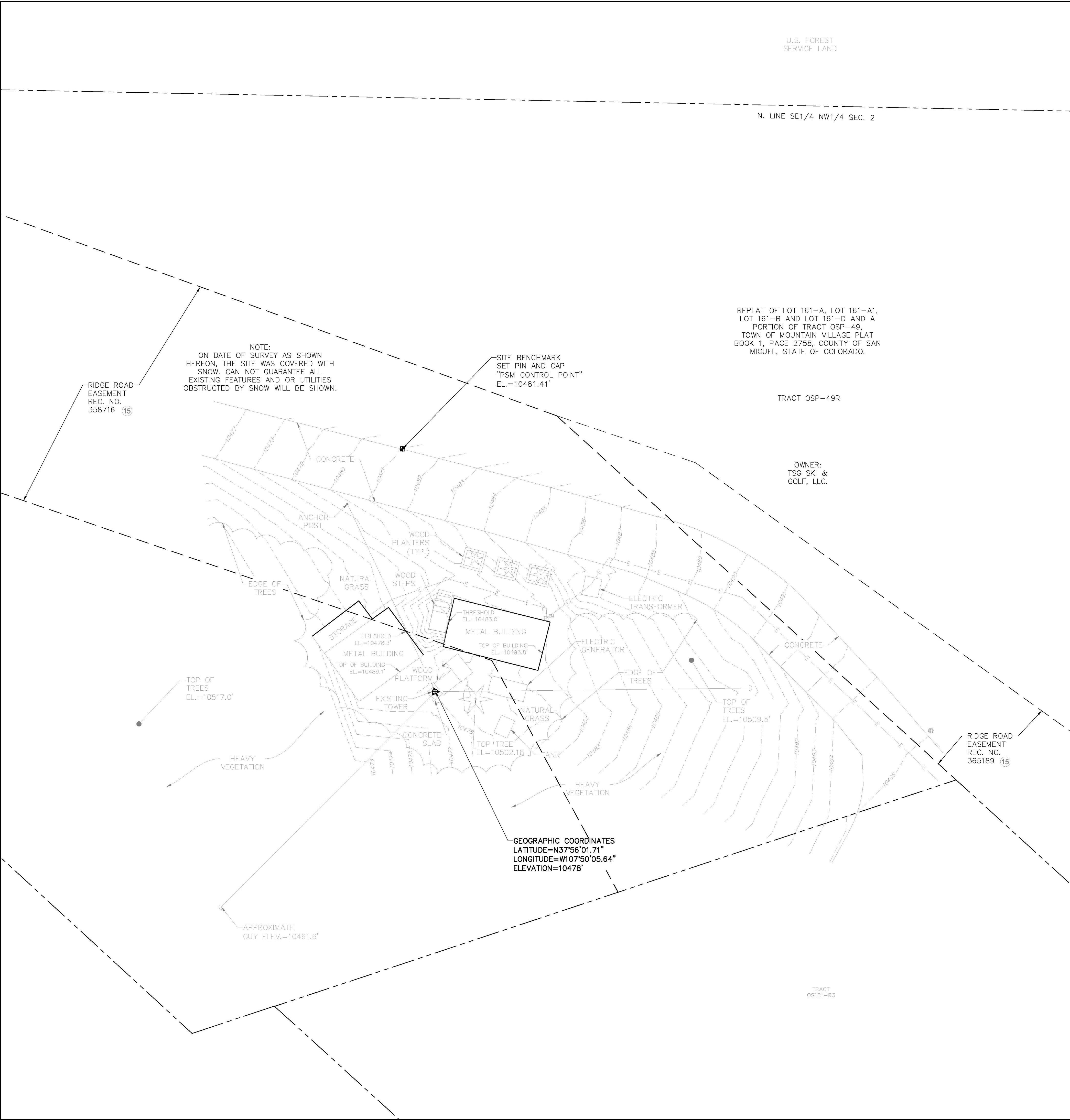
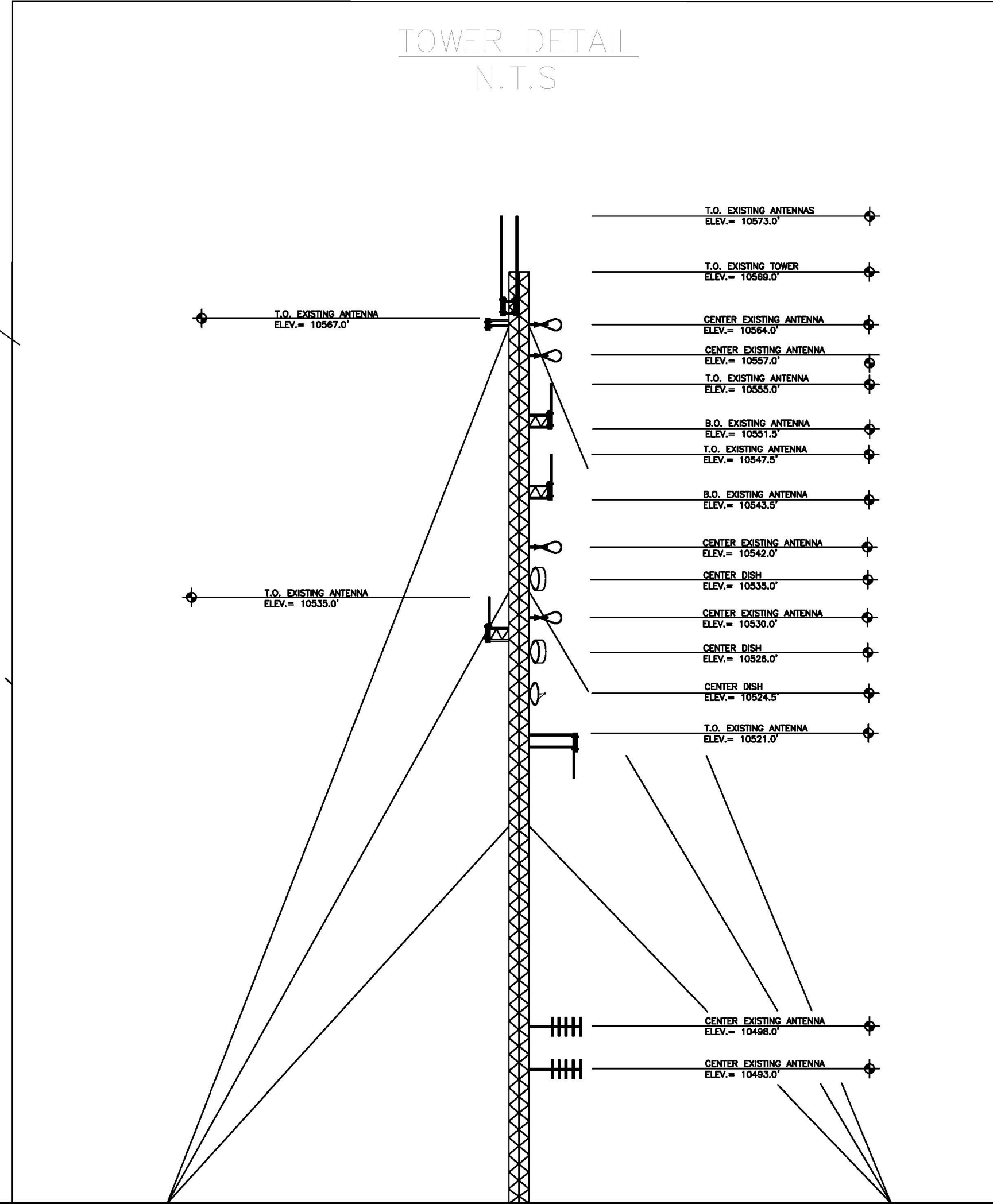
DATE	REVISIONS
12/1/14	ZD APPROVAL
12/3/14	REVISED LATITUDE
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**PROJECT NAME**  
 FAR COONSKIN

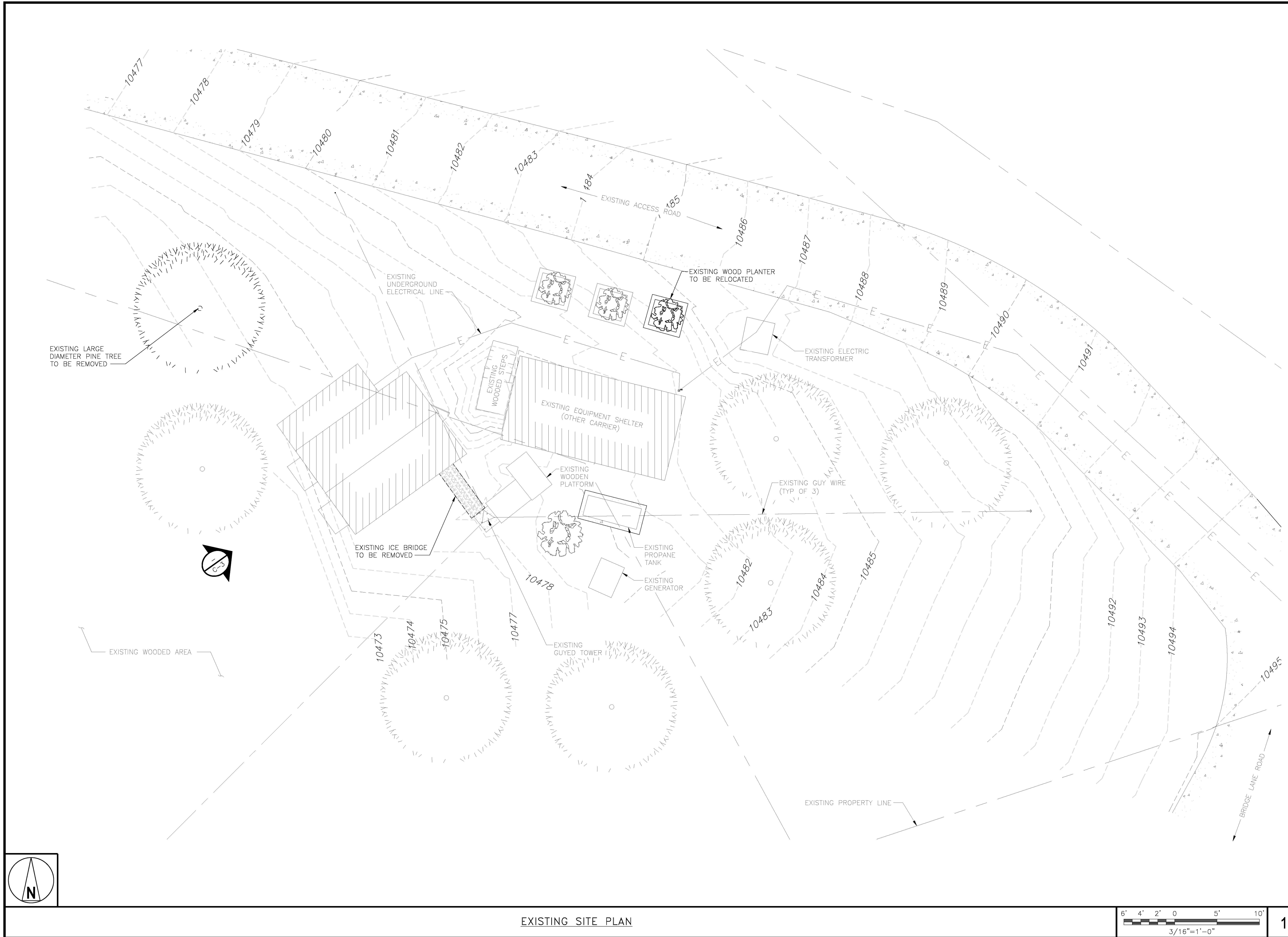
**SITE ADDRESS**  
 GRANITE RIDGE DRIVE  
 TELLURIDE, CO 81435  
 SAN MIGUEL COUNTY

PSM JOB NO.  
 R11224

**LS 2**







188 INVERNESS DRIVE WEST  
SUITE 400  
ENGLEWOOD, CO 80112



**BLACK & VEATCH**

304 INVERNESS WAY SOUTH  
SUITE 400  
ENGLEWOOD, COLORADO 80112

PROJECT/PHASE NO: 122061/8623

DRAWN BY: BTS

CHECKED BY: DDM

T.I.D. 1.86

REV	DATE	DESCRIPTION
0	02/23/15	ISSUED FOR ZONING C.U.P.



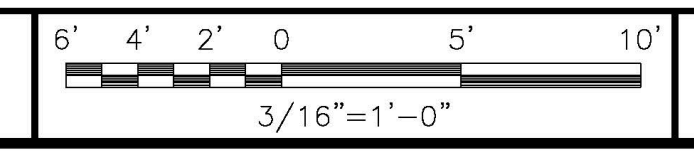
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

FAR COONSKIN  
COL06244  
GRANITE RIDGE DRIVE  
TELLURIDE, CO 81435  
LTE - 1ST CARRIER AND MW UPGRADE

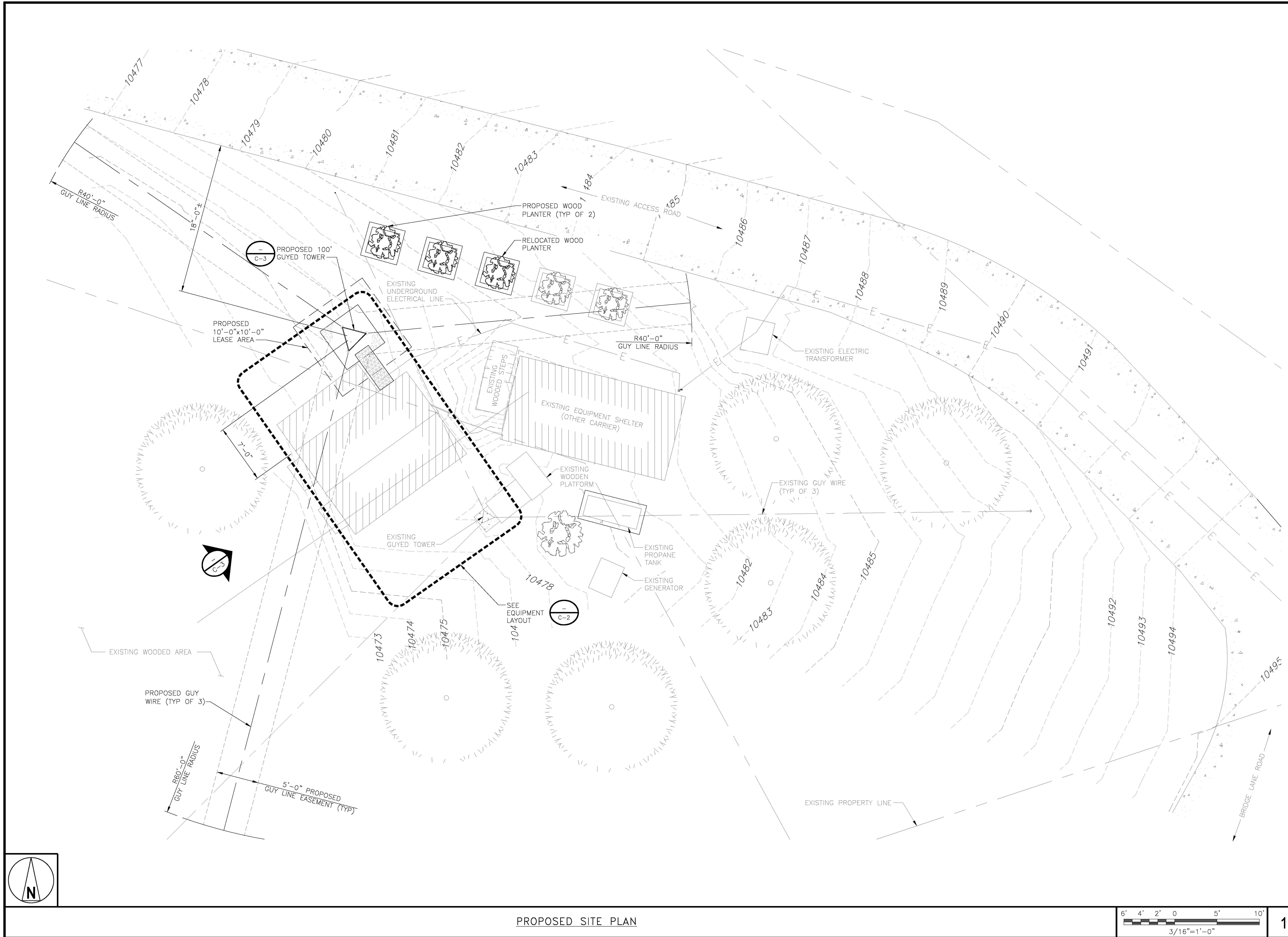

SHEET TITLE  
**EXISTING SITE PLAN**

SHEET NUMBER  
**C-1**

EXISTING SITE PLAN



1


188 INVERNESS DRIVE WEST  
SUITE 400  
ENGLEWOOD, CO 80112



304 INVERNESS WAY SOUTH  
SUITE 400  
ENGLEWOOD, COLORADO 80112

PROJECT/PHASE NO:	122061/8623
DRAWN BY:	BTS
CHECKED BY:	DDM
T.I.D.	1.86

REV	DATE	DESCRIPTION
0	02/23/15	ISSUED FOR ZONING C.U.P.

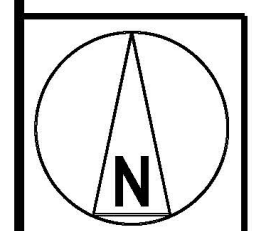


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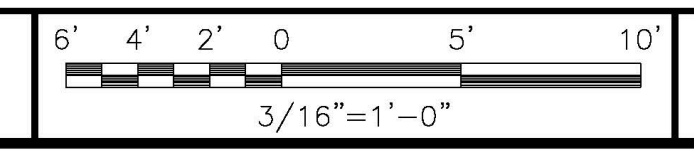
FAR COONSKIN  
COLO6244  
GRANITE RIDGE DRIVE  
TELLURIDE, CO 81435  
LTE - 1ST CARRIER AND MW UPGRADE

SHEET TITLE  
**PROPOSED SITE PLAN**

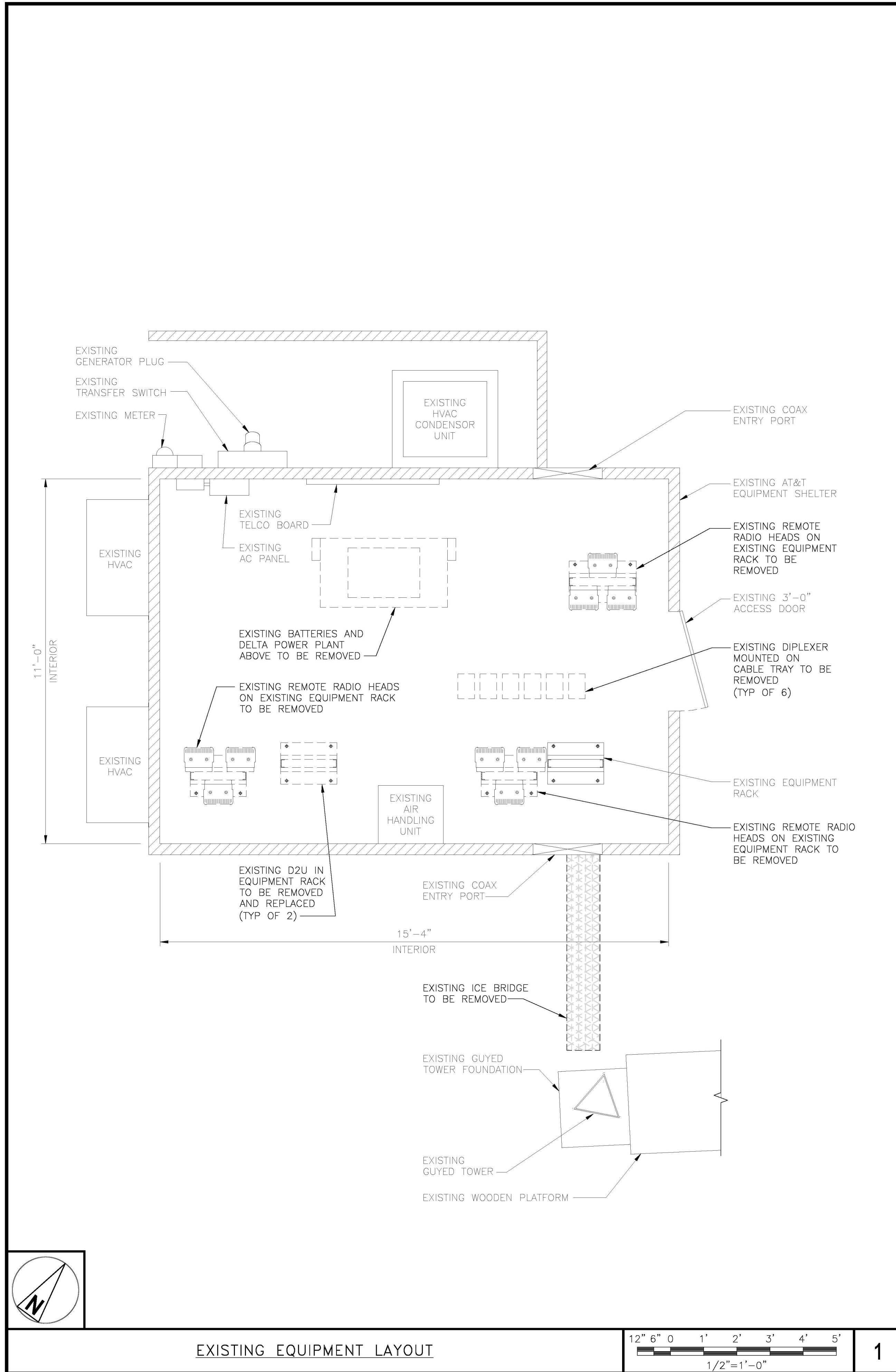
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**C-1.1**



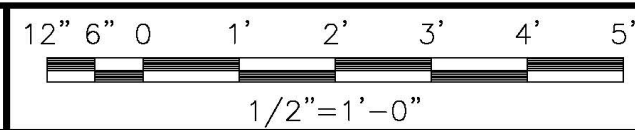
PROPOSED SITE PLAN



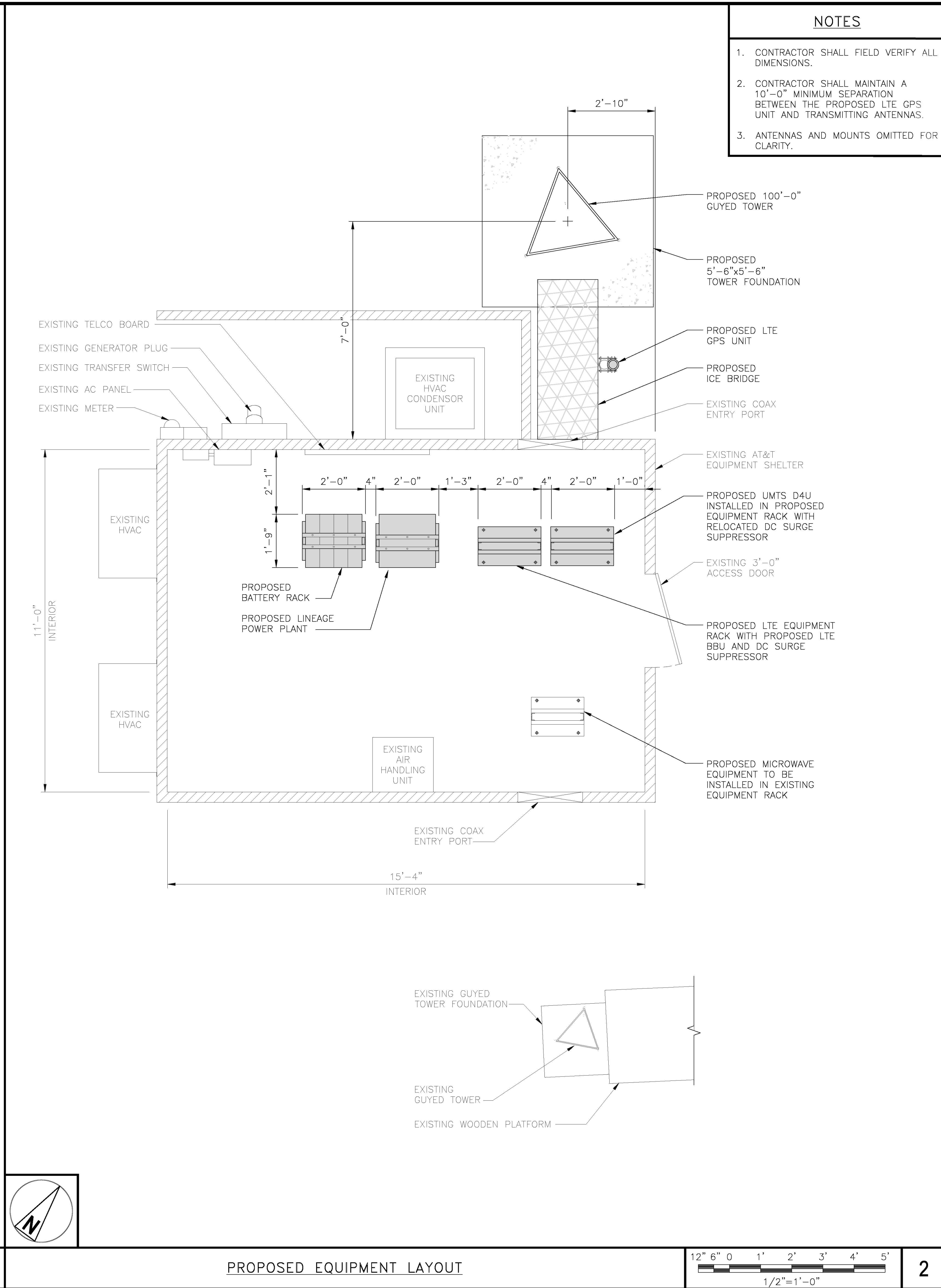
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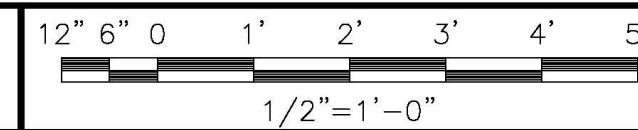
EXISTING EQUIPMENT LAYOUT



1



PROPOSED EQUIPMENT LAYOUT



2

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED LTE GPS UNIT AND TRANSMITTING ANTENNAS.
3. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.

188 INVERNESS DRIVE WEST  
SUITE 400  
ENGLEWOOD, CO 80112

304 INVERNESS WAY SOUTH  
SUITE 400  
ENGLEWOOD, COLORADO 80112

PROJECT/PHASE NO:	122061/8623
DRAWN BY:	BTS
CHECKED BY:	DDM
T.I.D.	1.86

REV	DATE	DESCRIPTION
0	02/23/15	ISSUED FOR ZONING C.U.P.

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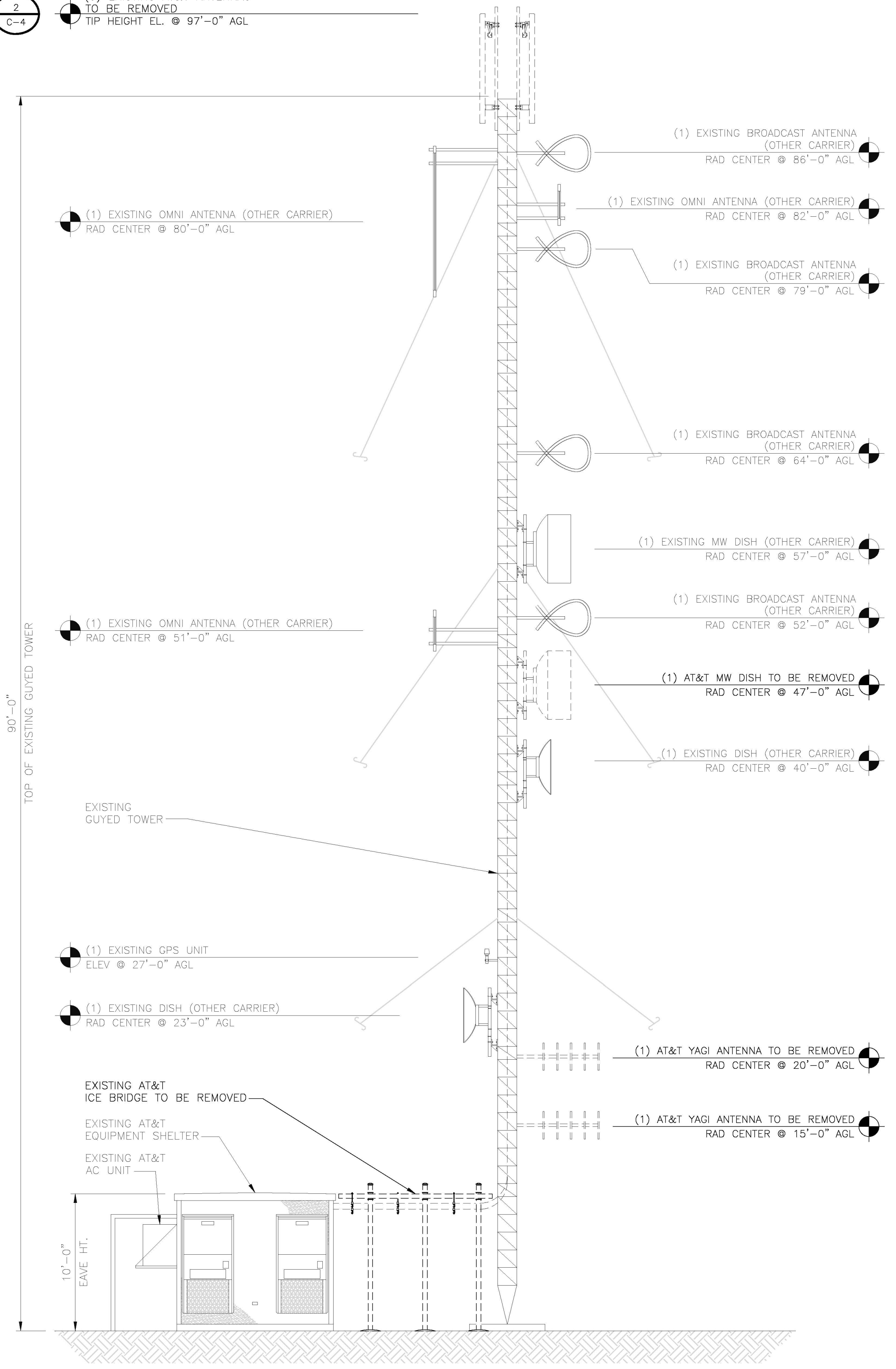
FAR COONSKIN  
COL06244  
GRANITE RIDGE DRIVE  
TELLURIDE, CO 81435  
LTE - 1ST CARRIER AND MW UPGRADE

SHEET TITLE  
EXISTING AND PROPOSED  
EQUIPMENT LAYOUTS

SHEET NUMBER  
**C-2**

2  
C-4

(3) EXISTING AT&T ANTENNAS TO BE REMOVED  
TIP HEIGHT EL. @ 97'-0" AGL



NOTE  
CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.

188 INVERNESS DRIVE WEST  
SUITE 400  
ENGLEWOOD, CO 80112

304 INVERNESS WAY SOUTH  
SUITE 400  
ENGLEWOOD, COLORADO 80112

PROJECT/PHASE NO:	122061/8623
DRAWN BY:	BTS
CHECKED BY:	DDM
T.I.D.	1.86

REV	DATE	DESCRIPTION
0	02/23/15	ISSUED FOR ZONING C.U.P.



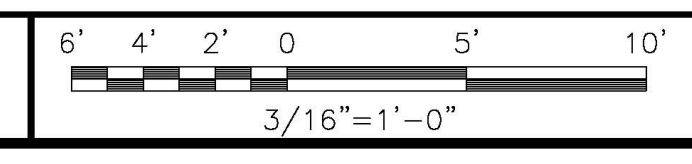
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FAR COONSKIN  
COL06244  
GRANITE RIDGE DRIVE  
TELLURIDE, CO 81435  
LTE - 1ST CARRIER AND MW UPGRADE

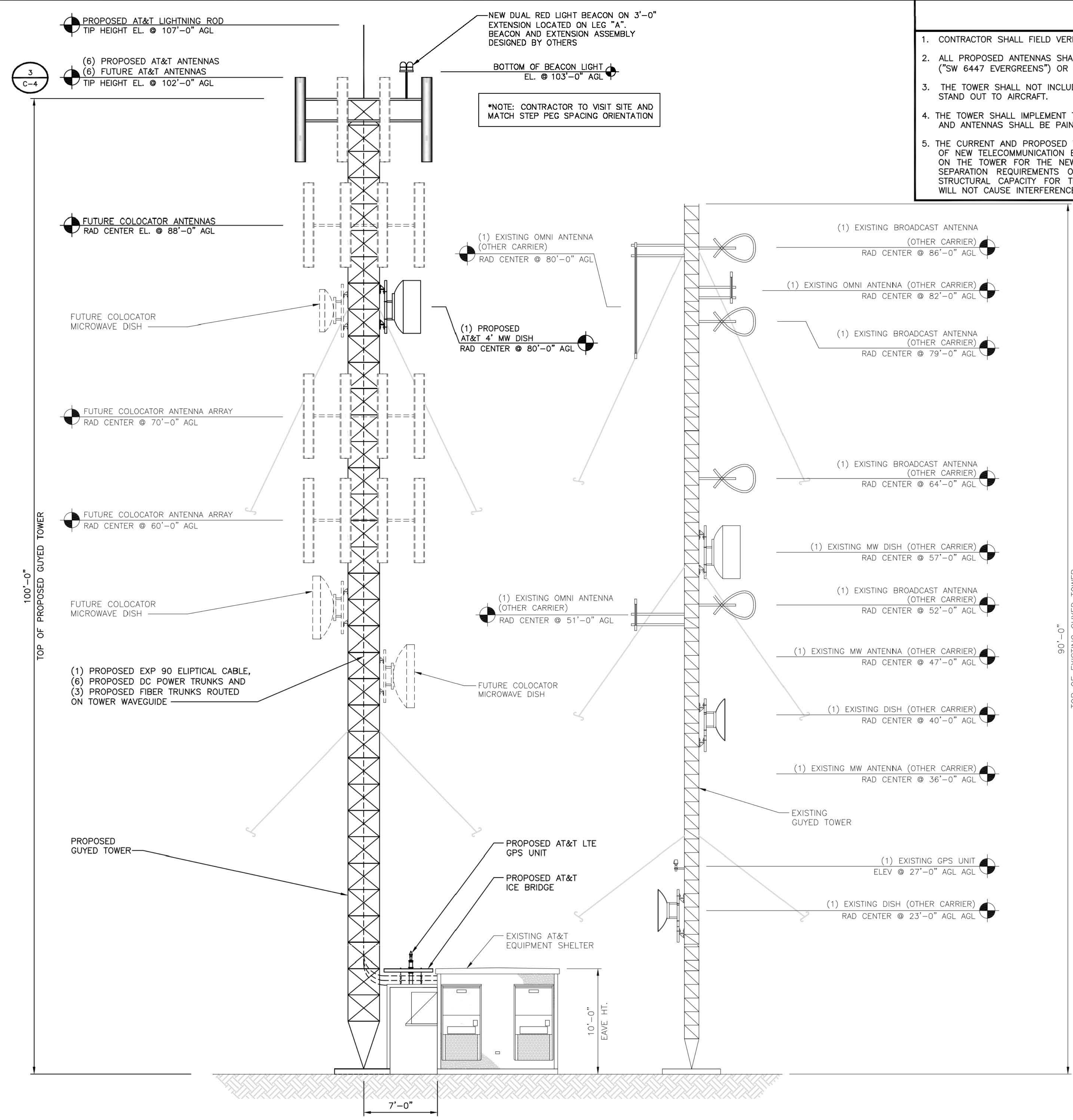
SHEET TITLE  
EXISTING  
SITE ELEVATIONS

SHEET NUMBER  
**C-3**

EXISTING SOUTHWEST ELEVATION



1



- NOTES**
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
  2. ALL PROPOSED ANTENNAS SHALL BE PAINTED A NEUTRAL, NON-REFLECTIVE COLOR ("SW 6447 EVERGREENS") OR APPROVED EQUIVALENT.
  3. THE TOWER SHALL NOT INCLUDE A LIGHT BEACON OR BE BRIGHTLY PAINTED TO STAND OUT TO AIRCRAFT.
  4. THE TOWER SHALL IMPLEMENT THE FOLLOWING VISUAL MITIGATION PLAN: THE TOWERS AND ANTENNAS SHALL BE PAINTED TO MATCH THE SURROUNDING TREE COLOR.
  5. THE CURRENT AND PROPOSED TOWERS SHALL BE MADE AVAILABLE FOR COLOCATION OF NEW TELECOMMUNICATION EQUIPMENT SO LONG AS: A) THERE IS ENOUGH ROOM ON THE TOWER FOR THE NEW EQUIPMENT (GIVEN THE VERTICAL AND HORIZONTAL SEPARATION REQUIREMENTS OF THE CURRENT USERS), B) THERE IS ENOUGH STRUCTURAL CAPACITY FOR THE NEW EQUIPMENT, AND C) THE NEW EQUIPMENT WILL NOT CAUSE INTERFERENCE TO THE CURRENT USERS.

188 INVERNESS DRIVE WEST  
SUITE 400  
ENGLEWOOD, CO 80112

304 INVERNESS WAY SOUTH  
SUITE 400  
ENGLEWOOD, COLORADO 80112

PROJECT/PHASE NO: 122061/8623

DRAWN BY: BDJ

CHECKED BY: DDM

T.I.D. 1.86

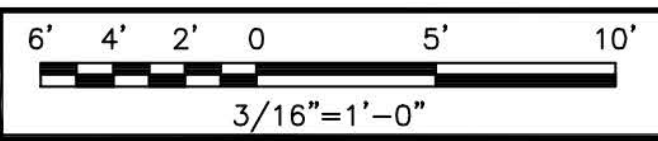
REV	DATE	DESCRIPTION
2	04/15/15	ISSUED FOR ZONING C.U.P.
1	04/14/15	ISSUED FOR ZONING C.U.P.
0	02/23/15	ISSUED FOR ZONING C.U.P.

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FAR COONSKIN  
COL06244  
GRANITE RIDGE DRIVE  
TELLURIDE, CO 81435  
LTE - 1ST CARRIER AND MW UPGRADE

SHEET TITLE  
PROPOSED  
SITE ELEVATIONS

SHEET NUMBER  
**C-3.1**



1

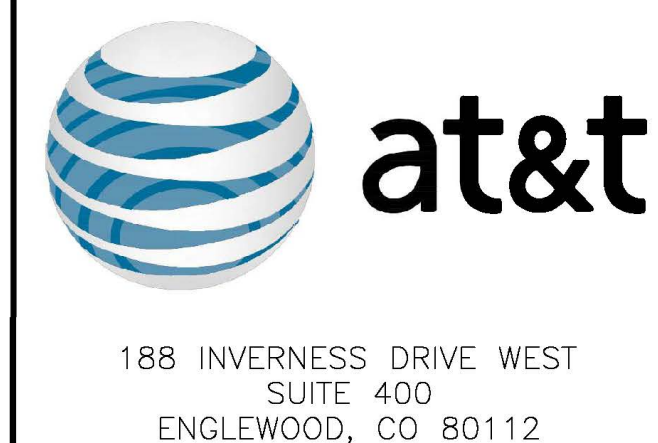
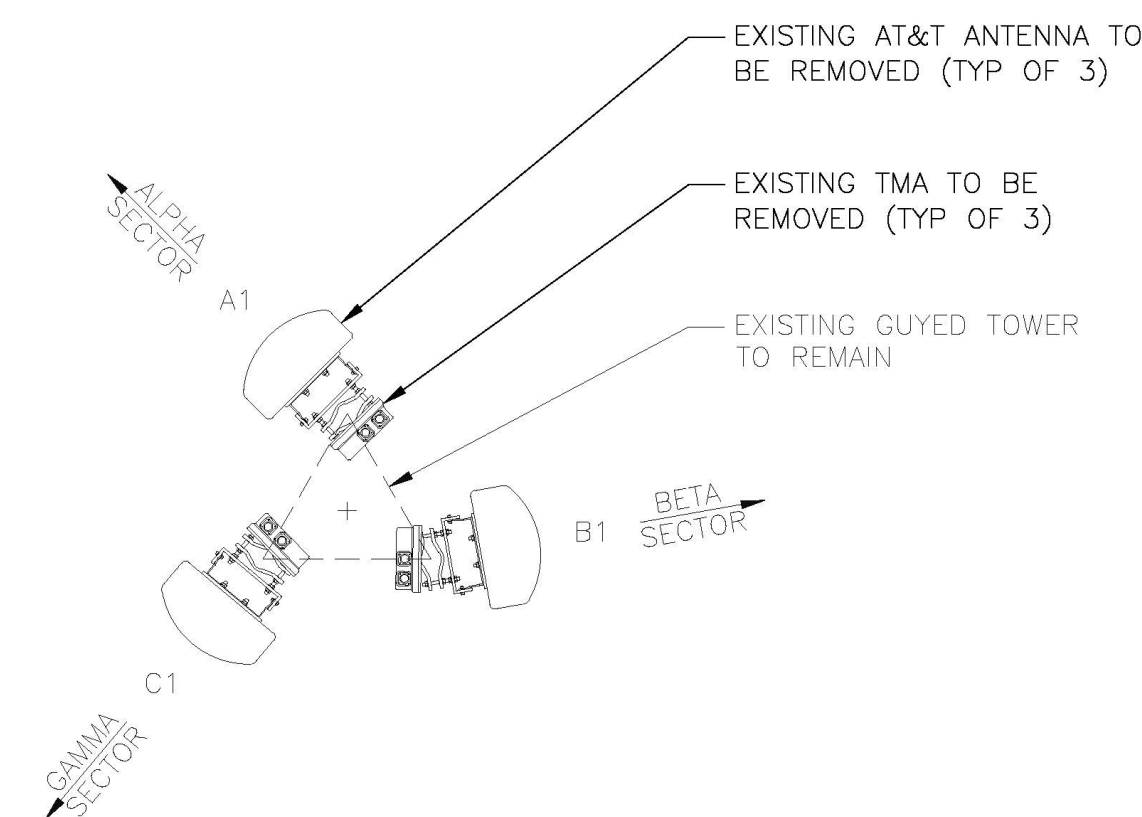
PROPOSED SOUTHWEST ELEVATION

SECTOR	ANTENNA TYPE	TECHNOLOGY	TRANSMISSION CABLE		DC JUMPERS NEEDED	FIBER JUMPERS NEEDED
			QTY.	TYPE		
A1	PROPOSED ANTENNA	UMTS	-	SEE CHANGES BELOW*	YES	YES
A2	FUTURE ANTENNA	LTE	-	SEE CHANGES BELOW*	YES	YES
A3	FUTURE ANTENNA	LTE	-	SEE CHANGES BELOW*	YES	YES
A4	PROPOSED ANTENNA	LTE	-	SEE CHANGES BELOW*	YES	YES
B1	PROPOSED ANTENNA	UMTS	-	SEE CHANGES BELOW*	YES	YES
B2	FUTURE ANTENNA	LTE	-	SEE CHANGES BELOW*	YES	YES
B3	FUTURE ANTENNA	LTE	-	SEE CHANGES BELOW*	YES	YES
B4	PROPOSED ANTENNA	LTE	-	SEE CHANGES BELOW*	YES	YES
C1	PROPOSED ANTENNA	UMTS	-	SEE CHANGES BELOW*	YES	YES
C2	FUTURE ANTENNA	LTE	-	SEE CHANGES BELOW*	YES	YES
C3	FUTURE ANTENNA	LTE	-	SEE CHANGES BELOW*	YES	YES
C4	PROPOSED ANTENNA	LTE	-	SEE CHANGES BELOW*	YES	YES
MW	PROPOSED ANTENNA	MICROWAVE	1	EWP90-105	-	-

\*(6) PROPOSED DC POWER TRUNKS AND (3) PROPOSED FIBER TRUNKS SUPPLY ALL LTE AND UMTS ANTENNAS

NOTES

CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.



PROJECT/PHASE NO:	122061/8623
DRAWN BY:	BTS
CHECKED BY:	DDM
T.I.D.	1.86

REV	DATE	DESCRIPTION
0	02/23/15	ISSUED FOR ZONING C.U.P.



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FAR COONSKIN  
 COL06244  
 GRANITE RIDGE DRIVE  
 TELLURIDE, CO 81435  
 LTE - 1ST CARRIER AND MW UPGRADE

SHEET TITLE  
 ANTENNA LAYOUTS

SHEET NUMBER  
**C-4**

PROPOSED ANTENNA AND TRANSMISSION CABLE REQUIREMENT

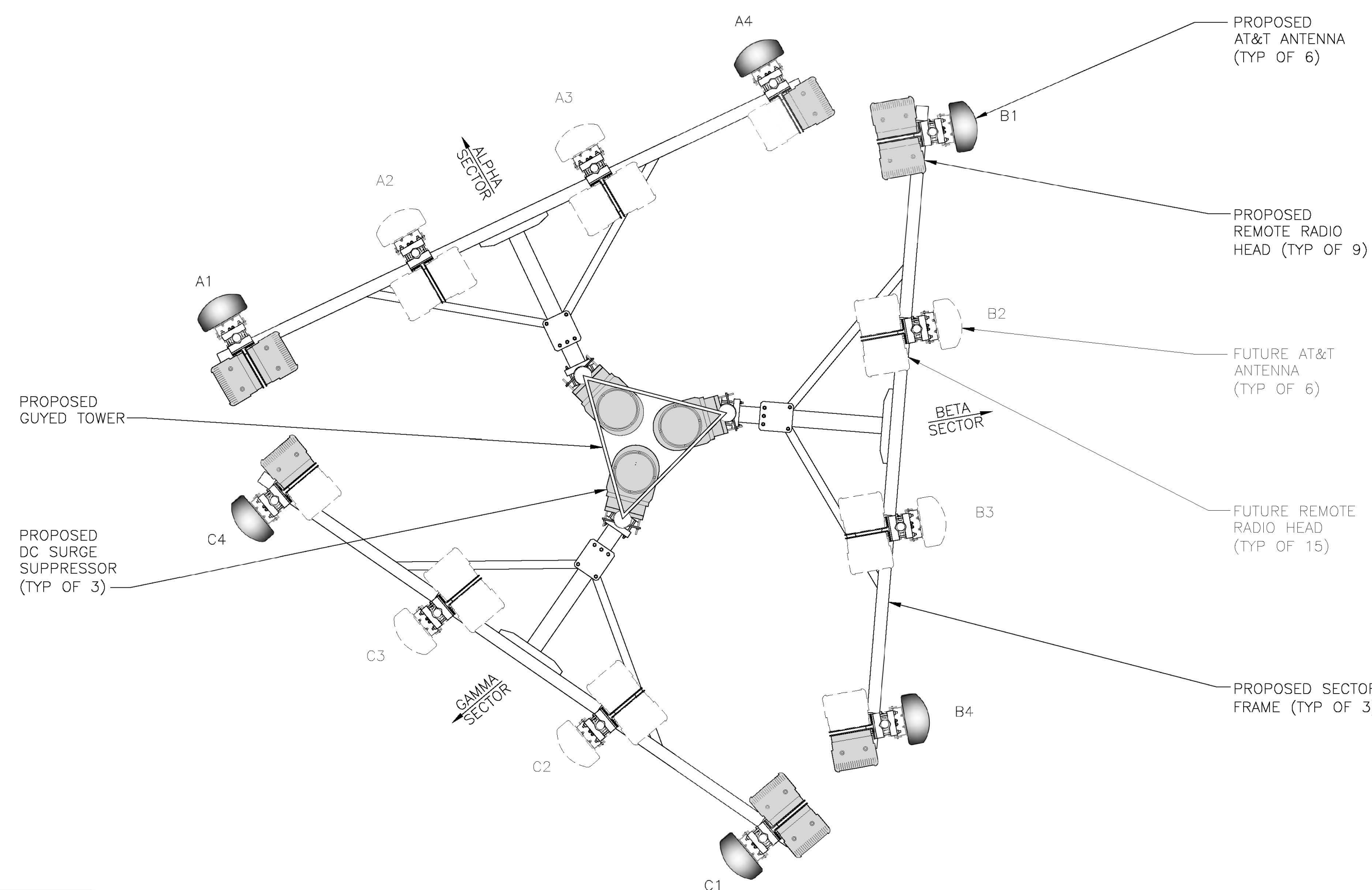
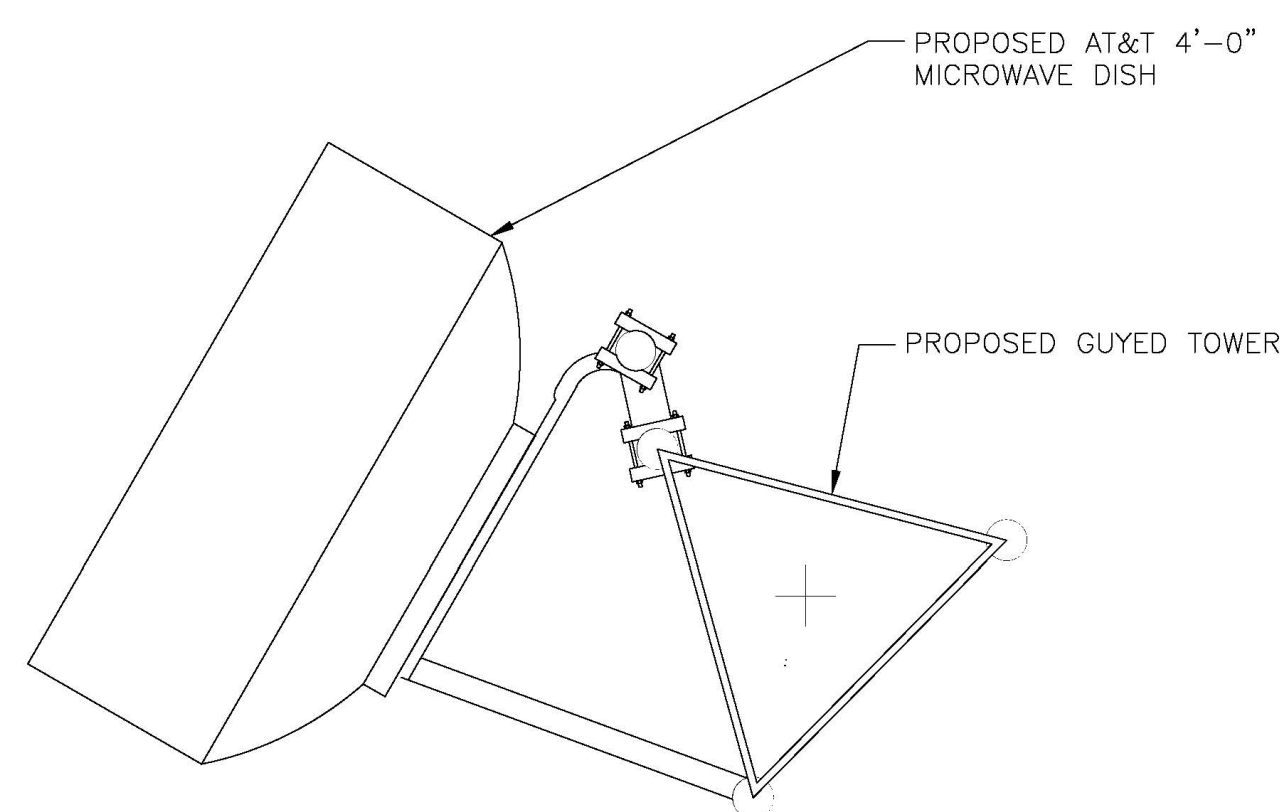
NO SCALE

1

EXISTING ANTENNA LAYOUT

NO SCALE

2



PROPOSED ANTENNA LAYOUT

NO SCALE

3

PROPOSED ANTENNA LAYOUT

NO SCALE

4

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A NEW 100' TALL  
TELECOMMUNICATIONS TOWER LOCATED NEXT TO THE EXISTING TOWER AND A  
VARIANCE TO ALLOW FOR THE PROPOSED 100' TOWER STRUCTURE HEIGHT ON  
OSP-49R**

**Resolution No. 2015-0423-08**

- A. TSG Ski & Golf, LLC ("Owner") is the owner of record of real property described as OSP-49R ("Property").
- B. The Owner has authorized AT&T and its agent, Black and Veatch, to submit applications for (1) a conditional use permit for the installation of a new 100 foot tall freestanding telecommunications tower on the Property located by the existing tower; and (2) a height variance to allow for the proposed 100 foot tower ("Applications").
- C. The proposed development is in compliance with the provisions of sections 17.4.14 and 17.4.16 of the Community Development Code ("CDC").
- D. The Design Review Board ("DRB") considered the Application, along with evidence and testimony, at a public meeting held on April 2, 2015. Upon concluding their review, the DRB recommended approval of the Applications by a unanimous vote of 7 to 0 to the Town Council subject to certain conditions.
- E. The Town Council considered and approved the Applications, along with evidence and testimony, at a public meeting held on April 23, 2015.
- F. The public hearings referred to above were preceded by publication of public notice of such hearings on such dates and/or dates from which such hearings were continued on the Town website, and by mailing of public notice to property owners within four hundred feet (400') of the Property, as required by the public hearing noticing requirements of the CDC.
- G. After the public hearings referred to above, the DRB and the Town Council each individually considered the Applications' submittal materials, and all other relevant materials, public letters and public testimony, and approved the Applications with conditions as set forth in this Resolution.
- H. The Owner and AT&T have addressed, or agreed to address, all conditions of approval of the Applications imposed by Town Council.
- I. The Town Council finds the Applications meets the conditional use permit criteria for decision contained in CDC Section 17.4.14(D) and the variance criteria for decision contained in CDC Section 17.4.16(D) as follows:

Variance Findings:

- 1. The strict application of the CDC building height regulations would result in exceptional and undue hardship upon the property owner in the development of the property because an antenna must have adequate height to clear surrounding trees, provide adequate cellular coverage and meet the Town's colocation requirement;
- 2. The variance can be granted without substantial detriment to the public health, safety and welfare due to visual mitigation, and will actually will help protect the public health, safety and welfare by ensuring the provision of critically needed cellular infrastructure;

3. The variance can be granted without substantial impairment of the intent of the CDC, with the proposed use meeting the Telecommunication Antenna Regulations;
4. Granting the variance does not constitute a grant of special privilege in excess of that enjoyed by other property owners in the same zoning district;
5. Reasonable use of the property for a telecommunications antenna is not otherwise available without granting of a variance, and the variance being granted is the minimum necessary to allow for reasonable use;
6. The lot for which the variance is being granted was not created in violation of Town regulations or Colorado State Statutes in effect at the time the lot was created;
7. The variance is not solely based on economic hardship alone; and
8. The proposed variance meets all applicable Town regulations and standards unless a variance is sought for such regulations or standards.

Conditional Use Permit Criteria:

1. The proposed conditional use is in general conformity with the principles, policies and actions set forth in the Comprehensive Plan because adequate cellular communication is critical to the town's economic development and for maintaining a world class resort destination;
2. The proposed conditional use is in harmony and compatible with surrounding land uses and the neighborhood and will not create a substantial adverse impact on adjacent properties or on services and infrastructure;
3. The design, development and operation of the proposed conditional use will not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space;
4. The design, development and operation of the proposed conditional use shall not have significant adverse effect to the surrounding property owners and uses, and visual mitigation will minimize visual impacts;
5. The design, development and operation of the proposed conditional use shall not have a significant adverse effect on open space or the purposes of the facilities owned by the Town;
6. The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use;
7. The design, development and operation of the proposed conditional use shall provide adequate infrastructure, with the antenna users providing crucially needed community service and public safety functions;
8. The proposed conditional use does not potentially damage or contaminate any public, private, residential or agricultural water supply source; and
9. The proposed conditional use permit meets all applicable Town regulations and standards.

**NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL HEREBY APPROVES A CONDITIONAL USE PERMIT FOR A NEW 100' TALL TELECOMMUNICATIONS TOWER LOCATED NEXT TO THE EXISTING TOWER AND A VARIANCE TO ALLOW FOR THE PROPOSED 100' TOWER STRUCTURE HEIGHT ON OSP-49R AND AUTHORIZES THE MAYOR TO SIGN THE RESOLUTION SUBJECT TO CONDITIONS SET FORTH IN SECTION 1 BELOW:**

**Be It Further Resolved** that OS-3U may be developed as submitted in accordance with Resolution No. 2015-0423-08

**Section 1. Conditions of Approval**

1. The tower shall not include a light beacon or be brightly painted to stand out to aircraft. If the Federal Aviation Administration ("FAA") requires either a light beacon or bright



- paint for the tower to stand out, the antenna shall be lowered to a height where these FAA requirements do not apply.
2. The proposed towers and antennas shall be painted to match the surrounding tree color below the tree line and a blue gray above the tree line to mitigate visual impacts. The applicant shall provide color samples to the Town and San Miguel County for review and approval prior to or concurrent with submitting for a building permit.
  3. New antennas or equipment placed on the existing tower shall be painted to match the surrounding tree color below the tree line and a blue gray above the tree line to mitigate visual impacts, with the color reviewed and approved by the Town and San Miguel County.
  4. The new tower shall be designed to co-locate the number of antennas shown on the Proposed Site Elevations plan, Sheet C-3.1 dated 4/15/15.
  5. The current and proposed towers shall be made available for colocation of new telecommunication equipment so long as: (A) there is enough room on the tower for the new equipment (given the vertical & horizontal separation requirements of the current users), (B) there is enough structural capacity for the new equipment, and (C) the new equipment will not cause interference to the current users.
  6. Prior to issuing a building permit, the applicant shall submit long-term easements from The Ridge, TSG and any other intervening property owner for (1) the access road to the tower site; (2) the tower site; and (3) utility routes for existing and new utilities to the site. Prior to executing such easements, the Town shall review and approve the easements to ensure long-term vehicular and utility access across intervening land and long term tower siting.
  7. Prior to issuing a building permit, the applicant shall submit a composite utility plan to show the planned routes for power, fiber and any other necessary utilities to the site.
  8. The approved conditional use permit application is for the benefit of the existing tower that is owned by Telluride Ski and Golf, LLC ("TSG") and the proposed new tower on TSG owned land. Therefore the conditional use permit is hereby granted to TSG and any successors or assigns.
  9. The conditional use permit shall be valid for a period of twenty (20) years from the Effective Date subject to meeting the conditions specified herein.

## **Section 2. Resolution Effect**

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

## **Section 3. Severability**

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

## **Section 4. Effective Date**

This Resolution shall become effective on April 23, 2015 (the "Effective Date") as herein referenced throughout this Resolution.

**Section 5. Public Hearing**

A public meeting on this Resolution was held on the 23<sup>rd</sup> day of April, 2015 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

**Approved** by the Town Council at a public hearing held on April 23, 2015.



**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



Mail Processing Center  
Federal Aviation Administration  
Southwest Regional Office  
Obstruction Evaluation Group  
10101 Hillwood Parkway  
Fort Worth, TX 76177

Aeronautical Study No.  
2016-ANM-3899-OE  
Prior Study No.  
2015-ANM-760-OE

Issued Date: 01/19/2017

DeeDee Stout  
CCATT LLC  
2055 S. Stearman Drive  
Chandler, AZ 85286

**\*\* MARKING & LIGHTING RECOMMENDATION \*\***

The Federal Aviation Administration has completed an evaluation of your request concerning:

Structure:	Antenna Tower 821994 Telluride
Location:	Telluride, CO
Latitude:	37-56-01.91N NAD 83
Longitude:	107-50-05.84W
Heights:	10476 feet site elevation (SE) 110 feet above ground level (AGL) 10586 feet above mean sea level (AMSL)

Based on this evaluation, we have no objection to the change provided the structure is marked/lighted in accordance with FAA Advisory Circular 70/7460-1, L Change 1 , Obstruction Marking and Lighting, red lights - Chapters 4,5(Red),&12.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

So that aeronautical charts and records can be updated, it is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed when the new system is installed and operational.

Your request for consideration to utilize an Aircraft Detection Lighting System to operate the recommended lighting is approved provided that the equipment meets established technical standards.

If this structure is subject to the authority of the Federal Communications Commission a copy of this letter will be forwarded to them and application should be made for permission to change the marking/lighting as requested.

This evaluation concerns the effect of the marking/lighting changes on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (202) 267-4525. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2016-ANM-3899-OE.

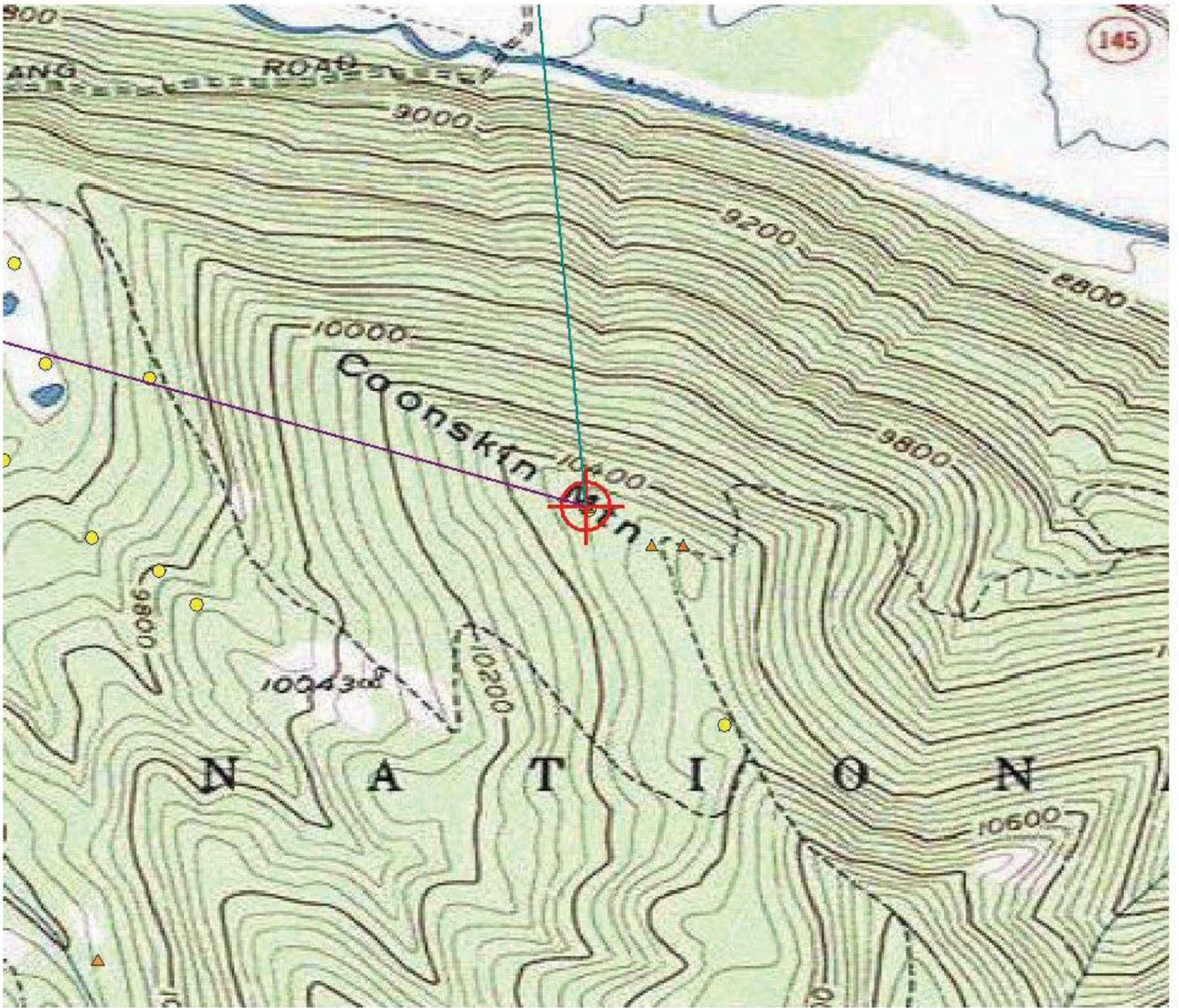
**Signature Control No: 313108838-317994827**

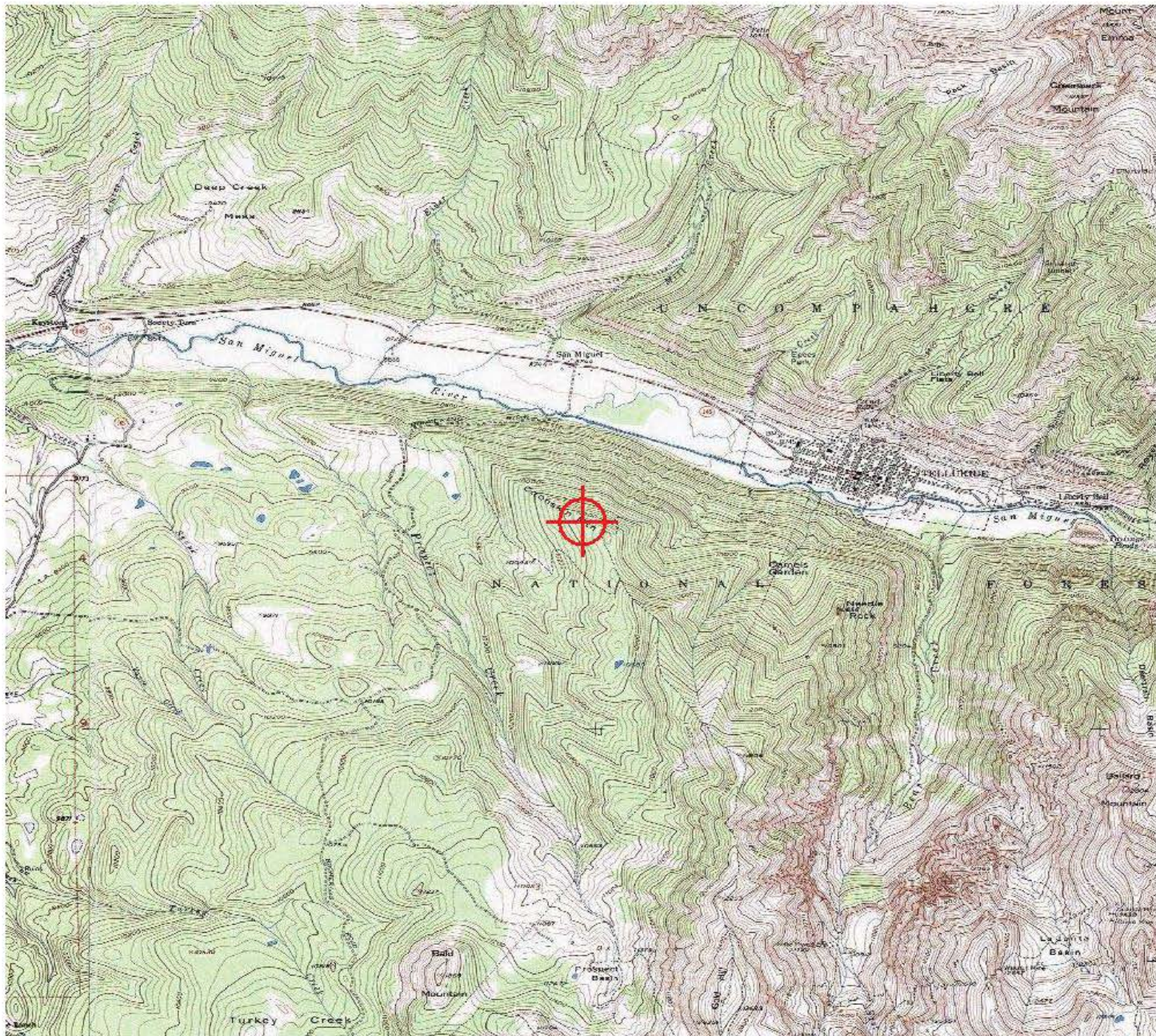
(MAL)

David Maddox  
Specialist

Attachment(s)  
Map(s)

cc: FCC









Mail Processing Center  
 Federal Aviation Administration  
 Southwest Regional Office  
 Obstruction Evaluation Group  
 10101 Hillwood Parkway  
 Fort Worth, TX 76177

Aeronautical Study No.  
 2015-ANM-760-OE

Issued Date: 05/27/2016

John Monday (MS)  
 AT&T Mobility  
 3300 E Renner Rd  
 Richardson, TX 75082

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Antenna Tower Far Coonskin  
 Location: Telluride, CO  
 Latitude: 37-56-01.91N NAD 83  
 Longitude: 107-50-05.84W  
 Heights: 10476 feet site elevation (SE)  
 110 feet above ground level (AGL)  
 10586 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked/lighted in accordance with FAA Advisory circular 70/7460-1 L, Obstruction Marking and Lighting, red lights - Chapters 4,5(Red),&12.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)
- Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

This determination expires on 11/27/2017 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.



NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (907) 271-5863. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2015-ANM-760-OE.

**Signature Control No: 245438248-293694613**

( DNE )

Robert van Haastert  
Specialist

Attachment(s)  
Frequency Data  
Map(s)

cc: FCC

**Frequency Data for ASN 2015-ANM-760-OE**

<b>LOW FREQUENCY</b>	<b>HIGH FREQUENCY</b>	<b>FREQUENCY UNIT</b>	<b>ERP</b>	<b>ERP UNIT</b>
698	806	MHz	1000	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

TOPO Map for ASN 2015-ANM-760-OE







Mail Processing Center  
Federal Aviation Administration  
Southwest Regional Office  
Obstruction Evaluation Group  
10101 Hillwood Parkway  
Fort Worth, TX 76177

Aeronautical Study No.  
2015-ANM-761-OE

Issued Date: 05/27/2016

John Monday (MS)  
AT&T Mobility  
3300 E Renner Rd  
Richardson, TX 75082

**\*\*DETERMINATION OF NO HAZARD TO AIR NAVIGATION FOR TEMPORARY STRUCTURE\*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Crane Far Coonskin Crane
Location:	Telluride, CO
Latitude:	37-56-01.91N NAD 83
Longitude:	107-50-05.84W
Heights:	10476 feet site elevation (SE) 150 feet above ground level (AGL) 10626 feet above mean sea level (AMSL)

This aeronautical study revealed that the temporary structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is (are) met:

As a condition to this Determination, the structure is marked/lighted in accordance with FAA Advisory circular 70/7460-1 L, Obstruction Marking and Lighting, flags/red lights - Chapters 3(Marked),4,5(Red),&12.

This determination expires on 05/27/2017 unless extended, revised, or terminated by the issuing office.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed within 5 days after the temporary structure is dismantled.

**NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.**

This determination is based, in part, on the foregoing description which includes specific coordinates and heights. Any changes in coordinates and/or heights will void this determination. Any future construction or alteration, including increase to heights, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of a structure. However, this equipment shall not exceed the overall heights as

indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this temporary structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

A copy of this determination will be forwarded to the Federal Aviation Administration Flight Procedures Office if the structure is subject to the issuance of a Notice To Airman (NOTAM).

If you have any questions, please contact our office at (907) 271-5863. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2015-ANM-761-OE

**Signature Control No: 245438281-293694730**

( TMP )

Robert van Haastert  
Specialist

Attachment(s)

Map(s)

cc: FCC

TOPO Map for ASN 2015-ANM-761-OE









Mail Processing Center  
Federal Aviation Administration  
Southwest Regional Office  
Obstruction Evaluation Group  
2601 Meacham Boulevard  
Fort Worth, TX 76193

Aeronautical Study No.  
2015-ANM-760-OE

Issued Date: 07/27/2015

John Monday (MS)  
AT&T Mobility  
3300 E Renner Rd  
Richardson, TX 75082

**\*\* NOTICE OF PRESUMED HAZARD \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Antenna Tower Far Coonskin  
Location: Telluride, CO  
Latitude: 37-56-01.91N NAD 83  
Longitude: 107-50-05.84W  
Heights: 10476 feet site elevation (SE)  
110 feet above ground level (AGL)  
10586 feet above mean sea level (AMSL)

Initial findings of this study indicate that the structure as described exceeds obstruction standards and/or would have an adverse physical or electromagnetic interference effect upon navigable airspace or air navigation facilities. Pending resolution of the issues described below, the structure is presumed to be a hazard to air navigation.

If the structure were reduced in height so as not to exceed 0 feet above ground level (10476 feet above mean sea level), it would not exceed obstruction standards and a favorable determination could subsequently be issued.

Any height exceeding 0 feet above ground level (10476 feet above mean sea level), will result in a substantial adverse effect and would warrant a Determination of Hazard to Air Navigation.

See Attachment for Additional information.

**NOTE: PENDING RESOLUTION OF THE ISSUE(S) DESCRIBED ABOVE, THE STRUCTURE IS PRESUMED TO BE A HAZARD TO AIR NAVIGATION. THIS LETTER DOES NOT AUTHORIZE CONSTRUCTION OF THE STRUCTURE EVEN AT A REDUCED HEIGHT. ANY RESOLUTION OF THE ISSUE(S) DESCRIBED ABOVE MUST BE COMMUNICATED TO THE FAA SO THAT A FAVORABLE DETERMINATION CAN SUBSEQUENTLY BE ISSUED.**

**IF MORE THAN 60 DAYS FROM THE DATE OF THIS LETTER HAS ELAPSED WITHOUT ATTEMPTED RESOLUTION, IT WILL BE NECESSARY FOR YOU TO REACTIVATE THE STUDY BY FILING A NEW FAA FORM 7460-1, NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION.**

If we can be of further assistance, please contact our office at (816) 329-2508. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2015-ANM-760-OE.

**Signature Control No: 245438248-258906450**

( NPH )

Vee Stewart  
Specialist

Attachment(s)  
Additional Information

## Additional information for ASN 2015-ANM-760-OE

### Abbreviations:

AGL, Above Ground Level  
AMSL, Above Mean Sea Level  
ANM, Northwest Mountain Region  
ASN, Aeronautical Study Number  
FED, Federal  
LHA, Lamp Housing Assembly  
NM, Nautical Mile  
OCS, Obstacle Clearance Surface  
OE, Obstruction Evaluation  
PAPI, Precision Approach Path Indicators  
RWY, Runway  
TBD, To Be Determined  
VASI, Visual Approach Slope Indicator  
VFR, Visual Flight Rules  
VGSI, Visual Glide Slope Indicator  
VISAID, Visual Aid

The proposed structure (ASN 2015-ANM-760-OE) and proposed temporary structure (ASN 2015-ANM-761-OE) would be located approximately 3.77 NM east of the Airport Reference Point for the Telluride Regional Airport, Telluride, CO (TEX).

The proposed construction would be objectionable based on impacts identified by the FAA's Operations Engineering Support Group, Technical Services, as follows:

In accordance with FAA Order 6850.2B, Visual Guidance Lighting Systems (FAA's siting order for the PAPI):

The proposed 150 foot AGL (10,626 feet AMSL) crane (ASN 2015-ANM-761-OE) to be utilized to construct a 110 foot AGL (10,586 feet AMSL) antenna tower (ASN 2015-ANM-760-OE) is situated on a mountain ridge approximately 3.7 NM east of TEX RWY 27 and offset 4.6 degrees left of extended runway centerline. The mountain ridge where the tower/crane will be located penetrates the OCS associated with the non-FED TEX PAPI RWY 27 serving this runway. Therefore, the temporary crane, as well as the proposed permanent cellular tower, will both completely penetrate the associated PAPI OCS. Although TEX PAPI RWY 27 is set to the maximum allowable elevation angle of 4.00 degrees, this is insufficient to alleviate terrain illumination by the PAPI light pattern. FAA policy dictates that no VASI/PAPI may illuminate an obstruction within the service volume of the facility. In this case, this facility does not meet that requirement primarily due to terrain. Therefore, any structure placed on that terrain within the PAPI service volume will also present as an obstruction and a hazard to air navigation. Although it is common practice by air traffic utilizing the approach to land on TEX RWY 27 to fly along the valley approach adjacent to and north of the ridge under VFR conditions, this rationale is not sufficient to alleviate the siting requirement associated with VGSI: PAPI/VASI facilities. From the standpoint of maintaining PAPI service on TEX RWY 27, one probable mitigation measure available to address the hazard is to sufficiently restrict the PAPI light pattern such that illumination of the offending terrain no longer occurs. This would be accomplished by installing visaid baffling hardware on each PAPI LHA. PAPI baffling hardware has been developed and tested by the FAA Technical Center and is available for most types of PAPI LHAs. This hardware must be installed by a qualified installation crew based on survey measurements of the identified obstruction relative to the PAPI on site. Flight Inspection is also required to inspect, verify, and approve of any adjustments to the PAPI light pattern made possible by facility

modification and mainly checks for sufficient blanking of the light pattern in proximity to the obstructing terrain. Upon successful installation and Flight Inspection, the PAPI facility may be re-commissioned with an amendment in the Airport Remarks section of the Airport Facilities Directory for TEX PAPI RWY 27 noting the PAPI to be unusable beyond a certain azimuth (TBD) left-of-course. This project may be completed with FAA engineering/technical assistance by means of a Reimbursable Agreement to allow recovery of agency costs associated with modification of a non-Fed visaid facility. For questions, contact Edward Vey, FAA Technical Operations at 907-271-3056.

Please advise Vee Stewart via e-mail ([vee.stewart@faa.gov](mailto:vee.stewart@faa.gov)) of your intentions for this aeronautical study.



Federal Aviation Administration

« OE/AAA

Proposed Case for : 2015-ANM-760-OE

**For information only.**

This proposal has not yet been studied. Study outcomes will be posted at a later date. Public comments are not requested, and will not be considered at this time.

Overview																																																																																						
<b>Study (ASN):</b> 2015-ANM-760-OE	<b>Received Date:</b> 03/12/2015																																																																																					
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Construction Info	Structure Summary																																																																																					
<b>Notice Of:</b> CONSTR	<b>Structure Type:</b> Antenna Tower																																																																																					
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Federal Aviation Administration

« OE/AAA

**Proposed Case for : 2015-ANM-761-OE**

**For information only.**

This proposal has not yet been studied. Study outcomes will be posted at a later date. Public comments are not requested, and will not be considered at this time.

Overview	
<b>Study (ASN):</b> 2015-ANM-761-OE	<b>Received Date:</b> 03/12/2015
<b>Prior Study:</b>	<b>Entered Date:</b> 03/12/2015
<b>Status:</b> Work In Progress	<b>Map:</b> <a href="#">View Map</a>
Construction Info	Structure Summary
<b>Notice Of:</b> CONSTR	<b>Structure Type:</b> Crane
<b>Duration:</b> TEMP (Months: 18 Days: 0)	<b>Structure Name:</b> Far Coonskin Crane
<b>Work Schedule:</b>	<b>FCC Number:</b>
Structure Details	Height and Elevation
<b>Latitude (NAD 83):</b> 37° 56' 01.91" N	<b>Site Elevation:</b> <b>Proposed</b> 10476
<b>Longitude (NAD 83):</b> 107° 50' 05.84" W	<b>Structure Height:</b> 150
<b>Datum:</b> NAD 83	<b>Total Height (AMSL):</b> 10626
<b>City:</b> Telluride	
<b>State:</b> CO	
<b>Nearest County:</b> San Miguel	
	Frequencies
	<b>Low Freq</b> <b>High Freq</b> <b>Unit</b> <b>ERP</b> <b>Unit</b>

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**Meets:**

FAA AC NO: 150/5345-43F  
 FAA Engineering Brief No. 67  
 ICAO (Annex 14 - Fourth Edition, July 2004)  
 ICAO Aerodromes Design Manual, Chapter 18  
 Canadian Aviation Regulation CAR 621.19  
 Nachrichten für Luftfahrer Teil I Langen, 6. January 2005  
 German Air Traffic Control Notices for Pilots Part I 6, January 2005

**Qualified By:**

Intertek ETL  
 Lighting Sciences Canada

### Features

- Available as a single or dual unit
- Available in 12 VDC, 24 VDC, 48 VDC, 120 VAC & 220 VAC (50 or 60 Hz)
- Earth grounding provisions provided
- Unique optically designed lens to enhance LED operation and provide 360° visibility
- State-of-the-art high-flux LED technology
- Estimated service life 12-15 years
- Weather/corrosion resistant lamp assembly and housing
- Self-contained wiring compartment eliminates additional boxes
- Threaded 1" and 3/4" bottom hub for mounting
- Can be operated steady or flashed (*controller not supplied*)
- 5 year warranty
- Resistant to shock and vibration
- IP65 / IP66 / NEMA 4X rated

### Application

The 860 Series is the FAA type L-810 red LED obstruction light. Designed for steady burning, this fixture is used to mark any obstacle that may present hazards to aircraft navigation. The U.S. patent office has issued patent number 6,425,678 B1 for this series.

### Operating Conditions

**Temperature:** -67° F to +131° F  
 (-55° C to +55° C)

### Materials/Finish

- Cast Aluminum housing
- Stainless steel hardware

### Ordering Information

#### Single Units

Part Number	Cert	Volts
860-1R01-001	FAA	120 VAC
860-6R01-001	TC	120 VAC
860-1R02-001	--	220 VAC
860-1R03-001	FAA	12 VDC
860-3R03-001 (Low wattage)	--	12 VDC
860-1R05-001	FAA	24 VDC
860-6R05-001	TC	24 VDC
860-1R04-001	FAA	48 VDC
860-5R02-001	ICAO	220 VAC (10cd)
860-1R02-001-EU	Eur. Ver.	220 VAC
860-4R02-001-EU	Eur. Ver.	220 VAC (50 cd)

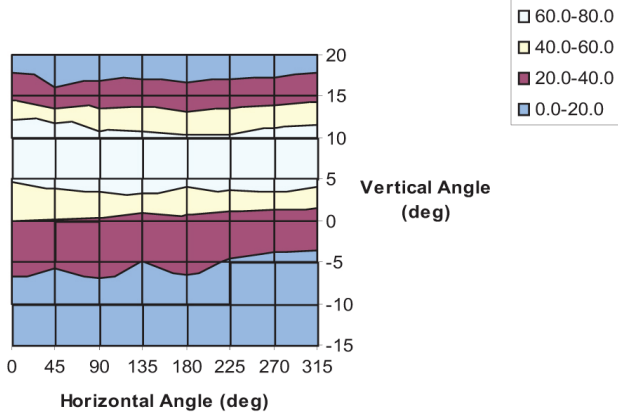
#### Dual Units

Part Number	Cert	Volts
860-1R01-002	FAA	120 VAC
860-6R01-002	TC	120 VAC
860-1R02-002	--	220 VAC
860-1R03-002	FAA	12 VDC
860-3R03-002 (Low wattage)	--	12 VDC
860-1R05-002	FAA	24 VDC
860-6R05-002	TC	24 VDC
860-1R04-002	FAA	48 VDC
860-7R02-002	CASA	220 VAC (100cd)
860-1R02-002-EU	Eur. Ver.	220 VAC
860-4R02-002-EU	Eur. Ver.	220 VAC (50 cd)

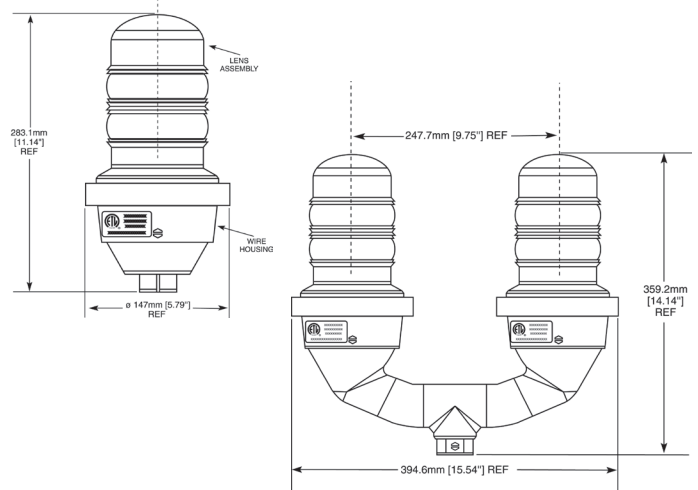


### Photometric Data

L810 Isotropic Intensity Chart



### Mechanical Dimensions



Dimensions in inches (mm)

### Electrical Specifications

	PF	VA	Operating Voltage			Watts (W)			Amps
			Min	Typ	Max	Min	Typ	Max	
120 VAC Units	.3	46.5	92	120	132	10	15	18	0.120
240 VAC Units (60Hz)	.17	72	198	240	264	11	15	18	0.120
240 VAC Units (50Hz)	--	--	198	240	264	12	14	17	--
12 VDC Units (Standard)	--	--	10	12	14	20	25	29	2.000
24 VDC Units	--	--	21	24	27	17	22	29	0.920
48 VDC Units	--	--	43	48	53	11	14	16	0.275

### Weights and Measurements

Model	Shipping Weight	Container Dimensions
Single Unit	7.1 lbs	16" x 9" x 8" (406mm x 229mm x 203mm)
Dual Unit	16.1 lbs	22" x 17" x 9" (559mm x 432mm x 229mm)





HOME TECHNOLOGY APPLICATIONS

CONTACT

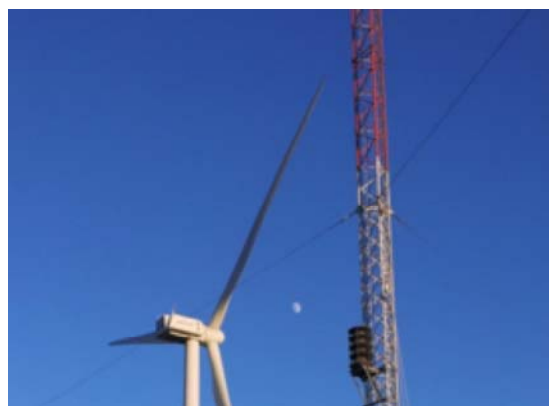
## MD-12 Pulse Doppler Radar

### **Capabilities**

- Proprietary radar design allows for Doppler processing from magnetron power source
- Detection of small moving targets in high clutter environments
- Low false alarm rate
- Integrated detection and tracking capability
- Site maps can be implemented to tune scenes to specific missions
- Tracker can be tuned to discriminate for targets of interest (aircraft, drones, birds, and others)
- Track data from multiple radars are merged together to establish perimeter protection of large areas via sensor fusion
- Radar control and track data output are available via standard IP-based network protocols



Laufer Radar Systems MD-12 pulse Doppler radar



- Target data and system status are readily available to other applications
- Other applications can interface with individual radars or a central processor for multi-radar output
- Designed for harsh environments
- Radar system components are designed as Line Replaceable Units (LRUs) for rapid maintenance and repair
- Designed for easy up-tower maintenance
- Radars have been operational at Bedford, NH R&D Facility (>3 Years), and the US National Renewable Energy Laboratory near Boulder, Colorado (>2 Years)
- Fully certified (FCC, CE, ETL)



MD-12 radar system installed at NREL

### ***Technical Specifications***

- Detection Range (1 sq-m RCS Target):
  - 12 km (all weather)
  - 16km (clear weather)
- Frequency: X-Band 9.4 GHz
- Peak RF Power: 12kW
- Pulse Width: 250 nsec to 1 usec
- PRF: 500 to 2000 Hz
- Average RF Power: 12W
- Rotating Antenna: 20 rpm
- Radar Package Size: 30.5 cm x 38.1 cm x 38.1 cm
- Antenna Package: 127.0 cm x 48.2 cm x 27.9 cm

- Beam Pattern: 2 x 11 Degrees
- Radar Weight: 46 kg with Radome
- Power: 100-240VAC, 50/60Hz, 300W
- Operating Temp. Range: -40 deg C to 55 deg C
- Operating Wind Range: 0-56m/s (0-125 mph)
- IP Rating: IP56
- Radar MTBF (per Telcordia): >6.4 Years

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## FOR IMMEDIATE RELEASE

### FEEDBACK REQUESTED FOR THE RED LIGHT DEMONSTRATION ON THE RIDGE

MOUNTAIN VILLAGE, COLO. – October 27, 2016 – For the last five years, many residents and visitors have experienced an interruption in cell phone service, specifically during peak times when the overall destination population increases dramatically. In an effort to combat cell service interruptions, the Telluride Ski & Golf Company (TSG), in association with a tower company, is planning to construct and operate a communications tower which would serve multiple cell carriers and could include equipment for public safety communications in accordance with the approved Mountain Village conditional use permit.

This proposed new lattice communication tower would be located on TSG open space on the Ridge near the top of Station St. Sophia, and next to the existing 90-foot KOTO tower. After obtaining the conditional use permit from the Town of Mountain Village, which does not allow lights on the tower, the tower company learned that the Federal Aviation Administration (FAA) requires an eight-inch red light affixed to the tower due to its proximity to the Telluride Regional Airport. In aviation terms, the tower is considered a hazard since it would sit within a certain radius to the airport, so it must be marked appropriately.

But before this new requirement is considered, officials with Mountain Village and San Miguel County have requested a demonstration. Between October 26 and November 7, a temporary story pole standing at 100 feet on the Ridge will include a lighted red light device, satisfying the applicable FAA hazard lighting requirements as to its size and intensity, from dusk to dawn in order to gauge any impacts the light may have on the neighboring communities.

“This tower is about more than communications; it is about the safety of our residents and visitors, which is why Mountain Village Town Council granted TSG the conditional use permit for the tower in August of 2015. This permit included a condition that a light could not be affixed to the tower. Now that it is a requirement of the FAA, TSG informed us for the need to modify their conditional use permit; however, given the impacts and Ridgeline Covenant on this piece of property a lot more information is needed prior to moving forward,” explained Town Manager Kim Montgomery.

Before granting such a modification and after the demonstration period ends, Mountain Village Town Council, Telluride Town Council, and the San Miguel County Board of Commissioners will hold a joint public worksession, date to be determined, to discuss the matter and the findings of the story pole demonstration. San Miguel County enforces the Ridgeline Covenant, which is intended to prevent lighting

-more-

or buildings from extending into the Coonskin View Plane where such improvements would be seen from the Town of Telluride and portions of the Telluride Valley. If it is agreed to move forward, TSG will have to apply and go through the public hearing process to amend the conditional use permit to allow the safety light.

To provide comments about the temporary story pole, please email Planning and Development Services Director Glen Van Nimwegen at [gvannimwegen@mtnvillage.org](mailto:gvannimwegen@mtnvillage.org).

###

**Mountain Village Media Contact:**

Nichole Zangara Riley

970.369.6430 · 970.729.2179 · [nzangara@mtnvillage.org](mailto:nzangara@mtnvillage.org)

[townofmountainvillage.com](http://townofmountainvillage.com) · [facebook.com/townofmountainvillage](https://facebook.com/townofmountainvillage) · [twitter.com/mountainvillage](https://twitter.com/mountainvillage)

**ABOUT MOUNTAIN VILLAGE**

Situated in the heart of the breathtaking San Juan Mountains, Mountain Village was incorporated in 1995 as a home rule municipality. Its founders envisioned a European-style ski-in/ski-out, pedestrian-friendly destination resort that would complement the historic mining town of Telluride. A three-stage gondola transportation system connects the Town of Mountain Village with the Town of Telluride. Situated at 9,500 feet, Mountain Village is comparably a world apart from other resorts: it is innately spectacular, beautifully orchestrated and planned, and overflowing with style, charm and sophistication. For more information, please visit us on the Web at [townofmountainvillage.com](http://townofmountainvillage.com).

**From:** [Tobin Brown](#)  
**To:** [Glen Van Nimwegen](#)  
**Subject:** communications tower  
**Date:** Sunday, October 30, 2016 10:46:39 AM

---

Hi Glen:

I'm writing to express my strong support for moving ahead as quickly as possible with the communications tower on Coonskin. I have lived in the Telluride area for 27 years and worked in the Mountain Village for the last 25 years. I was here when cellular service first became available, and as that service expanded over time, along with the internet, championed the idea that you could live in a remote area and be connected to the wider world. A great premise for the Telluride area-one that allows many of us to stay and manage our lives here.

Yet, over the last few years, communications have gone downhill quickly. Internet speeds have slowed and cell service is now really lame. Calls drop on the way up Lawson Hill into the entrance of Mountain Village. Coverage on the ski hill has gone from adequate to largely unavailable on many areas of the mountain. And if you're an AT&T subscriber, forget it! I know we locally can't control some of these issues, but it is time for our communities to get moving on and/or advocating for more robust communications in this region.

Please move this project along.

Thanks,

Toby Brown

Tobin Brown  
Vice President  
Telluride Real Estate Corp.

EXCLUSIVE AFFILIATE OF  
**CHRISTIE'S**  
INTERNATIONAL REAL ESTATE

o | 970.728.6655  
c | 970.729.0456  
f | 970.728.5480  
e | [tobinbrown5@gmail.com](mailto:tobinbrown5@gmail.com)  
[www.telluriderealestatecorp.com](http://www.telluriderealestatecorp.com)

567 Mountain Village Blvd, Suite 106A  
Telluride, CO 81435

**From:** [Frank Hensen](#)  
**To:** [Glen Van Nimwegen](#)  
**Subject:** Cell Tower Comment  
**Date:** Tuesday, November 01, 2016 5:32:55 PM

---

To Whom it may Concern:

I have been looking at the red light on the story pole that represents the location of the new cell tower. As much as the red light is not welcome the new tower and improved cell service is welcome. Please put me on the list of people in favor of the new tower and improved cell service. We can live with the light.

Thanks,

Frank

Frank Hensen  
President  
Hensen Construction & Development Inc.  
970-729-0056  
[hensen0056@hotmail.com](mailto:hensen0056@hotmail.com)

**From:** [Rick Joos](#)  
**To:** [Glen Van Nimwegen](#)  
**Subject:** Temporary Story Pole with Red Light  
**Date:** Tuesday, November 01, 2016 1:39:39 PM

---

Hi Glen,

I first noticed the red light on the ridge the day before I heard what it was on the KOTO news.

My wife and I live on the east end of Telluride, and can see the light from our house.

It is quite understandable why a new communications tower would benefit the community, though we are not pleased with the light on the ridge. It seems like light from all aspects of the ridge have continued to creep in to the valley in the 17 years that I've lived in Telluride.

We hope that it's possible for the tower to be moved to the south so that the light is not visible from the town of Telluride.

Thank you for your time.

Rick Joos

Sefra Maples



**From:** [Kelly McGinty](#)  
**To:** [Glen Van Nimwegen](#)  
**Subject:** New Cell Tower  
**Date:** Wednesday, November 02, 2016 3:38:38 PM  
**Attachments:** [image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)  
[image008.png](#)

---

Hello,

We desperately need improved Verizon cell service in our area via an additional tower. Thank you for your attention to helping facilitate this matter.

Kelly

**Kelly C. McGinty**  
Broker Associate  
Telluride Real Estate Corp.  
c | **970.708.0936**  
w | [www.TellurideRealEstateCorp.com](http://www.TellurideRealEstateCorp.com)



EXCLUSIVE AFFILIATE OF  
**CHRISTIE'S**  
INTERNATIONAL REAL ESTATE





January 16, 2017

San Miguel County Sheriff's Department  
William S. Masters, Sheriff  
684 County Road 63L  
Telluride, CO 81435

Bill:

As you may know, the Agreement to allow San Miguel County Sheriff's Department to erect, operate and maintain communications equipment on the cell phone Tower at Coonskin Ridge expired on November 30, 2014.


It has also come to our attention that the Tower is over the structural carrying capacity for communications equipment that has been installed. It is my understanding Jeff Proteau has sent you the structural capacity reports for the existing Tower and that you understand the urgency of this situation.

TSG Ski & Golf, as the owner of the Site upon which the Tower is located, is hereby advising you that the Tower will need to be vacated by the Sheriff's Department and associated parties, including the removal of all equipment and cables. Jeff Proteau will be out of Town until January 26, 2017, and he would like to meet with you upon his return to discuss reasonable time-lines for the removal of the equipment and related cables.

As you may also know, TSG is negotiating with Crown Castle for the construction of an additional tower. It is our understanding that this new tower can be designed to accommodate the Sheriff's Department and associated parties' equipment and cables. It is our hope that the Sheriff's Department will begin conversations with Crown Castle to ensure that if Crown Castle's tower is approved, it will be able to accommodate your equipment needs for Coonskin Ridge.

Sincerely,

TSG Ski & Golf

By:   
Bill Jensen, CEO

# ***SAN MIGUEL EMERGENCY TELEPHONE SERVICE AUTHORITY BOARD***

January 25, 2017

Mountain Village Design Review Board,

The San Miguel Emergency Service Authority (SMETSA) is tasked with receiving and processing 911 calls. This includes radio dispatching for public safety for all of San Miguel County.

As you may know SMETSA recently engaged a tower company to build a tower on Specie Mesa to greatly improve and expand the state wide Digital Trunked Radio System (DTRS) for public safety communications in the Norwood Canyon area, the Highway 62 corridor and other areas within the county.

Today we would like to discuss the Coonskin tower that currently serves public safety agencies in the east end of San Miguel County.

These agencies include: San Miguel County Sheriff's Office, San Miguel County Road & Bridge, San Miguel County Public Health, San Miguel County Building Department; Telluride Marshal's Department, Telluride Medical Center; Telluride Fire Protection District (including Emergency Medical Services), Mountain Village Police Department; Colorado State Patrol and Colorado Department of Transportation.

On January 16, 2017, Sheriff Masters received a letter from Telluride Ski and Golf CEO Bill Jensen, who is the owner of the site upon which the current tower is located on Coonskin Ridge. This letter outlines two points. First, the Agreement for the San Miguel County Sheriff's Department to operate and maintain communications equipment on the Coonskin tower expired on November 30, 2014.

Second, based on a recent structural analysis, the Coonskin tower is over the structural carrying capacity for communications equipment that has been installed on it over the years. Mr. Jensen requested the tower needs to be vacated by the Sheriff's Department and associated parties (please refer to list above) including the removal of all equipment and cables.


The equipment and cables that Mr. Jensen is referring to is part of the DTRS 800 radio system, which is used by all public safety in eastern San Miguel County. We currently have an opportunity to move this equipment, as requested, to a new proposed tower at the same location on Coonskin Ridge. This site is the most cost effective and efficient location to cover the greatest area possible. If we were able to remain on the current tower, it would require significant cost to upgrade the 35 year old tower to current building code standards. We can also assume that any refurbishment of the existing tower would require notification to the FAA since it is within range of the Telluride Airport, which would in turn trigger an FAA requirement for a red light on the existing tower.

The other piece of this proposed tower is increased cellular phone coverage for the region, which allows citizens to reach 911 services and benefits public safety response to emergencies.

Based on the above information, SMETSA would request you approve the application to modify the previously approved tower to allow the FAA mandated red beacon.

Thank you for your consideration in this matter.

Respectfully,

  
Chris Broady  
Chair-person

***SAN MIGUEL COUNTY, TOWN OF MOUNTAIN VILLAGE, TOWN OF TELLURIDE,  
TOWN OF NORWOOD, TOWN OF SAWPIT, TOWN OF OPHIR, TELLURIDE FIRE PROTECTION  
DISTRICT, NORWOOD FIRE PROTECTION DISTRICT, EGNAR/SLICKROCK FIRE DISTRICT***

**EMERGENCY 911**

View from Aldasoro



# Photos of Lights at Proposed Facility Location and Height

Photo from Downtown Telluride



# Photos of Lights at Proposed Facility Location and Height

Photo from Gondola Parking



# Photos of Lights at Proposed Facility Location and Height

Photo from Roundabout



# SAN MIGUEL COUNTY

## BOARD OF COMMISSIONERS

HILARY COOPER

KRIS HOLSTROM

JOAN MAY

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February 1, 2017

Honorable Mayor Dan Jansen and Town Council Members  
David Eckman, Chair and members of the TMV Design Review Board

Re: Referral of the Application to Amend the Previously Approved Conditional Use Permit  
For a 100-foot Communication Tower to be located on Tract OSP 49-R proposed by  
Crown Castle and TSG Ski & Golf.

Dear Mayor Jansen, Council Members & Members of the Design Review Board

Based on new information provided this morning from the applicant concerning FAA approval of an alternative lighting system that will only activate when there are aircraft in the area the Board of County Commissioners is sending you this amended letter to reflect this new information, which supersedes our letter to you dated January 27, 2017

Thank you for the referral of this application from your Planning & Development Services Department. This referral is consistent with and in compliance with the referral provisions of the "Ridgeline Covenant" contained in the Stipulated Settlement Order between the TMV, TSG and San Miguel County that was entered into and recorded in September 1999.

The Board of County Commissioners (BOCC) at its regular public meeting held on Wednesday, January 25, 2017 considered making comments on the referral of this application to the Town of Mountain Village. The referred application seeks to amend the previously approved Conditional Use Permit issued in 2015. The pending application seeks to remove the stipulation that prohibited the tower proposed by AT&T from including lights to allow a red beacon as required by the Federal Aviation Administration (FAA). In reviewing this application the BOCC determined that the proposed 100' foot guyed communication tower with a red beacon on top will be visible from and extend into the Coonskin View Plan as described within the Ridgeline Covenant, in apparent violation of the visibility restrictions specified in section 2 of the 1999 recorded covenant.

The BOCC is very concerned with the visual impacts of development and lights on the Coonskin Ridge and with maintaining the integrity and intent of the Ridge Covenant. The BOCC has been advised of the January 16, 2017 letter from Bill Jensen, TSG CEO, to Sheriff Masters advising him of the November 2014 expiration of the 1988 KOTO Coonskin Tower Agreement and that based on structural capacity reports for the existing tower it will need to be vacated by the Sheriff's Department and associated parties, including the removal and of all equipment and cables. The BOCC has also considered the recent letters received from Chris Broady, Chairperson of the San Miguel Emergency Services Authority (SMETSA), and members of the public, stating the importance and need for the new tower to maintain and improve Emergency Radio

P.O. BOX 1170 • Telluride, Colorado 81435 • (970) 728-3844 • FAX (970) 728-3718



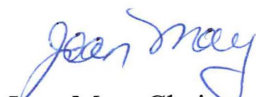
Communications and provide for the community's public safety. Having considered this matter, the BOCC is prepared to not initiate legal action to enforce the Ridgeline Covenant should the Town of Mountain Village approve this application to amend the CUP to allow this proposed communication tower with the FAA required Red beacon subject to the following conditions being imposed on and required of the applicant and/or committed to by the Town of Mountain Village:

1. The applicant, Crown Castle, enters into a legally binding written commitment with San Miguel County to allow the relocation of the State of Colorado's DTRS 800 Radio System equipment located on the existing 90 foot communication tower onto the proposed new 100 foot communication tower in a manner and at locations acceptable to the San Miguel County Sheriff, the Colorado Office of Information Technology, and SMETSA. In addition to amending the previously approved CUP application to remove the prohibition on a light on the new tower it is requested that the Town as a part of this amended application require Crown Castle to provide a new site plan depicting the DTRS 800 Radio System equipment and the proposed site elevations together with the proposed AT&T Antennas together with future colocator antenna array and microwave dishes on a drawing to replace the Proposed Site Elevations, Sheet C-3.1 prepared by Black & Veatch in 2015.
2. The Town of Mountain Village by separate agreement with San Miguel County and/or written resolution formally commits to turn off and discontinue using the "Upper Bank" of lights in the San Sophia Gondola Station, as demonstrated on the evening of January 17, 2017, from dusk to dawn to reduce light spill into the Coonskin View Plane. It is understood that these lights may be turned on intermittently and as needed for maintenance and or repairs, as well as in emergency situations.
3. The applicant, Crown Castle, shall install and utilize an Aircraft Detection Lighting System on Antenna Tower 821994 Telluride as approved by the FAA pursuant to Aeronautical Study No. 2016-ANM-3899-OE issued on 01/19/2017 so that the lighting system on the proposed 100-foot communication tower will only be activated when there are aircraft in the area.

The Board would like to thank the applicant, Mark McGary, Marken Telecom Services, who on behalf of Crown Castle took the initiative to file a formal request with the FAA to utilize an Aircraft Detection Lighting System to operate the required tower lighting as an alternative to the original proposal. It should be noted and understood that in making this decision we do not consider this to establish a precedent or be a routine action when it comes to compliance with and enforcement of the Coonskin Ridgeline Covenant in the future.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

  
Joan May, Chair

cc: Glen Van Nimwegen, TMV Planning and Development Services  
Sheriff Bill Masters  
Greg Clifton, Telluride Town Manager  
Bill Jensen, TSG, CEO  
Jeff Proteau, TSG  
Mark McGary, Marken Telecom Services

[text/word/coonskin.tower.referral.bocc]



Office of the Mayor  
Sean Murphy, Mayor

February 1, 2017

Mr. Glen Van Nimwegen  
Planning & Development Services Director, Town of Mountain Village

Submitted electronically via email to [gvannimwegen@mtnvillage.org](mailto:gvannimwegen@mtnvillage.org)

Dear Mr. Van Nimwegen,

This letter is in response to your request for input on the Crown Castle Communications application to include a red light on the new communications tower that was approved by The Town of Mountain Village Town Council pursuant to Resolution 2015-0423-08.

The Town of Telluride is not a party to the 1999 Development Covenant ("Ridgeline Covenant") between Telski, San Miguel County, and St. Sophia Partners, LLC. However, the Ridgeline Covenant specifies that all applications for development on land that is subject to the Ridgeline Covenant shall be referred to the Town of Telluride for comments regarding compliance with the provisions of the Ridgeline Covenant. The Town of Telluride, and views of the night sky from the Town of Telluride, are impacted by development on the ridgeline. The Town was clearly intended to benefit from provisions of the Ridgeline Covenant, and the comments in this letter are meant to be advisory to the Town of Mountain Village regarding this specific application, as allowed by the Ridgeline Covenant.

It appears that the Federal Aviation Administration (FAA) requires that a red light be located on the approved Crown Castle Communications tower, contrary to the requirements of the initial Town of Mountain Village Conditional Use Application approval. The simulation of installing a red light near the proposed location of the new Crown Castle Communications tower in November of 2016 verified that the red light will be visible from the Town of Telluride, in violation of the Ridgeline Covenant requirement that "all structures, improvements, and lighting on the Ridgeline Properties shall be constructed, operated, and maintained so that they shall not be visible from or extend into the View Plane..."

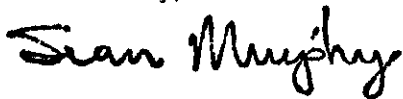
The proposed Crown Castle Communications tower has the potential to offer increased communications access for the region, in the form of additional space for telecommunications equipment. The new tower may also serve as a location for emergency services and law enforcement communications equipment, which is currently located on a tower that cannot structurally support the equipment. The Town of Mountain Village has also indicated that in connection with the proposed installation of the red light on the tower, the lights emanating from the St. Sophia Gondola Station could be reduced, in consideration of the community's concern about lighting in the night sky.

These potential benefits of the tower must be balanced with the clear language of the Ridgeline Covenant that prohibits additional illuminated structures on the Ridgeline. A balance could perhaps be reached if the proposed benefits of the tower—guaranteed communication co-location, future maintenance and upgrade potential for all emergency service and law enforcement providers—are documented and formally agreed upon as conditions of approval of the proposed red light on the tower.

We learned today that the FAA will allow an Aircraft Detection Lighting System to be used in this location, which would turn on the red light only when aircraft is in the area. We request that this technology be a requirement of any approval of the red light. In addition, we believe a legal requirement to reduce the existing illumination of the St. Sophia Gondola Station is an important component to any possible compromise to permit the red light on the tower.

This is a difficult decision, and one that we hope you will make in a manner that balances the public needs for enhanced communication infrastructure with the important considerations outlined in the Ridgeline Covenant, which were meant to protect the unique viewshed in Telluride and our region.

Sincerely,

A handwritten signature in black ink that reads "Sean Murphy". The signature is written in a cursive, slightly slanted style.

Sean Murphy  
Mayor, Town of Telluride

Cc: Steven Zwick, San Miguel County Attorney  
Mike Rozycki, San Miguel County Planning Director

Dear Mayor Jansen and members of the Town Council, and Chairman Eckman and members of the Design Review Board,

My name is Ramesh Cherukuri and I am writing today to comment on your consideration of an application for a new radio/cell tower on Coonskin Ridge adjacent the Ridge project.

I am a long time investor and property owner in Telluride and Mountain Village with investments going back to the Doral Hotel days. I currently own lots 893A and 92 in the Village core and most importantly as far as the subject of this letter is concerned the majority owner of the zoned units in the Ridge project.

Through my LLC Coonskin Cabin Lot LLC I own Lot 161A-R2 and Open Space Tract 161-R3 that are immediately adjacent to the proposed new tower access road that is proposed for access to the new tower.

I wish to first make clear I do not oppose the new tower, but I do have serious questions and concerns about the proposed new access road.

A bit of history;

The Ridge project has had a very long term and satisfactory relationship with our neighbor the Cookskin radio tower dating back to the inception of the Ridge project.

We have operated under a simple, rather generic maintenance access agreement with the various owners of the tower over the years.

In 2015 we had negotiated and we thought had reached agreement for a new long term, 30 year agreement, with ATT for construction and continued maintenance of the new tower.

That agreement was suddenly dropped and consequently there is no current access agreement.

My concerns are as follows:

1. Access Road Location. It is unclear EXACTLY where the proposed new access road is to go in relation to Lot 161A-R2 and OS Tract 161R-3. Greg Pope, the President of the

Ridge HOA, was told a current survey would be provided clearly showing the lot lines for the Ridge properties and the proposed new road but then was later told the survey would have to wait until Spring. My concern is that if the new tower and access road are approved that there will be no disturbance of the above property.

2.Tree Removal. It seems in order to build the access road a LOT of trees will have to be removed. Those trees form the backdrop and screening for the approved and planned development of Lot 161A-R2. We don't wish to see them removed, any of them. But since we are not aware of an existing survey of the proposed tree removal we don't really know what the scope of the tree removal might be and how it might affect Ridge property. Does such a survey exist and if so was it provided to Ridge owners?

Finally I would respectfully ask you to consider if a new access road is really necessary. Given the concerns I have outlined above and when alternative access is available Ridge property as it has been for years, what's the point?

If accommodations for one time construction access need to be made we're happy to discuss those accommodations and are confident we can make it work.

Sincerely.  
Ramesh Cherukuri  
15 Davis Drive  
Saginaw, MI 48602  
[rcherukuri@aol.com](mailto:rcherukuri@aol.com)  
989.928.0360



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

**TO:** Town Council  
**FROM:** Sam Starr, Planner  
**FOR:** Meeting of February 16, 2017  
**DATE:** February 10, 2017  
**RE:** Letter of Support for EcoAction Partners and 3xm Grinding and Compost LLC RREO Grant Applications

**ATTACHMENTS**

**Exhibit A:** Proposed Letter From Town of Mountain Village  
**Exhibit B:** RREO Fund Information  
**Exhibit C:** Additional Letters

**OVERVIEW**

EcoAction Partners is seeking letters of support for a Recycling Resources Economic Opportunity Grant to bolster regional composting infrastructure. Additionally, Keith and Kirt Mautz (dba 3xm Grinding and Compost) are also seeking grant funds from the same source to bolster commercial composting at their facility in Olathe, CO. Given the popularity of festivals and increased summer activities that occur in the Mountain Village and Telluride areas, this need for composting infrastructure is more pressing for our municipality than ever. By providing EcoAction partners with the requested funds, the CDPHE will give critical support for small-scale local and regional efforts in composting. Granting approval of the Mautz's request for funding will also greatly aid in establishing a strong commercial processing and composting hub for the region.

2/16/17

Eric Heyber, Grant Program Administrator  
Recycling Resources Economic Opportunity Grant Program  
Colorado Department of Public Health and Environment  
Denver, CO  
81241

Dear Mr. Heyber:

The Town of Mountain Village wishes to express our unwavering support for the Telluride EcoAction Partner's grant application to the Colorado Department of Public Health and Environment (CDPHE) for the advancement of regional composting efforts. In addition, we offer the same level of support to the Mautz's (dba 3xm Grinding and Compost LLC) application for approval of a Class 2 composting hub facility in Olathe, Colorado.

We are grateful for the funding and efforts that the CDPHE offer, and understand the vital role that the grant programs play in addressing the disparity of recycling/compositing opportunities for rural Colorado. This very issue of availability impacts all of Montrose, Ouray, and San Miguel counties, and it is why we ask that you reward EcoAction Partners, and Kirt and Keith Mautz with the requested funds.

Through the Sneffels Waste Diversion Planning Project it was established that there are no commercial composting facilities available within either Ouray or San Miguel County. Given the popularity of festivals and increased summer activities that occur in the Mountain Village and Telluride areas, this need for composting is more pressing for our municipality than ever. By providing EcoAction partners with the requested funds, the CDPHE will give critical support for local efforts in composting. Granting approval of the Mautz's request for funding will also greatly aid in establishing a strong commercial processing and composting hub for the region.

As a town that is invested in seeing the entire region succeed, we ask that to give these grant applications every consideration so that the Telluride EcoAction Partners and 3xm Grinding and Compost may continue their work to bring about the composing infrastructure that Southwest Colorado so desperately needs.

Thank you for your time and consideration.

Regards,

Dan Jansen  
Mayor, Town of Mountain Village  
310-710-9540  
djansen@mtnvillage.org





**COLORADO**  
Department of Public  
Health & Environment

## Recycling grants

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[Back to recycling grants and rebates](#)

Building Opportunities to Maximize Waste Diversion and Create Jobs in Colorado

[Go directly to the Request for Applications document.](#)

[Answers to Written Inquiries RFA #5253, Round 1.](#)

The purpose of this Request for Applications (RFA) is to fund implementation projects that lead to new opportunities to increase waste diversion as well as to create jobs. Projects may focus on recycling, composting, waste minimization, anaerobic digestion, repurposing, or reuse for a wide variety of materials. Proposals should meet one or more of the following objectives (in no particular order):

- Establishing or improving programs or methods that divert materials from landfills, which may include material recycling or reuse for various materials or products, and composting;
- Leveraging regional partnerships to maximize economies of scale;
- Developing best practices in recycling, composting, waste minimization and diversion, reuse, and repurposing;
- Implementing proven diversion methods through Pay-As-You-Throw (PAYT), market incentives, contracting, municipal ordinances, or other mechanisms;
- Improving market research and collecting data to identify opportunities for increased waste diversion;
- Providing data on quantities of recyclables in order to set goals, track progress, and support new or expanded market development;
- Providing detailed economic information on the impacts of recycling and material reuse in Colorado;
- Educating and informing the general public about waste diversion.

A total of \$1.8 million is available to fund multiple projects.

### Schedule of Activities/Timeline

Timeline		Time	Date
1.	RFA Published	5:00 PM MST	January 4, 2017
2.	Q&A Round 1: Deadline for applications to submit written inquiries.	3:00 PM MST	January 18, 2017
3.	Q&A Round 1: Answers to written inquiries published.	5:00 PM MST	January 23, 2017
4.	Q&A Round 2: Q&A Round 2: Deadline for applicants to submit written inquiries prior to pre-application conference.	3:00 PM MST	February 1, 2017
5.	Pre-Application Conference ( <i>responses to Q&amp;A Round 2 will be shared</i> ). <b>REVISED START TIME.</b>	1:00 PM - 4:00 PM MST	February 8, 2017
6.	Minutes from pre-application conference published.	5:00 PM MST	February 10, 2017
7.	Q&A Round 3: Deadline for applicants to submit questions not addressed at the pre-application conference.	3:00 PM MST	February 17, 2017
8.	Q&A Round 3: Answers to written inquiries published.	5:00 PM MST	February 22, 2017
9.	<b>Application submittal deadline.</b>	<b>3:00 PM MST</b>	<b>March 3, 2017</b>
10.	Review committee issues questions to finalists via email, if applicable.	5:00 PM MST	April 12, 2017
11.	Deadline to respond to questions from the review committee, if applicable.	3:00 PM MST	April 19, 2017
12.	Estimated Notification of Award.	N/A	May 1, 2017
13.	Estimated contract start date.	N/A	July 1, 2017



# **Bruin Waste Management**

**PO Box 630**

**Naturita, Colorado 81422**

**970-864-7531**

**800-559-2149**

Date 2-2-17

Eric Heyboer, Grant Program Administrator  
RREO Grant Program  
Colorado Department of Public Health and Environment  
Denver, Co. 81241

RE: Mautz Brothers' 3XM LLC – Recycling Resources Economic Opportunity Grant Application

Dear Mr. Heyboer:

Bruin Waste Management, owned and operated out of Naturita, Colorado, provides curbside, residential waste and recycling services throughout San Miguel, Montrose, San Juan and Ouray Counties. With 28 trucks, we service over 12,000 accounts.

Bruin Waste Management holds Municipal Contracts with Silverton, Ridgway, Telluride and Mountain Village. The contracts with the Town of Telluride and The Town of Mountain Village have provisions for curbside and central collection points for compostable material. We also service all Festivals in Telluride, Colorado. These festivals produce large amounts of compost. In many ways it would be beneficial to deliver these compostable materials to the expanded facility being proposed by Mautz Brothers' LLC composting, sorting and operation in Olathe. This is a function badly needed in our region. Initially we project delivering up to 5 tons, with that tonnage possibly increasing as our business expands.

We have been working with the Mautz Brothers for 2 years. We believe they have the expertise to develop their proposed facility into a regional asset which benefits many citizens in our rural region. For these reasons we strongly support 3XM's RREO grant application.

Sincerely yours,

Chris Trosper  
Bruin Waste Management



# United Produce Company



P.O. Box 628  
Delta, CO 81416

Dick Morfitt, Prop.  
Cell 970-216-0082

970-874-7513  
Fax 970-874-9316  
United.Beanery@gmail.com

February 3, 2017

Eric Heyboer, Grant Program Administrator

RREO Grant Program

Colorado Department of Public Health and Environment

Denver, Co. 81241

RE: Mautz Brothers' 3XM LLC – Recycling Resources Economic Opportunity Grant Application

Dear Mr. Heyboer:

I strongly support the Mautz Brothers' grant request to develop a badly needed collection, sorting, processing and recycling "hub" in this area. By emphasizing green waste and discarded wood products it is geared to benefit the agriculture segment of our economy. The outcome will be an affordable compost which will compete pricewise with chemical fertilizers. In the process, with the help of this grant, 3XM LLC will be able to tackle the ongoing challenges of delivering and applying compost that many of us face. Finally, this endeavor will generate new jobs -- something that is in short supply here in the Delta/Montrose area.

I am directly affected by the outcome of this effort. My farming operation raises 4 (crops) on 900 acres. I have been in business for 35 years, and am well aware of the need for alternative fertilizer and a way to apply it. I expect this new operation to not only enhance yield, but reduce water usage and develop better soil health – big challenges faced by myself and the broader agricultural community.

The Mautz Brothers have a proven production record in this area. There are no local businesses that have the equipment, know how or track record to handle the volumes of compost expected to come from this project. Also there are no local businesses that have made the investments the Mautz brothers have already made to create a recycling hub (by purchasing land, for example). Their enthusiasm, work ethic, and know how, combined with the State's financial support, should make this a win-win all the way around by matching the State's objectives with local need.

Sincerely,

Ken Charles  
DOLA Field Representative  
Fort Lewis College  
1000 Rim Dr.  
Durango, CO 81302

Dear Mr. Charles:

Please accept our letter of support for San Miguel County's grant request for enhanced facilities within the Sheriff's Public Safety building located in the Ilium Valley. The plans include construction of two protective custody pods to house individuals with intoxication and/or mental health issues when they may pose a danger to themselves or others. This will keep these individuals isolated from the general jail population and avoid long travel time to the nearest detox center. The new pods will have an additional observation room for EMTs to monitor these individuals.

An updated emergency operations center is slated as a central command and control facility to support emergency preparedness and emergency management endeavors. A training center for public safety response and preparedness will be included, as well as a command staff conference room.

These enhanced facilities are urgently needed for public safety in our remote mountain location. We need the resiliency they will provide our communities in the event of an emergency incident. The increased safety they will offer the staff and inmates within the facility are of paramount importance.

Thank you for your consideration of this grant request. The project has our complete support.

Sincerely,

Agenda item: 16

# Memo

To: Town Council

From: James Mahoney

Date: February 9, 2017

Re: Open Burning Insurance Requirements

---

Town Council has asked us to hold a work session regarding insurance requirements for open burning. Currently the requirement is for a Five Million Dollar policy. However, we have had certain instances in the winter and associated with special events where Council has approved a burn with a One Million Dollar per occurrence and Two Million Dollar in aggregate policy.

Town Council should consider and give staff direction as to how they would like to see the policy rewritten. Should it be Five Million Dollars for your typical burn during non-winter months and a lesser policy for winter months associated with special events where the risk is less? Should the requirements remain the same with specific ability to reduce given extraordinary circumstances?

Please consider and provide guidance.



**TOWN OF MOUNTAIN VILLAGE COLORADO**

**TOWN MANAGER**

**REQUEST FOR PROPOSAL**

**TOWN OF MOUNTAIN BENCHMARKING STUDY**

**IMPORTANT DATES:**

<b>Date Issued:</b>	<b>March 4, 2016</b>
<b>Pre-Proposal Conference or Site Visit:</b>	<b>March 16, 2016 11:30 am – 1:30 p.m. Town Hall Conference Room 455 Mountain Village, Blvd., Suite A Mountain Village, CO 81435</b>
<b>Pre-Proposal Questions Deadline:</b>	<b>March 23, 2016</b>
<b>Town Response to Questions Due:</b>	<b>March 30, 2016</b>
<b>Proposal Due:</b>	<b>April 7, 2016</b>

**Kim Montgomery  
455 Mountain Village, Blvd., Suite A  
Town of Mountain Village**

**Mountain Village, CO 81435  
[kmontgomery@mtnvillage.org](mailto:kmontgomery@mtnvillage.org)  
970-369-6411**

## Section 1: Introduction and Overview

### 1.1. Request for Proposal:

When the Town of Mountain Village Colorado, a political subdivision and quasi-judicial district of the State of Colorado (the “Town”), requires the specialized skills, knowledge, resources and services of private contractors or consultants to complete complex studies, to develop or revise procedures, to conduct audits or to provide a specialized product it seeks proposals from qualified and financially sound persons, organizations or other business entities (“**Respondents**”).

### 1.2. Requesting Department:

Town Manager

### 1.3. Project Name:

Town of Mountain Village Benchmarking Study

(the “Project”)

### 1.4. Purpose of Solicitation:

Compare the Town of Mountain Village’s business processes, cost levels for providing town services and best practices to other similar resort towns including Aspen, Avon (Beaver Creek), Breckenridge, Crested Butte, Mt. Crested Butte, Jackson WY, Park City, UT, Snowmass Village, Steamboat Springs, Sun Valley, ID and Telluride.

The Town intends to award a contract to the most responsible and responsive Respondent for the services sought.

This proposal process is subject to and shall comply with all requirements of Section 6 of the Town of Mountain Village Procurement Manual as Amended and Adopted by Town Council January 20, 2011. For more information about the RFP process, see the Town Procurement Manual.

### 1.5. Scope (Statement ) of Work:

- Identify departments that can be compared. Aggregate some departments and split some for proper comparisons.
- Identify exceptional issues that must be considered when viewing results (local medical centers vs. regional hospitals, police vs. county sheriff, road length and complexity, oversee rental housing or not, etc.) Use private sector data for comparison when comparable public data is not available (day care, broadband, etc.)
- Compare staffing
- Full Time Equivalents (FTE’s) per 100 residents
- FTE’s per 100 visitors



- FTEs per department
- Compare budgets
- Total budget per 100 residents
- Comparable department budget per 100 residents
- Total budget per 100 visitors
- Comparable department budget per 100 visitors
- Compare capital budgets per 100 residents
- Compare capital budgets per 100 visitors
- Total debt
- Number of debt issues
- Credit ratings
- Revenues and expenses per capita
- Net operating revenues and expenses
- General Fund balance
- Compare equipment and vehicle assets
- Compare other data that may have a bearing on expenses
- Number of full-time vs. second homeowners
- Amount of snowfall
- Amount of trash per resident
- Amount of recycling per resident
- Total utility customers
- Total sales tax vendors
- Total business licenses issued
- Interview MV Town Manager, certain department managers
- Interview residents who often express views on these topics
- Hold one or more public comment sessions
- Encourage study to identify anecdotal best practices from other resort towns

**Out of Scope**

- Specific employee compensation comparison (already complete)
- Employee benefits (CAST study already completed)
- Gondola operations (none other comparable)

1.6. Proposal Schedule:

The following dates and deadlines are considered the “Proposal Schedule” of the Project.

Day	Date	Deadline
Wednesday - Thursday	March 9-15, 2016	Public Notice Published in <i>The Watch</i> Newspaper
Wednesday	March 16, 2016; 11:30 am – 1:30 pm	Mandatory Pre-Proposal Conference Meeting
Wednesday	March 23, 2016	Pre-Proposal Questions Deadline

Wednesday	March 30, 2016	Response to Questions Available
Thursday	April 7, 2016; 11:00 a.m.	Sealed Proposals Due/ Proposal Opening
Monday	April 25, 2016	Benchmarking Committee Proposal Award Discussion and Selection
Monday	May 9, 2016	Complete Contract Signed
Tuesday	May 10, 2016	Contract Begins

Please note that this Proposal Schedule is subject to change.

1.7. Pre-proposal Information:

Questions regarding the Request for Proposal, the proposal process, and the program specifications shall be in writing and filed with Kim Montgomery as set forth above. Questions shall be submitted on or before the Pre- Proposal Questions Deadline.

Town representatives will not conduct private or unilateral consultations with **Respondents** prior to the receipt of proposals.

1.8. Pre-proposal Meeting - Site Visit:

There is a mandatory site conference at Town of Mountain Village Town Hall, 455 Mountain Village Blvd., Suite A, Mountain Village, CO 81435 in the Town Hall Conference Room that all **Respondents** must attend in order to be pre-qualified. It shall be assumed that the **Respondent** is familiar with the project, existing site conditions, including residential areas, access tracts and winter challenges. It will also be assumed that the **Respondent** has a clear understanding of the specification requirements.

1.9. Submission Deadline

Respondents shall submit a sealed proposal ("**Proposal**") to the Mountain Village – Town Hall c/o Kim Montgomery 455 Mountain Village Blvd., Suite A, Mountain Village, Colorado 81435, on or before the date and time as indicated in the **Proposal Schedule**. On the date the sealed proposals are due, all received proposals will thereafter be publically opened and read aloud. The results will thereafter be referred to the Benchmarking Committee comprised of Mayor Jansen, Council member Dan Caton, Town Manager, Kim Montgomery, Finance Director Kevin Swain and Human Resources Director Sue Kunz for negotiation and contract approval.

1.10. Proposal Copies and Conditions

One (1) signed copy of the **Proposal** shall be submitted on the forms prepared for the **Project** and shall be enclosed in a sealed envelope bearing the name of the **Respondent** and the name of the **Project**. The **Proposal** shall be delivered by the time and to the place stipulated in this **Request for Proposal**. It is the **Respondent's** sole responsibility

to see that its **Proposal** is received on time. Any **Proposal** received after the scheduled closing time for receipt of **Proposals** will be returned to the **Respondent** unopened.

The **Respondent** shall furnish a complete **Proposal**, including a price for all **Proposal** items in the **Proposal**. The failure to submit a complete **Proposal** shall render the **Proposal** incomplete and may cause it to be rejected.

1.11. Evaluation of RFP

An Evaluation Committee will review the merits of Proposals received in accordance with the evaluation factors stated in the RFP. The recommendation of the Evaluation Committee will be forwarded to the Town Manager for review and approval.

The sole objective of the Evaluation Committee will be to recommend the Proposal that is most responsive to the Town's needs, within available monetary resources. The specifications within the RFP represent the minimum performance necessary for response.

1.12 Letter of Intent

The Town Manager shall issue a Letter of Intent to the successful **Respondent**. The Town shall also notify all unsuccessful **Respondents**, in writing, as to the outcome of the evaluation process. The evaluation factors, points, Evaluation Committee member names and completed evaluation summary and recommendation report shall be made available to all interested parties after the Letter of Intent has been issued by the Town.

1.13. Length of Anticipated Contract

Subject to termination clauses as provided for in contracting documents (the "**Contract**") for the **Project**, the term of this **Project** shall be beginning May 10, 2016 and completed by August 7, 2016.

1.14. Execution of the **Contract**

The **Respondent** that is awarded the **Project** based on its submitted **Proposal** will be notified by the Town and **Contract** negotiations will commence immediately thereafter.

1.15. Right of First Refusal

The Town reserves the right to reject any or all **Proposals**, to waive any minor irregularities in this **Request for Proposal** or the **Proposal** and to make awards in the best interest of the Town.

1.16. Contact Information

The Town's lead contact person for this **Proposal** is:

Kim Montgomery, Town Manager

The Town's secondary contact person for this **Proposal** is:

Kevin Swain, Finance Director

All **Respondents** shall provide an authorized contact person in their **Proposal** and, at the discretion and direction of the Town, respond to requests for information or clarification concerning the submitted **Proposal**.

## **Section 2: Services**

### 2.1 Work to be Done

The **Respondent** shall furnish all the expertise, administrative support, labor, materials, equipment, vehicles and supplies necessary for, or appurtenant to, the provisions of:

#### A. Primary Duties:

- All expenses associated with site visits
- Provide materials and labor necessary to execute the scope of work
- Provide lodging necessary for completion of work
- Agree to contract in a form acceptable to Town of Mountain Village
- Before execution of contract, provide proof of current Town of Mountain Village business license

### 2.2 Party Responsibilities:

#### A. Town Responsibilities

The responsibilities of the Town include, but are not limited to:

- Developing an evaluation format of the respondents
- Determining committee involvement
- Setting up Contract negotiations
- Providing Town of Mountain Village data for completion of the scope of the study

#### B. **Respondent** Responsibilities

The responsibilities of the **Respondent** include, but are not limited to:

- Work to be completed
- Listing of items to be furnished

- Schedule of activities
- Completion date of the Project
- Personnel to be utilized

### 2.3 Reporting Requirements

The **Respondent** shall provide **Project** updates and status reports on a monthly basis from the date the Contract is signed until the date of Project completion.

### 2.4 Management, Administration and Operations

The **Respondent** shall provide the necessary management and administrative personnel whose expertise will assure efficient operation of the services herein specified. All facilities, equipment, supplies and services required in the operation of the service shall be furnished by the **Respondent**, unless specifically identified in this document to be contributed by the Town. The **Respondent** agrees to perform all work outlined in such a manner as to meet all accepted standards for safe practices during operations. The **Respondent** shall comply with all local, county, state, federal or other legal requirements, including, but not limited to, full compliance with the terms of all applicable Occupational Safety and Health Administration safety orders, and shall at all times protect all persons including employees and agents of the Town, vendors and members of the public or others from foreseeable injury or damage to their property.

## Section 3: Insurance & Other Policy Requirements

### 3.1. Introduction

On or before the start date of the Contract between the Town and the **Respondent**, the Town must receive from the **Respondent** certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of all insurance policies applicable to this **Request for Proposal**.

The certificate of insurance provided to the Town shall be completed by the **Respondent's** insurance agent as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Contract. No other form of certificate shall be used. The certificate shall identify the Contract and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The completed certificate of insurance shall be sent to:

Town of Mountain Village  
ATTN: Finance Director  
455 Mountain Village Blvd, Suite A  
Mountain Village, Colorado 81435

The policies required by this **Request for Proposal** shall be endorsed to include the Town, its officers, agents and employees as additional insured. Every policy required by this **Request for Proposal** shall be primary insurance, and any insurance carried by the Town, its officers, agents and employees or carried by or provided through any insurance pool of the Town shall be excess and not contributory insurance to that provided by the **Respondent**. No additional insured endorsement to the policy required by this **Request for Proposal** shall contain any exclusion for bodily injury or property damage arising from completed operations. The **Respondent** shall be solely responsible for any deductible losses under any policy required by this **Request for Proposal**.

Failure on the part of the **Respondent** to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of the Contract upon which the Town may immediately terminate the Contract or, at its discretion, Town may procure or renew any such policy or any extending reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by **Respondent** to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to **Respondent** from the Town.

The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations (presently \$150,000 per person and \$1,000,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as amended from time to time, or otherwise available to the Town, its officers, agents or its employees.

### 3.2. Indemnification

The **Respondent** shall agree to indemnify and hold harmless the Town, its officers, employees and insurers from any and all liability, claims and demands, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the services to be performed by the **Respondent**, if such injury, loss or damage is caused by the negligent act, omission or willful misconduct of the **Respondent**, any subcontractor of the **Respondent** or any officer, employee, representative or agent of the **Respondent**. The **Respondent** agrees to investigate, handle, respond to and to provide defense for and defend against any such liability, claims or demands at the sole expense of the **Respondent**. The **Respondent** also agrees to bear all other costs and expenses related

thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

### 3.3. Insurance

The **Respondent** shall procure and maintain, and shall cause any subcontractor of the **Respondent** to procure and maintain, the minimum insurance coverage listed herein. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained to cover all liabilities, claims, demands and other obligations assumed by the **Respondent**. In the case of any claims made on the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

**Worker's Compensation Insurance.** The **Respondent** shall provide Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under the Contract. **Respondent** shall provide Worker's Compensation Insurance to cover obligations imposed by applicable insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS disease-each employee. Evidence of qualified, self-insured status may be substituted for the Worker's Compensation Insurance requirements of this paragraph.

**General Liability Insurance.** The **Respondent** shall provide General Liability Insurance with the minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises, services and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

**Automobile Liability Insurance.** Respondent shall provide Comprehensive Automobile Liability Insurance with minimum, combined, single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence with respect to each of the Respondent's owned, hired or non-owned vehicles assigned to or used in the performance of services. The policy shall contain a severability of interest's provision.

## Section 4: Necessary Information from Respondents

### 4.1. Introduction

**Respondents** must establish their qualifications and capabilities to provide the requested services. The strength and experience of the **Respondent** in developing and operating such services, as well as the **Respondent's** reliability and fiscal stability, must be

demonstrated. Prospective **Respondents** must meet the minimum qualifications set forth below to be considered eligible to compete for the Project.

4.2. Basic Submittal Content Requirements

Each **Respondent** is required to supply the following information. Additional sheets may be attached, if necessary. If requested by the Town, the **Respondent** shall furnish a notarized financial statement, references and other information sufficiently comprehensive to permit appraisal of its current financial condition.

**Respondent:**

1. Company Name  
\_\_\_\_\_
2. Address  
\_\_\_\_\_
3. Telephone \_\_\_\_\_
4. Type of Entity: Individual ( ) Partnership ( ) Corporation ( )
5. Entity organized under the laws of the State of \_\_\_\_\_
6. Names and Titles of all officers of the firm:  
\_\_\_\_\_  
\_\_\_\_\_
7. Number of years of experience \_\_\_\_\_ (insert appropriate industry experience.)
8. Other services of this nature within the last five (5) years. Please include the following information: Contract Type, Period of Contract, Contract Amount, Name of Owner/Entity, Name and Phone Number of Owner's Representative:  
\_\_\_\_\_  
\_\_\_\_\_
9. Person(s) assigned as liaison for this Proposal and this Contract. (Please attach resume. If more than one person, please attach a resume for each person listed.)  
\_\_\_\_\_  
\_\_\_\_\_



**Respondent's Subcontractors:** (Please complete one sheet for each subcontractor)

1. Company Name  
\_\_\_\_\_
2. Address  
\_\_\_\_\_
3. Telephone \_\_\_\_\_
4. Type of Entity: Individual ( ) Partnership ( ) Corporation ( )
5. Entity organized under the laws of the State of \_\_\_\_\_
6. Names and Titles of all officers of the firm:  
\_\_\_\_\_  
\_\_\_\_\_
7. Number of years of experience \_\_\_\_\_ (insert appropriate industry experience.)
8. Responsibilities of Subcontractor:  
\_\_\_\_\_  
\_\_\_\_\_
9. Other services of this nature within the last five (5) years. Please include the following information: Contract Type, Period of Contract, Contract Amount, Name of Owner/Entity, Name and Phone Number of Owner's Representative:  
\_\_\_\_\_  
\_\_\_\_\_
10. Person(s) assigned as liaison for this Proposal and this Contract. (Please attach resume. If more than one person, please attach a resume for each person listed.)  
\_\_\_\_\_  
\_\_\_\_\_

4.3. **Respondent's Statement**

TO: THE TOWN OF MOUNTAIN VILLAGE  
MOUNTAIN VILLAGE, COLORADO

The undersigned **Respondent** hereby proposes to furnish all labor, material, equipment, tools and services necessary to perform all work required under the Town entitled:

REQUEST FOR PROPOSALS  
TO PROVIDE  
TOWN OF MOUNTAIN VILLAGE

In accordance with the intent of said specifications, plans and all addenda issued by the Town prior to opening of proposals:

**Respondent** agrees that, as soon as practical after notice of award and Contract negotiations have been completed it shall execute a Contract.

**Respondent** further agrees to complete all work required under the Contract within the time stipulated in said specifications, and to accept in full payment therefore the price named in the Proposal Schedule.

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Respondent**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Town of Mountain Village**  
**HUMAN RESOURCES DEPARTMENT**  
**Biannual Report to Town Council**  
August 2016 – January 2017

We make Mountain Village a great place to live, work & visit.

**HUMAN RESOURCES STAFF:**

Sue Kunz, HR Director

Corrie McMills, HR Coordinator

**SUMMARY**

- No increase to medical premiums for 2017
- Few worker's compensation claims and low claims costs resulted in a MOD rate of .75 and \$71,434 savings
- Achieved worker's compensation Cost Containment Certification resulting in an additional \$11,400 savings
- Received the annual CIRSA Loss Prevention Award for low property & casualty claims/ claims costs
- CIRSA Loss Control Audit Score: 99%
- The Employee Housing Program, developed by the HR Coordinator, provides six furnished housing units for up to twelve seasonal TMV employees at Village Court Apartments. All upfront furnishing costs have been recovered and have a reserve of \$3400.
- Drug testing is being conducted in house resulting in quicker results, more flexibility, employees starting work sooner

**DEPARTMENT GOALS**

1. Administer and enforce town policies in compliance with state/federal laws and town goals
2. Assure compliance with the town's drug & alcohol policies in compliance with DOT regulations
3. Promote the town's commitment to environmental sustainability to employees and applicants.
4. Prepare and stay within the HR department's approved budget.
5. Maintain accurate personnel files in compliance with the Colorado Retention Schedule and ensure accurate information for payroll
6. Assist management with timely and lawful recruitment processes to maintain proper staffing levels and reduce turnover.
7. Oversee the Safety Committee, workers compensation, and safety programs to provide a safe workplace and minimize workplace injuries
8. Administer attractive benefits and compensation package to attract and retain high-performing, well-qualified employees
9. Assist management with evaluating staff, performance documentation and conducting performance reviews. Assist with succession planning.
10. Coordinate staff training, professional development and employee appreciation/recognition opportunities.

**PERFORMANCE MEASURES**

**1. Policy Administration**

Annually update employee handbook, policies & procedures, and housing allowances. Continue ongoing communication/training with MSEC, CIRSA, and Pinnacol regarding policies & procedures. Review unemployment claims, workers compensation claims, and personnel actions

- Fair Labor Standards Act (FLSA) changes have been delayed through June 2017. Future changes could impact exempt status for four town employees
- Pinnacol approved a decrease in work comp rates
- Affordable Health Care Act (ACA) reporting compliant with 2017 regulations.

- The 2017 minimum wage rate for Colorado is \$9.30 per hour. The new rate will take effect January 1, 2017. Colorado also passed an initiative that will raise the minimum wage incrementally every January 1 until it reaches \$12 an hour on January 1, 2020.
- The Colorado Pregnant Workers Fairness Act may require an employer to provide reasonable accommodations to pregnant women if doing so would not cause an undue hardship. New posting and notification requirements.
- Employee handbook changes are attached for approval

## 2. Drug & Alcohol Testing Compliance

Complete pre-employment testing for all new hires; ensure random, reasonable suspicion, and complete post-accident testing as appropriate with all associated paperwork in compliance with the DOT and non-DOT policies; conduct required training for employees and supervisors. Oversee on site drug and alcohol testing collection.

- Drug testing is being conducted in house resulting in quicker results, more flexibility, employees starting work sooner and a 2016 savings of \$3200 in drug testing costs. HR Coordinator is collector certified.
- All required drug testing and reporting is current. Required training is completed.
  - DOT Reasonable Suspicion Training for Supervisors – June 29, 2016 & October 5, 2016
  - DOT Effects of Drugs & Alcohol – May 16, 2016 & November 14, 2016
- Drug & Alcohol Policy- Safety Sensitive Employees updated and approved by town council on February 19, 2015
- Drug & Alcohol Policy – Non-Safety Sensitive Employees updated and approved by town council on February 19, 2015

DRUG & ALCOHOL TESTING														
positive tests	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
marijuana	1	2	3	2	1		2	2	2	2	8	5	4	4
opiates			1											
cocaine							1				1	1	1	1
amphetamines														1
total	1	2	4	2	1	0	3	2	2	2	9	6	5	6

## 3. Environmental Stewardship

Provide ongoing employee education, policies and programs to encourage a culture of responsible environmental stewardship in employee orientations, recruiting, and monthly newsletters.

- All town job descriptions include environmental measures to reinforce the town's commitment to responsible use of electricity, natural gas, fuel, paper, water and chemicals.
- The town's commitment to environmental stewardship (green gondola, zero waste, recycling) is being promoted in new hire orientation and HR newsletters
- HR forms, policies and handbooks are available electronically significantly reducing paper.

## 4. Fiscal Responsibility

Department year end expenditure totals do not exceed the adopted budget. Actively seek opportunities to optimize financial costs when making decisions.

- Reduced HR budget by 5% due to reduced workers compensation costs, conducting drug testing in-house, and no increase to medical premiums

## 5. Maintain all employee files in accordance with the record retention schedule and audit compliance.

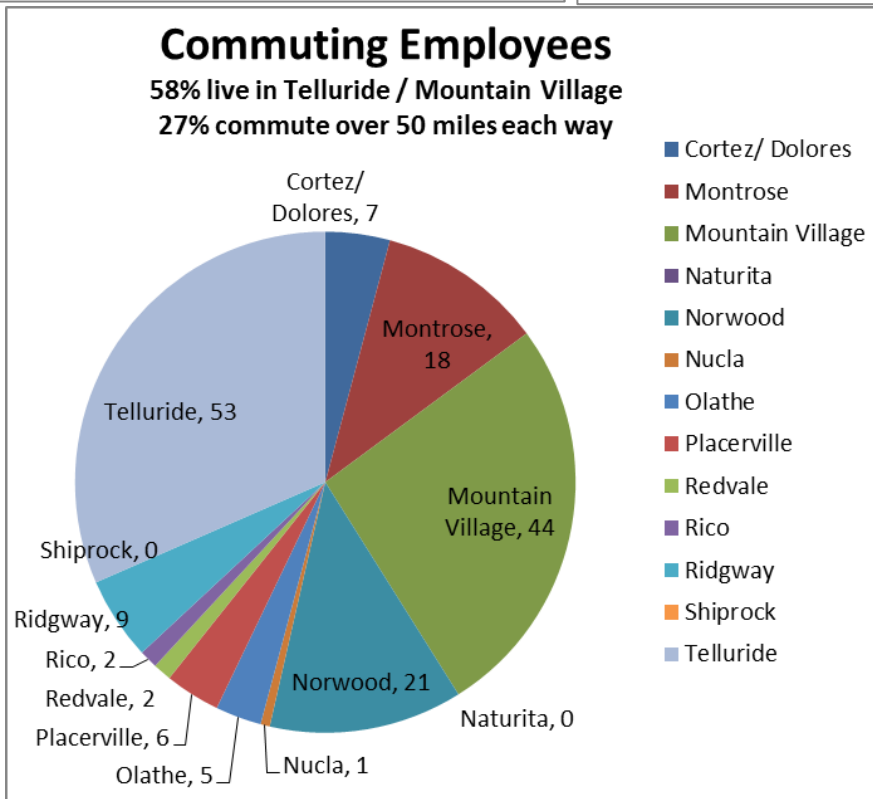
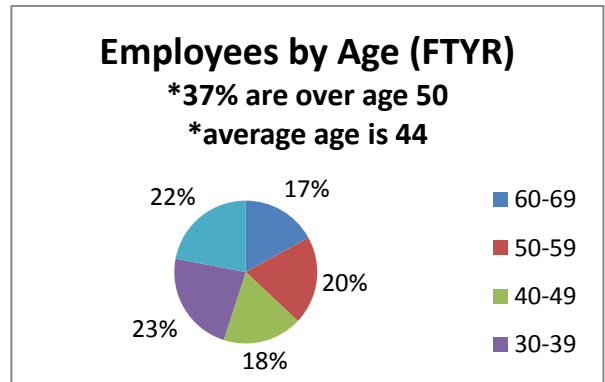
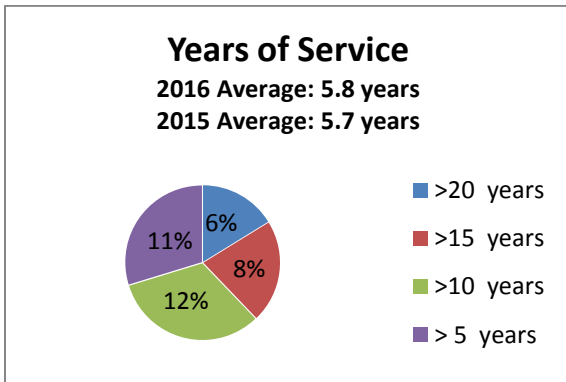
Employee files are current. Personnel files scanned into Ultipro as appropriate according to state retention schedule.

Goal: Transition on-boarding electronically by the end of 2017 to give new hires the option to receive new hire paperwork electronically or in a hard copy version.

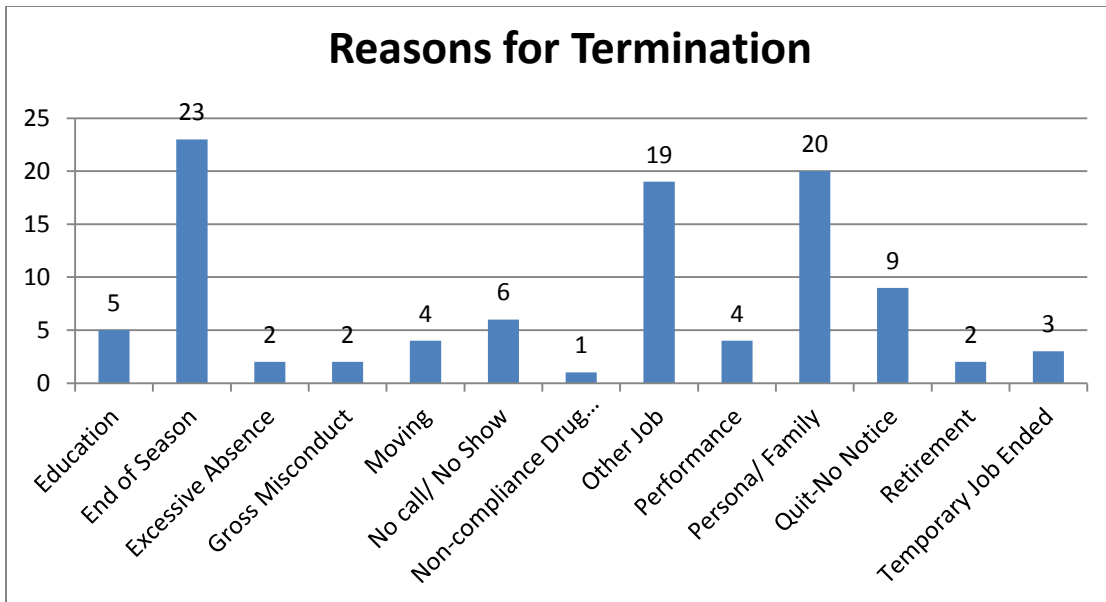
**6. Recruitment & Retention**

Assist management with hiring process and seek creative ways to reduce turnover. Oversee the employee housing program.

- HR Coordinator is managing six furnished ‘job attached’ VCA apartments (for up to 12 essential employees). By December we should have recovered all upfront costs and have a reserve of \$5000
- Continuing to recruiting seasonal employees national-wide with all other parks/ resorts (coolworks.com)
- Drug testing in-house to prevent long delays in offering positions. (HR Coordinator is now Collector certified).
- Effort to fill positions before they are available
- Succession planning: 37% of employees are over age 50

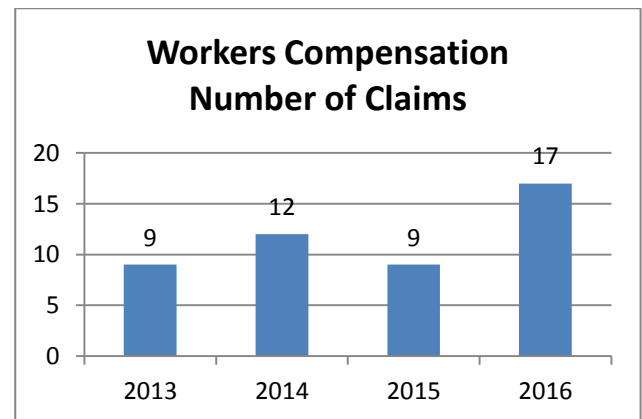
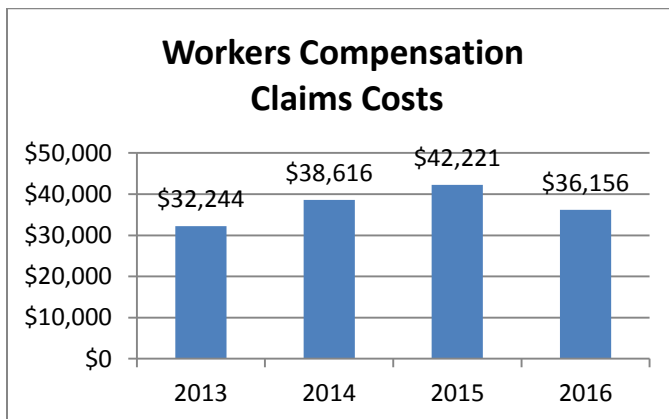
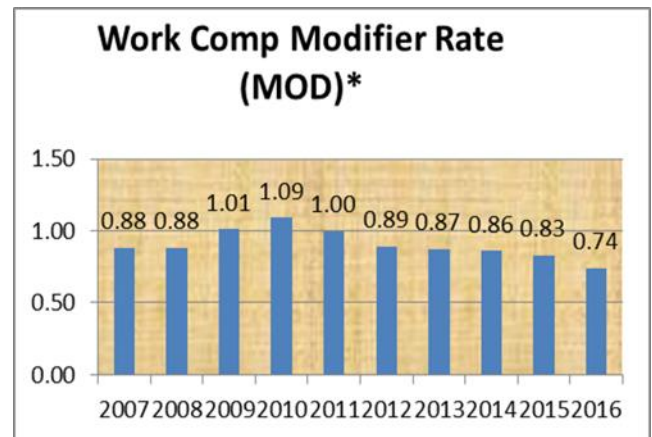
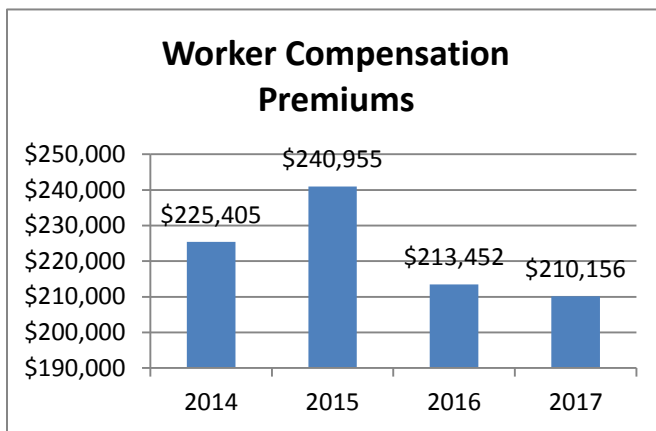


	voluntary	involuntary		Turnover – full time employees
2016	50%	50%	40% were for another job	2016 21%
2015	74%	26%	50% were for another job	2015 19%
2014	60%	40%	44% were for another job	2014 15%
2013	39%	51%	39% were for another job	2013 21%



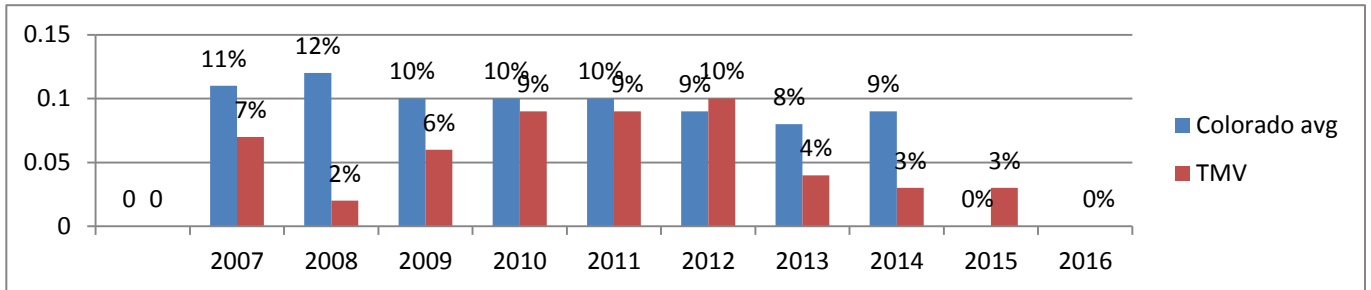
## 7. Safety

Oversee the monthly safety committee meetings, safety inspections, and safety & loss control programs. Process workers compensation claims within 48 hours. Investigate accidents and coordinate with management to implement safety measures. Administer safety incentives for an accident free workplace (to include 1-yr accident free awards, team safety bucks, & lottery tickets). Utilize the return to work program after injuries. Conduct Motor Vehicle Record reviews annually.



- 8. Administer all benefit programs and assist employees in program utilization.  
 Conduct an annual review of compensation and benefits and look to reduce benefit expenses.  
 Conduct annual employee satisfaction survey with overall results greater than 80% and no individual category below 70%.

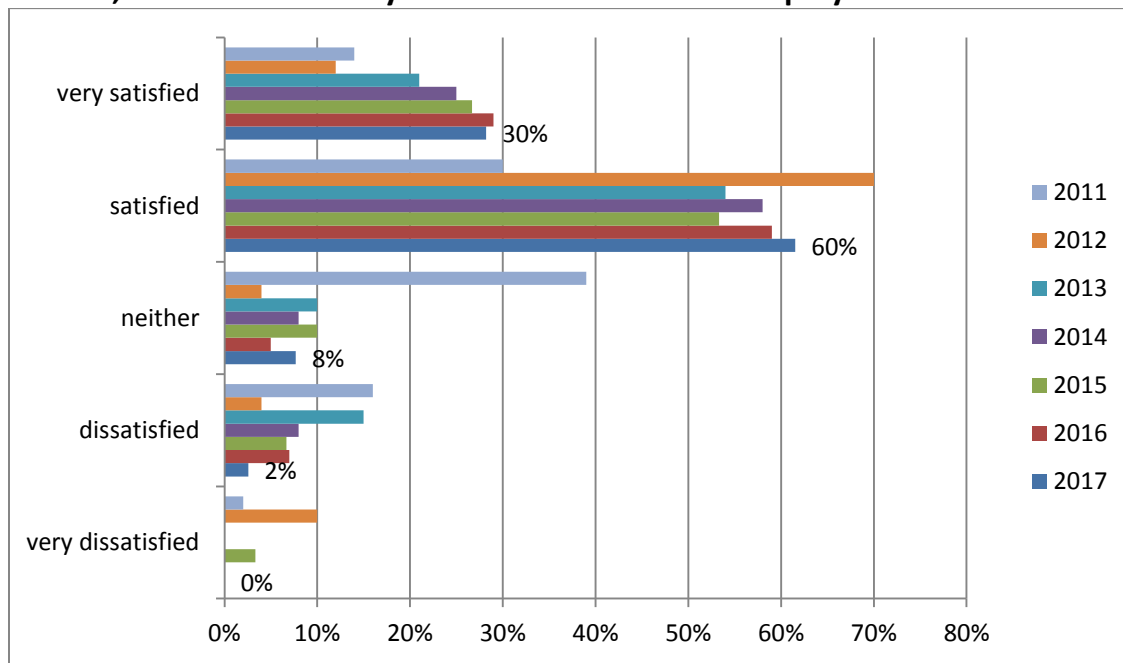
**Increase in Health Care Premiums (MSEC Survey of Colorado employers)**



**Annual Employee Satisfaction Survey**

- 43 employees completed the survey
- 90% of employees stated that they were overall 'satisfied' or 'very satisfied' with town employment

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



Due to continued participation and comments in the survey, we've extended it for two more weeks to continue to receive feedback.

Moving forward, we have opened a confidential online survey so that employees can continue to ask questions. We will continue to provide the questions and answers in the HR Insider Newsletter FAQ section.

## Employee Satisfaction Survey 2017

1. Overall, how satisfied are you with the town as an employer?

Answer Options	Response Percent	Response Count
very satisfied	29.3%	12
satisfied	61.0%	25
neither satisfied nor	7.3%	3
dissatisfied	2.4%	1
very dissatisfied	0.0%	0
Comments		0
<i>answered question</i>		41
<i>skipped question</i>		3



**2. FULL TIME YEAR ROUND BENEFITS: How satisfied are you with the benefits offered? If you do not utilize a particular benefit, please select n/a.**

Answer Options	very satisfied	satisfied	neither satisfied nor dissatisfied	dissatisfied	very dissatisfied	not applicable to me (N/A)	Response Count
health benefits	16	18	2	0	0	3	39
dental benefits	14	18	4	0	0	3	39
vision benefits	11	19	3	0	0	4	37
amount of	18	13	4	0	0	3	38
amount of	16	13	4	0	0	6	39
flex spending	7	12	3	0	0	16	38
PERA (public	22	11	1	1	0	4	39
FPPA (police only)	2	3	1	0	0	22	28
wellness	19	14	1	0	0	3	37
commuter shuttle	10	8	2	2	0	16	38
FMLA (Family	8	10	5	0	0	13	36
holiday pay (time	7	14	6	1	1	10	39
amount of PTO	12	20	2	2	1	3	40
401(k) match	17	18	0	1	0	4	40
employer paid life	9	20	4	0	0	4	37
voluntary life	6	17	4	0	0	9	36
employer paid long	7	19	5	0	0	6	37
employer paid	13	17	2	0	0	5	37
employer paid jury	12	17	2	0	0	6	37
employer paid	5	12	3	0	0	17	37
direct deposit	18	11	3	0	0	5	37
EAP (employee	8	12	8	0	0	9	37
training	10	17	3	0	0	7	37
AFLAC	11	14	4	0	0	8	37
Employee Service	10	13	6	3	0	5	37
Discounted Peaks	4	4	7	4	0	18	37
Employee	13	10	9	1	0	4	37
Annual	14	13	5	3	0	4	39
Employee Monthly	11	11	9	1	0	5	37
Employee Potlucks	7	11	10	1	2	6	37
Comments							4
<i>answered question</i>							<b>40</b>
<i>skipped question</i>							<b>4</b>

**3. SEASONAL/ PART TIME BENEFITS: How satisfied are you with each of the benefits offered? If you don't utilize a particular benefit, select n/a**

Answer Options	very satisfied	satisfied	neither satisfied nor dissatisfied	dissatisfied	very dissatisfied	n/a	Response Count
end of season bonus	2	4	2	1	0	17	26
direct deposit	6	3	2	0	0	15	26
EAP (employee	1	2	4	0	1	18	26
commuter shuttles	2	2	3	1	0	18	26
FMLA (family	1	1	6	0	0	18	26
holiday pay	4	3	5	0	0	15	27
employer paid jury	2	2	4	0	0	18	26
voluntary life	1	0	5	0	0	19	25
paid military leave	1	0	4	0	0	21	26
PERA (public	2	2	4	2	0	16	26
free ski pass	7	2	3	0	0	15	27
AFLAC	3	1	4	0	0	18	26
Discounted Peaks	1	1	5	0	0	19	26
Employee	1	2	5	0	0	18	26
Annual Employee	1	3	4	0	1	17	26
Employee Monthly	1	1	5	0	0	19	26
Comments							3
<i>answered question</i>							<b>27</b>
<i>skipped question</i>							<b>17</b>

**4. Compensation**

Answer Options	very satisfied	satisfied	neither satisfied nor dissatisfied	dissatisfied	very dissatisfied	n/a	Response Count
My pay is fair for the	7	21	3	9	1	1	42
Overall I'm satisfied	13	22	5	0	0	2	42
Comments							5
<i>answered question</i>							<b>42</b>
<i>skipped question</i>							<b>2</b>

5. My job (if a question does not apply, please select n/a)

Answer Options	very satisfied	satisfied	neither satisfied nor dissatisfied	dissatisfied	very dissatisfied	n/a	Response Count
I like the type of	14	27	2	0	0	0	43
I am given enough	13	22	4	3	1	0	43
I believe that my job	8	26	6	2	1	0	43
Deadlines in my	9	25	4	2	1	0	41
I feel part of a team	12	18	9	1	2	0	42
I am able to maintain	17	18	5	3	0	0	43
My job makes good	10	23	6	4	0	0	43
I have a clear	13	23	5	1	0	0	42
I understand the	15	25	3	0	0	0	43
Comments							3
<i>answered question</i>							43
<i>skipped question</i>							1

6. My work environment (if a question does not apply, please select n/a)

Answer Options	very satisfied	satisfied	neither satisfied nor dissatisfied	dissatisfied	very dissatisfied	n/a	Response Count
safety is a high	14	21	3	0	2	1	41
customer service is	20	19	3	0	1	0	43
protecting the	12	21	5	2	1	0	41
my physical working	15	21	4	1	1	0	42
my general work	16	19	3	3	2	0	43
there is adequate	11	20	7	3	1	0	42
I feel physically safe	17	19	4	2	1	0	43
the town provides	21	16	4	2	0	0	43
energy efficiency is	12	22	6	2	1	0	43
my department	13	19	5	3	1	1	42
I am willing to	20	20	3	0	0	0	43
Comments							4
<i>answered question</i>							43
<i>skipped question</i>							1

## 7. My relationship with my immediate supervisor

Answer Options	very satisfied	satisfied	neither satisfied nor dissatisfied	dissatisfied	very dissatisfied	n/a	Response Count
my supervisor treats	18	20	3	1	1	0	43
my supervisor	17	20	2	0	3	1	43
my supervisor	17	19	2	0	1	4	43
my supervisor	21	13	4	2	1	1	42
my supervisor tells	18	15	4	2	1	2	42
my supervisor is	19	15	3	3	2	1	43
my supervisor helps	14	18	6	2	2	1	43
I can trust what my	20	15	4	2	1	1	43
my peers treat me	19	20	2	0	1	1	43
Comments							3
<i>answered question</i>							43
<i>skipped question</i>							1

## 8. Training & Development

Answer Options	very satisfied	satisfied	neither satisfied nor dissatisfied	dissatisfied	very dissatisfied	n/a	Response Count
the town provide as	8	22	6	5	1	1	43
the town provided as	9	20	7	4	1	2	43
the town provides	11	25	4	2	1	0	43
the town clearly tells	6	22	6	4	2	2	42
I trust what the town	6	21	9	2	2	2	42
the town has	6	11	13	4	2	6	42
there is room for me	5	16	13	4	3	1	42
I trust that if I do	9	20	9	2	2	0	42
Comments							6
<i>answered question</i>							43
<i>skipped question</i>							1

## 9. Town leadership & planning

Answer Options	very satisfied	satisfied	neither satisfied nor dissatisfied	dissatisfied	very dissatisfied	n/a	Response Count
I understand the	9	21	8	1	1	1	41
I have confidence in	12	19	9	0	1	0	41
the leaders of the	12	23	3	2	1	0	41
there is adequate	10	20	7	1	1	2	41
the leaders of the	10	17	8	3	1	2	41
the town's	8	17	12	1	1	2	41
the town's	9	16	11	2	1	2	41
I have a good	8	8	14	5	1	5	41
I can trust what the	10	17	11	2	1	0	41
the town treats me	13	19	6	2	1	0	41
the town gives me	8	20	8	3	1	1	41
staffing levels are	8	16	11	4	2	0	41
I believe there is a	8	21	8	3	1	0	41
employees are	15	19	4	2	1	0	41
changes that affect	8	13	13	2	3	2	41
Comments							0
<i>answered question</i>							41
<i>skipped question</i>							3

## 10. employment

Answer Options	very satisfied	satisfied	neither satisfied nor dissatisfied	dissatisfied	very dissatisfied	n/a	Response Count
I am willing to give	22	16	2	1	1	0	42
I plan to continue my	19	16	5	0	0	2	42
I am interested in	17	17	7	0	0	1	42
I would recommend	20	19	2	0	1	0	42
Comments							2
<i>answered question</i>							42
<i>skipped question</i>							2

11. Safety Culture						
Answer Options	very satisfied	satisfied	neither satisfied nor dissatisfied	dissatisfied	very dissatisfied	Response Count
I get the safety	15	19	3	3	2	42
I believe safety	14	21	2	2	3	42
I know the rules and	13	24	2	1	2	42
I am provided with	10	14	6	2	9	41
I, or my co-workers,	11	21	7	1	2	42
I am empowered to	18	17	6	0	1	42
I am cautioned by	13	18	8	1	2	42
My supervisor feels	12	22	5	0	3	42
My supervisor never	20	12	7	1	2	42
Hazards are	14	19	5	2	2	42
Deadlines never	18	17	4	0	3	42
Deadlines never	17	15	5	0	3	40
My supervisor	15	13	9	2	3	42
Our accident	11	18	9	0	4	42
Management wants	25	13	3	0	1	42
Management is	12	20	6	0	4	42
Managers and	14	19	7	1	1	42
Management	13	17	10	1	1	42
Management	13	16	10	2	1	42
Management's view	15	17	7	2	1	42
Safety Awards: one	21	13	4	1	2	41
Safety Awards:	20	13	5	1	2	41
Safety Awards: hard	16	14	7	1	3	41
Other (please specify)						4
<i>answered question</i>						42
<i>skipped question</i>						2

It would be greatly appreciated if snow boot and/or work shoes were fully reimbursed.

Love that we offer Rec Days both in winter and summer now. They are a great opportunity for team building and a morale booster to have a break from the normal routine. Potlucks are great, but would be fun to do something a little different once a year for the holiday party - even as simple as a catered lunch, just to break the norm.

Peaks Membership is not a reasonable price to qualify as a benefit

If we have to use PTO to take "holidays", what separates these special days (e.g xmas) from any other day of the year?

Don't know about peaks spa disc, or Employee Rec day Annual picnic could be during off season so more operators could go.

Sometimes employee activities happen w/o me hearing about them. Also it would be good to have more times for the activities b/c of different worker's schedules.

Overall the benefits are a huge asset and should be fought for hard to keep

more recent salary surveys need to be done

Cost of living doesnt meet salary

As the VCA asst. manager, I believe that free/more heavily discounted rent would be a very reasonable benefit for my position. I take a lot of pride in VCA, so living on site and being available in case of emergency is a must for me personally. There are many work related tasks and rules I must enforce regularly when I am off the clock in order to ensure that the property runs efficiently. A larger discount for management staff is very common in the industry and I believe it would greatly benefit VCA as a whole as well as myself. I appreciate your consideration if there is any chance this could fit the budget.

For my position, I believe I should have housing provided or at minimum a large portion.

Inconstant deadlines

No sense of ownership or ability to make decisions due to extreme micromanagement

This position is a perfect fit for me and vice versa.

Excessive use of lighting and resources at the Meadows location shop. eating areas, and bathrooms could be updated, shop in general could use better organization of extra items as well as storage space and maintenance per department of space provided to ensure safety for all of us, as well as excess equipment removed for more parking space

The heat sources at terminals and in shacks could be upgraded to be more energy efficient and there could be a heat source on exit side both for safety to reduce ice and snow and heat it gets very cold at st. 1 and when there is a whole line coming down it would be nice to have it

not enough emphasis on incentive for employees to recycle

Formalized/communicated safety procedures are lacking.  
Bruce is great:

Lack of professionalism; hard to get a "sit down" conversation

Working with Cecilia has been an absolute pleasure. We make an incredible team.

continuing education and training is vital for advancements in employees and quality of work output

Promotions should be earned I feel that people are chosen based on if you are liked for certain reasons not based on work ethic, time on job, or performance. Workers need to feel like upper management is working with/for them and most operators that I talk with dont feel they do. Bruce works great with his team and is fair and clear on what he expects  
overall town goals would be nice

Lack or (executed) organized training.

promotions and job openings are based on personal relations and/or filled from other than within my department

Haven't utilized any trainings yet

Frankly, I haven't thought about how long I will remain employed here. That is the only reason why I have selected

More importance, and time should be taken to cover safety hazards.

my department corrects safety concerns reactively

Most of this is not relevant to my position. However, I do feel safe in the workplace



- 9. Provide ongoing supervisor training on evaluating and documenting employee performance. Continue to re-evaluate goals and performance measures annually and align with town goals. Conduct performance reviews annually for all year round employees; conduct end-of-season reviews for all seasonal employees**

Annual reviews are conducted in December

Seasonal employees receive reviews at the end of both the summer and winter seasons

New supervisors receive a 90 day review

Goals / job descriptions reviewed annually in January.

- 10. Conduct new employee orientation for all employees. Schedule employee meetings and ongoing training regarding guest service, safety, policies, and benefits. Coordinate the annual employee appreciation picnic, regular employee potlucks, employee recreation day, and other employee appreciation programs. Assist with succession planning. Administer monthly Guest Service Awards program**

Employee appreciation picnic held in Telluride Town Park in September.

Succession planning: With 37% of employees over age 50, we are reviewing our training and path incentives for career growth

# Memo

**18 a ii.**

**To:** Mayor Jansen and Town Council  
**From:** Sue Kunz, Director Human Resources  
**Date:** February 9, 2017  
**Re:** 2017 Employee Handbook Updates

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

- P. 5 Letter from the town manager  
Added the town's mission statement: *the Town of Mountain Village is dedicated to providing exceptional facilities, services, and opportunities, in partnership with the community, which will enhance the quality of life for our residents, homeowners, visitors and guests*  
Added the vision statement: *We make Mountain Village a great place to live, work and visit*
- P.8 If an employee with a workers compensation injury is unable to adhere to physicians instructions, they must notify human resources
- P. 9 EEO and Unlawful Harassment for clarification  
Added recommended language to include verbal and physical contact and that it applies to all employees, including managers, supervisors, co-workers, and non-employees such as customers, clients, vendors, consultants, etc.
- P. 9 Added pregnancy as an accommodation and included the required Pregnant Workers Fairness Act 2016 as required
- P. 11 Anti-Violence  
Added recommended language to include carry weapons is prohibited on town-owned property regardless as to whether or not the employee possesses a concealed carry permit; employees should contact law enforcement directly if they believe there is an imminent threat to the safety and health of themselves or co-workers
- P. 15 Employee classifications  
Added part-time, on call police officer group
- P. 26 Added Employee Housing Program under benefits  
Furnished one bedroom, shared occupancy units may be available for full time, seasonal employees at Village Court Apartments. Priority for the program is given to departments providing essential services to help them maintain the operational staff to meet the needs of the community. Contact the HR Coordinator for more information.
- P. 27 Added language about personal expenses prohibiting employees from using their personal credit card

*From time to time employees may use their personal credit card on behalf of the Town. These circumstances should be rare and limited to relatively minor sums of money. The Town will only reimburse employees for expenses incurred while conducting legitimate Town business, including training, and accompanied by a receipt.*

- P. 31 Added recommended domestic abuse leave language- no change in policy
- P. 32 Clarified language regarding taking an extended leave of absences
- P. 35 Added Family Care Act leave policy
- P. 36 Clarified Military Leave – no change in policy
- P. 37 Amended Cell phone policy  
Where personal use of Town’s phones cost the Town money, the Town is entitled to reimbursement. This includes any additional expenses incurred when doing an upgrade. Town cell phone numbers are posted on the website. Employees must report lost or stolen phones to the Broadband Services Director immediately.
- P. 45 Smoking policy  
Added language to include e-cigarettes and all tobacco products



# Employee Handbook

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

**Town of Mountain Village**

Adopted February 146, 20176



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## **ABOUT THE HANDBOOK**

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

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

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

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

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



## From the Town Manager

Welcome to the Town of Mountain Village

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

~~We greatly appreciate having you join our team of exceptional employees that are dedicated to~~  
The Town of Mountain Village is dedicated to providing exceptional facilities, services, and opportunities, in partnership with the community, which will enhance the quality of life for our residents, homeowners, employees and guests serving our residents and visitors to Mountain Village and the greater Telluride region. We believe that each employee contributes directly to the success of Mountain Village and we hope you will take pride in being a member of our team.

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

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

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

~~We're glad to have you with us.~~  
We make Mountain Village a great place to live, work and visit.

Kim Montgomery  
Town Manager

## EMPLOYMENT

### Guest Service Policy

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

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

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

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

### Safety

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

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

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

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

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

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

### **Reporting Accidents (Injuries) and Incidents**

Notify your supervisor of any incident or injury (no matter how minor) either to yourself or to a co-worker immediately. Failure to notify a supervisor of a work-related injury to one's self or a co-worker immediately but not later than within twenty-four (24) hours, will be considered cause for disciplinary action for both the injured worker and co-worker. Untimely reporting of injuries may also result in worker's compensation benefits being denied in most cases or greatly reduced in other cases.

Once informed of an injury, the supervisor, the employee and any witnesses to the injury must complete the worker's compensation [First Report of Injury](#) form. This form will be submitted to the Human Resources Department for processing and opening of your worker's compensation claim. The supervisor is responsible for collection of statements from all persons involved in incidents or accidents as well as from any witnesses thereto. The supervisor is responsible for immediately notifying their Department Head, as appropriate and Human Resources regardless of the time of day.

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

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

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

Any employee sustaining a work-related injury may be asked to submit a drug and/or alcohol test in accordance with Town policy. An employee injured while under the influence of drugs or alcohol is only entitled to half of the normal compensation allowed by law. If it is determined that the injury occurred in the course of an activity unrelated to the employee's job, benefits may be denied completely.

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

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

#### IMPORTANT NOTES:

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

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

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

## The Environment

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

### Reduce Waste:

- **REDUCE:** Reduce daily office waste by making sure you really need a hard copy before printing and stop unwanted junk mail. Carpool, walk, bike, bus or gondola instead of driving.
- **REUSE:** Reuse paper for scratch pads before recycling. Reuse plastic food containers as Tupperware before throwing away. Bring a re-usable coffee mug, lunch containers and silverware to work. Bring a re-usable bag to work for groceries or other shopping needs (or wants!). Recycling is great, but still requires a lot of energy so please try to use items as many times as possible before discarding into the town's trash or recycling bins.
- **RECYCLE:** All offices in Town should be equipped with recycling bins. Recycle all paper, cardboard, glass, plastic #1-7 and aluminum products in these bins for collection by either the cleaning team or Town staff. If you are in a facility that does not have adequate recycling bins, please contact Deanna Drew, Director Plazas & Environmental Services, to arrange a method for

you to recycle. Recycling these items is **mandatory** for all residents and businesses in the Town of Mountain Village.

**Save Energy:**

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

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

**Equal Employment Opportunity and Unlawful Harassment**

The Town is dedicated to the principles of equal employment opportunity. We prohibit unlawful discrimination against applicants or employees on the basis of age 40 and over, race, sex, color, religion, national origin, disability, military status, genetic information, or any other applicable status as protected by state or local law. This prohibition includes unlawful harassment based on any of these protected classes. Unlawful harassment includes verbal or physical conduct which has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment. This policy applies to all employees, including managers, supervisors, co-workers, and non-employees such as customers, clients, vendors, consultants, etc.

**ADA, Religious and Pregnancy Accommodation**

The Town will make reasonable accommodation for qualified individuals with known disabilities and for employees whose work requirements interfere with a religious belief, unless doing so would result in an undue hardship to the Town or cause a direct threat to health or safety. The Town will make reasonable accommodation to otherwise qualified employees due to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth absent undue hardship.

Employees needing such accommodation are instructed to contact their supervisor and Human Resources immediately.

**Pregnant Workers Fairness Act (C.R.S 24-34-402.3)**

The Pregnant Workers Fairness Act makes it discriminatory or unfair employment practice if an employee fails to provide reasonable accommodations to an applicant or employee who is pregnant,

physically recovering from childbirth, or a related condition.

**Requirements:**

Under the Act, if an applicant or employee who is pregnant or has a condition related to pregnancy or childbirth requests an accommodation, an employer must engage in the interactive process with the applicant or employee and provide a reasonable accommodation to perform the essential functions of the applicant or employee's job unless the accommodation would impose an undue hardship on the employer's business.

The Act identifies reasonable accommodations as including, but not limited to:

- provision of more frequent or longer break periods;
- more frequent restroom, food, and water breaks;
- acquisition or modification of equipment or seating;
- limitations on lifting;
- temporary transfer to a less strenuous or hazardous position if available, with return to the current position after pregnancy;
- job restructuring;
- light duty, if available;
- assistance with manual labor; or modified work schedule.

The Act prohibits requiring an applicant or employee to accept an accommodation that the applicant or employee has not requested or an accommodation that is unnecessary for the applicant or the employee to perform the essential functions of the job.

**Scope of accommodations required:**

An accommodation may not be deemed reasonable if the employer has to hire new employees that the employer would not have otherwise hired, discharge an employee, transfer another employee with more seniority, promote another employee who is not qualified to perform the new job, create a new position for the employee, or provide the employee paid leave beyond what is provided to similarly situated employees.

Under the Act, a reasonable accommodation must not pose an "undue hardship" on the employer. Undue hardship refers to an action requiring significant difficulty or expense to the employer. The following factors are considered in determining whether there is undue hardship to the employer:

- the nature and cost of accommodation;
- the overall financial resources of the employer;
- the overall size of the employer's business;
- the accommodation's effect on expenses and resources or its effect upon the operations of the employer;

If the employer has provided a similar accommodation to other classes of employees, the Act provides that there is a rebuttable presumption that the accommodation does not impose an undue hardship.

### **Adverse action prohibited:**

The Act prohibits an employer from taking adverse action against an employee who requests or uses a reasonable accommodation and from denying employment opportunities to an applicant or employee based on the need to make a reasonable accommodation.

### **Anti-Violence**

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

Employees must not engage in physical and/or verbal intimidation, bullying, threats, -or hostile behaviors, physical abuse, vandalism, arson, sabotage, use of weapons, carrying weapons on to Town property regardless of whether or not the employee possesses a concealed carry permit, -or any other act, which, in management's opinion, is inappropriate to the workplace. (See [Town Municipal Code Section 9.17](#) prohibiting the possession of weapons on all property owned by the town) In addition, employees must refrain from making bizarre or offensive comments regarding violent events and/or behavior. Employees are expected to report any prohibited conduct to management. (Sworn officers of the police department are exempt from the weapons reference of this policy)

Employees should immediately report any such occurrences to their supervisor or to Human Resources. See complaint procedure below.

Employees should directly contact law enforcement if they believe there is an imminent threat to the safety and health of themselves or co-workers.

### **Sexual Harassment/ Inappropriate Conduct**

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

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

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

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

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

## Complaint Procedure

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

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

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

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

### ***Filing a Retaliation Complaint***

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

### ***Investigation***

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

### ***Decision***

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

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



## Whistleblower Policy

The Town of Mountain Village prohibits its employees, contractors, subcontractors, or other agents from discriminating in the terms and conditions of employment with respect to employees who:

- Provide information to or assist in securities law investigations with town supervisors or investigators, federal regulatory or law enforcement agencies, or Congress, or
- File, testify, participate in, or otherwise assist in any proceedings, including private actions, currently filed or to be filed involving alleged violations of the securities laws, SEC regulations, or securities fraud.

The town is committed to protecting employees from interference with or retaliation for having made a protected disclosure or for having refused an illegal order.

### Filing a Retaliation Complaint

A retaliation complaint may be filed directly with Human Resources Director, Finance Director or the Town Manager. The claim may be submitted anonymously if the complainant so chooses. Send a written or typed complaint to the following address: Human Resources, 455 Mountain Village Blvd., Ste. A, Mountain Village, CO 81435 to submit an anonymous complaint.

A retaliation claim must be filed within 90 days of the retaliation behavior. If there is a pattern of retaliation, the complaint must be filed within 45 days of the most recent alleged act or threat of interference or retaliation.

### Investigation

The complaint will be investigated. The Audit Committee will convene a meeting for the purposes of making a determination about the investigation. The Audit Committee may request any documentation or verbal statements by employees as may be legitimately required for appropriate fact finding. The employee filing the complaint may at the time of the hearing, present their complaint to the Audit Committee in person.

### Decision

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

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

### Appeal

An employee may appeal the decision to **the Town Manager** only on the basis of whether the complaint is timely and qualifies for review under the scope of this guideline.

## Job Descriptions

Job descriptions are available for each position within the Town in [Ultipro](#). Your immediate supervisor will provide you with a copy of your job description and answer any questions that you may have

regarding it. Each job description typically indicates duties and responsibilities, major reporting relationships, measures of job performance, required skills and education, and required physical ability.

### **Confidentiality of Information**

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

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

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

### **Personnel Records**

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

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

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

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

### **Reference Requests**

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

## **EMPLOYEE SELECTION**

### **Application Accuracy**

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

### **Interviews**

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

### **Promotions**

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

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

### **Employment of Relatives (see Code of Ethics)**

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

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

## **EMPLOYEE CLASSIFICATION & INTRODUCTORY PERIOD**

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

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

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

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

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

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

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

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

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

**Group 6**      **POLICE Full time, year round employees (Exempt)** - Exempt employees must meet both the duties test and the salary basis test under FLSA for exempt status. Exempt employees are expected to work at least 80 hours per pay period or until the job is done, whichever is greater and are compensated based upon a biweekly salary. The employee is expected to work, at a minimum, the hours established for a particular department and be available when necessary outside those hours, either daily or weekly.

**Group 7**      **POLICE Full time; year round, hourly employees (Non-exempt)** Full-time hourly employees are normally scheduled for 80 hours per pay period. Employees are paid overtime on hours worked over 80.

**Group 8**      **Town Councilors** Part time elected officials

**Group 9**      **POLICE Part time, hourly employees (Non-exempt) – On call officers to work a limited period of time, working the hours and/or shift assigned.**

#### Definition of Seasons:

- Winter Season - the beginning of November through the beginning of April, based on available work.
- Summer Season - the end of May through the end of October, based on available work.
- Shoulder Season - The time period between the beginning of April and the end of May and between the end of October and the beginning of November when the Town of Mountain Village may be operating with a reduced work force.
- Other Season - A period of time identified and agreed upon by the Town and the employee and noted on the employment paperwork at the time of hire.

## BENEFITS & ELIGIBILITY

### Employee Benefits

This section describes the current employee benefits provided for you. The "Benefits Eligibility Chart" will familiarize you with our total benefits package. Seniority for benefits will accrue based on the employee's eligibility date.

#### BENEFIT ELIGIBILITY CHART

#### Eligible Groups

Benefit	1	2	3A	3B	3C	4	5	6	7	8
AFLAC	X	X	X	X		X		X	X	
401(k)	X	X								
457 FPPA								X	X	
Bereavement Leave- paid	X	X						X	X	
Direct Deposit	X	X	X	X		X	X	X	X	X
Employee Assistance Program (EAP)	X	X	X	X	X	X		X	X	
Employee Shuttles	X	X	X	X		X	X	X	X	
End of Season Bonus			X	X						
Flex Spending Accounts (FSA) - Dependent Care	X	X						X	X	
Flex Spending Accounts (FSA) - Medical	X	X						X	X	
FMLA (minimum 1250 hrs, 1 yr service)	X	X	X	X				X	X	
FPPA (Police Only)								X	X	
FPPA (457 (Police Only)								X	X	
Holiday Pay		X	X	X		X	X		X	
Jury Duty - full pay	X	X	X	X		X		X	X	
Life Insurance - paid	X	X						X	X	
Life Insurance (PERA) - voluntary	X	X	X	X		X	X	X	X	X
Long Term Disability (LTD)	X	X						X	X	
Medical, Dental, Vision Insurance	X	X						X	X	
Military Leave (paid)	X	X	X	X		X	X	X	X	
PERA	X	X	X	X		X				X
PTO (Paid Time Off)	X	X						X	X	
Employee Ski Pass	X	X	X			X		X	X	X

### Eligible Dependents

Dependents eligible for coverage under the Town group health plan, employee assistance program, and other Town benefits are as follows:

1. The employee's lawful spouse, as defined in the State that you reside; provided that:
  - a. the spouse is not legally separated from the employee, and
  - b. the employee is eligible to claim a marital status of marriage on their Federal Income Tax Return as a result
2. Common-law spouse verified by valid affidavit
3. A covered *employee's* Civil Union partner, who meets the requirements of Colorado's Civil Union Act, on a post-tax basis; verified by civil union certificate
4. A covered *employee's* married or unmarried: natural born, blood related child; step-child; foster child; a Civil Union partner's child; legally adopted child; child placed in the *employee's* legal guardianship by court order; or a child placed with the *employee* for purpose of adoption and for which the *employee* has a legal obligation to provide full or partial support; whose age is less than the \*limiting age.

\*The limiting age for each *dependent* child is 26 years of age.

Human Resources must be notified within twenty (21) days to add newly acquired dependents (birth, marriage, adoption, etc.). New dependents become effective on the date of their eligibility.

### **401(k) Plan**

The Town participates in PERA's 401(k) retirement plan. Participation in the 401K plan is voluntary for eligible employees. Employees who participate in the 401K plan decide how much money they want to contribute, consistent with current IRS regulations and they control how their money is invested. 401K plan contributions will be automatically deducted from your paycheck and the Town will match that amount dollar for dollar based upon the table below. Employee and Town contributions are 100% vested immediately.

**PLAN A** Employees that were eligible for 401K PRIOR to April 1, 2008 may elect to stay on the previous plan as stated below or convert to the new plan:

- Employees in their first year of eligibility who contribute to the 401K will receive an equal matching contribution up to 1% to their 401K.
- Employees in their second year of eligibility who contribute to the 401K will receive an equal matching contribution up to 3% to their 401K.
- Employees in their third year of eligibility who contribute to the 401K will receive an equal matching contribution up to 5% to their 401K.
- Employees in their fourth year of eligibility who contribute to the 401K will receive an equal matching contribution up to 9% to their 401K.

**PLAN B:** Employees that are eligible for 401K on or after April 1, 2008 will receive the following match:

- Employees in their first year of eligibility who contribute to the 401K will receive an equal matching contribution up to 2% to their 401K.
- Employees in their second year of eligibility who contribute to the 401K will receive an equal matching contribution up to 3% to their 401K.
- Employees in their third year of eligibility who contribute to the 401K will receive an equal matching contribution up to 4% to their 401K.
- Employees in their fourth year of eligibility who contribute to the 401K will receive an equal matching contribution up to 5% to their 401K.

A 401K summary plan description booklet outlining all aspects of the plan is provided to all Group I and II employees upon hire. Additional information is available in Human Resources.

### **Employee Assistance Program (EAP)**

The Town recognizes there may be times when employees need professional help with substance abuse and other personal or family matters. Therefore, the Town offers an Employee Assistance Program (EAP). All Town employees and their families are eligible for three (3) free counseling sessions per incident per year. Two financial counseling sessions with certified financial planners and two 30-minute consultations with an attorney are also included. It is not necessary to consult your supervisor before using the EAP. Employees may confidentially request information about the EAP from Human Resources. An employee may seek assistance directly from the EAP by contacting:

#### **Triad, EAP**

Phone: 877.679.1100 or 970.242.9536

Fax: 970.257.1157

Email: [triadeap.com](mailto:triadeap.com)

[www.triadeap.com/TMV](http://www.triadeap.com/TMV)

#### **HorizonCare**

Phone: 888.293.6948

[www.horizoneap.com](http://www.horizoneap.com)

login: standard

password: eap4u

Use of the EAP must be on the employee's own time and is not designed to be a substitute for good job performance or an excuse for not completing their work duties and responsibilities. Those employees initiating a request for assistance from the EAP prior to receiving a positive drug or alcohol test or any disciplinary action for violating Town policies will be given positive consideration for their attempt to obtain help.



Colorado PERA is a qualified retirement plan that the Town contributes to in lieu of Social Security, as required by law. PERA pays interest on the employee contribution. Your PERA contributions are tax-deferred. It is your responsibility to keep PERA advised of any name, address or beneficiary changes.

### **FPPA** Fire & Police Pension Association-FPPA (Police only)

The Town provides retirement, death, and disability and survivor benefits for its police officers through the Fire & Police Pension Association of Colorado (FPPA). As members of FPPA, police officers make member contribution to FPPA matched by Town contributions. Employees may consult their FPPA member handbooks or contact Human Resources for more information regarding FPPA plan design and benefits.

### **FPPA** 457 Plans (Police only)

FPPA offers a valuable plan for those members who want to save additional funds towards retirement.

PLAN A: Employees that were eligible for 457 PRIOR to April 1, 2008 may elect to stay on the previous plan as stated below or convert to the new plan:

- Employees in their first year of employment who contribute to the 401K will receive an equal matching contribution up to 1% to their 457.
- Employees in their second year of employment who contribute to the 401K will receive an equal matching contribution up to 3% to their 457.
- Employees in their third year of employment who contribute to the 401K will receive an equal matching contribution up to 5% to their 457.
- Employees in their fourth year of employment who contribute to the 401K will receive an equal matching contribution up to 9% to their 457.

PLAN B: Employees that are eligible for 457 as of or after April 1, 2008 will receive the following match:

- Employees in their first year of who contribute to the 401K will receive an equal matching contribution up to 2% to their 457.
- Employees in their second year of employment who contribute to the 401K will receive an equal matching contribution up to 3% to their 457.
- Employees in their third year of employment who contribute to the 401K will receive an equal matching contribution up to 4% to their 457.
- Employees in their fourth year of employment who contribute to the 401K will receive an equal matching contribution up to 5% to their 457.

## **Medical/Dental/Vision/Life Insurance Plan**

The Town provides health, dental, vision and life insurance coverage for all eligible employees effective the first day of the month following 30 days of employment eligibility. Details about these coverage's are outlined in the summary plan information provided to each employee upon hire.

Dependents of the employees can obtain health, dental and vision coverage under the same group plan for a reasonable employee contribution. The dependent cost for coverage will be deducted from the employee's biweekly paycheck.

Specific information regarding the health/dental/vision plan is available at [www.cebt.org](http://www.cebt.org) and from the Human Resources department.

### *Dependent Eligibility*

Dependents may only be covered if the employee is covered. Late enrollment may result in a delay of coverage.

A dependent is eligible to be covered on the later of:

1. The date the *employee* is covered;
2. The date of the *employee's* marriage for a dependent acquired on that date.
3. The child's date of birth
4. The date a court order places a child in the *employee's* home. The child must be under the *employee's* legal guardianship
5. The date a child is legally adopted
6. The date a valid court order is issued which requires the *plan* to provide coverage
7. For a Civil Union partner, the date you meet the definition of dependent as stated in the plan

### *Newborn and Adopted Children*

A newborn child of a covered employee or dependent is automatically covered during the first 31 days of life and an adopted child is automatically covered in the 31-day period immediately following placement of adoption. Coverage is only provided automatically under this plan in the absence of other coverage under another plan. Dependent coverage must be in force for coverage to continue past the first 31 days or the child's coverage will terminate immediately.

### *Annual Open Enrollment Period*

Each year, a 30-day period will be provided for enrollment. Once you have made elections for the year, your choices cannot be changed until the next annual enrollment period unless you have a change in status or request to voluntarily terminate coverage mid-year.

Completed enrollment forms must be received before the end of the 30 day annual enrollment period or you will not be able to enter the plan until the next annual enrollment period or change in status.

### *Changes in Eligibility / COBRA Coverage*

Employees must notify Human Resources immediately regarding ANY CHANGE IN ELIGIBILITY. If you have a change in status, you have 30 days from the date of that change to make new elections under this plan.

Qualifying events include:

- ◆ Marriage, divorce, or legal separation
- ◆ Death of any dependent



- ◆ Birth or adoption of a child
- ◆ Total disability
- ◆ Employment status change of you or your dependent
- ◆ Employee's dependent child reaches 26 years of age
- ◆ Court order which requires you or another individual to provide coverage
- ◆ Retirement
- ◆ Medicare eligibility
- ◆ Medicaid plan or State child health plan eligibility

Failure to inform Human Resources of a qualifying event may result in a dependent being uninsured.  
Qualifying events allow dependents to remain on our plan by electing COBRA coverage.

Coverage under COBRA for an employee and dependents may be elected for up to 18 to 36 months depending on the nature of the qualifying event. Please contact Human Resources with any questions you may have regarding COBRA coverage.

Upon termination of employment, all medical benefits will cease at the end of the month unless the employee elects to continue their coverage at their own expense under COBRA, for up to 18 months. Termination of continued coverage will occur if:

- The employee becomes covered under another group health plan,
- The employee becomes eligible for Medicare, or
- The employee fails to pay the monthly coverage premium
- *Survivorship Continuation*

If you have dependent coverage in force on the date that you die, coverage under this plan will continue for your surviving dependents that were covered under the plan on the date immediately preceding your death. Coverage will end on the earliest of the following:

1. The end of two consecutive years following your death
2. The date your surviving dependents become covered under another group plan

#### *Reinstatement of Coverage*

If your coverage ends due to termination of employment and you qualify for eligibility under this plan again (are rehired or considered to be rehired for purposes of the Affordable Care Act) within 26 weeks from the date your coverage ended, your coverage will be reinstated.

If your coverage ends due to termination of employment and you do not qualify for eligibility under this plan again within 26 weeks from the date your coverage ended you will be treated as a new hire and will be required to meet all of the requirements of a new employee.

Refer to the Family and Medical Leave Act (FMLA) for possible exceptions.

#### *Termination of Coverage*

Coverage terminates

1. For employees, the end of the month in which you terminate employment
2. For dependents, the day the employees coverage terminates or the day the dependent no longer meets the plans eligibility requirements (for example, reaches 26 years of age)

#### **NOTICE for Active Employees and Spouses Age 65 or Over**

The plan cannot terminate your coverage due to age or Medicare status. An active employee that is eligible for Medicare due to age (age 65 or over) has the choice to:

1. Maintain coverage under this plan, in which case Medicare benefits would be secondary to this plan; or

2. End coverage under this plan, in which case Medicare would be the only coverage available to you

An active employee's spouse who is eligible for Medicare due to age (age 65 or over) has the same choice.

## **Flexible Spending Plans**

The Town offers eligible employees the opportunity to participate in flexible spending plans. Employees become eligible to participate in the plans on the first day of the month following thirty days of employment eligibility. These plans enable participants to pay health care and dependent care expenses with pre-tax dollars rather than after-tax dollars. The plans require advance annual enrollment and money not used during the period specified in the plan document is forfeited. Open enrollment is in November/December each year for the following year

The Town currently offers three Flexible Spending (Section 125) Plans:

### *Premium Only Plan*

This salary reduction plan converts employee premiums for health and/or dental benefits from an after-tax to a pre-tax basis. Employees who pay for health premiums are automatically included in this Plan, unless an employee specifically requests to be omitted from the Plan.

### *Health Plan*

This plan allows employees to designate a portion of their income, up to a maximum amount allowed per year, to be placed into their flexible spending account. This money can be used to pay for medical expenses, such as dental care, vision care, coinsurance, deductibles, and over-the-counter and prescription drugs that are not covered by other insurance.

### *Dependent Care Plan*

This plan allows employees to designate a portion of their income, up to a maximum amount allowed per year, to be placed into their flexible spending account. This money can be used to pay for eligible child or eldercare expenses.

In the event the above information conflicts with the actual terms and conditions of coverage, the latter governs. For more information, please refer to the Summary Plan Description, or contact Human Resources.

## **Paid Time-Off (PTO)**

The Town strives to provide equity, consistency, and flexibility in the delivery of benefit alternatives to Town employees. Where appropriate, certain benefits have also been designed to incorporate employee tenure to recognize and reward long-term service to the Town. All eligible employees accrue PTO based on the schedule as set forth below, not including overtime and leaves of absence.

It is the policy of the Town to provide employees necessary time away from work. This policy is implemented by means of the PTO plan, which covers all paid PTO previously available under the Town's PTO and PTO policies.

PTO can be utilized for any purpose, subject only to necessary request/ approval procedures consistent with the Town of Mountain Village Employee Handbook.

**PTO Accrual - Plan A (Employees eligible prior to November 3, 2013)**

Years of Eligibility	Annual Accrual Rate (hours)	Hourly Accrual Rate	Maximum Bankable Hours	PTO Payout Cap
<del>0</del> - <del>Less than or equal to</del> <del>1.99</del> 2 years	192	0.0923	384	120
2.01 - <del>32.99</del> years	208	0.1	416	152
3.01 - <del>43.99</del> years	216	0.1038	432	184
4.10 - <del>54.99</del> years	224	0.1076	448	216
5.10 - <del>65.99</del> years	232	0.1115	464	224
6.10 - <del>6.99</del> 7 years	240	0.1153	480	280
7.01 - <del>7.99</del> 8 years	248	0.1192	496	340
8.10 - <del>98.99</del> years	256	0.123	512	340
9.10 - <del>10.9.99</del> years	264	0.1269	528	340
10.10 - <del>1110.99</del> years	272	0.1307	544	400
11.10 - <del>11.99</del> 12 years	280	0.1346	560	400
12.10 - <del>12.99</del> 13 years	288	0.1384	576	400
13.10 - <del>13.99</del> 14 years	296	0.1423	592	400
14.10 - <del>14.99</del> 15 years	304	0.1461	608	400
15.10 - <del>15.99</del> 16 years	312	0.15	624	460
16.10 - <del>16.99</del> 17 years	320	0.1538	640	460
17.10 - <del>17.99</del> 18 years	328	0.1576	656	460
18.10 - <del>18.99</del> 19 years	336	0.1615	672	460
19.10 - <del>19.99</del> 20 years	344	0.1653	688	460
➤ 20 years	352	0.1692	704	520

**PTO Accrual - Plan B (Employees eligible on November 3, 2013 or later)**

Years of Eligibility	Annual Accrual Rate (hours)	Hourly Accrual Rate	Maximum Bankable Hours	PTO Payout Cap
0 - <del>1.99</del> 2 years	192	0.0923	384	124.8
2.10 - <del>2.99</del> 3 years	208	0.1	416	129.6

3. <del>01</del> – 3. <del>994</del> years	216	0.1038	432	134.4
4. <del>10</del> – 4. <del>995</del> years	224	0.1076	448	139.2
5. <del>10</del> – 5. <del>996</del> years	232	0.1115	464	144
6. <del>10</del> – 6. <del>997</del> years	240	0.1153	480	146.4
7. <del>10</del> – 7. <del>998</del> years	248	0.1192	488	148.8
8. <del>10</del> – 8. <del>999</del> years	256	0.123	496	151.2
9. <del>10</del> – 9. <del>9910</del> years	264	0.1269	504	153.6
10. <del>10</del> – 10. <del>9911</del> years	272	0.1307	512	156
11. <del>10</del> – 11. <del>9912</del> years	280	0.1346	520	158.4
12. <del>10</del> – 12. <del>9913</del> years	288	0.1384	528	160.8
13. <del>10</del> – 13. <del>9914</del> years	296	0.1423	536	160.8
14. <del>01</del> – 14. <del>9915</del> years	304	0.1461	536	160.8
15. <del>10</del> – 15. <del>9916</del> years	312	0.15	536	160.8
16. <del>10</del> – 16. <del>9917</del> years	320	0.1538	536	160.8
17. <del>10</del> – 17. <del>9918</del> years	328	0.1576	536	160.8
18. <del>10</del> – 18. <del>9919</del> years	336	0.1615	536	160.8
19. <del>10</del> – 19. <del>9920</del> years	344	0.1653	536	160.8
➤ 20 years	352	0.1692	536	160.8

#### *Use of PTO*

- ◆ PTO is accrued on a per hour basis up to 80 hours and may be used subsequent to the payroll in which it was earned.
- ◆ PTO time is available for an employee's absence due to a minor illness or injury. In the event an employee is absent for more than three days or in cases of excessive absenteeism, medical certification from a healthcare provider must be provided by the employee if requested by the employee's supervisor or Department Head. The Department Head may also require certification from a physician that the employee is capable of returning to work. (See FMLA)
- ◆ PTO will continue to accrue up to the Maximum Bankable Hours listed above but only the number of hours set forth below will be paid out at termination:
  - Non-scheduled use must be requested prior to the beginning of a shift or per departmental practices. Non-scheduled PTO requests may be denied depending on staffing needs.
  - Employees receiving Workers Compensation may use accrued PTO hours to return to 100% of their net salary.
  - An employee taking an unpaid leave of absence must use all accrued PTO hours before beginning the unpaid leave.
  - Supervisors have the authority to encourage and/or deny use of PTO during critical times.

#### *Termination Benefits*

Upon termination of employment with the Town, PTO will be paid at the employee's hourly wage based upon the PTO Payout Caps listed above.

Termination pay cannot be used to extend the employee's date of termination beyond the last scheduled workday.

## Donated PTO Policy

The intent of this section is to allow for the transfer of accrued PTO from one employee to the paid time off account of another employee who has a need for additional paid PTO because he/she has exhausted all paid PTO. The donation of accumulated PTO can be done only on a dollar for dollar basis. The employee requesting donated PTO shall submit a request to Human Resources authorized by the recipient's Department Head. PTO may be donated to all employees including seasonal and part-time employees subject to all terms and conditions contained in this policy.

Employees may also contribute to a Donation Bank. All employees may be eligible recipients of the Donation Bank. Requests for PTO donations from the bank must be submitted to Human Resources. Donations must be approved by the department directors/supervisors.

The Town Manager reserves the right to determine eligibility for donation transfer on a case-by-case basis. Exercise of the donation policy shall not establish precedent or practice and shall not be subject to the grievance procedure.

### *Donated PTO Terms and Conditions*

1. Donations may be from accrued PTO and will be credited to the recipient's PTO account. Donations will be subject to policies that govern the PTO policy.
2. The recipient must first use all accrued PTO before being eligible to receive donated PTO.
3. Employees receiving worker's compensation, disability, or other similar benefits are not eligible to receive donated PTO.
4. Any donation of PTO must be at least four hours and not more than forty hours per year from any one donor to any one employee unless approved by the Town Manager. Department Directors/Supervisors must authorize the donation of PTO to their employees.
5. The donor must maintain at least 40 hours of PTO in their own account.
6. The donated PTO will be transferred at the donor's pay rate and used at the recipients pay rate.
7. Donations may be made retroactively, but no more than sixty days retroactively.
8. Names of donors and recipients will not be revealed unless the donors and recipients choose to do so in writing.
9. Employees are only eligible to receive donated PTO for normal work hours lost.
10. Employees will be allowed to receive up to 480 hours of donated PTO annually. Any donation of PTO must be approved by the recipient's Department Head.
11. Donated PTO hours do not qualify for cash payout upon termination.

### **Unpaid Time Off see extended leave of absence P. 32**

~~Employees may, with their supervisor's approval, take unpaid time off from work; however, employees are required to exhaust all PTO first.~~ During these brief periods of time the Town will continue to provide employee insurance benefits for Group I & II employees with the understanding that the employee will return to work at a predetermined scheduled time. However, the employee must make arrangements to make payments for any dependent coverage cost he/she may be carrying when payment by payroll deduction is not possible. If the employee fails to return to work following unpaid time off, the employee will be held responsible for repayment of all benefit costs incurred by the Town during the employee's absence. The employee will not accrue PTO during unpaid time off since PTO is based upon hours worked.



### **Short Term Disability (STD)** (all employees except Police)

Colorado PERA members with five or more years of earned service credit are covered by short term disability (STD) insurance and a disability retirement benefit. STD may provide reasonable income after you have been unable to work for 60 days. STD lasts a maximum of 22 months. The maximum income is 60% of your pre-disability earnings. [www.copera.org](http://www.copera.org)

### **TheStandard<sup>®</sup> Group Long Term Disability Insurance (LTD)**

At no cost to the employee, full time/year round employees (group 1, 2, 6 & 7) are automatically enrolled into the Town of Mountain Village Group Long Term Disability Insurance Program. This program provides employees with income protection if they are unable to work more than 90 days due to illness, physical disease, injury, pregnancy or mental disorder.

### **Employee Housing Program**

Furnished one bedroom, shared occupancy units may be available for full time, seasonal employees at Village Court Apartments. Priority for the program is given to departments providing essential services to help them maintain the operational staff to meet the needs of the community. Contact the HR Coordinator for more information.

### **Housing Down Payment Assistance Program**

An employee may be eligible for housing assistance towards the purchase of a home in Mountain Village depending on the Town's available funding. Contact Human Resources for more information.

### **Ski Passes and Skiing Privileges (except Group 5 employees)**

Employees are eligible for a discounted ski pass. All ski passes are a taxable benefit.

All passes are for use by employees ONLY. For those who are new to the mountain, the fastest way to lose your ski privilege is to sell, loan or give away your ski passes. Misuse or abuse of ski passes is closely monitored. Selling, loaning or giving away either your Season pass or the Day Passes is against the law. This type of ski pass misuse is called "Theft of Skier Services". For your own protection, you should know that selling, loaning or giving away a Day Pass is a Class III Misdemeanor punishable by six months in prison and up to a \$500.00 fine. Selling, loaning or giving away a Season Pass is a Class IV Felony Theft carrying a maximum penalty of up to six years in prison and a minimum fine of \$2,000.00. In addition to these penalties other additional disciplinary actions may also occur.

### **Unemployment Insurance**

The Town contributes a percentage of employee's wages to the state to provide unemployment benefits if an employee becomes unemployed through no fault of their own. Eligibility for benefits is an individual determination made by the appropriate state agency.

### **PAY**

This section of your handbook explains how payroll is administered, defines Employee Classification Groups, outlines Employee Benefits and explains Eligibility.

### *Employee Information Changes*

Employees are required to contact the Human Resource Department if changes occur in the following information:

- ◆ Marital status
- ◆ Dependent insurance coverage information
- ◆ W-4 or 401(k) contribution
- ◆ Address, telephone or other contact information
- ◆ Driver's license or identification renewal
- ◆ Completion of education, credential or training program
- ◆ Beneficiary changes
- ◆ Bank information for direct deposit
  - *Inaccurate bank routing information may result in delayed processing of funds until the next pay period. Use pre-note if unsure of account numbers.*

In some cases, your insurance eligibility or other dependent coverage options may be affected by inaccurate information.

### **Garnishments and Attachments**

By court action, a creditor may require the Town to withhold a certain percentage of your pay. If garnishments or similar proceedings are instituted against an employee, the Town will deduct the required amount from the employee's paycheck. Garnishment actions are conducted in compliance with appropriate federal and state laws.

### **Holiday Pay Dates**

It is the policy of the Town to provide employees with certain holiday pay dates. Employees must work their regularly scheduled shift prior to and after the holiday to be eligible for the holiday pay rate. All non-exempt employees of the Town shall receive time and one half if they work on the following designated official holiday pay dates:

<b>Holiday</b>
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

If an employee does not work on a holiday pay date they must use PTO if they want to be compensated for that day.

### *Compensation and Calculation of Holiday Pay*

When a non-exempt employee is scheduled to work an official holiday pay date, the employee shall be paid time and one-half for the hours worked. (i.e. An employee that makes \$10.00/hr will be paid \$15.00/hr for working a designated holiday pay date). If overtime is worked on a holiday over forty hours, the overtime hours will be paid at 2.25 times the regular pay rate (i.e. if an employee that makes \$10/hr works 36 hours of regular time, and 8 hours on a holiday pay date he/she will be paid \$15/hour

for 4 hours and \$22.50 for the 4 overtime hours). *Pre-approval by the Town manager is required for exempt employees to receive holiday pay.*

### **Lost Paychecks**

Employees are responsible for their paychecks once they have been received from the supervisor. If an employee loses a check, they should immediately notify their supervisor. Employees should not expect to receive their replacement paycheck until five working days after a check has been reported lost. This delay is due to the amount of time required to stop payment on one check and to issue a new one.

### **On Call Duty & Pay (except Police)**

The safety sensitive and customer service nature of many of our departments dictates the need for twenty-four hour, seven-day coverage. These departments operate fully staffed during normal business hours and require coverage by "On Call" personnel after hours, on holidays and weekends. The term "On Call" means that an employee carries an electronic communication device (i.e.: cellular phone, pager or radio) and responds to whatever calls may come in after hours. This response is made first by phone and, if necessary, secondly by going into work and physically addressing whatever the problem might be. In instances where calls come in reporting severe or emergency conditions, an employee should contact their supervisor and report as to the condition. Supervisors should discuss with employees the types of situations constituting a severe or emergency condition, for which the supervisor should be contacted.

Exempt (salaried) personnel performing "On Call" duties are not eligible for additional compensation for time spent being "On Call", for being called out or for overtime in accordance with applicable federal wage and salary guidelines.

Eligible non-exempt (hourly) employees performing "On Call" duties are eligible for additional compensation for being "On Call", for being called out and for overtime hours (hours spent over their normal 40 hour work week). Non-exempt employees will be compensated in the following manner and at the following rates:

#### *"On Call" Pay for non-exempt employees*

##### Departments with 7 day week coverage

\$10.00 per day for after hour on call duty

##### Departments with 5 day week coverage

-\$10.00 per day for after hour on call duty on days the employee is regularly scheduled to work.

-\$25.00 per day on days the employee is not regularly scheduled to work and there is no day time coverage, and when the employee is required to respond 24 hours a day

#### *"Call Out" Pay for non-exempt employees*

"Call Out" pay for non-exempt employees is paid at the regular hourly rate up to 40 hours per week.

Employees will be paid at 1 ½ times the regular hourly rate over 40 hours per week.

#### *On Call Staffing:*

The "On Call" schedule for each department may be staffed by management personnel, supervisory personnel or hourly personnel at the discretion of the department manager/supervisor.



## **Overtime Compensation**

From time to time, employees may be required to work overtime. In these instances, employees are given as much advance notice as practical. Non-exempt employees are paid at the rate of one and one-half times their regular rate for hours worked in excess of 40 during the established workweek. For purposes of calculating overtime, only hours actually worked are counted.

Town employees may elect, at their own discretion, to work in jobs outside their regular duties and departments without incurring overtime. The extra work must be completely separate from their regular job and must be very occasional. There is no set number of hours for these sporadic assignments, however, they should be relatively minimal.

### *Non-exempt (Hourly) Employees*

All non-exempt employees (employees paid on an hourly basis), with the exception of Police Officers, will be compensated at an overtime rate of one and one-half times their regular rate for all hours worked in excess of 40 hours per week. A week is defined as Sunday through Saturday. Time paid but not worked (i.e. PTO and/or jury duty) will not be counted as hours in calculating weekly overtime. All overtime must be pre-authorized by a supervisor.

### *Exempt (Salaried) Employees*

Exempt employees are not subject to overtime provisions. No overtime will be paid for hours worked in excess of 40 hours per week.

Compensatory time may be granted for extra hours worked under certain circumstances, entirely through the generosity of the Town and only with the pre-approval of the direct supervisor and Town Manager. Approved compensatory time may only be taken during the pay period in which the extra time worked is incurred and cannot be carried over to future pay periods.

### *Overtime Pay for Police Officers*

Police Officers are paid overtime at a rate of time and one half for hours worked in excess of eighty hours per two-week pay period. A two-week pay period for Police Officers is defined as Sunday of one week through Saturday of the following week. Time paid but not worked (e.g., PTO, jury duty) will not be counted as hours in calculating weekly overtime. All overtime must be pre-authorized by a supervisor.

## **Pay Period and Paydays**

Employees are paid on a biweekly basis. The pay period runs from Sunday through Saturday. Actual paydays are regularly scheduled for the Friday following the close of the pay period the previous Saturday. Employees may obtain their paychecks and/or pay statements directly from their supervisor. For the employees' convenience, we offer the option of having paychecks automatically deposited to bank account(s). Employees that also opt to receive an electronic statement can view/print their direct deposit statement via online employee self service.

## **Payroll Deductions**

Applicable federal and state taxes are withheld from your paycheck each pay period. The law requires that a specified amount be withheld for Medicare Tax and Public Employees Retirement Association (PERA) benefits. The number of exemptions each employee claims on their W-4 form determines the amount of federal and state withholding.

If you need to increase your federal or state withholding or change the number of exemptions claimed, you must initiate the changes online in Ultipro or notify the Human Resources Department and complete the required forms.

### **Payroll Disruption**

If the Town experiences computer failure or some other complication that could cause disruption of the paycheck distribution schedule, the Town will use its best efforts to distribute the paychecks within forty-eight (48) hours of the affected payday.

### **Personal Expenses**

From time to time employees may use their personal credit card on behalf of the Town. These circumstances should be rare and limited to relatively minor sums of money. The Town will only reimburse employees for expenses incurred while conducting legitimate Town business, including training, and accompanied by a receipt.

### **Time Reporting**

All employees are required to record the hours worked and project tasks via time clock, computer, or phone. Time utilized commuting to and from the workplace is not considered hours worked. Scheduled time off for any employee must be taken as PTO or unpaid leave. All timesheets must reflect the actual hours worked. The accuracy of employee time reporting is the responsibility of the employee.

The supervisor is responsible for verifying, approving and submitting time records no later than 10 am on the Monday prior to payday. If there is a discrepancy between times shown on the time record and the employee's paycheck, employees should notify their supervisor immediately. If an employee has not recorded their time properly, adjustments may be made to the next paycheck if appropriate.

Do not punch "In" before starting a shift more than seven minutes before the normal start of that shift. For example, if your shift begins at 8:00 a.m., do not punch "In" before 7:53 a.m. unless instructed otherwise by your supervisor.

Punch "Out" as soon as possible following the completion of your shift. Normally, this should not be more than seven minutes following the end of your shift, unless you are authorized to work overtime.

Employees may not punch another person's time card. Employees may not falsify information on time cards. Should an employee punch another person's time card by mistake, the employee must notify their supervisor immediately. Falsification or tampering with time records or violation of this policy is subject to disciplinary action including termination.

### **Tips, Commissions or Fees**

The solicitation or acceptance of unauthorized tips, commissions, fees, or items of monetary value from guests, representatives, suppliers, or any other source, as compensation for services rendered is improper and illegal. (See Code of Ethics Policy)

### **Travel, Training & Education**

## Employee Development

Employees may be given the opportunity to develop their work capacity so that they can improve and extend their contribution to the employer. The department head must approve in advance any employee training to determine the value to the employee and Town.

A completed *Per Diem Travel Expense Form* with department head approval is necessary for any reimbursement. Cash advances may be allowed if requested at least 48 hours in advance. Expenses for alcoholic beverages and personal entertainment are not reimbursable. Mileage for use of a personal vehicle is reimbursable at the current IRS rate. Registration fees and/or airfare are generally paid ~~by~~ **check** before the trip.

## TIME OFF

### Absence Requests

Requests for absence from work must be submitted to the supervisor. Supervisors have the authority to grant or deny requests based upon a variety of factors including but not limited to: department staffing considerations, reason for needing the absence, whether the employee has adequate PTO accrued to accommodate the request, tenure with the Town, etc. Failure to submit absence requests in a timely manner may result in requests being denied.

### Bereavement/Funeral

All full time, year round employees will be granted up to five days (40 Hours) of paid leave due to a death of an immediate family member. "Immediate family" is defined as follows: spouse, children, parents, brothers, sisters, grandchildren or grandparents of either employee or employee's spouse. This paid leave is in addition to any PTO the employee may be eligible for. The Town reserves the right to request proof of such death. Pay will be calculated based on straight time of the employee's normally scheduled work week.

Employees are also allowed up to four hours of paid leave to attend a fellow employee's funeral service. Time off is subject to supervisor approval. Employees are required to use PTO if they need additional time.

### Domestic Abuse Leave

~~Employees subject to domestic abuse may be eligible for a leave of absence. Please see the Human Resource Department for more information.~~

~~The Town provides leave to employees who are the victims of domestic violence or abuse, stalking, sexual assault, or a crime found by the court to include an act of domestic violence. To be eligible for this leave, an employee must be employed for at least 12 months preceding the leave. Upon reasonable advance notice (except in cases of imminent danger to the health or safety of an employee), an employee may take up to three working days of leave in any 12-month period. The 12-month period will be measured forward from the date the first domestic violence leave begins.<sup>a</sup>~~

~~Leave is unpaid although employees may use accrued PTO. Employees must use the leave to:~~

- ~~• Seek a civil protection order to prevent domestic abuse~~
- ~~• Obtain medical care or mental health counseling for himself or herself or for his or her children to address physical or psychological injuries resulting from the domestic abuse, stalking, sexual assault, or other crime involving domestic violence~~

- Make his or her home secure or seek new housing to escape the perpetrator
- Seek legal assistance and prepare for and attend court-related proceedings arising from acts of domestic violence

Employees must contact Human Resources to request leave. The Town requires appropriate documentation to approve this leave. Appropriate documentation may include police reports, court orders, confirmation of court appearances, or documentation from medical and other professionals.

### **Unpaid Time Off/ Extended Leaves of Absence**

Employees may, with their ~~supervisor's~~ department director's approval, take unpaid time off from work; however, employees are required to exhaust all PTO first.

Full time, year round employees may, ~~in certain circumstances,~~ be granted an extended leave of absence that is voluntary time off without pay for reasons other than otherwise protected under federal or state law (illness, disability--).

~~Such leaves may be for furthering of education, family hardships, etc. Such requests will be granted in the Town's sole discretion based on a variety of factors, but not limited to, the reason for, and length of the requested leave, length of employment, employee performance, workload, and the ability of the Town to cover an employee's job responsibilities during the requested leave. In order to be eligible for an unpaid personal leave of absence, employees must be in good standing and have continuously worked for the Town for one year.~~

The Town will consider an unpaid personal leave of absence up to six weeks.

Employees should submit requests to their supervisor. Except in the case of emergencies, requests for personal leaves of absence should be submitted at least four weeks in advance of the need for the leave. Employees must use all paid leave available before starting a personal leave of absence. The employee will not accrue PTO during unpaid time off since PTO is based upon hours worked. Paid bereavement leave or employer's jury duty pay are not granted on unpaid leave. -Health, dental and vision benefits will remain in force if the individual makes prior arrangements to pay their share of the costs. Employees should consult human resources to determine the impact of any approved leave on an employee's eligibility for group benefits and required premium payments.

The department director supervisor, Human Resources, -and the Town Manager must approve all personal leaves of absence.

~~Individuals may be reinstated to their original job or to a position of like status and pay without loss of seniority, if they return to work within a period of six weeks. Time spent on personal leave must be applied to accrued PTO.~~

### **Jury Duty**

Employees will receive the necessary time off for jury duty. Any employee who is summoned for jury duty or subpoenaed in connection with his or her employment during regularly scheduled work time will be compensated for scheduled hours. When summoned, employees should notify and submit a copy of the summons to their immediate supervisor. If excused from jury duty during regular working hours, employees are expected to return to work. Employees will receive their normal pay for all jury duty

hours worked that coincides with their regularly scheduled work time. Employees must endorse all jury duty compensation checks to the Town or have the amount deducted from their pay.

### **Family and Medical Leave (FMLA)**

The Town provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- Incapacity due to pregnancy, prenatal medical care, or child birth.
- To care for the employee's child after birth, or placement for adoption or foster care.
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition.
- Serious health condition that makes the employee unable to perform the employee's job.

### **Military Family Leave Entitlements**

Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the Armed Forces, National Guard, or Reserves may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

\*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition."

### **Benefits and Protections**

During FMLA leave, the Town maintains the employee's health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium while on leave. If the employee is able but does not return to work after the expiration of the leave, the employee will be required to reimburse the Town for payment of insurance premiums during leave.

Upon return from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Certain highly compensated employees (key employees) may have limited reinstatement rights.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave. As with other types of unpaid leaves, paid leave will not accrue during the unpaid leave.      Holidays, funeral leave, or employer's jury duty pay are not granted on unpaid leave.

### **Eligibility Requirements**

Employees are eligible if they have worked for the Town for at least 12 months and for 1,250 hours over the previous 12 months.

### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents a qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive full calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Use of Leave**

The maximum time allowed for FMLA leave is 12 weeks in the 12-month period. The Town uses the 12-month period measured forward from the first day of an employee's leave.

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Town's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employees taking intermittent or reduced schedule leave based on planned medical treatment and those taking intermittent or reduced schedule family leave with the Town's agreement may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

### **Substitution of Paid Leave for Unpaid Leave**

The Town requires employees to use accrued paid leave while taking FMLA leave. Paid leave used at the same time as FMLA leave must be taken in compliance with the Town's normal paid leave policies. If an employee's leave of absence does not constitute paid leave as defined by the town's paid leave policies, the employee cannot use accrued paid leave, but can take unpaid leave. FMLA leave is without pay when paid leave benefits are exhausted.

### **Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Town's normal call-in procedures.

Employees must provide sufficient information for the Town to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Town if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees also may be required to provide a certification and periodic recertification supporting the need for leave. The Town may require second and third medical opinions at the Town's expense. Documentation confirming family relationship, adoption, or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action in accordance with the Town's attendance guideline. Employees on leave must contact the Human Resource Director at least two days before their first day of return.

### **The Town's Responsibilities**

The Town will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. The Town will provide a reason for the ineligibility if they are not eligible.

The Town will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Town determines that the leave is not FMLA-protected, the Town will notify the employee.

### **Unlawful Acts**

- FMLA makes it unlawful for the Town to: Interfere with, restrain, or deny the exercise of any right provided under FMLA.
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the Town.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

### **Non-Work Related and Non-FMLA Medical Leave**

Employees who have not worked 12 months or 1,250 hours are not eligible for the Town's FMLA guideline. New employees requiring non-work related medical leave may have up to two (2) weeks unpaid time off without jeopardizing their employment status. Employees requiring more time off than two weeks may be involuntarily terminated in order to allow the Town to address staffing needs. Employees terminated under these circumstances may be eligible for consideration for future positions once they are able to return to work.

Any employee requiring non-work related medical leave must produce a doctor's excuse in order to receive approval for that leave. Upon the employee's return to work, they must produce a doctor's release for full or modified duty.

### **Family Care Act Leave**

The Town provides up to 12 weeks of unpaid leave to eligible employees to care for their partners in a civil union or domestic partnership, who have serious health conditions. Generally, leave under the Family Care Act is administered consistent with FMLA regulations. Contact your supervisor or Human Resources if you need family care leave.

## **Military Leave/ Reserve Duty**

Employees granted a military leave of absence are re-instated and paid in accordance with the laws governing veterans' re-employment rights.

Employees are granted an unpaid military leave of absence, subject to federal law.

If employees are in the Reserves or National Guard and are called for training, the training period will not be charged to paid time off (PTO) unless the employee makes such a request. The Town currently compensates employees for a portion of military leave by paying employees the difference between military pay (not including travel or subsistence allowances) and Town pay up to 15 days per calendar year.

The Town prohibits retaliation against any employee for taking time off under this policy. If you believe there has been a violation of our retaliation standard, please contact the Human Resources Department.

## **Office Closures**

In the case of inclement weather or emergency conditions, the Town Manager may close Town facilities or suspend Town operations. Employees are expected to be at their work stations unless the Town Manager declares the offices officially closed. Any employee who is absent from their work station when offices are officially open will be charged personal time off (PTO) or leave without pay for the time missed. Employees will be paid for their regular work day when offices are officially closed due to weather conditions.

## **Voting**

The Town will give an employee time off to vote. The employee will be paid for working time he or she is required to miss in order to vote. The employee is required to apply for the leave before the day of election and the supervisor may specify the hours that the employee may be absent, provided, however, that the hours shall be at the beginning or end of a shift if the employee so requests.

## **Work Environment**

### **Appearance**

The Town believes an employee's dress and grooming should be appropriate to the work situation. Radical departures from what the Town considers conventional dress or grooming are not permitted, regardless of the nature of the job performed.

Personal appearance is important to maintaining our commitment to excellence, and our commitment to a professional image. While appearance is a matter of personal taste and personal pride, certain standards must be adhered to. You may be required to wear a specific uniform, however if you are not, you are expected to have a "resort casual" appearance. In that respect, the following list is a partial list of inappropriate attire/styles:

- Extremely "short" shorts, skirts and dresses.
- Extremely low cut blouses or shirts with cleavage or chest hair showing.
- Clothing that reveals undergarments (or lack thereof).
- Frayed, worn-out or overly faded clothing.
- Belts, chains, or other attachments that could become a safety issue.
- Excessive ear piercing (more than three earrings per ear).



- Any overly extreme hairstyles, dress or jewelry.
- Flip-flops, thongs or sandals worn in safety sensitive areas are not permissible. These types of shoes may only be worn where job appropriate and where safety standards permit.

All employees should wear their hair clean and neatly groomed so that it does not interfere with operational duties or the professional image of the employee. Departmental guidelines may require certain hair restrictions due to health and safety requirements at the direction of their department supervisor/manager. Hair must be of a natural color.

### **Attendance & Punctuality**

Excessive absenteeism and late attendance places a huge burden on other employees and on the Town. In many cases, working short staffed compromises employee safety and it is detrimental to the quality of guest service we provide the public and our customers. Each employee is expected to be prompt and regular in attendance. Your attendance and punctuality record will be a key consideration in granting pay raises, promotions or transfers. Personal appointments should be scheduled during the lunch hour or after work hours, whenever possible. If scheduling a personal appointment during working hours is absolutely necessary, advance approval from your supervisor is required.

The Town has a strict policy relative to an employee's failure to report to work. As soon as you know that you will be absent or late to work, you must telephone your supervisor to report your absence or lateness. Permission not to report to work must be obtained directly from your supervisor. Leaving a message with non-designated employee is not acceptable. Failure to promptly report your absence or lateness will not be tolerated. Your supervisor will determine what constitutes an excused or unexcused absence. The Town reserves the right to make allowances, at its sole discretion, for what it considers emergency or extraordinary circumstances.

### **Name Tags**

Failure to wear a provided nametag or wearing another person's nametag is not acceptable. If you lose your nametag please notify your supervisor immediately so that a replacement can be obtained.

Front line employees are asked to wear buttons to be more visible for guests, visitors, and residents.

### **ID Cards**

Employees are issued Town employee identification cards when required by their position. Upon termination employees must return cards to Human Resources.

### **Uniforms**

Many employees are required to wear a uniform during working hours, furnished by the Town. When uniforms and other Town owned equipment are issued, employees will be asked to sign a uniform/equipment log identifying each item received its value and the Town's policy regarding return of these items to the Town. The uniform/equipment log clearly states that the value of any items not returned to the Town may be deducted from an employee's final paycheck

Employees are responsible for the maintenance of all uniforms and equipment assigned to them. All uniform and employee clothing shall be in good condition, free of stains, rips, holes and excessive wear. It is the responsibility of each Town employee to maintain his/her uniform work clothing in a neat, clean, and identifiable condition. Replacement of worn, tattered or stained clothing may be arranged with the supervisor upon the return of the excessively worn or stained clothing at the supervisor's discretion.

Department Managers and Supervisors are responsible for department inventory of all uniforms – issuing at hire and collecting upon termination. Employees will be charged for all items not returned.

### **Lunch (Does not apply to Police)**

The supervisor will determine when, during your shift, you may take your lunch period. Lunch periods are not paid by the Town unless the employee is required to take a working lunch. Employees who take their meal breaks at their desks are asked to refrain from working during that time. The Town encourages employees to leave their work area during meal time. On the rare occasion that an employee must work through lunch, due to staffing shortage or other considerations, the employee will be paid for the portion of their lunch time worked. Prior authorization is required before employees work overtime or through meal breaks. Employees who abuse this regulation may be subject to disciplinary actions.

### **Communication Systems & Password Policy**

The communication systems are property of the Town and intended for business use. Therefore, the Town maintains the ability to access any computer files, use of software, Internet usage, voice mail and e-mail. Although employees may select individual passwords, employees should not assume that such files are confidential. However, other than management employees acting on behalf of the Town, employees should not attempt to gain access to another employee's computer, Internet files, e-mail or voice mail without the latter's permission.

All computer users' "Windows password" must be changed at least once every 90 days. You will be prompted to change your password.

All information regarding access to the Town's computer resources, such as user identifications, modem phone numbers, access codes, and passwords are Town confidential information and may not be disclosed to non-Town personnel.

### **Email**

Because the Town provides the e-mail system to employees to help them with the performance of their jobs, it should be used for official Town business. Incidental and occasional personal use of email is permitted. However, employees should be aware that these messages will be treated the same as business messages, and subject to review at any time without notice. Employee correspondence on email may be a public record under the public records law and may be subject to public inspection.

Also, employees cannot control where their messages will ultimately end up. For example, a message meant for one person can be mistakenly sent to the wrong individual(s), or the message can be forwarded to unintended recipients. In addition, e-mails that were deleted are stored elsewhere on the system.

### **Personal Use of the Internet**

Use of the internet must not interrupt the operation of the Town network or the networks of other users. It must not interfere with employee's productivity.

### **Software and Copyright**

The Town licenses, and does not own the software it utilizes. Therefore, use of the software must be in accordance with the applicable Software Agreements or as directed by the Town's designated Software Manager.

Employees must not use the Town's technology resources to copy, retrieve, forward or send copyrighted materials unless the employee has the author's permission.

### **Unauthorized Use**

Employees are not permitted to visit websites or send electronic e-mail that is deemed by management as inappropriate or in violation of other Town guidelines (such as pornography or online gambling). We reserve the right to determine when an employee is using the Town communications inappropriately.

### **Passwords**

The Town's Computer system requires the use of "complex passwords". "Complex passwords" require three of the following four characters (upper case, lower case, numeric and special character) be contained in your password. The password also must be at least eight characters in length. Passwords are required to be changed every 90 days.

It is the employee's responsibility to protect their password (IE. DO NOT give out your password to anyone or write it down whereas someone could obtain it).

### **Password Responsibility**

It is the employee's responsibility to protect their password (IE. DO NOT give out your password to anyone or write it down whereas someone could obtain it).

### **Website Blocking**

An Internet filtering system has been deployed which will block "known" infected websites. Other sites have also been blocked based on categories. This will be an ongoing process in determining which categories to block. Initially the following categories have been blocked: Adware, Dating, Gambling, Games, Hate/Discrimination, Nudity, P2P File/Music sharing, Pornography and Web Spam. Attempting to access a blocked page will cause this message: "Sorry, [domain] has been blocked by your network administrator".

Note: Use of the Internet can be important for completing job functions. This web filtering project is not intended to prevent you from doing your job or to make your job harder. It is intended to protect the system and the users of the system. Therefore, if you need to access a website and it is blocked, please notify your supervisor who in turn will notify me. With supervisor approval, these sites will be unblocked as needed.

Please contact your manager or human resources with any questions.

### **Email Security Tips**

Have separate email accounts for work and personal activity. Having separate email accounts will not only help boost your security, but also your productivity. Imagine if you could consolidate all of your work emails into a single work account; all of your friends and family communicate with your personal account; you have a recreational account for various websites; and a throwaway account for potential spam links. This way, if someone hacks your work account, all of your personal emails are still safe.

### **Unique Passwords:**

You should use a unique password for each account that you setup. If your password is compromised, only that account will be affected.

### **Beware of Phishing Scams:**

Basically, malicious users will imitate and impersonate high-profile websites (e.g., eBay, Amazon, Facebook, etc.) and say that they're experiencing trouble with your account; all you have to do to fix it is to send them your username and password to verify your authenticity. Sometimes they'll even link you to a false website that looks *exactly* like the real thing.

Be wary. In fact, whenever your personal information is ever brought up in a non-face-to-face capacity, your scam detector should go off loud and clear.

### **Outlook Setting:**

Disable auto preview pane. If a suspicious message is received, it can be deleted without being opened.

### **Do Not Open Unsolicited Attachments:**

Attachments are a tricky thing when it comes to email. If you're expecting something from a buddy or an uncle, then sure, go ahead and open the attachment. Have a laugh at the funny photo they sent you. It's all good when you are expecting the attachment. But if the email is unsolicited, *never* open any attachments. Even if the file looks innocent, you could be in for a world of hurt. Filenames can be spoofed. JPEGs could be EXEs in disguise and those EXEs will run as soon as they're downloaded. And then you'll have a virus on your hands.

### **Avoid Public Wi-Fi:**

Avoid checking your email when you're on public Internet. It can be tempting to whip out your smartphone or laptop and check for new messages. Unfortunately, public Wi-Fi can be extremely insecure. There are programs out there called "network sniffers" that run passively in the background of some hacker's device. The sniffer monitors all of the wireless data flowing through a particular network and that data can be analyzed for important information. Like your username and password.

### **Voice Mail**

Employees are responsible to make certain their voice mail messages are reviewed in a timely fashion. When employees know that they are going to be out of the office for a day or more, they must leave messages on their voice mail stating when they will be returning messages, and who will be an alternate contact in the meantime.

### **Telephones/ Cell Phones / Mobile Devices (refer to Cell Phone policy)**

The Town provides cell phones mobile devices to those employees who need them to perform their jobs. Such phones-devices are intended for business use. In the interest of good business practice, personal telephone calls, including those made with cell phones, must be minimal and not interfere with employees' performance of their jobs. Where personal use of Town's phones cost the Town money, the Town is entitled to reimbursement. This includes any additional expenses incurred when doing an upgrade.

For safety reasons, employees should avoid the use of cell phones while driving. In accordance with Colorado law, all drivers are prohibited from texting while driving.

Town cell phone numbers shall be published in the Town directory and on the town website. Phone numbers remain with the Town upon termination.

Employees must report lost or stolen town devices to the Broadband Services Director immediately.

### **Conflict of Interest**

A "conflict of interest" exists when the interests of the Town or the community it serves are compromised by an employee's involvement in outside interests, businesses or employment. Employees must report in writing any outside interests, businesses or employment to their supervisor and to the Town Manager so that any possible conflicts of interest may be identified.

An employee may engage in outside interests, businesses or employment only after the following has occurred:

- The employee has informed their supervisor and the Town Manager in writing,
- No conflict of interest is found to exist, and
- The employee has received written permission from the Town Manager to proceed.

Where there is the possibility of a conflict of interest an employee may be asked either to forgo outside interests, businesses and employment during their employment with the Town or to seek employment elsewhere. The Town believes that, in these instances, the community as a whole is better served by doing what is right rather than what is expedient or of direct personal gain.

### **Discipline / Discharge**

Occasionally performance or other behavior falls short of our standards and/or expectations. When this occurs, management takes action, which, in its opinion, seems appropriate.

Disciplinary actions can range from a formal discussion with the employee about the matter to immediate discharge. Action taken by management in an individual case does not establish a precedent in other circumstances. An employee's conduct is a major factor affecting the health and growth of the Town. It is also an important aspect of the Town's image within the community. When management finds an employee's performance is unsatisfactory or an employee's conduct is unacceptable, disciplinary action may be taken.

In the event that it becomes necessary to discipline an employee for unsatisfactory performance or violation of Town policies and procedures, one or more of the following disciplinary actions may be taken.

**Verbal Reprimand** – A verbal reprimand is usually considered the least serious form of disciplinary action. It is generally intended to inform the employee of the need for improvement in job performance or to confirm an employee's understanding and application of Town policies and procedures. The "Employee Disciplinary Notice" form is filled out as written documentation of a verbal reprimand, verifying that the employee has been informed and is aware of the issue in question. Goals for improvement are established and documented on the form. Both the supervisor and the employee may make comments on this form and both must sign it.

**Written Reprimand** – A written reprimand is a formal reprimand considered to be an appropriate disciplinary action to be taken for more serious job performance or Town policy infractions. This type of reprimand requires a counseling session with the employee during which the supervisor discusses the serious performance or policy related problem with the

employee. The “Employee Disciplinary Notice” form is filled out as written documentation of the written reprimand, verifying that the employee has been informed and is aware of the issue in question. Goals for improvement are established and documented on the form. Both the supervisor and the employee may make comments on this form and both must sign it.

**Termination** – While meant to be the exception rather than the rule, immediate termination without prior warning may be a justified course of action in light of the seriousness of the particular violation and for employees who are repeat violators of Town policies and work rules. The employee is clearly informed as to the reason(s) for termination during a counseling session with the Supervisor. The employee is given the opportunity to make their written comments and sign the “Termination Record” form.

Employees should realize that these general guidelines for disciplinary action must have a degree of flexibility as there are varying degrees of seriousness that pertain to performance and/or Town policy infractions. The Town does not have a policy of progressive discipline and reserves the right to handle each disciplinary issue on a case-by-case basis. The fact that the Town has or has not utilized any of these actions does not set any precedent and should not be relied upon in future disciplinary situations by any employee.

## **Drugs & Alcohol**

The Town is committed to a safe, healthy and productive work environment for all employees that are free from the effects of substance abuse. Abuse of alcohol, drugs and controlled substances impairs employee judgment, resulting in increased safety risks, injuries and faulty decision-making. This includes working after the apparent use of marijuana.

In accordance with the Drug-Free Workplace Act of 1988, the Town prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during Town time, on Town premises, or other work sites.

Testing is an important element in the Town’s efforts to ensure a safe and productive work environment. Please refer to the *Drug & Alcohol Policy- Safety Sensitive Employees* or the *Drug & Alcohol Policy- Non-Safety Sensitive Employees* as appropriate for your position. Contact the Human Resources Department or your supervisor if you have specific questions.

## **Parties & Activities**

As a measure of The Town’s responsibility to promote safety, the following standards have been established for Town sponsored parties and activities:

- Alcohol is allowed on Town premises ONLY for Town sponsored parties or activities. Town sponsored parties or activities shall be defined as Town sanctioned planned events with specific pre-approval by the Town Manager. All other possession and/or consumption of Alcohol on Town premises shall be considered in direct violation of the Town Drug and Alcohol Policy.
- A supervisor should be present at all times to monitor party guidelines and participants' behavior.
- Employees scheduled to work immediately following attendance at a Town sponsored party must refrain from the use of alcohol during the party.
- Employees attending a Town sponsored party who are not scheduled to work immediately following the party must exhibit good judgment in their alcohol consumption to ensure their capability of safe travel home.

- The only Town function that employees are paid to attend is the Annual Town Picnic, unless approved in advance by the Town Manager.

## **Inspections**

We may conduct searches after notice is given and with the employee's consent of employees' personal effects. This may include, but is not limited to: lunch bags, boxes, purses, personal computers, packages, or vehicles.

We may conduct searches of the above items without employee consent if we have a reasonable suspicion to believe that illegal activity is taking place and after obtaining a warrant to do so. Any illegal and unauthorized articles discovered may be taken into custody and will be turned over to law enforcement representatives.

Employees do not have a reasonable expectation of privacy in lockers, desks, cabinets, or file drawers, all of which are keyed by the Town and copies of those keys are kept by the Town.

## **Parking**

If you are parking at the town Hall for business purposes and will be here less than an hour, please park against the rock wall and not in the middle spaces immediately in front of the grocery store. If you will be longer than an hour, please utilize the Gondola Parking Garage.

If you are driving your personal vehicle to /from work, parking permit stickers are available from the police department if you work in town hall. Department head authorization is required.

The Town is not liable for fire, theft, damage or personal injury involving employees' automobiles. Protect your property by locking your car.

## **Performance Evaluations**

The Town reserves the right to review employee performance at any time. Evaluating employee job performance and providing feedback is an important factor in making employment-related decisions. Seasonal employees will receive evaluations at the end of each season. All other employees receive an annual performance evaluation.

## **Employee Political Participation**

The Town encourages employees to participate in matters of responsible citizenship. The Town will not interfere with the conduct of Town employees engaged in political activity, as long as the activities are confined to hours when the employees are not on duty, are not campaigning in their official Town uniforms, and that the activities do not impair the employee's job efficiency or that of others.

Employees whose principal employment is in connection with federally financed activities are subject to the following federal requirements as a condition of such employment.

1. Covered employees may not use their official authority or influence for the purposes of interfering with or affecting the results of elections or nominations for office.
2. In addition, they may not coerce, attempt to coerce, command, or advise other covered employees to pay, lend or contribute anything of value to a party, committee, Town, agency, or person for political purposes.

Political beliefs, activities, and affiliations are the private concern of the employee. An employee's work status is not affected by participating or not participating in lawful civic and political activities. No employee of the Town can directly or indirectly coerce or command any other employee to pay, lend, or contribute salary, compensation, service, or anything else of value to any political party, group, Town, or candidate.

Any Town employee may be a candidate for a partisan political office provided that the involvement does not interfere or present a conflict of interest with his/her job. If involvement is necessary during normal working hours, the individual must take PTO or leave without pay. Employees whose salary comes in part or in whole from federal government sources are subject to the Hatch Act and its revisions.

### **Problem Solving**

If you have a problem concerning a work-related matter, discuss it with your immediate supervisor, where appropriate. Normally, this discussion should be held within 3-5 days of the incident or in a timely manner. Discussions held in a timely manner will enhance our ability to resolve concerns while it's fresh in everyone's mind. The majority of misunderstandings can be resolved at this level.

If the solution offered is not satisfactory, or if it is inappropriate to go to the supervisor, then employees are encouraged to take the problem to Human Resources. If the problem still cannot be resolved, employees may submit a written complaint to the Town Manager for review and final decision about the situation. Also see (EEO Harassment Complaint Procedure)

### **Property Loss or Damage**

#### **Theft of Town or Employee Property**

The Town assumes no responsibility for the property of its employees. However, the Town is committed to ensuring a safe and secure working environment. Theft of money or property from the Town or its employees will be promptly and thoroughly investigated. Such investigations will be conducted by the Town and, if the size and nature of the theft warrants, the Police Department (MVPD). All employees are asked to assist in ensuring the on-going security of the Town and employee property by immediately reporting any suspicious activity to their supervisor, Human Resources, Risk Management or the police department.

#### **Town Property Losses or Damage**

All losses of Town property, including theft, fire or accidental damage, must be reported immediately to a supervisor. The supervisor will take appropriate action informing Risk Management and the MVPD (if appropriate) and will complete the Incident/Accident Report. Risk Management, the supervisor and Safety Committee will conduct an investigation. Once the investigation is completed a report will be submitted to the Town Manager. In cases involving losses or damage to Town property, the Town may ask an employee to submit to a drug and/or alcohol test in accordance with the Town's Drug and Alcohol Policy. The employee has the option of obtaining insurance to cover any possible loss or damage to personal property.

#### **Town Vehicles and Equipment Losses**



As an employee, you must comply with all state and local laws in reporting accidents involving Town vehicles and equipment. All vehicle accidents on public roads or private property should be immediately reported to the Police Department or appropriate law enforcement agency and to your supervisor. Do not move a vehicle involved in an accident until a law enforcement officer authorizes you to do so. A "Vehicle Accident Report Form" must be filled out the same day the accident has occurred.

### **Incident Inquiries**

You might anticipate that an accident or incident relating to the Town's operations will generate inquiry from the press, insurance adjusters, attorneys, etc. Before responding to any such inquiry, it is essential that you first bring the inquiry and the circumstances surrounding the inquiry to the attention of your supervisor and the Town Manager. Do not talk to ANYONE regarding the incident without permission from the Manager. Get the phone number and name of the individual inquiring and indicate that you will have someone follow up. By following this procedure, you will not only protect your own interests but also the interests of the Town.

### **Smoking**

The Town of Mountain Village recognizes that smoking and tobacco chewing in the workplace can adversely affect employees and guests and are prohibited. [This includes e-cigarettes and all other tobacco products.](#) The time spent away from your job to smoke or chew tobacco must be limited to breaks and lunch Periods.

In accordance with the Colorado Clean Indoor Air Act, smoking is prohibited in all Town facilities, vehicles, or in any workplace. This includes lobbies, elevators, restrooms, reception areas, hallways and any other common-use areas, child day care facilities, common areas of Village Court Apartments, public transportation of any kind (including gondola cabins/terminals, Dial a Ride, employee shuttles and all Town vehicles), [including non-business hours.](#) In addition, smoking is prohibited within 15 feet of any main entrance. This includes all buildings and gondola terminals.

### **Terminating Employment**

#### **Exit interviews**

Exit interviews with the Human Resources Department gather constructive feedback from employees who leave the Town. The purposes of this interview are to review eligibility for benefit continuation and conversion, ensure necessary forms are completed, collect all Town property that may be in the employee's possession (keys, phones), and provide employees with an opportunity to discuss their job-related experiences.

Employees may be considered for re-employment provided they qualify for the position of interest and while they were employed with the Town maintained satisfactory performance and attendance.

#### **Final Paycheck Issuance**

The Supervisor ensures that all Town property (uniforms, keys, tools, radios, ski passes, advances, overdrawn PTO etc.) is returned or paid back prior to the preparation of the employee's final check. As disclosed in this handbook and on the Uniform/ Equipment Log signed by the employee at the time Town property is issued, the Town will deduct an amount equal to the value of all money owed or unreturned Town property from the employee's final paycheck OR depending upon the circumstances, the Town may hold a portion of the employee's final check pending the return of Town property or money. Final paychecks are issued for all voluntarily and involuntarily terminated employees on the next

regularly scheduled payday, unless other arrangements are requested and approved for earlier issuance. Paydays occur every two weeks on Friday.

## Vehicle Use

The Town owns a variety of vehicles from heavy equipment on down to small trucks. These vehicles are used for transporting personnel, equipment and supplies and for working on a variety of construction and snow removal projects. In some cases, employees use vehicles during and after normal business hours while conducting Town business. Employees of the Town will not be authorized to use Town owned vehicles for personal use. "Personal use" is defined as any use of a vehicle that does not occur during the performance of one's job duties. The operation of Town vehicles by non-employees (i.e.: friends or family members of employees) is strictly forbidden. Non-employees shall not use, operate or perform any kind of maintenance on a Town vehicle.

Any employee who operates a Town vehicle must be on a qualified Town Vehicle Operator list and must meet the following criteria:

- Have valid Drivers' License to operate vehicle,
- Have supervisor's authorization to operate the vehicle,
- Have acceptable driving record as verified by a DMV background check,
- Be operating a vehicle on Town business or for authorized direct commute to work or home only, and
- Have completed vehicle checklist before operating the vehicle.
- Obey **ALL** traffic laws
- Are responsible for ensuring the safe operation of the vehicle at all times.

The driver and passengers must utilize the safety seat belts at all times when the vehicle is in service **in compliance with Colorado law.**

A driving record search will be conducted on all drivers prior to employment and subject to observation throughout employment.

### The following activities will not be tolerated:

- Operating a Town vehicle in violation of applicable laws and regulations or in a careless manner.
- Operating a Town vehicle without permission.
- Operating a Town vehicle without a valid driver's license or without proof of insurance.
- Operating a Town vehicle while using or while under the influence of alcohol or drugs.
- Smoking and tobacco chewing are strictly prohibited in Town vehicles
- Utilizing a Town vehicle to transport hitchhikers.
- Falsification of information on [employee's driving history Driver's Questionnaire form.](#)

If an employee operates a Town vehicle in violation of any of the above, the employee will receive a written warning and depending upon the nature and circumstances surrounding the infraction, may be subject to additional disciplinary action up to and including termination. If the driver is cited and fined for an invalid driver's license, proof of insurance, expired registration, driving a vehicle not in proper working condition or for disobeying the law, any fines will be the responsibility of the employee. These are not Town expenses. Proof of insurance and copies of the current registration can be obtained from the transportation department.

### Emergency Use/Extended work hours

From time to time a personal emergency situation may arise or, an employee without personal transportation may be asked for extended work hours. In these cases a Department Head may authorize a properly licensed employee to use an appropriate Town vehicle, if one is available. If a vehicle is not available, the Town will try to accommodate the employee with alternative transportation.

#### **Use of Town owned, leased or sponsored vehicles for business travel**

From time to time it may be necessary for an authorized employee to use a Town vehicle for business travel, locally or out-of-Town. In these cases a Department Head may authorize a properly licensed employee to use an appropriate Town vehicle, if one is available.

#### **Commuter Shuttles**

It is the intent of the Town to provide safe and reliable transportation to and from work for groups of three (3) or more employees who work similar shifts and who commute in similar directions from the same location or on the same general route. Employees of the Town may access the shuttle system by contacting the Transit Coordinator.

- Employees currently pay a pre-determined rate per ride, deducted bi-weekly from their paycheck for this service. For the current rate please contact the Human Resources Department.
- Any employee who drives a shuttle is considered a safety sensitive employee as defined by 49 CFR Part 655, as amended, and must submit to a urine test and undergo a minimum of 60 minutes of training on the signs and symptoms of drug use on personal health, safety and the work environment.
- Drivers are required to have a valid driver's license.
- Must be 21 or over to drive shuttles.
- A driving record search will be conducted on all applicants prior to employment and will be subject to observation throughout employment.

Employees that utilize the shuttles to commute to and from work that arrive and depart outside their regularly scheduled workday must adhere to their regularly assigned workday schedule. Shuttle arrival and departure times do not supersede or alter your assigned work scheduled nor is it to be considered authorization for overtime or authorization to leave work early. Management does not expect employees to start their workday any earlier or end their workday any earlier as a result of riding a shuttle.

#### **Work Assignments & Schedules**

The scheduling of work assignments and work-day schedules are the responsibility of each supervisor. If you have any questions about or difficulty with your work assignment, please discuss it with your supervisor. If you are unable to perform any duty assigned to you, let your supervisor know immediately.

**Participation in the Employee Shuttle Program is not to be considered authorization to deviate from the regularly assigned work-day schedules.**



**ACKNOWLEDGEMENT OF RECEIPT**

I HAVE RECEIVED A COPY OF THE EMPLOYEE HANDBOOK DATED February ~~1116,~~ 20162017. I UNDERSTAND THAT I AM TO BECOME FAMILIAR WITH ITS CONTENTS. FURTHER, I UNDERSTAND:

- U THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.
- U THE HANDBOOK IS NOT ALL INCLUSIVE, BUT IS INTENDED TO PROVIDE ME WITH A SUMMARY OF SOME OF THE TOWN'S GUIDELINES.
- U THIS EDITION REPLACES ALL PREVIOUSLY ISSUED HANDBOOKS. THE NEED MAY ARISE TO CHANGE THE GUIDELINES DESCRIBED IN THE HANDBOOK. THE TOWN THEREFORE RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM WITHOUT PRIOR NOTICE.
- U NO REPRESENTATIVE OF THE TOWN OF MOUNTAIN VILLAGE, OTHER THAN THE TOWN MANAGER, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE TOWN MANAGER AND MYSELF. WE HAVE NOT ENTERED INTO SUCH AN AGREEMENT.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**TOWN OF MOUNTAIN VILLAGE  
TOWN MANAGER  
CURRENT ISSUES AND STATUS REPORT  
FEBRUARY 2017**

**1. Great Services Award Program**

- **Great Services Award – January**
  - **Jackie Kennefick, Jane Marinoff and Glen Van Nimwegen – Administration, Planning and Development Services – John Horn** nominated all three for the following reasons:
    - Kim, Dan and Laila,

The following words are found on page 85 of the Town’s Comprehensive Plan:

“RESPONSIVE GOVERNANCE

I. Mountain Village Town Council, boards and employees fully embrace and recognize the importance of being an excellent civil servant, with the primary goal of serving the public interest and the overall community.

II. Each Mountain Village governmental department is responsive, accountable and accessible to citizens, clients and visitors.”

Today I had the pleasure, actually joy, of having an experience with an employee of yours’ who epitomized a person who is “responsive, accountable and accessible” and who’s actions characterized a person who exhibited a “primary goal of serving” the needs of our family. In facilitating the issuance of the certificate of occupancy for Emily and Garrett’s home at 123 Singletree Jackie Kennefick displayed initiative and a “can do” attitude that can only be described as outstanding, and so, so much appreciated. By facilitating today’s issuance Jackie and her “support team” of Jane Marinoff and Glen Van Nimwegen have saved Emily and Garrett hundreds of dollars, if not more, of fees related to their upcoming loan closing. Jackie’s, Glen’s and Jane’s actions displayed an attitude of caring too often not found in government.

With much appreciation, John Horn

- **Christiana Meilander – Administration** – for helping all departments with website documents during the transition of the Marketing & Business Development Director – **WINNER**
- **Nate Wilson – Public Works** – assisting a motorist who slid off the road
- **Officer Mark Martin – Police Department** – complimented by Fire Festival artists for community-oriented policing
-

## 2. TMV's New Grant Program Beginning 2018

- Kevin Swain prepared a list of current allocations and the category of “giving” that staff believes they fall into. These categories include grant type funding, fees for services type funding and dedicated revenues type funding
- I have added columns for current type of commitment, terms of obligation and 2108 funding and beyond (see attached)
- Staff would like direction from Council to proceed with formal notice to the following current recipients that they will be requested to submit a formal grant application in 2017 for 2018 funding:
  - Juvenile Diversion
  - San Miguel Watershed Coalition
  - San Miguel Resource Center
  - Eco Action Partners

Some of these partners have already been notified informally but we would like to make formal notice, particularly the organizations that have formal MOA's with us and our funding partners, Town of Telluride and San Miguel County which require non-renewal notices of the MOA's

## 3. VCA

- Attended at least five meetings regarding the Lawful Presence situation at VCA, including meeting with advocate groups, affected persons and staff. A full update will be provided as part of the agendaized discussions at the February 16<sup>th</sup> Council meeting

## 4. Miscellaneous

- Participated in a meeting with TSG, Idarado, Idarado's water attorney, TSG and Town's water attorney and engineer, and staff to discuss the Bridal Veil power plant situation that resulted in reduced flows into the San Miguel River through our critical snowmaking times. Solutions and timing were discussed for repairs to occur as soon as possible following the winter season
  - We also held a two hour session with the same participants, excluding Idarado and its representatives to discuss our water augmentation plan
- Attended follow up Gondola/Chondola subcommittee meeting to receive presentations of proposals for the Economic Analysis study for the Gondola. References are being checked and a final decision will be made subject to those references
- Made an offer to our top candidate Bill Kight for the position of Marketing & Business Development Director and he accepted the position. His start date is February 20th
- Finn and I continue to attend weekly regional sewer plant master plan meetings with Town of Telluride

Town of Mountain Village grant and other funding 2017

	Grant Type Funding	Fees for Services Type Funding	Dedicated Revenues Type Funding	Current Type of Commitment	Terms of Obligation	2018 Funding and Beyond
Juvenile Diversion	\$ 10,000.00			Annual Request	N/A	Grant Application
San Miguel Watershed Coalition	\$ 10,000.00			2013 Memorandum of Agreement (MOA)	Non-renewal notice required 60 days prior to expiration of annual term (12/31 of each year) to all parties	Grant Application
San Miguel Resource Center	\$ 16,000.00			Annual Request	N/A	Grant Application
ECO Action Partners	\$ 40,000.00			2012 MOA	Non-renewal notice required 120 days prior to expiration of annual term (12/31 of each year) to all parties. Govt. parties will notify each party of any recommended changes to funding by 10/1 of each year (TMV's share is \$40,000).	Grant Application
Affordable Housing Consulting		\$ 50,000.00		2017 Budget Allocation	N/A	N/A
Regional Housing Authority Support		\$ 88,000.00		2007 Intergovernmental Agreement (IGA)	Non-renewal notice required to all parties and all parties shall confer in good faith so termination may be avoided. If parties cannot agree within a six month period, Agreement shall terminate upon the expiration of such six month notice period.	IGA
Guest Services Agent Funding		\$ 40,000.00		Annual Budget Process	N/A	Budget Allocation
Forest Service Recreation Ranger		\$ 25,000.00		MOU	TBD/Waiting on draft MOU from USFS	MOU
Telluride Television Capital	\$ 12,000.00			2016 & 2017 Budget Request	N/A	Future Years, Grant Application
Telluride Television Operating	\$ 12,000.00			Annual Budget Process	N/A	Grant Application
Tri- County Health Network	\$ 30,000.00			2017 Budget Allocation	N/A	Grant Application
Unassigned Sponsorship funds	\$ 52,000.00			2017 Budget Allocation	N/A	Grant Application
Historical Museum			\$ 97,904.00	Voter Approval/Mill Levy	N/A	N/A
MTI Funding - Lodging tax			\$ 721,693.00	2005 IGA/Lodging Tax	Investors jointly deliver written notice to MTI (Marketing Telluride Inc., aka Telluride Tourism Board) not less than 120 days prior to 12/31 of the current annual term of their election not to renew	IGA
MTI Funding - Business Licenses			\$ 260,893.00	2005 IGA/Business License Fee	Investors jointly deliver written notice to MTI (Marketing Telluride Inc., aka Telluride Tourism Board) not less than 120 days prior to 12/31 of the current annual term of their election not to renew	IGA
Air Organization Support - Lodging Tax			\$ 714,403.00	Voter Approval/Lodging Tax	N/A	N/A
Air Organization Support - Restaurant Tax			\$ 346,933.00	Voter Approval/Restaurant Tax	N/A	N/A
<b>Category totals</b>	<b>\$ 182,000.00</b>	<b>\$ 203,000.00</b>	<b>\$ 2,141,826.00</b>			



**PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

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

**Agenda Item #20**

**TO:** Town Council

**FROM:** Glen Van Nimwegen, AICP  
Director

**FOR:** Meeting of February 16, 2017

**DATE:** February 9, 2017

**RE:** **Second Reading, Public Hearing and Council Vote on an Ordinance Regarding (1) A Major Amendment To The See Forever III Planned Unit Development (PUD) to Convert the Proposed Restaurant and Related Space, Known as COM-1 per the See Forever Village at The Peaks Subdivision Plat Recorded at Reception Number 379984, to Residential Condominium; (2) Rezoning of Approximately 500 Square Feet of Town Owned Open Space, Parcel OS3J that is Located Directly Below the Deck of Unit A101 of the See Forever Condominium Plat from Full Use Active Open Space to Village Center; and (3) Rezone and Transfer of a Condominium Unit of Density (3 Person Equivalent) To Lot 105R1.**

---

**PROJECT GEOGRAPHY**

**Legal Description:** Lot 105R1, OS-3J and OS-3L  
**Address:** 117 Sunny Ridge Place  
**Applicant/Agent:** Chris Hawkins, Alpine Planning, LLC  
**Owner:** SFV Mountain View, LLC and Town of Mountain Village  
**Zoning:** Village Center and Full Use Active Open Space  
**Existing Use:** Vacant Restaurant Space and Open Space  
**Proposed Use:** Residential Condominium  
**Lot Size:** .25 Acre  
**Adjacent Land Uses:**

- **North:** Open Space
- **South:** Condominium, See Forever Village
- **East:** Condominium, Crystal Village
- **West:** Condominium, See Forever Village

**ATTACHMENTS**

- Exhibit A: Proposed Ordinance and PUD Development Agreement
- Exhibit B: Aerial View of Subject Site
- Exhibit C: Project Narrative
- Exhibit D: Letter from Brian Davis Regarding Pending Agreement
- Exhibit E: Restaurant Deed Restriction

**UPDATE SINCE JANUARY 19, 2017**

Town Council approved the first reading of the proposed ordinance on December 8, 2016, subject to a number of conditions, including the resolution of technical and legal issues between



the applicant and the HOA prior to the public hearing. At the scheduled vote of the HOA on January 13, 2017, they were unable to get a quorum. Therefore Town Council continued the second reading from the January 19, 2017 meeting. A ballot was mailed to each member with a deadline to return it by noon on February 16, 2017.

The basics of the agreement that is related to the request of the Town include:

- Two of the four parking spaces now allocated to the restaurant will be sold to the HOA;
- The COM-1 space owned by the applicant and located within the Lobby space will be sold to the HOA; and
- The COM-1 space will become part of the Lobby for use by the HOA for a concierge and gathering space for members, and as such will have its commercial zoning removed with no commercial uses to be allowed.

## **BACKGROUND**

The Town Council granted final PUD approval for See Forever on April 9, 2002. The development agreement and final plat was approved August 1, 2002. The PUD allowed the height of the subject building increase from 60 to 75.75 feet; a reduction in parking space sizes and numbers; a variation in building materials and roof pitch; and the allowance of residential uses on the ground floor adjacent to the plaza. For these allowances, the PUD required “community benefits” which included a requirement for a restaurant that would not be less than 4,000 square feet. Other community benefits included construction of an observation deck and trailhead which have been installed. The garden level space for the restaurant was further limited by a deed restriction. The space was never platted.

The applicant is requesting to convert the garden level vacant space in the See Forever Village Condominium building to a three bedroom condominium. In addition the applicant would like to add approximately 500 square feet of Town open space to the residential condominium and gain exclusive use of the former restaurant patio.

## **DISCUSSION**

### **Major PUD Amendment**

The applicant has stated several reasons for the lack of viability of the restaurant in this location. The public plaza area that leads through the phases of See Forever was to connect Heritage Plaza to a proposed gondola that would traverse to the valley floor. At the time the floor was still slated for residential development. The purchase of the area for open space eliminated the need for a gondola, and substantially reduced the pedestrian traffic that is necessary for a viable restaurant space. Without pedestrian or vehicle traffic adjacent to the site, an entrepreneur will not invest in the location, which has proven to be true.

With the construction of the plaza, the town has taken on maintenance of the area including the snow melt system and landscaping. We have worked with the applicant on a replacement community benefit that would ensure the property produces revenue and reduces our maintenance liability. Staff is recommending the council adopt the following replacement community benefits for the required restaurant:

1. Provide cash contribution of \$60,000 which may be used for landscape maintenance, wayfinding or additional plaza improvements at the Town’s discretion. The town has begun a signage and wayfinding study to provide better direction in the plazas for our visitors. Additional signage and improvements at the terminus of the See Forever Plaza may make the area a destination for the public.
2. Ensure the unit be placed in a unit management agreement for short term rentals as other units in See Forever

3. Add a 1% rental fee to the new condominium unit that will be used to offset town landscape maintenance expenses. The fee will stay in place unless the homeowners association or another entity agrees to take on this responsibility.
4. The town's snow melt system operation and maintenance responsibility will be reduced equal to the area of the restaurant patio and a pedestrian walkway to Lot 114, which costs will be assumed to the applicant. This will reduce the area the Town is responsible for by 5.5%.

### **Use of Town Owned Open Space**

Town open space tract OS-3J continues to the footprint of the See Forever building, and tract OS-3L floats within OS-3J. Five hundred square feet of the two open space tracts is covered by the private deck for Unit A101. The applicant's request is to use this area for the master bedroom of the new condominium. This requires rezoning the area from Full Use Active Open Space to Village Center zoning; adding it to the See Forever PUD and re-platting the area to be included in Lot 105R1. The area is not useable as open space and as proposed will benefit the town by providing the economic benefits of an additional hotbed and the reduction of maintenance obligations outlined above. The town is proposing to enter into an exclusive easement with the applicant for their use of the existing restaurant patio area which will also address the applicant covering the costs of snowmelt and maintenance of this area. The minor subdivision plat will be before Council at second reading.

In addition the applicant is requesting the exclusive use of the former restaurant patio. The area has been improved with a telescope and has been acting as an extension to the public plaza. If the restaurant had been developed, all or some of the area of this plaza would have been captured for the exclusive use of the restaurant. Staff is recommending an easement be recorded granting the private use to the condo owner.

### **Transfer of Density**

One unit of condominium density must be transferred to the project as well. The applicant will be acquiring at least a condominium level of density, which is a three person equivalent, prior to approval of the development agreement.

### **Condominium and HOA Approvals**

If all of the proposed actions are approved, the new unit will have to be annexed into the See Forever Homeowners Association. This will be done by a fourth amendment to the See Forever condominium map to include the unfinished restaurant space and the additional space under the deck. The declaration and covenants will have to be amended to include the new unit as well. This will require approval by the HOA Board. Attached is a letter from Doug Tueller, an attorney representing the association. The HOA and the applicant have to reach agreement on a number of business issues. Staff is recommending that there be substantial agreement on a number of issues between the two parties before Council holds the public hearing and second reading of the ordinance.

### **Consistency with the Town of Mountain Village Comprehensive Plan**

The requested actions require consistency with the comprehensive plan. The cornerstone of the recommendations of the Mountain Village Subarea Plan is to keep the area an economically vibrant area. One way to do this is to increase the hotbed inventory:

- 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. (Page 50)

Though this is not a significant increase in the hotbed inventory, it is an addition that replaces an unused space. There are other recommendations in the plan to improve the signage and wayfinding in the Village Center:

- D. Amend the town's sign regulations to enhance sign program options and provide more creative sign design, character, activity and vitality.
- F. Develop an improved wayfinding program specifically to direct visitors to key activity centers such as Mountain Village Center. (Page 51)

The town has just begun the process to create a wayfinding plan that may result in amendments to the sign code. Staff is recommending that the community benefits of the PUD be amended to include funding for some of the signage improvements related to See Forever, which will help implement the above goals.

The recommendations for the Village Center also recognize that restaurants play an important role in the vibrancy of the activity center:

- Develop additional spa and restaurant spaces designed to fit the needs of each hotbed project. (Page 50)

This recommendation was tried. The space has remained vacant for ten years. In staff's opinion this is because of the site's isolation: there is a limited amount of pedestrian activity and the number of units within proximity to the restaurant location is not enough to make the site viable.

## **CRITERIA FOR DECISION**

### **Major PUD Amendment**

The following criteria shall be met for the review authority to approve a rezoning to the PUD Zone District, or major amendment to a PUD (staff responses in italics):

1. The proposed rezoning is in general conformance with the goals, policies and provisions of the Comprehensive Plan because, without limitation:
  - a. *The additional condominium will be included into the See Forever rental pool creating an additional hotbed to the Village Center.*
  - b. *The additional unit will replace vacant space and will infuse vibrancy into the Mountain Village Center.*
  - c. *Required community benefits will provide for additional signage, wayfinding and improvements to the plaza.*
2. The proposed PUD is consistent with the underlying zone district and zoning designations on the site or to be applied to the site because, without limitation:
  - a. *The uses are permitted in the Village Center Zone District.*
  - b. *The proposed rezoning complies with the zoning designations on the property; the density limitation; platted open space requirements and lot coverage requirements outlined in the Zoning Regulations.*
3. The development proposed for the PUD represents a creative approach to the development, use of land and related facilities to produce a better development than would otherwise be possible and will provide amenities for residents of the PUD and the public in general because, without limitation:
  - a. *The proposed restaurant is not economically viable due to its location and land use changes that have occurred since its requirement.*

- b. *The new replacement community benefits may provide additional amenities for residents.*
  - c. *The PUD will continue to provide for the community benefits for the general public as outlined in the PUD Agreement.*
4. The proposed PUD is consistent with and furthers the PUD purposes and intent because, without limitation:
    - a. *It will allow for flexibility, creativity and innovation in land use planning and project design.*
    - b. *The original PUD community benefits will continue to be provided.*
    - c. *The amendment furthers the land use principles of the Comprehensive Plan.*
    - d. *Efficient land use is being recognized with the addition of a feasible residential land use.*
  5. The proposed PUD amendment meets the PUD general standards contained in CDC section 17.4.12(I), including but not limited to the authority to initiate a PUD amendment, landscaping and buffering and adequate infrastructure.
  6. The PUD provides adequate community benefits including the funding of landscape maintenance, signage or additional amenities for the plaza; hotbed benefit and the reduction of maintenance responsibilities for the Town.
  7. Adequate public facilities and services are available to serve the intended land uses because, without limitation:
    - a. *Police protection and water and sewer services will be provided by the Town.*
    - b. *Fire protection will be provided by the Telluride Fire Protection District.*
  8. The proposed rezoning will not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion as adequate vehicular and pedestrian improvements are in place.
  9. The proposed PUD meets all applicable Town regulations and standards except for the variation noted herein.

**DESIGN REVIEW BOARD RECOMMENDATION**

The Board heard the applications at their October 6, 2016 meeting and recommended the Town Council approve them with the following conditions and considerations:

1. The applicant shall prior to the Public Hearing address the technical and legal issues between the HOA and the Applicant regarding incorporation of the garden level restaurant and the COM-1 space into the Condominium Community. Staff can continue the Public Hearing date if it does not feel this condition has been met.
2. Town Council shall consider the appropriate allocation of the remaining parking spaces.

The Town Council should consider these additional considerations:

1. Open access to the existing observation decks.
2. Is it the right public benefit? Calculate original public benefit and divide by square footage and apply to this new space (4,000 square feet).

## **STAFF RECOMMENDATION**

Staff recommends approval of the requests as it adds a viable use in a location that has proven to not work for a restaurant. The proposed replacement community benefits immediately reduces the operating costs for the Town; provides capital for other improvements to increase the vitality of this public plaza and provides an incentive for the applicant to permanently reduce the Town's maintenance responsibilities. Staff is also recommending a number of conditions regarding the implementation of the proposed changes.

## **PROPOSED MOTION**

"I move to approve on second reading an ordinance approving the applications described herein, subject to the following conditions:

1. The applicant shall, prior to the Public Hearing, address the technical and legal issues between the HOA and the Applicant regarding incorporation of the garden level restaurant and the COM-1 space into the Condominium Community. Staff can continue the Public Hearing date if it does not feel this condition has been met.
2. The Mayor is authorized to review and approve the final PUD Development Agreement and other legal instruments as set forth in the final PUD Development Agreement which may be required to be amended concurrently with the PUD.
3. Owner shall provide a certificate to the Town of ownership of the density unit prior to executing the PUD Development Agreement.
4. The Owner shall obtain any required approval of the See Forever Village at the Peaks Homeowners Association, Inc to effectuate any of the approvals set forth herein and to execute any of the legal instruments which must be contemplated to be amended by the PUD Development Agreement.
5. When either ceiling or wall studs are in place, or when drywall is complete on the new residential unit, Owner shall cause to be prepared a condominium map amendment by a Colorado licensed surveyor which incorporates the new residential unit and re-allocation of parking spaces into the See Forever Village at the Peaks Homeowners Association. Owner shall submit and obtain approval from the Town for such map amendment prior to issuance of a certificate of occupancy for such residential unit.
6. Once the deed restriction termination for Exhibit E of the Agreement is executed by the Town, Owner shall provide a fully executed deed restriction termination by TSG, which is also a party to the deed restriction set forth in Exhibit E of the Agreement, to the Town prior to recordation in the Official Records."
7. Owner shall provide for staff approval an easement in a form acceptable to the Town Attorney's office, for the exclusive use of the upper Observation Area as described per Reception No. 346331; and relocate the telescope to the public plaza as approved by staff. Such easement shall include the obligation of the Owner to pay for all maintenance of the upper Observation Area including but not limited to snowmelt and related costs.
8. The condominium map amendment required herein, shall designate the four parking spaces currently designated as commercial general common elements as follows: a one parking space designated for the new residential unit, two parking spaces designated as general common elements for the HOA's benefit and one individual parking unit.

9. The Owner shall be responsible for obtaining an agreement in a form acceptable to the Town Attorney's office requiring the owner of Lot 114 to pay for all costs associated with the 442 square feet of snow melted walkway leading to Lot 114."

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

**ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE,  
COLORADO APPROVING A MAJOR PUD AMENDMENT TO THE SEE FOREVER PLAZA  
III PLANNED UNIT DEVELOPMENT TO ALLOW FOR: (A) THE CONVERSION OF THE  
PRESCRIBED RESTAURANT SPACE TO RESIDENTIAL CONDOMINIUM; (B) THE  
INCORPORATION OF A PORTION OF LOTS OS-3J AND OS-3L INTO THE PUD; AND (C) A  
DENSITY TRANSFER TO ACCOMPLISH THE FOREGOING ON LOT 105R; AND THE  
REZONING OF A PORTION OF LOTS OS-3J AND OS-3L FROM FULL USE ACTIVE OPEN  
SPACE TO VILLAGE CENTER**

**RECITALS**

- A. SFV Mountain View, LLC, (“Owner”) has submitted to the Town a detailed major Planned Unit Development amendment development application (“**Application**”) pursuant to the requirements of the Community Development Code (“**CDC**”).
- B. The Town owns certain real property described as Lots OS-3J and OS-3L that are collectively referred to as the “**Town Property**”.
- C. The Owner purchased (1) the COM-1 Unit area, See Forever at the Peaks as shown on the recorded plat at Reception Number 379984 (“**COM-1 Space**”) and (2) Special Declarant rights (collectively “**Development Rights**”) as provided for in the Declaration of See Forever Village at the Peaks as amended (collectively “**Declaration**”) and the Condominium Map of the See Forever Village at the Peaks as amended (collectively the “**Map**”). The COM-1 space and the Development Rights are collectively referred to as the “**Owner Property**”.
- D. The Town Property and Owner Property are collectively referred to as the “**Property**”.
- E. On July 21, 2016 the Town Council authorized staff to initiate the Major PUD Amendment per Section 17.4.12 (N) 3.a.iii of the CDC to allow the Owner to apply for an amendment to the Lot 105R PUD.
- F. On May 14, 2002 the Town Council approved the rezone, replat and density transfer for Lots 83R, 84R, 85R and 86R and 105R1 by Resolution No. 2002-0514-12 recorded at Reception No. 350619 in the records of the San Miguel County Clerk and Recorder (“**Public Records**”). The collective action had the effect of re-subdividing Lots 83R, 84R, 85R and 86R into new Lots OS-3J, OS-3K and OS-3L and zoning them as Active Open Space; and rezoning Lot 105R to contain 4,066 square feet of commercial space (collectively, the “**Original Replat and Rezone**”).
- G. The Final PUD for See Forever Plaza III was approved by Resolution No. 2002-0514-11 as recorded at Reception No. 350630 in the Public Records and wherein required a restaurant restricted by deed on Lot 105R1 (“**Final PUD**”).
- H. The Town and See Forever Ventures, LLC entered into that certain Development Agreement for See Forever Plaza Phase III Planned Unit Development Agreement, recorded on August 1, 2002 at Reception No. 350631 in the Public Records and wherein required certain Community

Purposes including the provision of a restaurant within Lot 105R1 (“**Agreement**”).

- I. The First Amendment to the Agreement was recorded in the Public Records on December 1, 2004 at Reception No. 370720 (“**First Amendment to the Agreement**”).
- J. The public hearings referred to below were preceded by notice as required by the CDC Public Hearing Noticing Requirements, including but not limited to notification of all property owners within 400 feet of the Property, posting of a sign and posting on the applicable agendas.
- K. The DRB considered the Application, testimony and public comment and recommended to the Town Council that the Application be approved with conditions pursuant to the requirement of the CDC at a public hearing held on October 6, 2016.
- L. The Town Council considered the Application, testimony and public comment and approved the Application with conditions pursuant to the requirement of the CDC at a public meeting held on October 20, 2016 and at a public hearing held on November 17, 2016.
- M. The Application approval and the Second Amended and Restated PUD Development Agreement attached hereto as Exhibit A (“PUD Development Agreement”) permits the conversion of the required restaurant space and the garden level lobby space to residential condominium; incorporates a portion of Lots OS-3J and OS-3L described as the “Deck Expansion Area” per the approved replat of Lot 105R1, which are hereby rezoned from Full Use Active Open Space to Village Center; removes the commercial zoning from the Com-1 Space and amends the Community Purposes of the Agreement with Replacement Community Benefits.
- N. The Application approval also removes the deed restriction which is Exhibit E of the Agreement, which requires at least 4,000 square feet of restaurant space to be included in the community.
- O. The PUD Development Agreement requires a density transfer of one condominium unit of density to be transferred to Lot 105R replat. Owner shall provide a certificate to the Town of ownership of the density unit prior to executing the PUD Development Agreement.
- P. The application rezones a portion of Tracts OS3L and OS3J located directly below the deck of Unit A101, and as described on the proposed See Forever Plaza III – Replat No. 3 attached hereto as Exhibit B (“Proposed Replat”) from Full Use Active Open Space to Village Center.
- Q. The use of the COM-1 space shall be limited to a general common element for use by the HOA as an amenity space for social gatherings and a concierge or similar uses. No commercial uses shall be allowed.
- R. The Town Council approved the Application with the following findings:
  1. The proposed rezoning is in general conformance with the goals, policies and provisions of the Comprehensive Plan because, without limitation:
    - a. The additional condominium will be included into the See Forever rental pool creating an additional hotbed to the Village Center.
    - b. The additional unit will replace vacant space and will infuse vibrancy into the Mountain Village Center.
    - c. Required community benefits will provide for additional signage, wayfinding and improvements to the plaza.



2. The proposed PUD is consistent with the underlying zone district and zoning designations on the site or to be applied to the site because, without limitation:
  - a. The uses are permitted in the Village Center Zone District.
  - b. The proposed rezoning complies with the zoning designations on the property; the density limitation; platted open space requirements and lot coverage requirements outlined in the Zoning Regulations.
  
3. The development proposed for the PUD represents a creative approach to the development, use of land and related facilities to produce a better development than would otherwise be possible and will provide amenities for residents of the PUD and the public in general because, without limitation:
  - a. The proposed restaurant is not economically viable due to its location and land use changes that have occurred since its requirement.
  - b. The new replacement community benefits may provide additional amenities for residents.
  - c. The PUD will continue to provide for the community benefits for the general public as outlined in the PUD Agreement.
  
4. The proposed PUD is consistent with and furthers the PUD purposes and intent because, without limitation:
  - a. It will allow for flexibility, creativity and innovation in land use planning and project design.
  - b. The original PUD community benefits will continue to be provided.
  - c. The amendment furthers the land use principles of the Comprehensive Plan.
  - d. Efficient land use is being recognized with the addition of a feasible residential land use.
  
5. The proposed PUD amendment meets the PUD general standards contained in CDC section 17.4.12(I), including but not limited to the authority to initiate a PUD amendment, landscaping and buffering and adequate infrastructure.
  
6. The PUD provides adequate community benefits including the funding of landscape maintenance, signage or additional amenities for the plaza; hotbed benefit and the reduction of maintenance responsibilities for the Town.
  
7. Adequate public facilities and services are available to serve the intended land uses because, without limitation:
  - a. Police protection and water and sewer services will be provided by the Town.
  - b. Fire protection will be provided by the Telluride Fire Protection District.
  
8. The proposed rezoning will not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion as adequate vehicular and pedestrian improvements are in place.
  
9. The proposed PUD meets all applicable Town regulations and standards except for the variation noted herein.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council approves the Application and the draft PUD development agreement as set forth in Exhibit A, subject to the conditions set forth in Section 1 below.

**Section 1. Conditions of Approval**

1. The Mayor is authorized to review and approve the final PUD Development Agreement and other legal instruments as set forth in the final PUD Development Agreement which may be required to be amended concurrently with the PUD.
2. Owner shall provide a certificate to the Town of ownership of the density unit prior to executing the PUD Development Agreement.
3. The Owner shall obtain any required approval of the See Forever Village at the Peaks Homeowners Association, Inc to effectuate any of the approvals set forth herein and to execute any of the legal instruments which must be contemplated to be amended by the PUD Development Agreement.
4. When either ceiling or wall studs are in place, or when drywall is complete on the new residential unit, Owner shall cause to be prepared a condominium map amendment by a Colorado licensed surveyor which incorporates the new residential unit and re-allocation of parking spaces into the See Forever Village at the Peaks Homeowners Association. Owner shall submit and obtain approval from the Town for such map amendment prior to issuance of a certificate of occupancy for such residential unit.
5. Once the deed restriction termination for Exhibit E of the Agreement is executed by the Town, Owner shall provide a fully executed deed restriction termination by TSG, which is also a party to the deed restriction set forth in Exhibit E of the Agreement, to the Town prior to recordation in the Official Records.
6. Owner shall provide for staff approval an easement in a form acceptable to the Town Attorney's office, for the exclusive use of the upper Observation Area as described per Reception No. 346331; and relocate the telescope to the public plaza as approved by staff. Such easement shall include the obligation of the Owner to pay for all maintenance of the upper Observation Area including but not limited to snowmelt and related costs.
7. The condominium map amendment required herein, shall designate the four parking spaces currently designated as commercial general common elements as follows: a one parking space designated for the new residential unit, two parking spaces designated as general common elements for the HOA's benefit and one individual parking unit.
8. The Owner shall be responsible for obtaining an agreement in a form acceptable to the Town Attorney's office requiring the owner of Lot 114 to pay for all costs associated with the 442 square feet of snow melted walkway leading to Lot 114.

## **Section 2. Ordinance Effect**

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

## **Section 3. Severability**

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

## **Section 4. Effective Date**

This Ordinance shall become effective on February \_\_\_\_, 2017.

**Section 5. Public Hearing**

A public hearing on this Ordinance was held on the 19<sup>th</sup> day of January, 2017 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

**INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 8th day of December, 2016.**

**TOWN OF MOUNTAIN VILLAGE**

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

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

ATTEST:

\_\_\_\_\_  
Jackie Kennefick, Town Clerk

**HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village,  
Colorado this 19<sup>th</sup> day of January, 2017.**

**TOWN OF MOUNTAIN VILLAGE**

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

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

ATTEST:

\_\_\_\_\_  
Jackie Kennefick, Town Clerk

Approved As To Form:

\_\_\_\_\_  
Jim Mahoney, Assistant Town Attorney

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

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

2. The Ordinance was introduced, read by title, approved on first reading with minor amendments and referred to public hearing by the Town Council the Town ("Council") at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on \_\_\_\_\_, 2016, by the affirmative vote of a quorum of the Town Council as follows:

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

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on \_\_\_\_\_, 2016 in accordance with Section 5.2b of the Town of Mountain Village Home Rule Charter.

4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on \_\_\_\_\_, 2017. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

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

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Town this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Jackie Kennefick, Town Clerk

(SEAL)

**Exhibit A: PUD Agreement**

**SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR SEE FOREVER  
PLAZA PHASE III PLANNED UNIT DEVELOPMENT**

This Second Amendment to the Development Agreement for See Forever Plaza Phase III Planned Unit Development (“**Second Amendment to the Agreement**”) is entered into and made effective this \_\_\_\_ day of \_\_\_\_\_, 2016 by the Town of Mountain Village, a home rule municipality and political subdivision of the State of Colorado (“**Town**”) and SFV Mountain View, LLC, a Colorado limited liability company (“**Owner**”). The Town and the Owner are collectively referred to as the “**Parties**”

**1. RECITALS**

- 1.1.** The Town and See Forever Ventures, LLC entered into that certain Development Agreement for See Forever Plaza Phase III Planned Unit Development Agreement, recorded in the office of the Clerk and Recorder of San Miguel County (the “**Official Records**”) on August 1, 2002 at Reception No. 350631 (“**Agreement**”).
- 1.2.** The First Amendment to the Agreement was recorded in the Official Records on December 1, 2004 at Reception No. 370720 (“**First Amendment to the Agreement**”).
- 1.3.** The Owner is the owner of certain real property and, by assignment, certain Declarant Rights described as follows:
  - 1.3.1.** Unit COM1, See Forever Village at the Peaks according to the See Forever Village at the Peaks Condominium Map recorded at Reception No. 379984, as amended and recorded at Reception No. 388699, as amended and recorded at Reception No. 401602 (“**Third Amendment to Map**”) (collectively, the “**Map**”).
  - 1.3.2.** Any and all development rights and special declarant rights relating to the See Forever Village at the Peaks that were held by SFV/CRG Ventures II, LLC, a Colorado limited liability company (collectively “**Declarant Rights**”), pertaining to, relating to or in connection with the See Forever Village at the Peaks Condominiums per the Map and as defined and described in the Declaration of See Forever Village at the Peaks recorded at Reception No. 379983, and as amended in instruments recorded at Reception No. 380087, Reception No. 388700, Reception No. 398941, Reception No. 401601, Reception No. 424468 (collectively, the “**Declaration**”).
    - 1.3.2.1.** The Declarant Rights include without limitation all such rights referenced or described in the Map and Declaration pertaining to, relating to or in connection with Lot 105R1; and include those rights described in Article VIII of the Declaration as they relate to, be affected by or are referenced in or depicted on the following:
      - 1.3.2.1.1.** Section 9.3 and Exhibit E of the Agreement;
      - 1.3.2.1.2.** Section 2.5 and Exhibit B of the First Amendment to the Agreement;
      - 1.3.2.1.3.** Deed Restriction as recorded at Reception Nos. 350633 and 350662 (collectively, the “**Deed Restriction**”);
      - 1.3.2.1.4.** The depiction of “Garden Level” and Note #2 on pages 6 and 10 of the Third Amendment to the Map;

- 1.3.2.1.5. Note #2 on pages 6 and 10 of the Third Amendment to the Map as such pertains to Lobby-1 G.C.E. and Lobby-2 G.C.E. and the reference to the broader Declarant Rights;
- 1.3.2.1.6. The four (4) commercial parking spaces as depicted as “Commercial Parking Space G.C.E.” in Building A Garage referenced on page 4 of the Third Amendment to the Condo Map (“**Commercial Parking Spaces**”); and
- 1.3.2.1.7. The “Garden Level Lobby G.C.E.” and the “Service Elevator G.C.E. depicted on page 6 of the Third Amendment to the Map.

(Unit COM1 and The Declarant Rights are hereinafter collectively referred to as the “**Owner Property**”).

- 1.4. The Agreement, the First Amendment to the Agreement and the Deed Restriction require a restaurant with bar as a public or community benefit with an associated deed restriction in the areas known as the COM1 space, unplatted Garden Level shell space, Garden Level Lobby.
- 1.5. The Town is the Owner of Lots OS3J and OS 3L as depicted on \_\_\_\_\_ (“**Town Property**”).
- 1.6. Subject to the terms of this Second Amendment to the Agreement, the Owner intends to construct a residential unit within the following areas as shown on the Third Amendment to the Map: Garden Level unplatted shell space, the Garden Level Lobby G.C.E., and utilizing the Service Elevator G.C.E. for unit access. In addition, in connection with the construction of the new residential unit, Owner intends to expand the new residential unit under the deck of Unit A101 as shown in Exhibit \_\_ (“**Deck Expansion Area**”) and re-allocate the Commercial Parking Spaces as further described herein (“**Owner Development**”).
- 1.7. The Owner Development necessitates the following development applications pursuant to the Mountain Village Community Development Code (“**CDC**”):
  - 1.7.1. A major PUD amendment to remove the restaurant community benefit and the associated deed restriction and provide Replacement Community Benefits as provided for herein;
  - 1.7.2. A major PUD amendment to allow for one (1) new residential condominium unit of density and remove permitted commercial uses (restaurant, bar) from the PUD;
  - 1.7.3. A PUD amendment to expand the boundary of the PUD to include the Deck Expansion Area;
  - 1.7.4. A rezoning of part of the Deck Expansion Area from Full Use Active Open Space to the Village Center Zone District; and
  - 1.7.5. A rezoning and density transfer to transfer one condominium unit of density (three (3) person equivalents) from the density bank to the Owner Property.

(collectively, the “**Applications**”).

- 1.8. The Owner submitted materials and conducted two conceptual work sessions on May 19 and July 21, 2016.
- 1.9. On July 21, 2016, the Town Council unanimously passed a motion to authorize Town staff to initiate a major PUD amendment, with the Town being a joint applicant to accomplish the Owner Development.



- 1.10. The Town provided a written consent for the Applications subject to certain conditions, including but not limited to the Applications being reviewed and approved pursuant to the CDC.
- 1.11. The Owner submitted the Applications on August 12, 2016.
- 1.12. The Town of Mountain Village Design Review Board (“**DRB**”) conducted a public hearing on the Applications on October 6, 2016 and recommended approval to the Town Council by a vote of 3 to 1.
- 1.13. The Town of Mountain Village Town Council conducted the first reading of an ordinance approving the Applications on December 8, 2016.
- 1.14. The Town of Mountain Village Town Council conducted the second reading and public hearing approving the Applications on January 19, 2017 and approved Ordinance Number 2016-\_\_-\_\_ by a vote of \_\_ to \_\_ (“**Approving Ordinance**”).
- 1.15. The Town of Mountain Village conducted a public hearing on the resubdivision of Lot 105R1 on January 19, 2017 to include, among other things, the Deck Expansion Area with Lot 105R1 and approved the replat for new Lot 105R1 by Resolution No. \_\_\_\_\_, which Resolution was recorded in the Official Records on \_\_\_\_\_, 2017\_ at Reception No. \_\_\_\_\_ (“**Lot 105R1 Replat**”)
- 1.16. Public notice of the public hearings referred to above was provided for in accordance with the Public Hearing Noticing Requirements set forth in the CDC, including without limitation posting of the property 15 days prior to the hearings on both Sunny Ridge Place and Mountain Village Boulevard; mailing to all property owners within Lot 105R1 and within 400 feet of Lot 105R1, OS3J and OS3L; and listing the Applications on the DRB and Town Council agendas.
- 1.17. Owner has met all requirements, findings and conditions of approval.

**NOW THEREFORE**, the Town and the Owner desire to amend the Agreement in accordance with the terms set forth in the Second Amendment. For and in the consideration set forth in the Agreement, the First Amendment thereto, and the promises, the mutual covenants and agreements set forth herein, the Parties agree as follows:

## **2. RECITALS INCORPORATED**

- 2.1. The Recitals set forth above are incorporated herein as essential terms of this Second Amendment to the Agreement.

## **3. AMENDMENTS**

- 3.1. **Removal of Restaurant and Bar Requirement.** The PUD community benefit to provide a restaurant and bar is hereby terminated, extinguished and removed from the Agreement and the First Amendment, subject to the Replacement Community Benefit set forth herein:
  - 3.1.1. Section 3.1 of the Agreement is amended to remove the provision of a restaurant restricted by deed on Lot 105R1.
  - 3.1.2. Exhibit E, the restaurant deed restriction is hereby removed from the Agreement.

- 3.1.3. Section 2.5 of the First Amendment is hereby deleted in its entirety.
- 3.1.4. Exhibit B of the First Amendment is hereby deleted in its entirety.
- 3.1.5. Other references to a restaurant and/or bar are hereby deleted from the Agreement and the First Amendment.
- 3.1.6. The Town shall terminate and release the Deed Restriction by executing and delivering a Deed Restriction Termination and Release in substantially the form as attached hereto as Exhibit \_\_ (the “**Deed Restriction Termination**”).
- 3.1.7. Telluride Ski & Golf, LLC (“**TSG**”) has agreed to terminate and release the Deed Restriction by execution and delivery of the Deed Restriction Termination. Owner is required to provide a Deed Restriction Termination executed by the Town prior to TSG’s execution of the Deed Restriction Termination. Once the Deed Restriction Termination is executed by the Town, Owner shall provide a fully executed Deed Restriction Termination by TSG to the Town prior to recordation in the Official Records.

**3.2. Resubdivision.** The Town Council has approved a resubdivision of Lot 105R1 to include the Deck Expansion Area as set forth in the Recitals.

- 3.2.1. The Lot 105R1 Replat shall be recorded concurrent with but prior to this Second Amendment to the Agreement.
- 3.2.2. The size of Lot 105R1 prior to inclusion of the Deck Expansion Area was 0.383 acres. The size of Lot 105R1 under the Expanded See Forever III Property is 0.395 acres. Accordingly, the expansion of Lot 105R in the Deck Expansion Area added approximately 522.72 square feet. The Owner is providing the Town consideration for the conveyance of the Deck Expansion Area as set forth in the Replacement Community Benefits section herein.

**3.3. Density Transfer.** The density permitted within the Expanded See Forever Property is hereby increased by one residential condominium unit. The Agreement is also amended to prohibit commercial land uses.

3.3.1. Exhibit B of the Agreement is hereby amended to permit the density within the Lot 105R1 Replat as set forth in the following table:

<b>Platted Density</b>				
<b>Lot No</b>	<b>Acre</b>	<b>Actual Units</b>	<b>Person Equivalent Units</b>	<b>Zoning Designation</b>
105R1	0.383	15	45	Condominium
<b>Proposed Density</b>				
105R1	0.395	16	48	Condominium

3.3.2. The Owner provided a density bank certificate to the Town to show proof of one (1) condominium unit of density being transferred to the Lot 105R Replat prior to the Town executing this Second Amendment to the Agreement which certificate shall be Exhibit \_\_\_ of this Second Amendment to the Agreement.

**3.4. Rezoning.** The Town shall amend the Official Zoning Map to depict all of the Lot 105R1 Replat to be within the Village Center Zone District consistent with the Approving Ordinance. The Town shall also amend the Official Zoning Map to remove the commercial zoning from the Com-1 space.

- 3.5. Parking.** The Owner **Property includes** the right to re-allocate four (4) commercial parking spaces that were to be used for the restaurant and bar space previously mandated by the Deed Restriction.
- 3.5.1.** The Owner, pursuant to its Declarant Rights, will allocate one (1) of the commercial spaces as Limited Common Elements (“**LCE**”) appurtenant to the new residential development. The CDC requires one (1) parking space for a condominium unit in the Village Center Zone District. The Owner shall allocate two (2) of the commercial spaces as General Common Elements (“**GCE**”) for the benefit of the Association. The Owner shall convert the remaining one (1) commercial space as an individual parking that can be sold independently consistent with CDC Section 17.5.8(B)(2)(c)(ii) because such parking exceeds the one-parking space requirement for the new residential condominium unit.
- 3.5.2.** The changes to the four (4) parking spaces described in this Section 3.5 shall occur through exercise of its Owner’s Declarant Rights by a future amendment to the Map and any required Declaration amendment that is processed as a staff subdivision consistent with the CDC Subdivision Regulations.
- 3.6. Ground Floor Occupancy.** The Agreement approved a ground floor residential occupancy variation to former Land Use Ordinance (“**LUO**”) Section 3-207-6 to allow for residential occupancy on the first floor instead of the former LUO required retail or restaurant uses. This variation was a blanket approval of Lot 105R1. Therefore the ground floor occupancy variation applies to the Garden Level, and no additional variations are needed for the planned residential use.
- 3.7. Design Review Process.** The Owner improvements will cause alterations to the exterior of the See Forever building on Lot 105R. The Owner shall submit a Class 1 Design Review Process development application prior to submitting for a building permit for the Owner Improvements.
- 3.8. Condominium Map and Declaration Amendment.** The Owner shall process a staff subdivision to amend the Map and Declaration as a part of the Owner Development.
- 3.8.1.** When either ceiling and wall studs are in place, or when drywall is complete, Owner shall cause to be prepared a condominium map amendment by a Colorado licensed surveyor that completes the following tasks:
- 3.8.1.1.** Creates the new residential condominium unit for the new unit as shown in Exhibit \_\_\_\_.
  - 3.8.1.2.** Re-allocates the four (4) commercial parking spaces as outlined in Section 3.5 above.
  - 3.8.1.3.** Designates the area outside the new wall below the deck of Unit A101 as a General Common Element (“**GCE**”) and an LCE for a small patio area as shown in Exhibit \_\_\_\_.
  - 3.8.1.4.** Provides other changes to the condominium community as may be required or advisable to accomplish and complete the Owner Development, with Town approval.
- 3.8.2.** .

#### **4. REPLACEMENT COMMUNITY BENEFITS**

- 4.1. Cash Contribution.** The Parties agree that the Owner will provide a cash contribution in the amount of Sixty Thousand Dollars (\$60,000.00) to the Town as a replacement community benefit and in consideration of the conveyance of the approximate 522 square feet under and around the deck of Unit A101.
- 4.1.1.** The Owner will pay the cash contribution prior to the issuance of the building permit for any work on any of the Owner Property.
- 4.1.2.** The Town may use the cash contribution for landscaping or snowmelt maintenance or improvement costs at See Forever, or any other capital project as desired by the Town.
- 4.2. Short-Term Lodging Restriction.** Owner shall cause the new residential unit to be placed in the short-term rental program for See Forever Plaza Phase III currently managed by Telluride Resort and Spa (Peaks) to contribute to the Town's short-term lodging bed base. Owner shall execute a See Forever Village Unit Management Agreement (“UMA”) substantially in the form as attached hereto as Exhibit \_\_\_.
- 4.2.1.** The UMA shall include rental management, check-in/check-out services, housekeeping services, and marketing services and use of The Peaks facilities for a daily fee. The UMA shall provide incentives if an owner makes a unit available during peak rental periods.
- 4.2.2.** The Owner may propose to enter into a short-term rental agreement with a different property manager, with the Town Manager approval if the new agreement (a) ensures the new residential unit will be rented on a short-term basis and will provide hotbed lodging in the Town; and (b) provides generally the same provisions and agreements as the UMA.
- 4.2.3.** The short-term lodging restriction set forth in this section will be terminated and released by the Town if the Landscaping Mitigation Fee set forth below is removed due to the See Forever Village as the Peaks Homeowners Association, Inc. (“**Association**”) and/or third party agreeing to take over and relieve the Town of the full cost of the landscaping maintenance costs for See Forever Plaza Phase III, as described in the Maintenance Agreement referenced below (the “**Landscape Maintenance Costs**”).
- 4.2.3.1.** The release and termination will be reviewed and approved by the Town as a minor PUD amendment process with staff review and approval, with the PUD amended by formal recorded agreement.
- 4.3. Landscaping Mitigation Fee.** The Owner will pay one percent (1%) of the gross rental revenues attributable to the new residential space under the UMA, excluding taxes or fees, to the Town to help offset the Landscape Maintenance Costs (the “**Landscaping Mitigation Fee**”). The Owner shall keep a detailed accounting of the rental revenues attributable to the new residential space under the UMPA and shall provide such records to the Town for inspection upon forty-eight (48) hours written notice to the Owner. The Landscaping Mitigation Fee is not a substitute or replacement for paying lodging and other appropriately assessed taxes on the rental of the new residential space under the UMA and the Owner or property manager for the Owner shall obtain a business license and remit the appropriate lodging and other taxes and or fees on the new residential space.

- 4.3.1. The Town currently pays for 100% of the Landscape Maintenance Costs pursuant to the Agreement Regarding Maintenance Obligations recorded in the Official Records at Reception No. 401459 (“**Maintenance Agreement**”).
- 4.3.2. The Landscaping Mitigation Fee is intended to help offset a portion of these costs.
- 4.3.3. If the Landscaping Mitigation Fee is less than \$3,500 annually, then Owner shall pay the Town a minimum of \$3,500 annually.
- 4.3.4. The Landscaping Mitigation Fee is due by February 1<sup>st</sup> of each year.
- 4.3.5. The Landscaping Mitigation Fee will be terminated and released by the Town if the Landscaping Mitigation Fee is removed due to the Association and/or third party agreeing to fully take over and relieve the Town of the Landscape Maintenance Costs.
  - 4.3.5.1. The release and termination of the Landscaping Mitigation Fee obligation will be reviewed and approved by the Town as a minor PUD amendment process with staff review and approval, with the PUD amended by formal recorded agreement.
  - 4.3.5.2. The Parties agree to modify the Maintenance Agreement to remove Landscaping Mitigation Fee if the Association and/or a third party agree to fully take over the Landscape Maintenance Costs.
  - 4.3.5.3. The Association must agree to the amendment of the Maintenance Agreement to relieve the Town of the Landscape Maintenance Costs.

**4.4. Snowmelt Area Reduction.** The following areas will be removed from Town operational costs due to the snowmelt system in the following areas:

- 4.4.1. **Old Restaurant Dining Area Patio.** The Owner and/or the Association will pay for the cost to maintain the snowmelt area on the patio space as shown in Exhibit \_\_ attached hereto pursuant to either an amended and restated snowmelt maintenance agreement with the Association, the Owner and the Town or a sub agreement with the Town to pay for the cost to maintain the snowmelt area and associated equipment including but not limited to the boiler and other associated equipment related to providing snowmelt. The Owners shall also pay for all maintenance of the patio space.
  - 4.4.1.1. The Town shall grant to the Owner an exclusive easement to use the patio space as a private patio which will run with the ownership of the new residential unit.
- 4.4.2. **Private Sidewalk to Lot 114 Dwelling.** The Lot 114 owner has agreed to pay all costs related to the snowmelt costs of the sidewalk leading to the entrance of the single-family dwelling located on Lot 114. The Owner shall be responsible for obtaining an agreement between the Lot 114 owner and the Town in a form acceptable to the Town’ Attorney’s office, for the Lot 114 owner to pay for all costs related to the 442 square feet of snowmelt walkway serving lot 114.
- 4.4.3. The Association must also agree to amend the Maintenance Agreement to remove the above-described snowmelt areas from Town snowmelt cost obligations thereunder or the Owner and lot 114 owner must agree to reimburse the Town for such cost obligations.

**5. AMENDMENT OF EASEMENTS**

- 5.1. **Amendment of Easements.** To the extent necessary to achieve the approvals granted herein and to preserve the objectives of the following easements, the Owner and the Town agree to amend the following easements:

**5.1.1.Metro Services Perimeter Easement Agreement.** The Parties agree to amend the Metro Services Perimeter Easement as set forth in instruments recorded at Reception No. 350621, 379669 and 401598, with an amended easement to include the Replated Lot 105R1 to be recorded concurrently with this Second Amendment to the Agreement.

**5.1.2.Telski Perimeter Easement Agreement.** The Town, as successor in interest from Telski, and Owner agree to amend the Telski Perimeter Easement as set forth in legal instruments recorded at Reception Nos. 350627, 379670, 398892 and 401599, with an amended easement to include the Replated Lot 105R1 to be recorded concurrently with this Second Amendment to the Agreement.

**5.1.3.Blanket Utility Easement Agreement.** The Parties agree to amend the Blanket Utility Easement as set forth in a legal instrument recorded at Reception No. 350628 as amended by the Easement Agreement Regarding As-Built Utilities and Improvements as recorded at Reception No. 401600, with an amended easement to include Replated Lot 105R1 to be recorded concurrently with this Second Amendment to the Agreement.

**5.1.4.Telski Temporary Parking Easement Agreement.** The Parties agree to amend the Telski Temporary Parking Easement as set forth in a legal instrument recorded at Reception No. 350629, with an amended easement to show the Lot 105R1 Replat to be recorded concurrently with this Second Amendment to the Agreement.

**5.2. Association Consent.** To the extent necessary as a Permittee under the above described easements, the Association may be required to consent to or be a signatory to such easements. To the extent the Association is required to consent or sign such easements, the Owner shall be responsible for obtaining such consent or signatures in a form acceptable to the Town Attorney's Office.

## **6. MISCELLANEOUS**

### **6.1. Remedies for Breach or Default.**

**6.1.1.** 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 certified mail, return receipt requested from the Town describing the failure in reasonable detail, then the Town shall have the following remedies against the Owner, which remedies are cumulative and non-exclusive unless such failure is of a nature that it is not capable of being cured within 30 days, in which case it shall be commenced within the 30-day period and diligently pursued to completion:

**6.1.1.1.** Specific performance;

**6.1.1.2.** Injunctive relief, both mandatory and/or prohibitory;

**6.1.1.3.** Denial, withholding, or cancellation of any building permit or any other authorization authorizing or implementing the development of the PUD amendments and/or any structure or improvement to be constructed on the Owner Property;

**6.1.1.4.** In the event of a material breach of this Agreement or default hereunder, denial or withholding of any Certificate of Occupancy for any structure or improvement to be constructed on the Owner Property; and/or

- 6.1.1.5.** Treat the default as a violation of the CDC and implement the remedies set forth therein.
- 6.1.2.** In the event that the Town should fail to perform or adhere to its obligations as set forth herein, including but not limited to any rezoning, land use or other action or inaction, direct or indirect, or pursuant to an initiated measure, taken without the Owner's consent, which alters, impairs, prevents, diminishes, imposes a moratorium on development, delays or otherwise materially and adversely affects any development, use or other rights under this Agreement, then the Owner shall have the following remedies:
- 6.1.2.1.** Specific performance;
  - 6.1.2.2.** Injunctive relief, both mandatory and/or prohibitory; and/or
  - 6.1.2.3.** Any other remedy available to it at law or equity.
- 6.2. 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 and damages (including without limitation, reasonable attorney's fees) that may arise out of or result directly or indirectly from the Owner's breach of the terms and conditions of this Agreement, provided, however, that the provisions of this subsection shall not apply to loss, or damage or claims attributable to the intentional misconduct, or negligent acts or omissions, of the Town, Metro or their respective agents, employees or contractors..
- 6.3. Attorneys 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.
- 6.4. 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 Owner Property, or any part thereof), legal representatives and assigns. This Agreement shall constitute an agreement running with the Owner Property until modification or release by mutual agreement of the Town and the Owner or their successors and assigns. Upon the conveyance of the Owner Property by Owner 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 Owner 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.
- 6.5. Authorization.** The Parties hereto warrant they are fully authorized to execute this Agreement and have taken all actions necessary to obtain such authorization.
- 6.6. Waiver.** No waiver of one or more of the terms of this Agreement shall constitute a waiver of other terms. No waiver of any provision of this Agreement in any instance shall constitute a waiver of such provision in other instances.
- 6.7. Amendment of Agreement.** Except as otherwise set forth in this Agreement, this Agreement may be amended or terminated only by mutual consent in writing of the Town and the Owner.

- 6.8. Good Faith of Parties.** In performance of this Agreement, the Parties agree that each will act in good faith and will not unreasonably withhold, delay or condition any approval or consent required or contemplated by this Agreement.
- 6.9. Further Assurances.** Each Party shall execute and deliver such documents or instruments and take such action as may be reasonably requested by the other Party to confirm or clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof. If all or any portion of the Applications or this Agreement are asserted or determined to be invalid, illegal or are otherwise precluded, the Parties shall cooperate in the joint defense of such documents and, if such defense is unsuccessful, the Parties will use reasonable, diligent good faith efforts to amend, reform or replace such precluded items to assure, to the extent legally permissible, that the Owner and the Town receive the benefits that they would have received under this Agreement.
- 6.10. Certifications.** Each Party agrees to execute such documents or instruments as the other Party shall reasonably request to verify or confirm the status of this Agreement and of the performance of the obligations hereunder and such other matters as the requesting Party shall reasonably request.
- 6.11. Rights of Lenders and Interested Parties.** The Town is aware that financing for acquisition, development and/or construction of the Owner Property may be provided in whole or in part, from time to time, by one or more third parties, including, without limitation, lenders, major tenants, hotel operators or managers and purchasers or developers of portions of the Owner Property. In the event of an Event of Default by the Owner, the Town shall provide notice of such Event of Default, at the same time notice is provided to Owner, to any such interested party previously identified in writing to the Town. If such interested Parties are permitted, under the terms of its agreement with the Owner to cure the Event of Default and/or to assume Owner's position with respect to this Agreement, the Town agrees to recognize such rights of interested parties and to otherwise permit such interested parties to assume all of the rights and obligations of Owner under this Agreement.
- 6.12. 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:

<p>To the Town:</p> <p>Town of Mountain Village  Attn: Town Manager and Town Attorney  455 Mountain Village Blvd., Unit A  Mountain Village, Colorado 81435</p>	<p>To the Owner:</p> <p>SFV Mountain View, LLC  Dan Reedy  _____  Jupiter, FLA 33458</p>
---	--

- 6.13. 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 of 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.



- 6.14. Defined Terms.** All undefined terms used in this Agreement shall have the meanings set forth in the CDC.
- 6.15. Titles of Sections.** Any titles of the several parts and sections of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.
- 6.16. Exhibits and Attachments.** All exhibits and attachments to this Agreement shall be incorporated herein and deemed a part of this Agreement.
- 6.17. Minor Changes.** The Parties executing this Agreement are authorized to make insubstantial changes to this Agreement and attached exhibits with the approval of Town Staff as they mutually consider necessary, so long as such changes are consistent with the intent and understanding of the Parties at the time of approval of this Agreement by Town Council. The execution of this Agreement shall constitute the approval of such future changes by the respective Parties.
- 6.18. Town Approval.** Subject to the terms and conditions herein, Town does hereby finally approve this Agreement and the Applications. This Agreement shall be incorporated by reference on the concurrent Lot 105R1 Replat. These instruments shall constitute the complete and final approval for the Second Amendment to the Agreement. This Agreement shall be recorded, at the Owner's expense, in the Official Records and shall run with the Owner Property.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**TOWN OF MOUNTAIN VILLAGE,**

a Colorado Home Rule Municipality

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

Dan Jansen, Mayor

STATE OF COLORADO )

) ss.

COUNTY OF SAN MIGUEL )

Subscribed to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Dan Jansen as Mayor of the Town of Mountain Village, Colorado.

Witness my hand and official seal.

\_\_\_\_\_

Notary Public

**Approved as to Form:**

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

**OWNER:**

SFV MOUNTAIN VIEW, LLC,  
a Colorado limited liability company

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

Dan Reedy, Manager

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

Subscribed to and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Dan Reedy,  
as Manager of SFV Mountain View, LLC, a Colorado limited liability company.

Witness my hand and official seal.

\_\_\_\_\_

Notary Public

**[LIST OF EXHIBITS]**

**Exhibit B: See Forever Plaza – Replat No. 3**

SEE FOREVER PLAZA III - REPLAT No. 3

REPLAT OF LOT 105R1, TRACT OS3J, AND TRACT OS3L, SEE FOREVER PLAZA III - REPLAT No. 2, TOWN OF MOUNTAIN VILLAGE, SECTION 34, T.43N., R.9W., N.M.P.M., TOWN OF MOUNTAIN VILLAGE, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

**CERTIFICATE OF OWNERSHIP:**

KNOW ALL PERSONS BY THESE PRESENTS that SFV MOUNTAIN VIEW, LLC, a Colorado limited liability company, being the owner in fee simple of Lot 105R1, See Forever Plaza III, according to the plat recorded in Plat Book 1 at pages 3908-3910, and Town of Mountain Village a home rule municipality and political subdivision of the State of Colorado, being the owner in fee simple of Tract OS3J, See Forever Plaza III, Replat No. 1 according to the plat recorded in Plat Book 1 at pages 3908-3910, and Tract OS3L, See Forever Plaza III, according to the plat recorded in Plat Book 1 at pages 3039-3042, do hereby make an Amendment to the Final Plat of said real property in accordance with the SEE FOREVER PLAZA III - REPLAT NO. 3 shown hereon.

**LEGAL DESCRIPTION:**

LOT 105R1, ACCORDING TO THE SEE FOREVER VILLAGE AT THE PEAKS CONDOMINIUM MAP RECORDED DECEMBER 5, 2005 IN PLAT BOOK 1 AT PAGE 3578, AS AMENDED AND RECORDED DECEMBER 1, 2006 IN PLAT BOOK 1 AT PAGE 3761, AS AMENDED AND RECORDED DECEMBER 21, 2007 IN PLAT BOOK 1 AT PAGE 3914, AS AMENDED AND RECORDED MAY 15, 2008 IN PLAT BOOK 1 AT PAGE 3943 (COLLECTIVELY, THE "MAP") AND AS DEFINED AND DESCRIBED IN THE COMMON INTEREST COMMUNITY DECLARATION OF SEE FOREVER VILLAGE AT THE PEAKS, RECORDED DECEMBER 5, 2005 AT RECEPTION NO. 379983, AND AS AMENDED IN INSTRUMENT RECORDED DECEMBER 8, 2005 UNDER RECEPTION NO. 380087, AND AS AMENDED IN INSTRUMENT RECORDED DECEMBER 1, 2006 UNDER RECEPTION NO. 388700, AND AS AMENDED IN INSTRUMENT RECORDED DECEMBER 21, 2007 UNDER RECEPTION NO. 398941, AND AS AMENDED IN INSTRUMENT RECORDED MAY 15, 2008 UNDER RECEPTION NO. 401601, AND AS AMENDED IN INSTRUMENT RECORDED AUGUST 29, 2012 UNDER RECEPTION NO. 424468, (COLLECTIVELY, THE "DECLARATION"), COUNTY OF SAN MIGUEL, STATE OF COLORADO.

TOGETHER WITH the non-exclusive easement over and across a portion of Tract OS-3, more specifically described in that Grant of Easement and Agreement, in favor of See Forever Associates LLC, a Delaware limited liability company, dated April 29, 1998, recorded May 1, 1998 at Reception No. 318500 in the official records of San Miguel County, State of Colorado; as amended by Amendment to Grant of Easements and Agreement, recorded August 21, 2000 at Reception No. 336147; and Second Amendment to Grant of Easements and Agreement, recorded August 1, 2002 at Reception No. 350632; and Third Amendment to Grant of Easements and Agreement, recorded November 18, 2005 at Reception No. 379671; and Designation recorded October 25, 2004 at Reception No. 369949; SUBJECT TO the terms, conditions, provisions and obligations as contained therein.

AND TOGETHER WITH the rights in those certain perpetual easements conveyed in the Access Easement per Plat Book 1 at Pages 2248-2249, the Metro Services Perimeter Easement Agreement recorded August 1, 2002 at Reception No. 350621 and First Amendment to Metro Services Perimeter Easement Agreement, recorded November 18, 2005 at Reception No. 379669, the Metro District Parking Easement Agreement recorded August 1, 2002 at Reception No. 350624, the Metro District Sunny Ridge Place Easement Agreement recorded August 1, 2002 at Reception No. 350625, the Telski Maintenance and Access Easement Agreement at Reception No. 350623, the Telski Parking Easement Agreement recorded August 1, 2002 at Reception No. 350626, the Telski Perimeter Easement Agreement recorded August 1, 2002 at Reception No. 350627 and First Amendment to Telski Perimeter Easement Agreement, recorded November 18, 2005 at Reception No. 379670, the Blanket Utility Easement Agreement recorded August 1, 2002 at Reception No. 350628, and the Telski Temporary Parking Easement Agreement recorded August 1, 2002 at Reception No. 350629; Parking and Access Easement as reserved in Deed recorded at Reception No. 346331, Exhibit B-2; Grant of Easements and Agreement recorded at Reception No. 369950 and First Amendment to Grant of Easements and Agreement recorded at Reception No. 379982;

SUBJECT TO the terms, conditions, provisions and obligations as contained therein,

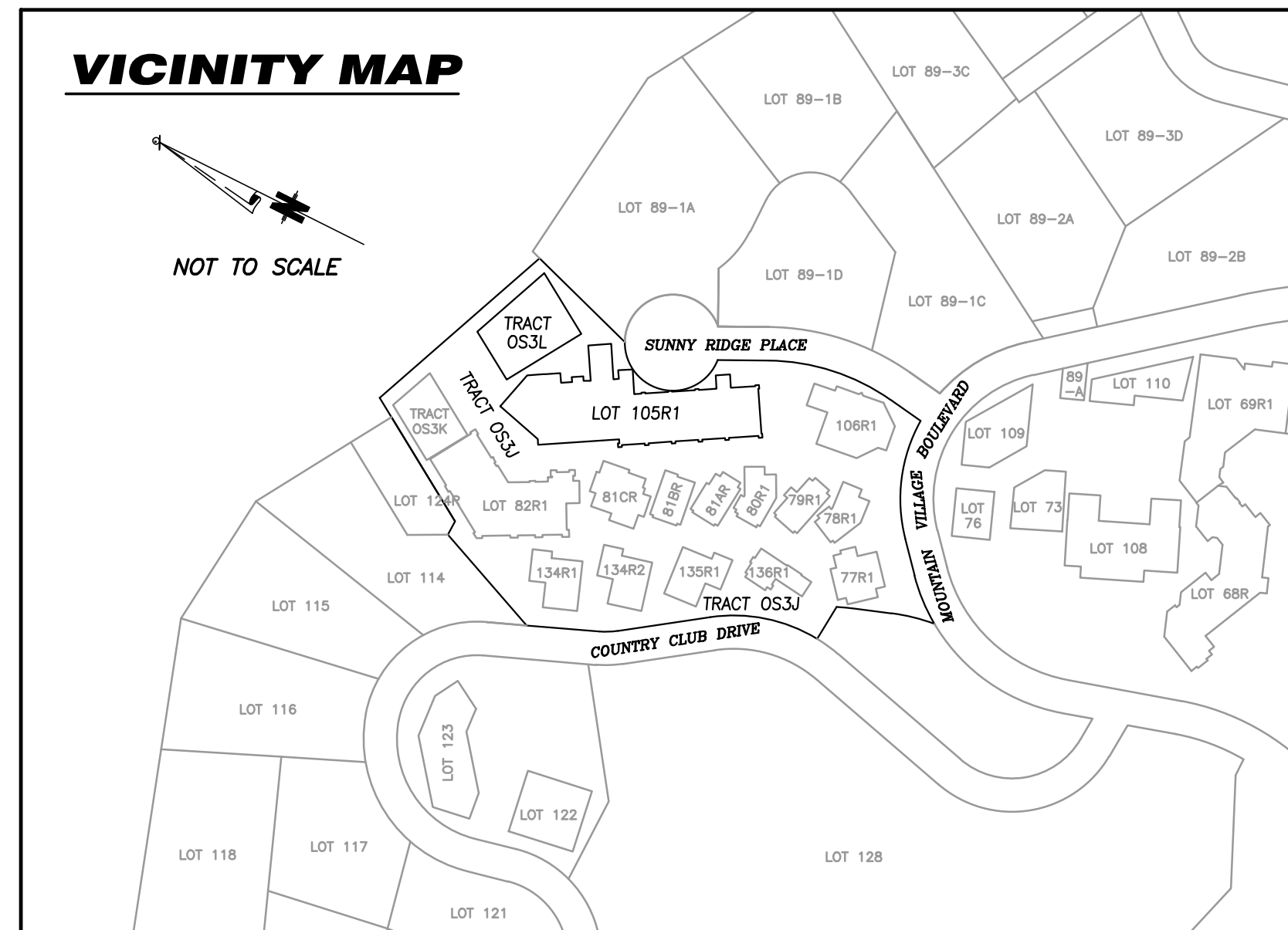
AND

Tract OS3J, See Forever Plaza III, according to the Plat recorded August 1, 2002 in Plat Book 1 at page 3039, as amended by Plat recorded November 18, 2005 in Plat Book 1 at page 3570, and as amended by Plat recorded December 18, 2007 in Plat Book 1 at page 3908,

AND

Tract OS3L, See Forever Plaza III - Replat No. 1, according to the plat filed in the office of the Clerk and Recorder in Plat Book 1 at page 3039-3042,

Town of Mountain Village, County of San Miguel, State of Colorado.



**CERTIFICATE OF OWNERSHIP (cont.):**

**OWNERS:**

SFV Mountain View, LLC, a Colorado limited liability company.

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

Town of Mountain Village, a home rule municipality and political subdivision of the State of Colorado.

By: \_\_\_\_\_, Mayor

By: \_\_\_\_\_, Town Manager

**ACKNOWLEDGMENT:**

State Of Colorado )

County Of San Miguel )ss.

This instrument was acknowledged before me this the \_\_\_\_\_ of \_\_\_\_\_, 2016 by \_\_\_\_\_ as \_\_\_\_\_ of SFV Mountain View, LLC, a Colorado limited liability company.

My commission expires \_\_\_\_\_ Witness my hand and seal.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF OWNERSHIP (cont.):**

**ACKNOWLEDGMENT:**

State Of Colorado )

County Of San Miguel )ss.

This instrument was acknowledged before me this the \_\_\_\_\_ of \_\_\_\_\_, 2016 by \_\_\_\_\_ as Mayor of the Town of Mountain Village.

My commission expires \_\_\_\_\_ Witness my hand and seal.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT:**

State Of Colorado )

County Of San Miguel )ss.

This instrument was acknowledged before me this the \_\_\_\_\_ of \_\_\_\_\_, 2016 by \_\_\_\_\_ as Manager of the Town of Mountain Village.

My commission expires \_\_\_\_\_ Witness my hand and seal.

\_\_\_\_\_  
Notary Public

**TITLE INSURANCE COMPANY CERTIFICATE:**

Land Title Guarantee Company does hereby certify that we have examined the title to the lands herein shown on this Replat and that the title to this land is in the names of SFV Mountain View, LLC, a Colorado limited liability company, and the Town of Mountain Village, a home rule municipality and political subdivision of the State of Colorado; and is free of all liens and taxes except as follows:

\_\_\_\_\_  
Title Insurance Company Representative

**TOWN OF MOUNTAIN VILLAGE APPROVAL:**

I, \_\_\_\_\_ as Mayor, and I, \_\_\_\_\_ as Manager, of the Town of Mountain Village, Colorado, do hereby certify that this plat has been approved by the Town of Mountain Village and we have been authorized and directed to execute this document.

\_\_\_\_\_, as Mayor Date \_\_\_\_\_

\_\_\_\_\_, as Manager Date \_\_\_\_\_

**ACKNOWLEDGMENT:**

State Of Colorado )

County Of San Miguel )ss.

This instrument was acknowledged before me this the \_\_\_\_\_ of \_\_\_\_\_, 2016 by \_\_\_\_\_ as Mayor of the Town of Mountain Village.

My commission expires \_\_\_\_\_ Witness my hand and seal.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT:**

State Of Colorado )

County Of San Miguel )ss.

This instrument was acknowledged before me this the \_\_\_\_\_ of \_\_\_\_\_, 2016 by \_\_\_\_\_ as Manager of the Town of Mountain Village.

My commission expires \_\_\_\_\_ Witness my hand and seal.

\_\_\_\_\_  
Notary Public

**RECORDER'S CERTIFICATE:**

This plat was filed for record in the Office of the San Miguel County Clerk and Recorder on this \_\_\_\_\_ day of \_\_\_\_\_, 2016,

in Book \_\_\_\_\_,  
at Page \_\_\_\_\_,  
at Reception No. \_\_\_\_\_,  
Time \_\_\_\_\_.

\_\_\_\_\_  
San Miguel County Clerk

See Forever Plaza III - Replat No. 3

Project Mgr:	JH	Rev.	description	date	by
Technician:	MC				
Checked by:					
Start date:	09/01/2016				



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

Drawing path: dws\9028 Replat 09-16.dwg

Sheet 1 of 3 Project #: 8028

**SEE FOREVER PLAZA III - REPLAT No. 3**  
**REPLAT OF LOT 105R1, TRACT OS3J, AND TRACT OS3L, SEE FOREVER PLAZA III - REPLAT No. 2, TOWN OF MOUNTAIN VILLAGE, SECTION 34, T.43N., R.9W., N.M.P.M., TOWN OF MOUNTAIN VILLAGE, COUNTY OF SAN MIGUEL, STATE OF COLORADO.**

**SURVEYOR'S CERTIFICATE:**

I, Jeffrey C. Haskell of Foley Associates, Inc., a Professional Land Surveyor licensed under the laws of the State of Colorado, do hereby certify that SEE FOREVER PLAZA III - REPLAT No. 3, as shown hereon, has been prepared under my direct responsibility, supervision, and checking. This survey complies with applicable provisions of Title 38, Article 51, C.R.S. to the best of my knowledge and belief.

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

P.L.S. No. 37970 \_\_\_\_\_ Date \_\_\_\_\_

**NOTES:**

1. Approval of this plan may create a vested property right pursuant to Article 68 of Title 24, C.R.S., as amended.
2. Easement research and legal description from Land Title Guarantee Company, Commitment No. ABS86005715-6, dated July 20, 2016 at 5:00 P.M. as to Lot 105R1; Commitment No. ABS86006240, dated September 06, 2016 at 5:00 P.M. as to Tract OS3J; and Commitment No. \_\_\_\_\_, dated \_\_\_\_\_, 2016 at 5:00 P.M. as to Tract OS3L.

3. BASIS OF BEARINGS: The Bearing from monument "OVERPASS" to monument "RIM" was assumed as N 31°16'24" W from Banner Associates, Inc. project bearings.

4. Notice is hereby given that the area included in the plat described herein is subject to the regulations of the Land Use Ordinance, of the Town of Mountain Village, January, 2003 as amended.

**NOTES OF CLARIFICATION:**

- a. The Configuration of the following lots, tracts, and right-of-way have been modified by this plat:  
 Lot 105R1, Tract OS3J, and Tract OS3L
- b. The following lots have been created by this plat:  
 None
- c. The following lots have been deleted by this plat:  
 None
- d. The areas of Open Spaces within the boundary of this replat have been revised as follows:

Tract	Area prior to this replat	Area after this replat
OS3J	1.784 acres	1.776 acres
OS3L	0.139 acres	0.134 acres
	0.013 acres decrease in Open Space	

- e. The areas of the following lots have been revised as follows:

Old Lot	Area	New Lot	Area
105R1	0.383 acres	105R1	0.395 Acres
	0.012 acres increase in Lot Area		

6. The approval of this Plat Amendment vacates all prior plats for the area described in the Legal Description as shown hereon in the Certificate of Ownership.

7. 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.

**NOTES:**

8. Grant of Easements and Agreement at Reception No. 318500 and Amendment to Grant of Easements and Agreement at Reception No. 336147 and Second Amendment to Grant of Easements and Agreement at Reception No. 350632, Designation recorded at Reception No. 369949 and Third Amendment to Grant of Easements and Agreement recorded at Reception No. 379671 and Fourth Amendment to Grant of Easements and Agreement recorded at Reception No. \_\_\_\_\_ Telski Perimeter Easement Agreement at Reception No. 350627 and First Amendment to Telski Perimeter Easement Agreement at Reception No. 379670 and Second Amendment to Telski Perimeter Easement Agreement at Reception No. \_\_\_\_\_ Metro Services Perimeter Easement at Reception No. 350621 and First Amendment to Metro Services Perimeter Easement at Reception No. 379669. Telski Maintenance and Access Easement Agreement at Reception No. 350623. Telski Parking Easement Agreement at Reception No. 350626. Telski Temporary Parking Easement Agreement at Reception No. 350629. Access Easement per Plat Book 1 at pages 224B-2249. Metro District Sunny Ridge Place Easement Agreement recorded at Reception No. 350625 and First Amendment to Metro District Sunny Ridge Place Easement Agreement recorded at Reception No. \_\_\_\_\_ Metro District Parking Easement Agreement recorded at Reception No. 350624. Parking and Access Easement as reserved in Deed recorded at Reception No. 346331, Exhibit B-2 Mt. Wilson Lodge Access Easement and Agreement recorded at Reception No. \_\_\_\_\_.

9. The Grant of Easements and Agreement recorded at Reception No. 369950 and First Amendment to Grant of Easements and Agreement recorded at Reception No. 379982 (the "Grant of Easements and Agreement"), including that certain Air Space Easement across Lot 105R1 as per same and as per the 1st Amendment to See Forever Village at The Peaks Condominium Map recorded on December 1, 2006 in Plat Book 1 at Page 3761-3765, is terminated pursuant to paragraph 3 of the Grant of Easements and Agreement by the recording of the Third Amendment to Declaration of See Forever Village at The Peaks recorded at Reception No. \_\_\_\_\_ and the 2nd Amendment to See Forever Village at The Peaks Condominium Map recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_, simultaneously herewith.

**LAND USE CHART:**

Lot	Units	Zoning Designation	Density
105R1	15	Condominium	45
105R1		Commercial 4066 SQ. FT.	

**CONSENT OF UNIT OWNERS:**

The Unit Owners, See Forever Village at The Peaks, A Condominium, Members of See Forever Village at The Peaks Homeowners Association, Inc. hereby approve and consent to this SEE FOREVER PLAZA III - REPLAT No. 3.

SFV Mountain View, LLC, a Colorado limited liability company.

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

**ACKNOWLEDGMENT:**

State Of Colorado )  
 )ss.  
 County Of San Miguel )

This instrument was acknowledged before me this the \_\_\_\_\_ of \_\_\_\_\_, 2016 by \_\_\_\_\_ as \_\_\_\_\_ of SFV Mountain View, LLC, a Colorado limited liability company.

My commission expires \_\_\_\_\_  
 Witness my hand and seal.

\_\_\_\_\_  
 Notary Public

**SECURITY INTEREST HOLDER'S CONSENT:**

The undersigned \_\_\_\_\_, as a beneficiary of a deed of trust which constitutes a lien upon the declarant's property, recorded at Reception No. \_\_\_\_\_ in the San Miguel County Clerk and Recorder's real property records, hereby consents to the subdivision of the real property as depicted on this Replat and to the dedication of land as streets, alleys, roads and other public areas, as designated on this Replat, and hereby releases said dedicated lands from the lien created by said instrument.

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

**ACKNOWLEDGMENT:**

State Of Colorado )  
 )ss.  
 County Of San Miguel )

This instrument was acknowledged before me this the \_\_\_\_\_ of \_\_\_\_\_, 2016 by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires \_\_\_\_\_  
 Witness my hand and seal.

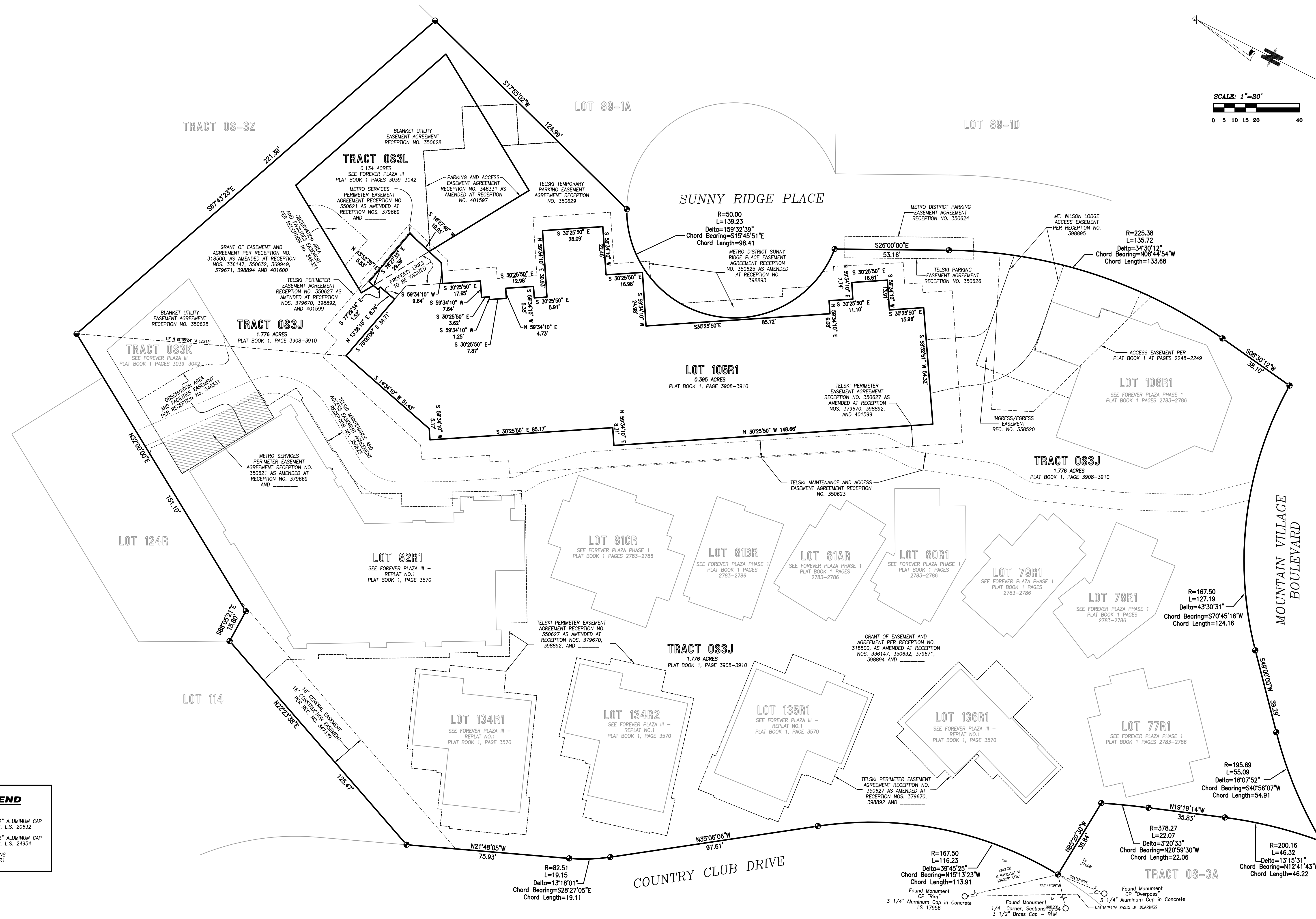
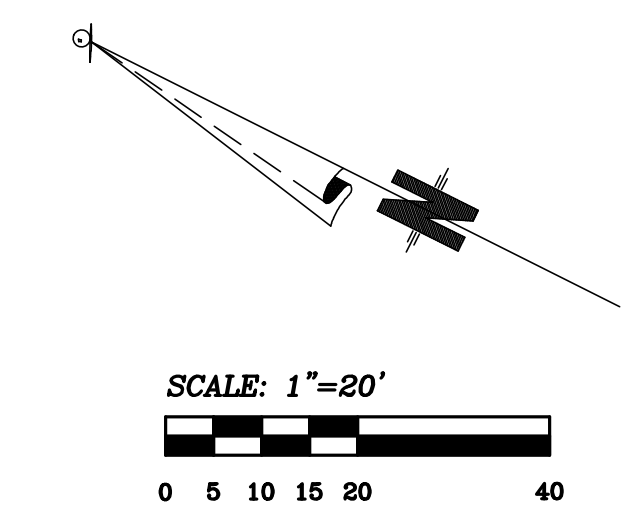
\_\_\_\_\_  
 Notary Public

See Forever Plaza III - Replat No. 3

Project Mgr:	JH
Technician:	MC
Checked by:	
Start date:	09/01/2016

**FOLEY ASSOCIATES, INC.**  
 ENGINEERING · PLANNING · SURVEYING  
 Drawing path: dws\9028 Replat 09-16.dwg

970-728-6153 970-728-6050 fax  
 P.O. BOX 1385  
 125 W. PACIFIC, SUITE B-1  
 TELLURIDE, COLORADO 81435  
 Sheet2 of 3 Project #: 8028



**LEGEND**

- FOUND 1-1/2" ALUMINUM CAP ON #5 REBAR, L.S. 20632
- FOUND 1-1/2" ALUMINUM CAP ON #5 REBAR, L.S. 24954
- LOT DIMENSIONS FOR LOT 105R1

# See Forever Plaza III - Replat No. 3

Project Mgr:	JH
Technician:	MC
Checked by:	
Start date:	09/01/2016

Rev.	description	date	by
1	changed from PL item 0.5 to 0.25 off nearest improvements	09/15/2016	MC
2	Added Observation Area and Facilities Easement	10/29/2016	MC



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 125 W. PACIFIC, SUITE B-1  
 TELLURIDE, COLORADO 81435



# See Forever Village



## PROJECT NARRATIVE

### Background

Alpine Planning is submitting this project narrative for SFV Mountain View, LLC (“**Owner**”) who purchased (1) the COM<sub>1</sub> Unit area, See Forever Village at the Peaks as recorded at Reception Number 379984 (“**COM<sub>1</sub> Space**”); and (2) the development rights and special declarant rights (collectively “**Development Rights**”) as provided for in the Declaration of See Forever Village at the Peaks as amended (collectively “**Declaration**”). The COM<sub>1</sub> Space and the Development Rights are collectively referred to as the “**Property**”.

The Development Rights include the unplatted Garden Level restaurant space and the Garden Level Lobby as shown on Page 3952 of the 3<sup>rd</sup> Amendment to See Forever Village at the Peaks Condominium Map as recorded at Reception Number 401602 (“**Condo Map**”) as shown in Exhibit A. The Owner purchased the Property with the intent to convert the Garden Level Lobby and the Garden Level restaurant space into a residential condominium unit. The Owner is proposing to convert the Garden Level restaurant shell space into a three bedroom condominium unit that is accessed by an elevator from the parking garage and by stairs leading down from the See Forever lobby and COM<sub>1</sub> Space. Part of the COM<sub>1</sub> space is currently used as a front desk and reception area for See Forever under a lease with the Owner, and was built out as a commercial bar as discussed herein.

The Owner has also purchased four parking spaces in the garage that were required by the Town to serve the restaurant space with the intention to retain one space for the condominium unit and to convert the other three spaces to parking units since they would no longer be needed for the restaurant use. The Owner intends to construct the condominium for their personal use and also place the new unit into the See Forever Rental Program when they are not occupying the unit.

The Owner would also like to expand the Garden Level restaurant space below the deck of Unit A101 for a master bedroom, with the expansion area containing approximately 500 sq. ft. Exhibit A shows the current condominium platting and layout of the restaurant space, the COM<sub>1</sub> space, the area below the deck of Unit A101 and the proposed floor plan for the condominium unit. The approximate 500 sq. ft. area below the deck of Unit A101 is located on OS-3J that is owned by the Town of Mountain Village (“**Town**”). The land under the Unit A101 deck was owned by the See Forever developer, See Forever Ventures, LLC (“**SFV**”) and was a part of Lot 86R. As discussed below, Lot 86R was determined by the Town Design Review Board and Council to be unbuildable due to the old ridgeline restrictions. SFV therefore dedicated Lot 86R and three other lots to the Town as required by the PUD. The area below the deck of Unit A101 already has development located over it (an exterior deck) and is not useable by the public. The area under the deck has a dirt ground cover and is subject to a “Metro Services Perimeter Easement Agreement” that was established “...for the purpose of constructing, maintaining, repairing and using roof overhangs, decks, stone buttresses and subsurface footings in, on, over, through, and across the Easement Area”<sup>1</sup>. The proposal to expand the unit below the deck space is necessitating the subdivision application to slightly expand Lot 105R by approximately 500 sq. ft. to include the area below the deck. This expansion is critical to the success of the project since families are looking for rental units with additional beds, and the space below the deck allows for the creation of an appropriately sized

<sup>1</sup> Reception Numbers 350621 and as amended at 379669 and 401598.

master bedroom. The Owner has provided the Town additional consideration for the acquisition of the area below the deck as set forth below in the replacement community benefit discussion.

To accomplish the project goals, the Owner is submitting for the following development applications pursuant to the Mountain Village Community Development Code (“CDC”):

1. **Major PUD Amendment.** Major PUD Amendment to remove restaurant requirement, include the area under the deck of Unit A101, and to create policies relative to the proposed development and replacement public benefit.
2. **Subdivision.** Subdivision to slightly expand Lot 105R to include the area under the exterior deck of Unit A101.
3. **Rezoning and Density Transfer.** Rezoning of the area under the exterior deck of Unit A101 from Full Use Active Open Space to Village Center, and density transfer of three (3) person equivalents to Lot 105R1 prior to recording the amended PUD agreement.

Future development applications that will be required through new PUD requirements include:

1. Staff Subdivision for an amended condominium map. To be submitted to the Town after studs or drywall are installed.
2. Design Review Process to review final architectural plans. We anticipate this being a Class 1 application with staff review and approval due to the limited exterior alterations, such as enclosing the area under the deck of Unit A101.
3. Building permit.

The Town Council conducted a work session on the proposed restaurant conversion at the May and July meetings, with support for the conversion and replacement community benefit package as outlined in this narrative. The Town Council also unanimously passed a motion authorizing Town staff to initiate the Major PUD Amendment with the Owner submitting the required application fee, information and plans and supporting the Town through the process

### **Restaurant Origin**

The restaurant space was first required by the See Forever Design Guidelines that were reviewed and approved by both the Town and the original property owner, Ron Allred, in 1997 (Exhibit B). SFV acquired the See Forever project, which was subject to the See Forever Design Guidelines, from Ron Allred in 1998. The See Forever Design Guidelines envisioned a much larger development on the then designated ridgeline lots that included Lot 83R, Lot 84R, Lot 85R and Lot 86R with the restaurant overlooking the Valley Floor and a direct connection to the planned gondola terminal as shown in Exhibit A. The restaurant space at See Forever was planned by Mr. Allred to be located immediately adjacent to the gondola terminal that originated from the Valley Floor. This gondola terminal was intended to connect Mountain Village to planned development on the Valley Floor that was envisioned in a 1980s Telluride Master Plan and would have provided critical foot traffic to the See Forever restaurant, the Village Center and the ski resort (Exhibit C). The Valley Floor property was condemned by the Town of Telluride for limited open space uses using eminent domain which contributed to a significant loss of bed base and tourists to Mountain Village and eliminated the economic viability of the See Forever restaurant.

The restaurant space was also required to be provided within the See Forever development by the old Land Use Ordinance (“LUO”) and Design Regulations in place at the time the See Forever PUD was being evaluated and

approved. The LUO included most of the See Forever lots in the Village Center definition, and lots within the Village Center were required to provide a restaurant space when 2,500 sq. ft. or more of commercial area was proposed (Exhibit D).

The restaurant requirement originally set forth in the See Forever Design Guidelines was memorialized as a community benefit in the 2002 resolution approving the final Planned Unit Development application (Exhibit E) and the associated Development Agreement for See Forever Plaza Phase III Planned Unit Development as recorded at Reception Number 350631 (“**PUD**”) (Exhibit F). It should be noted that the PUD and approving resolution required the restaurant to be encumbered by a deed restriction to be held by the Town and Telluride Ski and Golf. SFV, the Owner and Telluride Ski and Golf have agreed to enter into an agreement to release the deed restriction.

**PUD Community Benefits and Variations**

Town staff indicated that a major PUD amendment is required to convert the restaurant space to a condominium unit because the PUD lists the restaurant as one of the community benefits of the PUD. Table 1 summarizes the PUD community benefits and variations. The major PUD variations shown in Table 1 allowed for an increase in the maximum height, maximum average height and ground floor occupancy. The PUD originally included some minor variations to the parking requirements that were subsequently removed by an amendment to the PUD, so there are no parking variances for the development. The design-related variations were relatively minor in comparison, with the DRB having the authority today to waive all of the Design Regulations. The Community Development Code did not incorporate the See Forever Design Guidelines.

It is important to review the community benefits and PUD variations in order to properly evaluate any changes to the community benefit package. In approving the See Forever PUD, the Town received significant community benefits. First, the Town determined that Lot 83R, Lot 84R Lot 85R and Lot 86R (“**Downzoned Lots**”) could not be developed as envisioned in the See Forever Design Guidelines due to ridgeline restrictions. The Town therefore required the Downzoned Lots to be rezoned from high density development sites to open space. The Town also required the density to be transferred to the Mountain Village Metro District without any compensation to SFV.

**Table 1. Community Benefits and PUD Variations**

Community Benefits	PUD Variations
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	Increase in maximum height on (1) Lot 105R (Building A) from 60 feet to 70.75’ (variation of 10.75 feet) on the south elevation; and (2) Lot 82R (Building B) from 60 feet to 73 feet on the south elevation.
The transfer of lots 83R, 84R, 85R, and 86R 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)	Increase in the maximum average height on (1) Lot 105R from 48 feet to approximately 62 feet, a variation of 12.35 feet; and (2) Lot 82R from 48 feet to 62 feet, a variation of 13.96 feet.
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)	Variation to allow for ground floor condominium unit occupancy when commercial area was required for ground level floors in buildings in the Village Center.

<b>Community Benefits</b>	<b>PUD Variations</b>
Provision of a restaurant restricted by deed on Lot 105R1	Variations to the See Forever Plaza Design Covenants that were adopted and incorporated into the old Design Regulations, including exterior material variations.
Provision of additional short-term bed base in the Mountain Village Core	Variation to roof pitch to allow for 4:12, 6:12, 8:12 and 12:12 on the Property. The old Design Regulations had an application process for variations to the Design Regulations that did not require a PUD so this did not require a PUD variation.
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	Original parking variations were removed by the Third Amendment, so no parking variations for the project.
Construction of a trailhead connection from the Observation Deck to the trail to Telluride	
Construction of two (2) additional one-bedroom Employee Apartments un Lot 82R1, to create a total of three (3) one (1) bedroom Employee Apartments	

In addition to the rezoning of the Downzoned Lots, SFV indicated that it was also required to rezone all the See Forever Phase III Property located outside of the building footprints to open space and dedicate such areas to the Town. This land is now incorporated into Tract OS-3J. SFV indicated that the Town and Metro District required the property outside the building footprints to be rezoned and dedicated so the Town could maintain the open areas around See Forever building footprints pursuant to the PUD approvals and maintenance agreements in place in 2002.

The PUD also required SFV to transfer 14 condominium units of density to the Metro District for no consideration. The Metro District sold the 14 condominium units of density in 2003 (1 condo unit to Shirana Condos: \$15,000) and 2004 (13 units to Belvedere: \$97,500) for a total revenue of \$112,500. However, we believe the Metro District sold these density units at a discounted value to achieve development objectives and therefore true market value may be higher. Table 2 summarizes the estimated \$2.6 million development costs of the PUD community benefits excluding the restaurant shell space.

**Table 2. Community Benefit Estimated Costs**

<b>Community Benefit</b>	<b>Estimated Cost</b>
Lots 83R, 84R, 85R and 86R Dedication to the Metro District	\$696,150
14 Condominium Units to the Metro District in the Density Bank	\$112,500
Three Additional Employee Apartments	\$1,169,500 <sup>2</sup>
Observation Area (Stone plaza, Snowmelt, Signs, Fire Pit, Wall, Grading, Etc.)	\$650,000
<b>Total Estimated Community Benefit Costs</b>	<b>\$2,628,150</b>

<sup>2</sup> Based on See Forever developer costs of \$500 per square foot for 2,339 sq. ft. in three units.

In addition to the costs outlined in Table 2, SFV incurred \$2.4 million of cost to-date towards the build out of the restaurant shell space and the COM<sub>1</sub> space that includes the See Forever reception desk, full service bar, bathrooms, service elevator, stairways and parking spaces. It would be difficult to value the benefit of a restaurant to Mountain Village since the value of restaurants are mostly intangible with added activity, vitality and sales tax revenue. However, the value would have been negligible compared to other public benefits provided by SFV as noted above. In hindsight, now that the Valley Floor will not be developed and with critical pedestrian traffic lost, a restaurant at See Forever Village would not have been considered a public benefit. SFV incurred \$2.4 million in costs for a failed community benefit caused by no fault of SFV or the Town but by the Town of Telluride succeeding in its eminent domain, open space acquisition of the Valley Floor. The PUD provided approximately \$2.6 million in community benefits as outlined in Table 2 which is a substantial public benefit package in light of the variations listed in Table 1 and the investment in the failed restaurant space by SFV which assumed the total risk for this hoped town benefit. SFV and the Owner believe that the \$2.6 million in community benefits supports the PUD variances as constructed. That said, the Owner understands the need to provide some replacement community benefit as discussed below since the restaurant is listed as a benefit in the PUD.

### **Town Requirement for Snowmelt and Plaza Improvements**

There may be a misperception that the See Forever restaurant space was somehow connected to the Town agreeing to pay the costs for maintaining the surrounding landscaping and snowmelt systems. This was not the case as discussed in the narrative above. The LUO and Design Regulations in effect at the time of the PUD approval required developers to pay for the design and construction of the snowmelt systems and associated pedestrian systems and plaza areas within 30 feet of a proposed building for all projects in the Village Center (Exhibit D). All See Forever lots are included in the Village Center definition and were therefore required to provide snowmelt, pedestrian paths and plaza improvements as required by the regulations. SFV was required 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 (Exhibit E):

"#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, with the current agreement recorded at Reception Number 401159 stating:

"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."

It is important to note that Telski owned the open space areas surrounding the See Forever lots at the time the Town and Metro District were making these public improvement requirements and maintenance commitments, with the Metro District agreeing to maintain snowmelt and plaza areas on Telski land. The Town sought out the dedication of certain Telski open space lands in the early 2000s so that it could own, manage and control the open space lands it was maintaining, including the plaza areas and open space lands in the Village Center. Telski deeded OS-3J and other Village Center open space lands to the Metro District in 2004.

### **Replacement Community Benefit and OS-3J Consideration**

The following are proposed as a replacement community benefit and as consideration for the proposed condominium expansion below the deck of Unit A101 that is located on Town owned land:

1. **Cash Contribution.** A cash contribution of \$60,000 is proposed as consideration for the land area under the deck of Unit A101 and as replacement community benefit, with such funds to be used by the Town for See Forever landscaping maintenance, Village Center wayfinding or other Village Center plaza improvement.
2. **Hotbed Benefit.** The Owner has agreed to a PUD restriction that requires the new condominium unit to be placed into the existing See Forever Village Unit Management Agreement ("**UMA**") as set forth in Exhibit G. The essence of the UMA short-term rental program is to have The Peaks provide rental management, check-in/check-out services, housekeeping services, and marketing services. Guests can also use The Peaks facilities for a daily fee. The UMA also requires owners to notify them of dates they will be staying in their unit and provides incentives if the owner makes a unit available during peak rental periods. The Owner cannot agree to a more restrictive agreement or deed restriction than the UMA because they do not want to further stigmatize the new condominium unit with additional hotbed restrictions that would significantly reduce the value of the property. The See Forever Village voluntary rental program has proved to be a successful rental or hotbed generator for the Town. A majority of See Forever owners participate in the program and most of the units are available for rental during peak periods. The Owner would like the PUD to have a clause that allows for lifting the UMA restriction if the Landscaping Mitigation Fee outlined below is removed due to the See Forever HOA and/or third party

agreeing to take over the full cost of landscaping. The Owner intends to keep the unit in the rental pool even if the UMA restriction is lifted.

3. **Landscaping Mitigation Fee.** A 1% fee will be added to the rental revenues from the new condominium unit with such funds to be placed in the See Forever Landscaping Fund. We are estimating that the fee would generate approximately \$3,285 annually based on a 50% average annual occupancy. In 12 years it is estimated this fee could add approximately \$39,000 to the See Forever Landscaping Fund<sup>3</sup> which, when combined with the cash contribution fund discussed above, would cover the Town's cost for landscaping for approximately 15 to 20 years depending upon inflationary costs and interest rates for the Landscaping Fund. We are proposing that this Landscaping Mitigation Fee would be eliminated in the event that the See Forever HOA and/or third party agrees to take over landscaping maintenance costs. The Owner has agreed to a PUD provision that requires 1% of the rental revenue or a cash payment of \$3,500 annually, whichever is greater. If the rental revenues are less than \$3,500 the Owner has agreed to pay \$3,500 to the Town. It is important that the PUD agreement include an allowance to remove the Hotbed Benefit and the Landscaping Mitigation Fee if the See Forever HOA or a third party agree to pay for all the landscaping maintenance costs at See Forever, and the Town is removed from any landscaping administration or maintenance obligations.
4. **Snowmelt Area Reduction.** The snowmelt area for the restaurant patio and the walkway leading to Lot 114 (Exhibit H) are proposed to be removed from Town snowmelt costs when the PUD amendment is approved and will be effective on the date the maintenance agreement is amended. The associated maintenance agreement will need to be amended prior to or concurrent with the recordation of the new PUD agreement.

## Conclusion

The initial See Forever Design Guidelines and later approved PUD contemplated a restaurant and were based on a gondola system transporting visitors from the Valley Floor and a higher buildout density at See Forever, both of which failed to become a reality. We must now adjust to market conditions to achieve the highest and best use for this space as a condominium land use that would be allowed via the PUD amendment process and lifting the deed restriction. The Owner believes that the \$2.6 million dollars in community benefits outlined in Table 2, the lost financial investment by the Developer in the restaurant shell space and the Downzoned Lots and a good faith attempt to make the restaurant space viable should be significant to the Town when evaluating this request. We believe that there is a shared goal with the Town to amend the PUD and remove the restaurant deed restriction to allow for the productive use of this space that has been dormant for over 11 years. The Owner and its consulting team look forward to working with the Town on achieving this shared goal.

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<sup>3</sup> Based on an assumed, average lodging rate of \$1,700 per night for 182 days per calendar year.

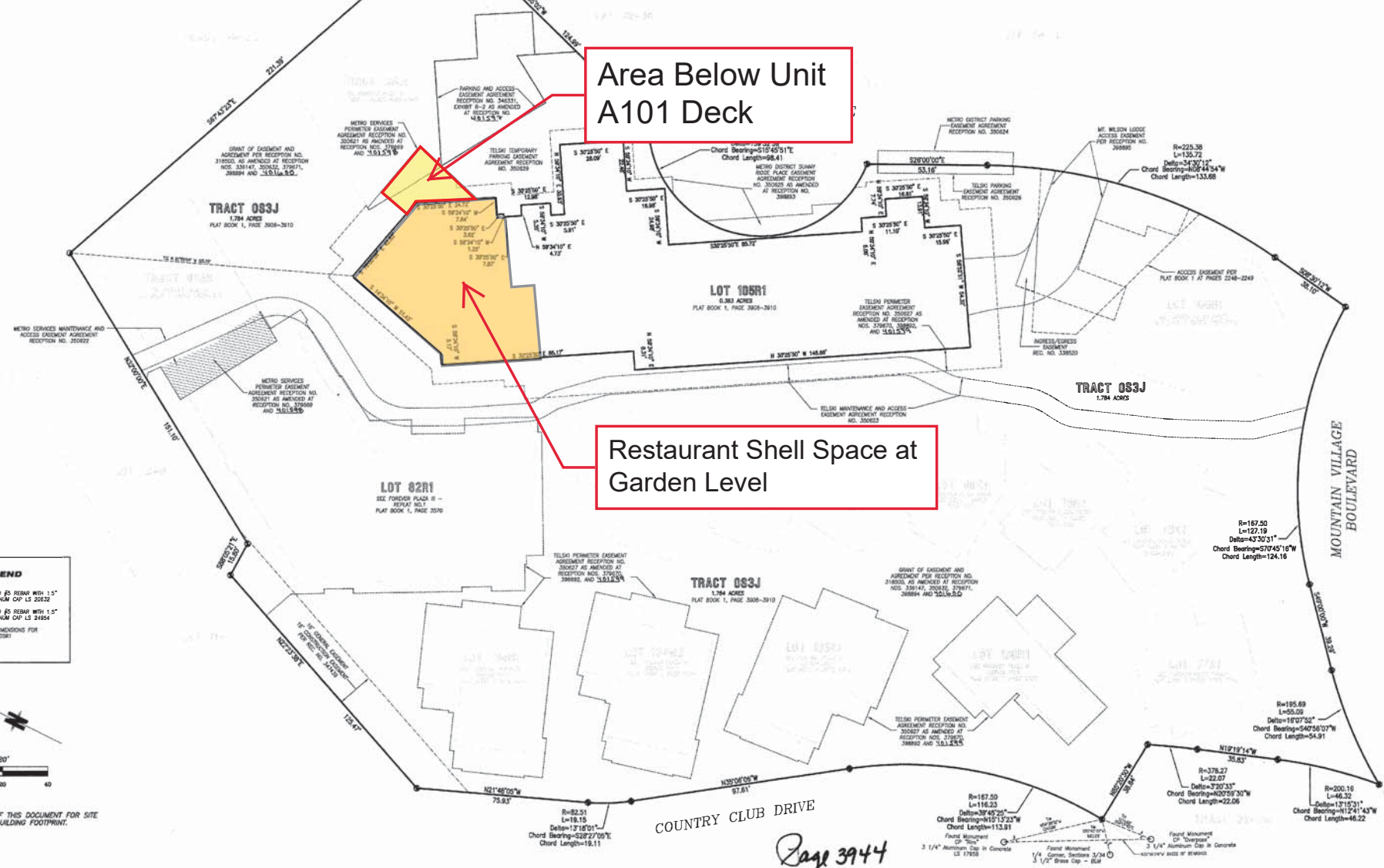


## List of Exhibits

<b>Exhibit</b>	<b>Content</b>
Exhibit A	Conceptual Plans, Condo Map, Photos and Original See Forever Platting with Downzoned Lots
Exhibit B	See Forever Design Guidelines
Exhibit C	Telluride Master Plan Valley Floor Future Land Use Map
Exhibit D	2001-2002 LUO and Design Guideline Summary
Exhibit E	PUD Approving Resolution
Exhibit F	PUD Agreement
Exhibit G	Unit Management Agreement
Exhibit H	Snowmelt Plan
Exhibit I	Existing Conditions Plan
Exhibit J	Proposed Subdivision Plat



### 3RD AMENDMENT TO SEE FOREVER VILLAGE AT THE PEAKS CONDOMINIUM MAP LOCATED ON LOTS 82R1 AND 105R1, TOWN OF MOUNTAIN VILLAGE, SECTION 34, T.43 N., R.9 W., N.M.P.M., TOWN OF MOUNTAIN VILLAGE, COUNTY OF SAN MIGUEL, STATE OF COLORADO SITE PLAN - LOT LAYOUT AND EASEMENTS

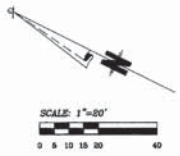


Area Below Unit A101 Deck

Restaurant Shell Space at Garden Level

**LEGEND**

- FOUND 65 REBAR WITH 1.5" ALUMINUM CAP LS 20832
- FOUND 65 REBAR WITH 1.5" ALUMINUM CAP LS 24824
- 60°/100' E LOT OVERLAPPING FOR LOT 105R1



NOTE: SEE PAGE 3 OF THIS DOCUMENT FOR SITE IMPROVEMENTS AND BUILDING FOOTPRINT.

Page 3944

## 3rd Amendment to See Forever Village at The Peaks Condominium Map

Project No.:	88009058	608	<p>970-728-6133 970-728-6050 fax P.O. BOX 1385 125 W. PACIFIC, SUITE B-1 TELLURIDE, COLORADO 81435</p>
Subdivision:	NO		
Township:			
Checked by:	jl		
Start date:	10-07		Drawing path: dwp\Condo 04-08\Condo Cover 04-08.dwg

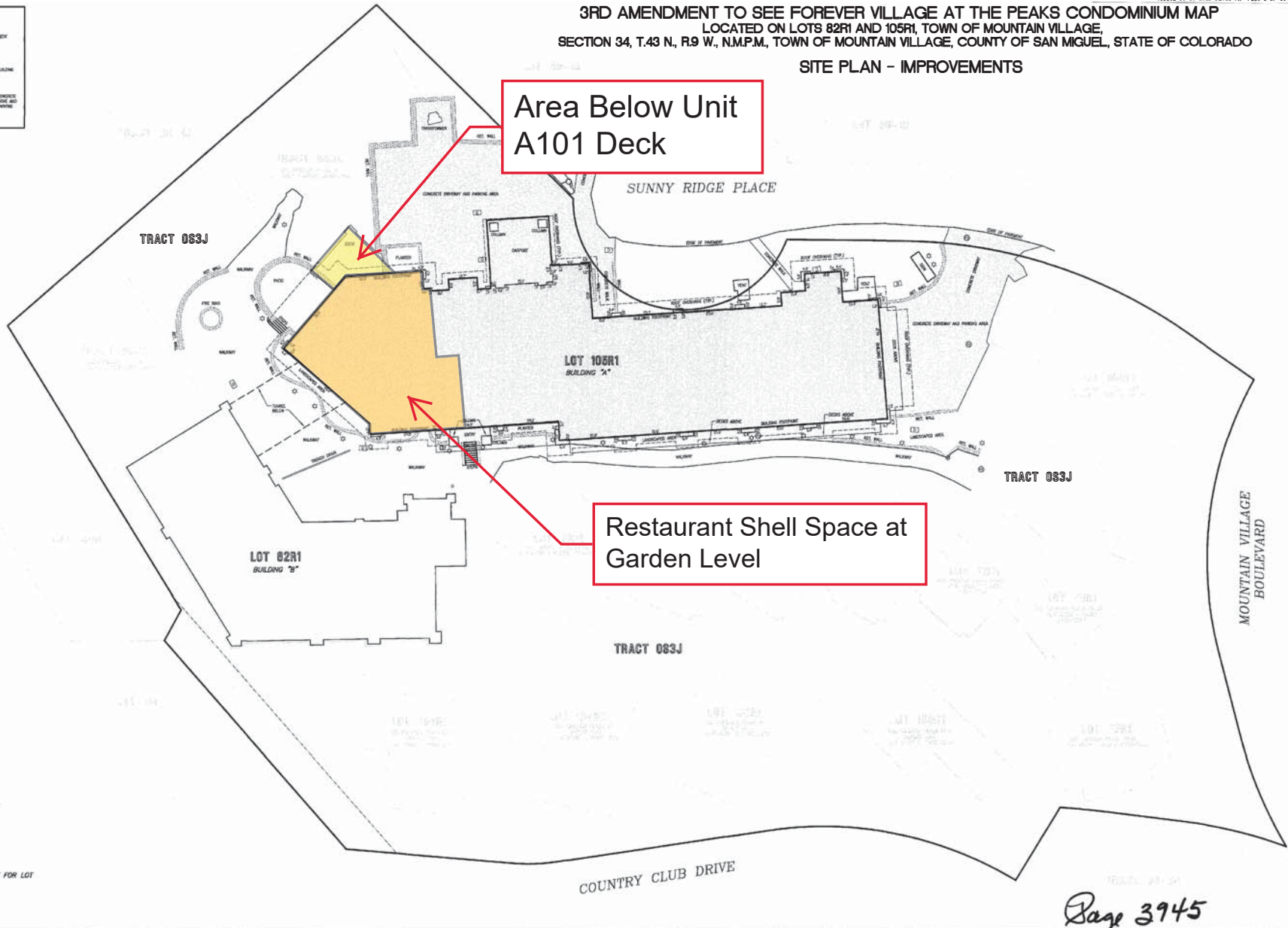
Sheet 2 of 10 Project #: 9028

3RD AMENDMENT TO SEE FOREVER VILLAGE AT THE PEAKS CONDOMINIUM MAP  
LOCATED ON LOTS 82R1 AND 105R1, TOWN OF MOUNTAIN VILLAGE,  
SECTION 34, T.43 N., R.9 W., N.M.P.M., TOWN OF MOUNTAIN VILLAGE, COUNTY OF SAN MIGUEL, STATE OF COLORADO

SITE PLAN - IMPROVEMENTS

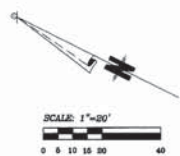
**LEGEND**

- STAIN GRASS
- FIRE HYDRANT
- LAWP POLE
- MISC.
- ROOF JOISTING
- REINFORC. WALL
- SEIK
- BLAZING
- CONCRETE DRIVEWAY AND PARKING AREA



Area Below Unit A101 Deck

Restaurant Shell Space at Garden Level



NOTE: SEE PAGE 2 OF THIS DOCUMENT FOR LOT LAYOUT AND DIMENSIONS.

Page 3945

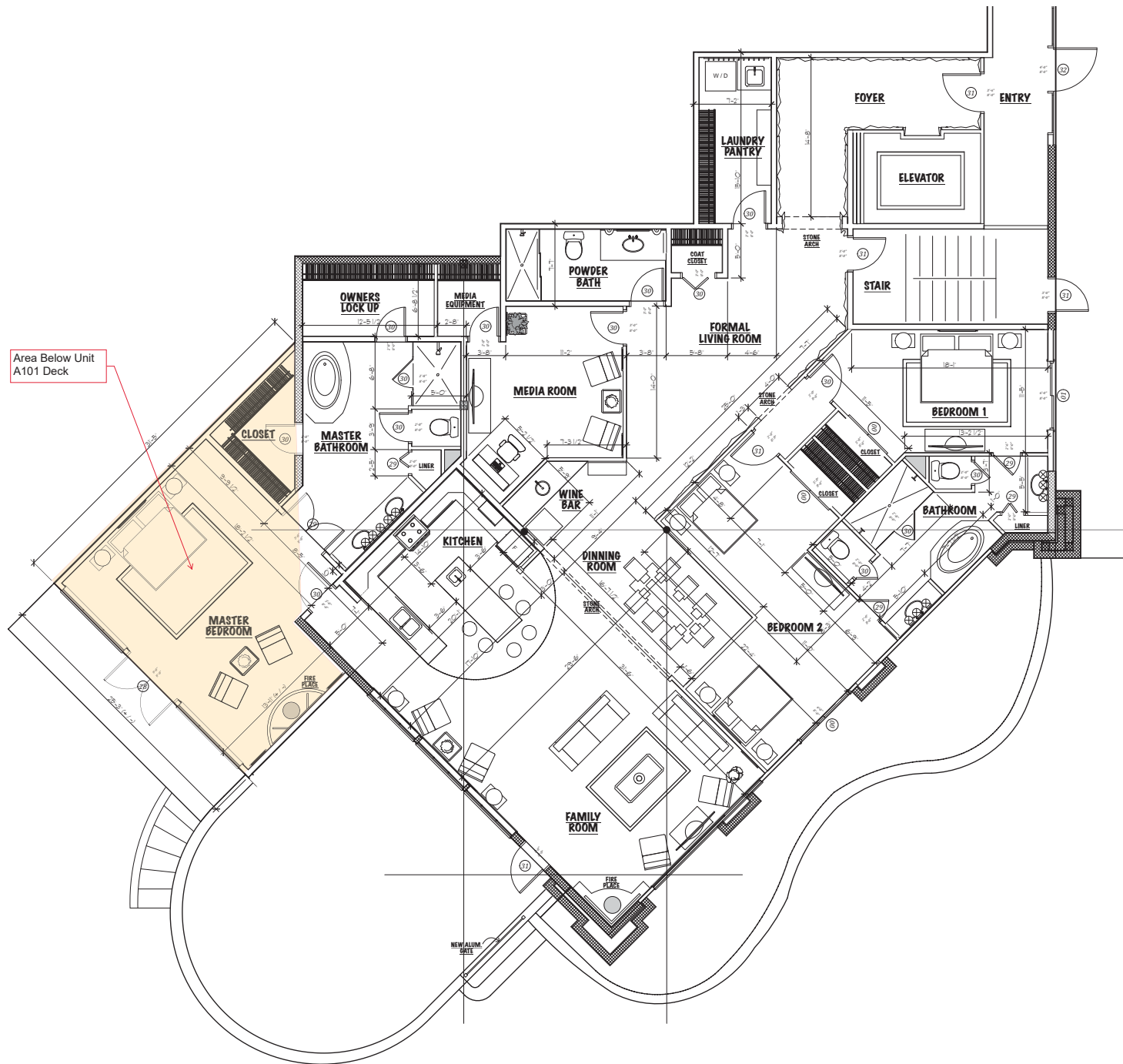
3rd Amendment to See Forever Village at The Peaks Condominium Map

Project Mgr:	dt
Technician:	dt
Checked by:	
Start date:	10-07

**FOLEY ASSOCIATES, INC.**  
ARCHITECTURAL PLANNING CORPORATION

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TELLURIDE, COLORADO 81435









Area Under Unit A101 Deck



AMENDMENT TO THE FINAL PLAT OF LOTS 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 124, AND TRACT OS-3 OF FILING I, TELLURIDE MOUNTAIN VILLAGE AND LOTS 77, 105, 106, 107, AND TRACT OS-3A OF REPLAT NO. 3 OF FILING I, TELLURIDE MOUNTAIN VILLAGE, SECTION 34, T.43 N., R.9 W., N.M.P.M., TOWN OF MOUNTAIN VILLAGE, COUNTY OF SAN MIGUEL, COLORADO



**LEGEND**

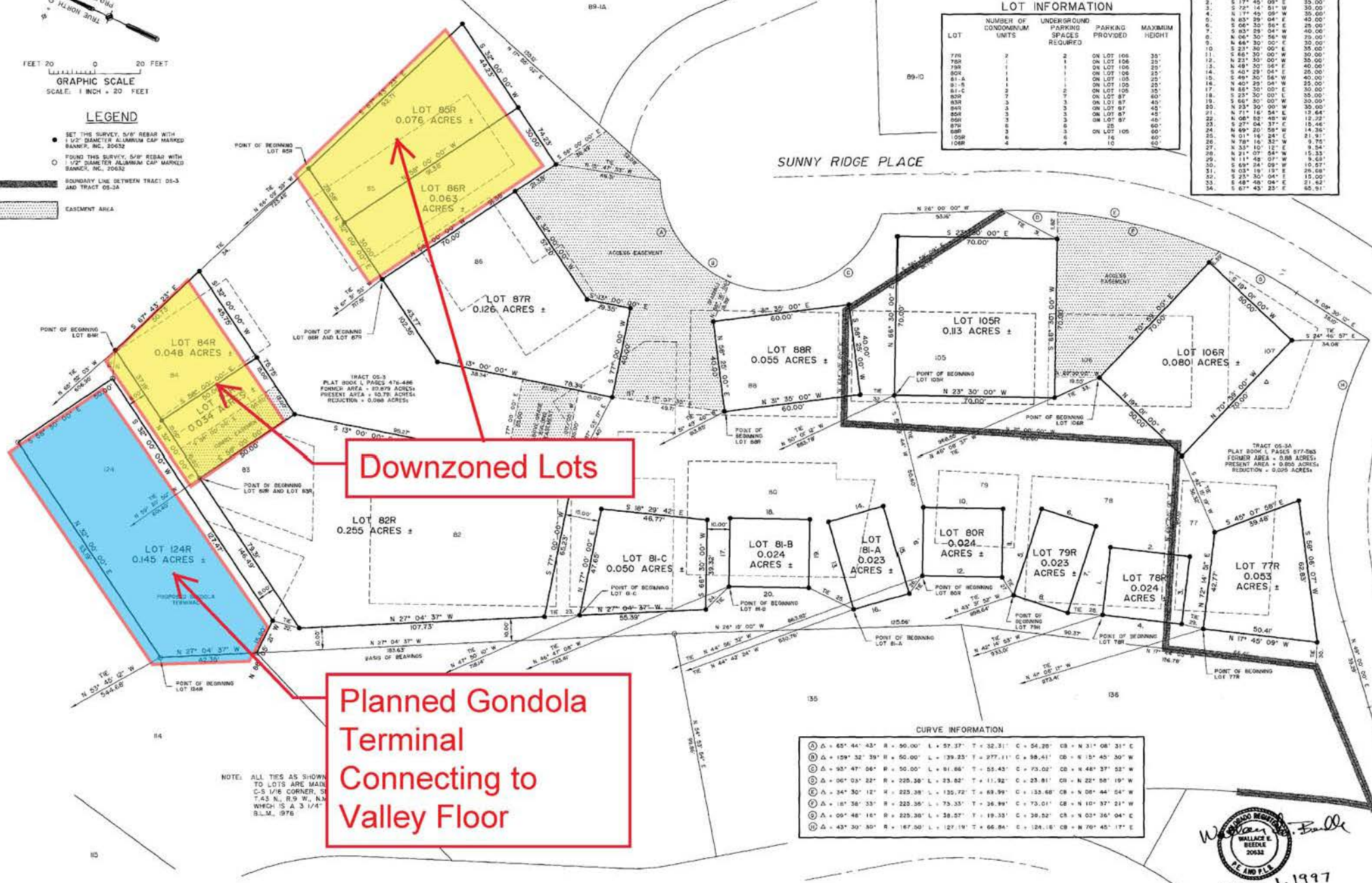
- SET THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP MARKED BANNER, INC. 20632
- FOUND THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP MARKED BANNER, INC. 20632
- BOUNDARY LINE BETWEEN TRACT OS-3 AND TRACT OS-3A
- CASSEMENT AREA

**LOT INFORMATION**

LOT	NUMBER OF CONDOMINIUM UNITS	UNDERGROUND PARKING SPACES REQUIRED	PARKING PROVIDED	MAXIMUM HEIGHT
77R	2	2	ON LOT 106	35'
78R	1	1	ON LOT 106	35'
79R	1	1	ON LOT 106	35'
80R	1	1	ON LOT 106	35'
81-A	1	1	ON LOT 105	25'
81-C	1	1	ON LOT 105	25'
81-R	1	1	ON LOT 105	25'
82R	2	2	ON LOT 87	45'
83R	3	3	ON LOT 87	45'
84R	3	3	ON LOT 87	45'
85R	3	3	ON LOT 87	45'
86R	3	3	ON LOT 87	45'
87R	6	6	ON LOT 87	60'
88R	3	3	ON LOT 105	60'
105R	6	6	16	60'
106R	4	4	10	60'

**COURSES**

NO.	BEARING	DISTANCE
1.	N 72° 14' 01" E	30.00'
2.	S 17° 45' 09" E	35.00'
3.	S 72° 14' 51" W	35.00'
4.	N 17° 45' 09" W	35.00'
5.	N 83° 29' 04" E	40.00'
6.	S 06° 30' 06" W	28.00'
7.	S 03° 29' 04" W	40.00'
8.	N 06° 30' 06" W	30.00'
9.	N 66° 30' 00" E	30.00'
10.	S 21° 30' 00" W	35.00'
11.	S 66° 30' 00" W	30.00'
12.	N 21° 30' 00" W	35.00'
13.	N 48° 30' 00" E	40.00'
14.	S 40° 29' 04" E	25.00'
15.	S 69° 30' 06" W	40.00'
16.	N 40° 29' 04" W	25.00'
17.	N 06° 30' 00" E	30.00'
18.	S 23° 30' 00" E	35.00'
19.	N 66° 30' 00" E	30.00'
20.	N 33° 30' 00" W	35.00'
21.	N 16° 34' 37" E	12.46'
22.	N 08° 52' 48" W	12.72'
23.	S 27° 04' 37" E	14.35'
24.	N 69° 20' 58" W	14.35'
25.	S 27° 04' 37" E	21.91'
26.	N 78° 16' 32" W	9.75'
27.	N 35° 10' 12" E	9.94'
28.	N 31° 07' 54" W	15.33'
29.	N 11° 48' 07" W	9.69'
30.	S 69° 30' 06" W	10.07'
31.	N 03° 19' 13" E	26.68'
32.	S 23° 30' 04" E	15.00'
33.	S 48° 48' 04" E	21.62'
34.	S 67° 43' 23" E	58.91'



**Downzoned Lots**

**Planned Gondola Terminal Connecting to Valley Floor**

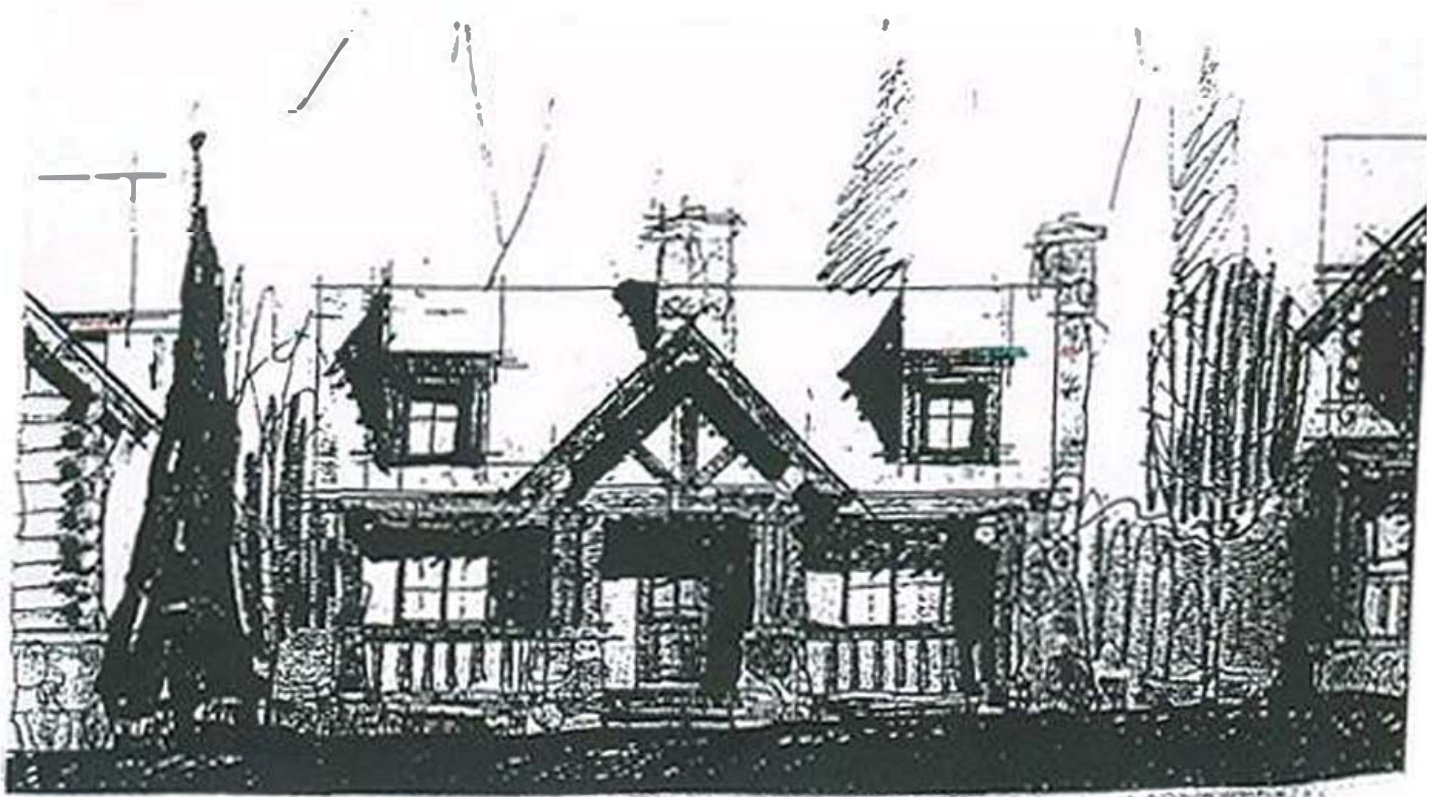
**CURVE INFORMATION**

Ⓐ	Δ = 65° 44' 43" R = 50.00' L = 57.37' T = 32.31' C = 54.20' CB = N 31° 08' 31" E
Ⓑ	Δ = 159° 32' 39" R = 50.00' L = 139.23' T = 277.11' C = 98.41' CB = S 15° 45' 30" W
Ⓒ	Δ = 93° 47' 56" R = 50.00' L = 81.66' T = 55.43' C = 73.02' CB = N 48° 37' 52" W
Ⓓ	Δ = 06° 01' 22" R = 225.30' L = 23.82' T = 11.92' C = 23.81' CB = N 22° 58' 19" W
Ⓔ	Δ = 34° 30' 12" R = 225.30' L = 135.72' T = 69.99' C = 133.68' CB = N 08° 44' 54" W
Ⓕ	Δ = 18° 36' 33" R = 225.30' L = 73.35' T = 36.99' C = 73.01' CB = N 10° 37' 21" W
Ⓖ	Δ = 09° 48' 16" R = 225.30' L = 28.57' T = 19.33' C = 28.52' CB = N 03° 36' 04" E
Ⓗ	Δ = 43° 30' 30" R = 167.50' L = 127.19' T = 66.84' C = 124.18' CB = N 70° 45' 17" E

W. J. WALLACE & BEEDLE  
20632  
P.E. AND P.L.S.  
May 1, 1997

DRAWN BY: F.J.B.  
CHECKED BY: W.E.B.  
**BANNER**  
BANNER ASSOCIATES, INC. • CONSULTING ENGINEERS & SURVEYORS  
2777 CROSSROADS BOULEVARD • GRAND JUNCTION, CO 81505 • 970/245-2042  
605 E. MAIN • SUITE 6 • ASPEN, CO 81611 • 970/925-5007

AMENDMENT TO THE FINAL PLAT OF LOTS 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 124, AND TRACT OS-3 OF FILING I, TELLURIDE MOUNTAIN VILLAGE AND LOTS 77, 105, 106, 107, AND TRACT OS-3A OF REPLAT NO. 3 OF FILING I, TELLURIDE MOUNTAIN VILLAGE, SECTION 34, T.43 N., R.9 W., N.M.P.M., TOWN OF MOUNTAIN VILLAGE, COUNTY OF SAN MIGUEL, COLORADO  
SCALE: 1" = 20'  
JOB NO: 83310703  
DATE: 5-1-97  
SHEET NO: 2 of 2



SEE FOREVER PLAZA  
DESIGN GUIDELINES

## **SEE FOREVER PLAZA DESIGN ZONE**

### ***DESIGN GUIDELINES***

**Lots: 77R-80R, 81A-C, 82R-88R, 105R, & 106R**

January 13, 1997

*Prepared by Bercovitz Design, Inc.*

These guidelines are intended to supplement the general design guidelines. They do not supersede the general design guidelines. If a conflict arises between these guidelines and the general guidelines, these guidelines shall prevail.

### **EXPERIENTIAL NARRATIVE**

The bridge under Mountain Village Boulevard forms a transition to this zone. The pedestrian winds along a narrow path through the woods with small log cabins to the west and three moderate size buildings with stepped massing to the east. Along the path there are bench areas and small stone paths to the cabins and buildings. A glimpse of a tower in the distance intrigues the pedestrian to continue. They pass under a bridge and discover See Forever Plaza where the view opens wide to the north. A log lodge surrounds the plaza, which hosts a ridgeline restaurant. From the plaza you have three options. Pass through a tunnel to the new gondola; Follow the view to an observation deck floating in the trees; or meander through the woods on a raised log walkway which leads to the Town of Telluride.

### **DESIGN INTENT**

The intent of this design zone is to create a log village in a forested setting. Buildings will include log cabins, small lodges, and a main lodge. Structures which emulate classic national park log structures are encouraged.

### **ARCHITECTURE**

#### **CONSTRUCTION**

- **Traditional Stacked Logs**

Logs may be square or round, hand hewn, 10" minimum thickness. Timber window surrounds are encouraged, but log bucks are acceptable. Log railings and balusters are required.

- **Conventional Framing with Log Siding and Log Accents**

Round, hand hewn, 10" log siding is required with 4x timber corner boards, to resemble posts, or traditional stacked corners. 4x timber window surrounds are required. Log railings and balusters are required. Log columns, 10" minimum, are required for porches or accents. Log entries are encouraged. Timbers or logs may be used for exposed porch or deck elements. (See attached detail).

#### **MATERIAL**

*Stone* 35% minimum stone is required. Stone must be river rock, varied in size with 10" diameter average.

*Logs* Logs are required to be the major wall surface. Stain color to be Sherwin Williams, Woodscapes, Semi-transparent Color Stain, Cottonwood

SW3040. Chink color to be Mortar White by Log Jam. **Stucco is not permitted.**

<i>Roof</i>	Roof shall be simulated cedar shake by American Cemwood, 'Royal Shake', Seasoned Gray (800 / 367-3471); with copper flashing.
<i>Siding</i>	Cedar shingles may be used as an accent material only.
<i>Windows</i>	Windows and French Doors shall be stained wood, true-divided-lite only. Painted, metal clad, aluminum or vinyl windows are <b>not permitted.</b> Windows in stone walls shall be recessed 5" minimum from face of stone.
<i>Doors</i>	Exterior Doors shall be 2 ¼" minimum thickness, stained solid wood only. Painted, metal clad, aluminum or vinyl doors are <b>not permitted.</b> Doors in stone walls shall be recessed 5" minimum from face of stone.
<i>Hardware</i>	Exterior hardware shall be Wrought-Iron levers by Southwest Door Co., Model no. 8007/ 8107PS.
<i>Lighting</i>	Exterior light fixtures shall be Arroyo Craftsman, Berkeley, M-A41 with copper verde antique finish.
<i>Signs</i>	All single and duplex condos shall use 8"x 16" Bronze plate with 5" raised Times Roman Numbers. Plate shall be mounted in a stone building element clearly visible from the path.

A Sample Board illustrating the required exterior materials is on file with the Design Review Board. Some structures may require special fire-treatment of the logs or log siding. This should be clarified with the Building Department prior to Sketch Plan Submittal.

### **FORM**

#### **• General**

<i>Roof Form</i>	Primary roof forms shall be gable with gable dormers. Hip roof forms are <b>not permitted.</b>
<i>Roof Pitch</i>	8:12 minimum roof pitch. Dormers shall be 10:12 minimum.
<i>Eaves</i>	Eaves are required to be built-up 2x cedar boards, 2 layers minimum; 12" minimum depth; 24" minimum overhang.

#### **• Cabins**

*Lots 78-81B:* These buildings shall appear as small log cabins. The heights are limited in accordance with the Plat. The Floor Area for each lot shall not exceed 1800 square feet. The forms shall be simple gable forms with shed porch elements. Dormers, bay windows, and chimneys are encouraged.

#### **• Small Lodges**

*Lots 88, 105, 106:* These buildings shall appear as log lodges. The height is limited in accordance with the Plat. The buildings shall be no more than 2 stories at the pedestrian core path to maintain pedestrian scale. The buildings shall step back at each level. Simple, cascading roofs with dormers, recalling Old Faithful Inn, are encouraged.

#### **• Transition Buildings**

*Lot 77:* This building shall step down to Lot 78. It shall announce the architecture of the path and buffer the pedestrian path from the road. The height is limited in

accordance with the Plat. The Floor Area for this lot shall not exceed 3,500 square feet.

*Lot 81C:* This building shall be sensitive to the scale of Lot 81B and step up in form to Lot 82. The height is limited in accordance with the Plat. The Floor Area for this lot shall not exceed 4,000 square feet.

- Main Lodge

*Lots 82-87:* These lots shall be combined to develop a two building lodge connected by a bridge across the path. These buildings shall define the plaza and incorporate the observation deck, elevated walkway connection to town, and the tunnel to a future transportation gondola terminal on Lot 124.

### **PEDESTRIAN CORE PATH**

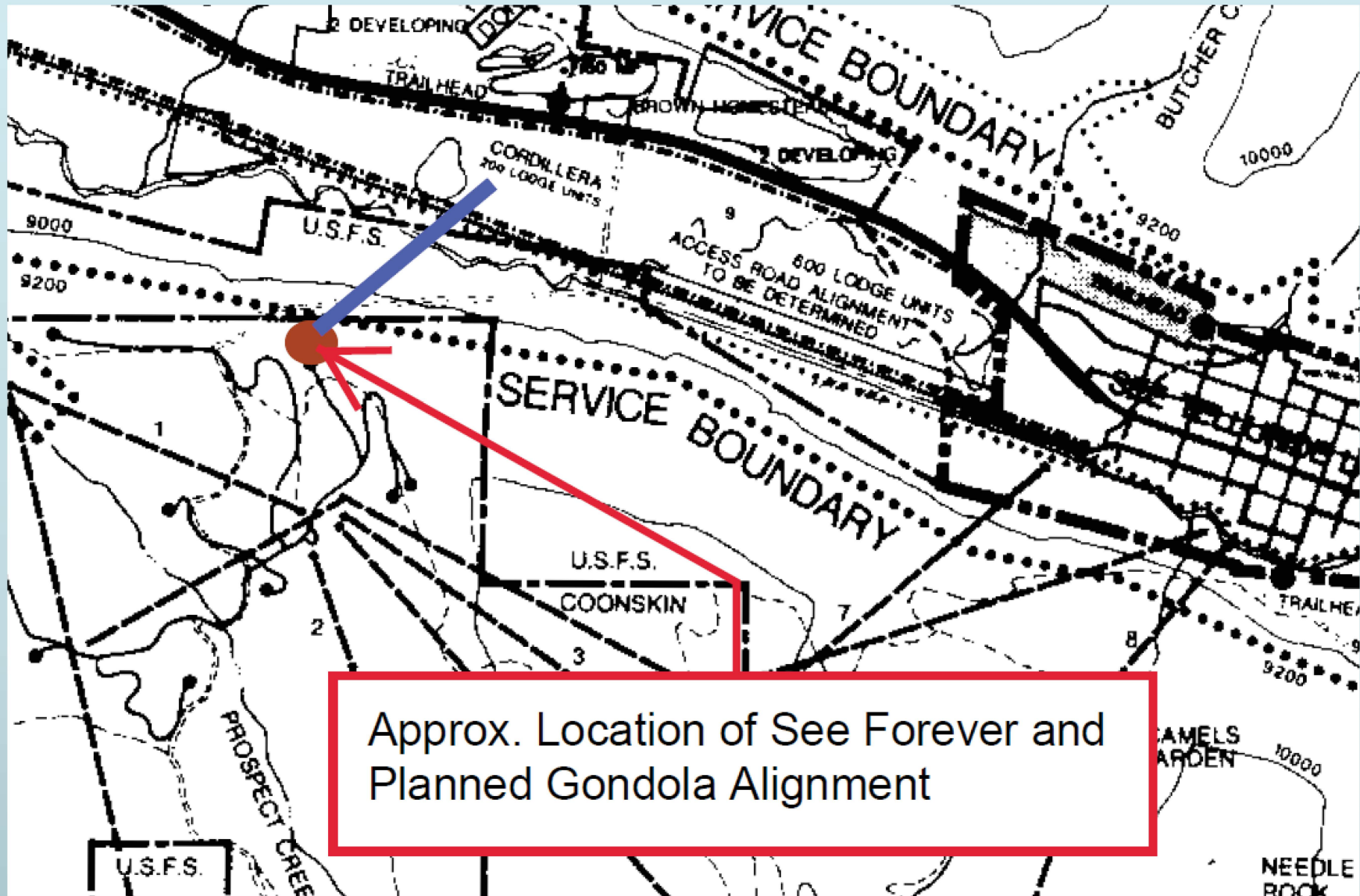
The path shall be 8 feet wide and meander to the plaza. Stone with concrete edge shall be the consistent materials, (See Detail, to match plaza area). Sitting areas with benches are required, one each, for lots 88, 105, 106. All pedestrian access to cabins or buildings will occur via curving, subordinate paths of 4 feet wide or less. Path Lighting shall be log posts with patina copper beacon by TEKA, product group 2000 (See cut sheet). Lighting Posts shall be positioned on each side of the path no more than 10 feet between each.

### **LANDSCAPING**

The landscaping shall appear dense. The predominant trees shall be evergreen in groupings of three or more. Minimum height for evergreen trees is 14 feet. Deciduous trees shall be used only as subordinate groupings. Sod shall be used along pedestrian access paths. Native grasses, perennial wildflowers and creative ground cover shall be used to complete the re-vegetation of the balance of disturbed areas.

# 1987 Telluride Master Plan

Exhibit C





MEMO

Exhibit D

Date: July 6, 2016
To: Dan Reedy
From: Chris Hawkins
Subject: Town Regulations

Sent via Email to: Dan@onshorejupiter.com & mike@lynchlegal.net

This memo is to summarize the Land Use Ordinance and Design Regulations in place when the See Forever project was reviewed and approved by the Town. The following sections are relevant to your proposed conversion of the restaurant space and the Council May work session:

2002 Land Use Ordinance (LUO) Requirement for Commercial Space

LUO Section 2-494 defined Village Core as follows:

"The Village Core refers to the following Lots: 28, 29A, 29B, 29C, 29D, 29E, 29F, 29G, 34, 35, 37, 38, 41, 42A, 42B, 43, 50A, 50B, 50C, 51, 53A, 53B, 59, 60RA, 60RB, 61AR, 61C/D, 65, 67, 68R, 69R1, 69R2, 71R, 73, 76, 82R1, 89A, 105R1, 106R, 108, 109, 110, 128, 134R, 134R2, 135R1, 136R1 and 161CR."

The highlighted lots are part of See Forever, with the restaurant space located on Lot 105R1. Village Core is the same as the Village Center per the current Community Development Code.

The following section of the LUO required first level commercial space in the Village Core:

4-308 Village Core

4-308-1 Village Core Lots may be used for the construction of Hotel Units, Hotel Efficiency Units, Lodge Units, Efficiency Lodge Units, Condominium Units, Commercial space, Employee Housing Units, and parking, together with such public and semi-public facilities, private recreation facilities and related visitor-oriented uses as may be appropriately developed on the property.

4-308-2 First Floor or Plaza Level shall be defined as the floor of the Building that is located at grade or Plaza Level. The following Uses shall be permitted on the Plaza Level:

- a) Retail stores and establishments;
b) Eating and drinking establishments;
c) Multi-Unit entrance areas and lobbies;
d) Professional Offices, business Offices and studios (not directly fronting Village Core plazas);
e) Full-service banks and/or ATM Centers (not directly fronting Village Core plazas);
f) Meeting and conference rooms (not directly fronting Village Core plazas).

**4-308-3** No Offices of any nature, including but not limited to, professional Offices, Offices of physicians, dentists, attorneys, utility companies, governmental entities, insurance agents and accountants may be operated or located in the improvements constructed on property that directly fronts the Village Core plazas.

**4-308-4** Residential occupancy shall not be an allowed Use on the "First Floor" or "Plaza Level" within a structure. Notwithstanding Article 5, the Town Council may approve residential housing on the "First Floor" or "Plaza Level" on a case-by-case basis.

**4-308-5** All Offices, businesses, and services permitted by this Section shall be operated and conducted entirely within a Building, except for permitted unenclosed parking or loading areas, and plaza Uses permitted by Metro Services.

### **2002 Design Regulation Requirements for a Restaurant (As Amended and Restated 12/10.02)**

The Design Regulations in effect in 2002 established the following policies related to commercial and restaurant development, with the base presumption more than 2,500 sq. ft. of commercial was required by the Village Core zoning

## **ARTICLE 10 RESTAURANT AND COMMERCIAL KITCHEN FACILITIES**

### **SECTION 10-1 RESTAURANT AND COMMERCIAL KITCHEN FACILITIES**

All proposed Developments within the Village Core that contain 2,500 square feet or more of Commercial space, will be required to provide all necessary facilities associated with the operation of a 100 seat full services Restaurant and/or Commercial kitchen.

**10-101** A Ventilation System shall be provided to capture and exhaust fumes and vapors as well as to provide fresh air ducts associated with the operation of a Restaurant and/or Commercial kitchen facilities. Engineered drawings, stamped by a licensed engineer in the State of Colorado, will be required.

**10-102** A Plumbing System that includes grease traps shall be provided to capture and remove waste products associated with the operation of a Restaurant and/or Commercial kitchen facilities. Engineered drawings, stamped by a licensed engineer in the State of Colorado, will be required.

**10-103** Trash Facilities shall be provided for the removal and storage of trash and garbage associated with the operation of a Restaurant and/or Commercial kitchen facilities. Such area shall be enclosed and appropriately ventilated and located in the underground garage in an area for easy accessibility.

### **2001 Design Regulations Require Snowmelt (As Amended Through January 9, 2001)**

**4-106 Snow Melt System.** All development within the Village Core must include a snow melt system, complete with boiler and tubing, for exterior areas subject to vehicular or pedestrian traffic. The extent of the snow melt system shall be determined at the time of DRB Final Plan review, but will normally extend thirty (30) feet outside of the building footprint or cover the area of disturbance, whichever is greater.

### **5-203 Building Siting Village Core**

**5-203-1** Building siting within the Village Core shall relate directly to the pre-established pedestrian walkways, malls and plazas. It is imperative that buildings form the walls of these exterior spaces, and circulation routes are uninterrupted, continuous and reinforced by adjacent buildings.



**5-203-2** The DRB requires that snow melting systems, complete with boiler and tubing, be installed in exterior areas subject to vehicle or pedestrian traffic.

**5-203-3** Omitted

**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.

**9-502-3 Snow Melt System.** Due to the extreme daily temperatures changes that are experienced in the Mountain Village and sharp temperature contrasts between shade and sun exposures, it is mandatory that all development within the Village Core must include a snow melt system, complete with boiler and tubing, for exterior areas subject to vehicular or pedestrian traffic. The extent of the snow melt system shall be determined at the time of DRB Final Plan review, but will normally extend thirty (30) feet outside of the building footprint or cover the area of disturbance, whichever is greater.

### **2002 Design Regulations Require Snowmelt (As Amended and Restated 12/10/02)**

#### **9-502-3 Snow Melt Systems**

Due to the extreme daily temperature changes that are experienced in the Mountain Village and sharp temperature contrasts between shade and sun exposures, it is mandatory that all Development within the Village Core shall include a snow melt system, complete with boiler and tubing, for exterior areas subject to vehicular or pedestrian traffic. The extent of the snow melt system shall be determined at the time of DRB Final Plan Review and will normally extend thirty (30) feet outside of the Building footprint or cover the area of disturbance, whichever is greater.

### **SECTION 18-3 PLAZA DESIGN AND SITE AMENITIES**

#### **18-301 PATHS AND WALKWAYS**

**18-301-1 through 18-301-5:** Omitted as non-applicable to snowmelt and required public improvements.

**18-301-6** Lots within the Village Core shall be required by the DRB to coordinate all design and intent of all proposed pedestrian areas with the Metro Services. Relevant to all Lots or Building footprints within the Village Core, the DRB shall require the Owner of such Lots to develop any and all pedestrian areas to a maximum of thirty (30) feet out from the Building footprint.

**18-301-7** Adequate space for snow removal and storage shall be considered when designing pedestrian ways. In areas where snow storage space is inadequate or where shady, icy conditions prevail, snowmelt shall be considered. In some cases the DRB may reserve the right to require snowmelt in such areas, particularly ones characterized as primary pedestrian routes. This is to the benefit of the health and safety of the general public.

Exhibit E

**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.

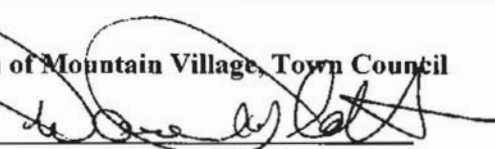
16. The Applicant is required to design the public improvements with separate systems from the proposed development; i.e., the public improvements will have separate gas meters, boilers and heaters for the snowmelt. In addition, the Applicant will provide 24-hour access to these systems to the Town and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

Exhibit F

**DEVELOPMENT AGREEMENT  
FOR  
SEE FOREVER PLAZA PHASE III  
PLANNED UNIT DEVELOPMENT**

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 30420n 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, which ever 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 See 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

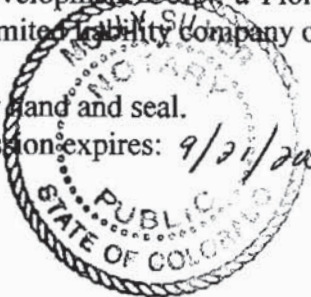
By: Abrams Development Corporation, a Florida corporation, its Manager

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



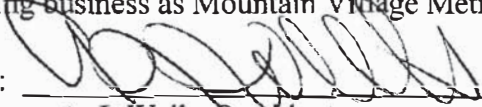
*[Signature]*  
Notary Public

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.

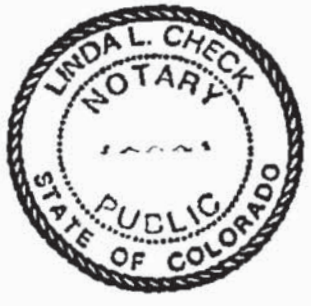
By:   
A. J. Wells, President

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

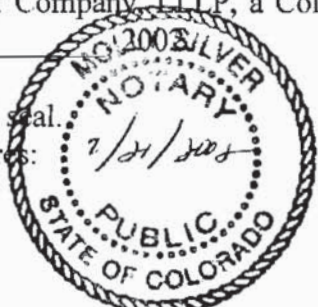
By: 

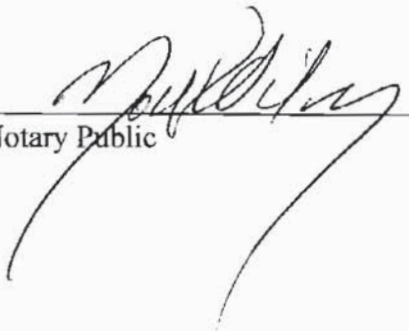
Name: Isaac B. Shuster  
Title: Vice President

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 24th day of July

Witness my hand and seal.  
My commission expires:



  
\_\_\_\_\_  
Notary Public

My Commission Expires 09/21/2002

## EXHIBIT A

## Current Platting Status

<b>Lot</b>	<b>Acres</b>	<b>Units</b>	<b>Density</b>	<b>Designated Use</b>
<b>82R</b>	0.255	7	21	Condo
		1	3	Employee Apt (2 bed)
<b>83R</b>	0.034	3	9	Condo
<b>84R</b>	0.048	3	9	Condo
<b>85R</b>	0.076	3	9	Condo
<b>86R</b>	0.063	3	9	Condo
<b>87R</b>	0.126	6	18	Condo
<b>88R</b>	0.055	3	9	Condo
<b>105R</b>	0.113	6	18	Condo
<b>134</b>	0.339	3	9	Condo
<b>135</b>	0.259	3	9	Condo
<b>135A</b>	.003	0	0	Access Tract
<b>136R</b>	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**

<b>Replat</b>	<b>Acres</b>	<b>Units</b>	<b>Density</b>	<b>Designated Use</b>
<b>82R1</b>	.207	10	30	Condo
		3	4.5	Employee Apt (1 bed)
<b>83R to OS3K</b>	.034	0	0	Active Open Space
<b>84R to OS3K</b>	.048	0	0	Active Open Space
<b>85R to OS3L</b>	.076	0	0	Active Open Space
<b>86R to OS3L</b>	.063	0	0	Active Open Space
<b>105R1</b>	.389	14	42	Condo
<b>134R1</b>	.051	1	3	Detach Condo/Village Core
<b>134R2</b>	.051	1	3	Detach Condo/Village Core
<b>135R1</b>	.051	1	3	Detach Condo/Village Core
<b>136R1</b>	.038	1	3	Detach Condo/Village Core
<b>Total</b>	<b>1.017</b>	<b>31</b>	<b>88.5</b>	

ALL OTHER EXHIBITS  
OMMITTED FOR BREVITY

**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 Owners 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 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 / Sale of Unit or Termination

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.

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**

- 8101 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:	PRJ-MGR	Rev:	description	date	by:
Technician:	TECH				
Checked by:	CHECKER				
Start date:	STARTING_DATE				

**FOLEY ASSOCIATES, INC.**  
 215 1/2 1st St. • Telluride, Colorado 81425  
 970-728-8158 • 970-728-8050 fax  
 P.O. BOX 1885  
 125 W. PACIFIC, SUITE B-1  
 TELLURIDE, COLORADO 81425

970-728-8158	970-728-8050 fax
P.O. BOX 1885	
125 W. PACIFIC, SUITE B-1	
TELLURIDE, COLORADO 81425	
Sheet# of SHEETS	Project #: PROJ_NUMBER

Mr. Brian Davis  
President of See Forever Village HOA 2  
117 Sunny Ridge Place  
Mountain Village, CO. 81435

November 30th , 2016

DRB & Town Council  
Town of Mountain Village  
455 Mountain Village Blvd, Suite A  
Mountain Village, CO. 81435

Mr. Glen Van Nimwegen and Town Council

The See Forever Village 2 HOA Board and Dan Reedy have reached an agreement in principle. The HOA and Mr. Reedy are putting together a formal agreement that will be put forth to a 2/3rd vote by the homeowners for the required approval . The HOA hopes to have the vote in December or early January.

Contingent on majority homeowner approval of the agreement, the HOA has no objections to the pending PUD at this time.

Sincerely yours,

A handwritten signature in black ink, appearing to be 'Brian Davis', written over a faint horizontal line.

Brian Davis

President of SFV2 HOA  
On behalf of the See Forever Village 2 HOA Board

**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.

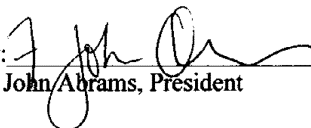
The general area of the restaurant and bar shall be as depicted on Exhibit DR-1 attached hereto.

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

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:

5/20/06

  
\_\_\_\_\_  
Notary Public





**PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

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

**Agenda Item #21**

**TO:** Town Council

**FROM:** Glen Van Nimwegen, AICP  
Director

**FOR:** Town Council Hearing on February 16, 2017

**DATE:** February 9, 2017

**RE:** **Consideration of a Resolution to Approve the See Forever Plaza III – Replat No. 3 Minor Subdivision**

---

**PROJECT GEOGRAPHY**

**Legal Description:** Lot 105R1, Tracts OS3J and OS3L  
**Applicant/Agent:** Chris Hawkins, AICP of Alpine Planning LLC  
**Owners:** SFV Mountain View, LLC and Town of Mountain Village  
**Zoning:** Village Center  
**Lot Size:** Lot 105R1 is .395 acres; Tract OS3L is 0.134 acres and OS3J is 1.776 acres

**Adjacent Land Uses:**

- **North:** Open Space
- **South:** Condominium, See Forever Village
- **East:** Condominium, Crystal Village
- **West:** Condominium, See Forever Village

**ATTACHMENTS**

- Minor Subdivision Resolution
- See Forever Plaza III – Replat No. 3

**BACKGROUND**

This minor subdivision is related to the major PUD amendment, rezoning and density transfer for the See Forever Village PUD actions proposed for earlier on this agenda. The replat reconfigures Lot 105R1 to include the area located below the deck of Unit A101 which will be included in a new condominium unit. This area is town open space in Tracts OS3J and OS3L. The replat increases Lot 105R1 by 0,012 acres and the total open space is reduced by an equal amount. The perimeter of the building is surrounded by a number of easements that will have to be reconfigured and re-recorded.

**CRITERIA FOR DECISION**

Staff finds the proposed minor subdivision meets the criteria required by 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 lot area, zoning or zoning designations, open space and the lot coverage have been amended through the PUD Major Amendment, Rezoning and Density Transfer applications approved by Ordinance No. 2016-\_\_\_\_\_;
2. The proposed subdivision is in general conformance with the goals, policies and provisions of the Comprehensive Plan because the lot and the surrounding area will remain consistent with the Village Center Subarea Plan;
3. Subdivision access is in compliance with Town standards and codes that were in effect at the time of the development of Lot 105R1;
4. General Easements and setbacks 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, because without limitations the General Easements are not being affected by this minor subdivision; and
5. The proposed subdivision meets all applicable Town regulations and standards.

### **ANALYSIS**

Staff from Planning and Development Services, Public Works, Telluride Fire District and Plaza and Environmental Services have reviewed the proposal and do not have concerns.

### **RECOMMENDATION**

Staff recommends the Town Council approve the minor subdivision, with the following motion:

*"I move to approve a resolution approving the See Forever Plaza III – Replat No. 3 subject to the following condition:*

1. *The Applicant will work with staff to complete this Resolution and replat for Town Council and submit appropriate fees to staff for recordation with the San Miguel County Assessor's office within six months of approval, and after the recordation of Ordinance No. 2016-\_\_\_\_\_."*



**RESOLUTION OF THE TOWN COUNCIL  
OF MOUNTAIN VILLAGE, APPROVING A MINOR SUBDIVISION FOR SEE  
FOREVER PLAZA III – REPLAT NO. 3**

**Resolution No. 2017-0119-\_\_\_\_\_**

**RECITALS**

- A. SFV Mountain View, LLC, a Colorado limited liability company, being the fee simple owner of Lot 105R1, See Forever Plaza III, according to the plat recorded in Plat Book 1 at Pages 3908-3910, County of San Miguel, State of Colorado.
- B. The Town of Mountain Village, a home rule municipality and political subdivision of the State of Colorado, being the fee simple owner of Tracts OS3J and OS3L, See Forever Plaza III, Replat No. 1 according to the plat recorded in Plat Book 1 at Pages 3039-3042, County of San Miguel, State of Colorado.
- C. The Owners have authorized Chris Hawkins with Alpine Planning LLC to pursue the approval of the minor subdivision application to expand Lot 105R-1 by 0.012 acres and reduce Tracts OS3J and OS3L by 0.013 acres (“Application”).
- D. The Application is in compliance with the provisions of the Subdivision Regulations contained in Community Development Code (“CDC”) Section 17.4.13.
- E. The proposed minor subdivision will vacate a portion of the lot lines of Tract OS3L, Tract OS3J and Lot 105R1 where Lot 105R1 increases in size and the Metro Services Perimeter Easement, Telski Perimeter Easement Agreement, Metro District Sunny Ridge Place Easement Agreement and the Mt. Wilson Lodge Access Easement and Agreement will be amended accordingly and recorded by separate instruments.
- F. The Town Council considered this application, along with evidence and testimony, at a public meeting held on January 19, 2017.
- G. The Owners have addressed, or agreed to address, all conditions of approval of the Application imposed by Town Council.
- H. 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 lot area, zoning or zoning designations, open space and the lot coverage have been amended through the PUD Major Amendment, Rezoning and Density Transfer applications approved by Ordinance No. 2016-\_\_\_\_\_;

2. The proposed subdivision is in general conformance with the goals, policies and provisions of the Comprehensive Plan because the lot and the surrounding area will remain consistent with the Village Center Subarea Plan;
3. Subdivision access is in compliance with Town standards and codes that were in effect at the time of the development of Lot 105R1;
4. General Easements and setbacks 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, because without limitations the General Easements are not being affected by this minor subdivision; 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 work with staff to complete this Resolution and replat for Town Council and submit appropriate fees to staff for recordation with the San Miguel County Assessor's office within six months of approval, and after the recordation of Ordinance No. 2016-\_\_\_\_\_.

**Be It Further Resolved** that Lot 105R1 and Tracts OS3J and OS3L may be replatted as submitted in accordance with Resolution No. 2017-0119-\_\_\_\_\_

**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 January 19, 2017 (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 January, 2017 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

**Approved** by the Town Council at a public hearing held on January 19, 2017.

**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

SEE FOREVER PLAZA III - REPLAT No. 3

REPLAT OF LOT 105R1, TRACT OS3J, AND TRACT OS3L, SEE FOREVER PLAZA III - REPLAT No. 2, TOWN OF MOUNTAIN VILLAGE, SECTION 34, T.43N., R.9W., N.M.P.M., TOWN OF MOUNTAIN VILLAGE, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

**CERTIFICATE OF OWNERSHIP:**

KNOW ALL PERSONS BY THESE PRESENTS that SFV MOUNTAIN VIEW, LLC, a Colorado limited liability company, being the owner in fee simple of Lot 105R1, See Forever Plaza III, according to the plat recorded in Plat Book 1 at pages 3908-3910, and Town of Mountain Village a home rule municipality and political subdivision of the State of Colorado, being the owner in fee simple of Tract OS3J, See Forever Plaza III, Replat No. 1 according to the plat recorded in Plat Book 1 at pages 3908-3910, and Tract OS3L, See Forever Plaza III, according to the plat recorded in Plat Book 1 at pages 3039-3042, do hereby make an Amendment to the Final Plat of said real property in accordance with the SEE FOREVER PLAZA III - REPLAT NO. 3 shown hereon.

**LEGAL DESCRIPTION:**

LOT 105R1, ACCORDING TO THE SEE FOREVER VILLAGE AT THE PEAKS CONDOMINIUM MAP RECORDED DECEMBER 5, 2005 IN PLAT BOOK 1 AT PAGE 3578, AS AMENDED AND RECORDED DECEMBER 1, 2006 IN PLAT BOOK 1 AT PAGE 3761, AS AMENDED AND RECORDED DECEMBER 21, 2007 IN PLAT BOOK 1 AT PAGE 3914, AS AMENDED AND RECORDED MAY 15, 2008 IN PLAT BOOK 1 AT PAGE 3943 (COLLECTIVELY, THE "MAP") AND AS DEFINED AND DESCRIBED IN THE COMMON INTEREST COMMUNITY DECLARATION OF SEE FOREVER VILLAGE AT THE PEAKS, RECORDED DECEMBER 5, 2005 AT RECEPTION NO. 379983, AND AS AMENDED IN INSTRUMENT RECORDED DECEMBER 8, 2005 UNDER RECEPTION NO. 380087, AND AS AMENDED IN INSTRUMENT RECORDED DECEMBER 1, 2006 UNDER RECEPTION NO. 388700, AND AS AMENDED IN INSTRUMENT RECORDED DECEMBER 21, 2007 UNDER RECEPTION NO. 398941, AND AS AMENDED IN INSTRUMENT RECORDED MAY 15, 2008 UNDER RECEPTION NO. 401601, AND AS AMENDED IN INSTRUMENT RECORDED AUGUST 29, 2012 UNDER RECEPTION NO. 424468, (COLLECTIVELY, THE "DECLARATION"), COUNTY OF SAN MIGUEL, STATE OF COLORADO.

TOGETHER WITH the non-exclusive easement over and across a portion of Tract OS-3, more specifically described in that Grant of Easement and Agreement, in favor of See Forever Associates LLC, a Delaware limited liability company, dated April 29, 1998, recorded May 1, 1998 at Reception No. 318500 in the official records of San Miguel County, State of Colorado; as amended by Amendment to Grant of Easements and Agreement, recorded August 21, 2000 at Reception No. 336147; and Second Amendment to Grant of Easements and Agreement, recorded August 1, 2002 at Reception No. 350632; and Third Amendment to Grant of Easements and Agreement, recorded November 18, 2005 at Reception No. 379671; and Designation recorded October 25, 2004 at Reception No. 369949; SUBJECT TO the terms, conditions, provisions and obligations as contained therein.

AND TOGETHER WITH the rights in those certain perpetual easements conveyed in the Access Easement per Plat Book 1 at Pages 2248-2249, the Metro Services Perimeter Easement Agreement recorded August 1, 2002 at Reception No. 350621 and First Amendment to Metro Services Perimeter Easement Agreement, recorded November 18, 2005 at Reception No. 379669, the Metro District Parking Easement Agreement recorded August 1, 2002 at Reception No. 350624, the Metro District Sunny Ridge Place Easement Agreement recorded August 1, 2002 at Reception No. 350625, the Telski Maintenance and Access Easement Agreement at Reception No. 350623, the Telski Parking Easement Agreement recorded August 1, 2002 at Reception No. 350626, the Telski Perimeter Easement Agreement recorded August 1, 2002 at Reception No. 350627 and First Amendment to Telski Perimeter Easement Agreement, recorded November 18, 2005 at Reception No. 379670, the Blanket Utility Easement Agreement recorded August 1, 2002 at Reception No. 350628, and the Telski Temporary Parking Easement Agreement recorded August 1, 2002 at Reception No. 350629; Parking and Access Easement as reserved in Deed recorded at Reception No. 346331, Exhibit B-2; Grant of Easements and Agreement recorded at Reception No. 369950 and First Amendment to Grant of Easements and Agreement recorded at Reception No. 379982;

SUBJECT TO the terms, conditions, provisions and obligations as contained therein,

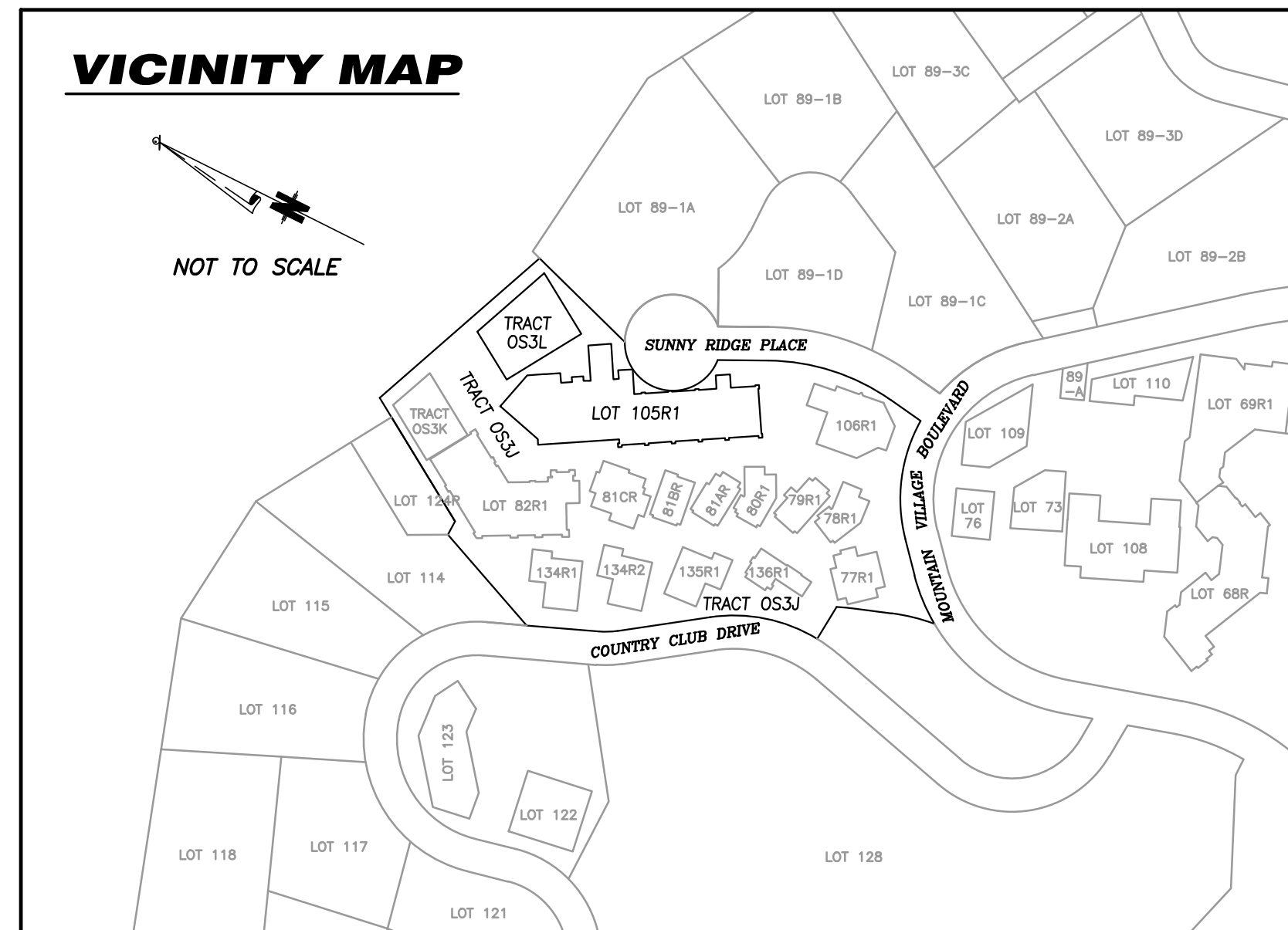
AND

Tract OS3J, See Forever Plaza III, according to the Plat recorded August 1, 2002 in Plat Book 1 at page 3039, as amended by Plat recorded November 18, 2005 in Plat Book 1 at page 3570, and as amended by Plat recorded December 18, 2007 in Plat Book 1 at page 3908,

AND

Tract OS3L, See Forever Plaza III - Replat No. 1, according to the plat filed in the office of the Clerk and Recorder in Plat Book 1 at page 3039-3042,

Town of Mountain Village, County of San Miguel, State of Colorado.



**CERTIFICATE OF OWNERSHIP (cont.):**

**OWNERS:**

SFV Mountain View, LLC, a Colorado limited liability company.

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

Town of Mountain Village, a home rule municipality and political subdivision of the State of Colorado.

By: \_\_\_\_\_, Mayor

By: \_\_\_\_\_, Town Manager

**ACKNOWLEDGMENT:**

State Of Colorado )  
County Of San Miguel )ss.

This instrument was acknowledged before me this the \_\_\_\_\_ of \_\_\_\_\_, 2016 by \_\_\_\_\_ as \_\_\_\_\_ of SFV Mountain View, LLC, a Colorado limited liability company.

My commission expires \_\_\_\_\_  
Witness my hand and seal.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF OWNERSHIP (cont.):**

**ACKNOWLEDGMENT:**

State Of Colorado )  
County Of San Miguel )ss.

This instrument was acknowledged before me this the \_\_\_\_\_ of \_\_\_\_\_, 2016 by \_\_\_\_\_ as Mayor of the Town of Mountain Village.

My commission expires \_\_\_\_\_  
Witness my hand and seal.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT:**

State Of Colorado )  
County Of San Miguel )ss.

This instrument was acknowledged before me this the \_\_\_\_\_ of \_\_\_\_\_, 2016 by \_\_\_\_\_ as Manager of the Town of Mountain Village.

My commission expires \_\_\_\_\_  
Witness my hand and seal.

\_\_\_\_\_  
Notary Public

**TITLE INSURANCE COMPANY CERTIFICATE:**

Land Title Guarantee Company does hereby certify that we have examined the title to the lands herein shown on this Replat and that the title to this land is in the names of SFV Mountain View, LLC, a Colorado limited liability company, and the Town of Mountain Village, a home rule municipality and political subdivision of the State of Colorado; and is free of all liens and taxes except as follows:

\_\_\_\_\_  
Title Insurance Company Representative

**TOWN OF MOUNTAIN VILLAGE APPROVAL:**

I, \_\_\_\_\_ as Mayor, and I, \_\_\_\_\_ as Manager, of the Town of Mountain Village, Colorado, do hereby certify that this plat has been approved by the Town of Mountain Village and we have been authorized and directed to execute this document.

\_\_\_\_\_, as Mayor Date \_\_\_\_\_

\_\_\_\_\_, as Manager Date \_\_\_\_\_

**ACKNOWLEDGMENT:**

State Of Colorado )  
County Of San Miguel )ss.

This instrument was acknowledged before me this the \_\_\_\_\_ of \_\_\_\_\_, 2016 by \_\_\_\_\_ as Mayor of the Town of Mountain Village.

My commission expires \_\_\_\_\_  
Witness my hand and seal.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT:**

State Of Colorado )  
County Of San Miguel )ss.

This instrument was acknowledged before me this the \_\_\_\_\_ of \_\_\_\_\_, 2016 by \_\_\_\_\_ as Manager of the Town of Mountain Village.

My commission expires \_\_\_\_\_  
Witness my hand and seal.

\_\_\_\_\_  
Notary Public

**RECORDER'S CERTIFICATE:**

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

\_\_\_\_\_  
San Miguel County Clerk

See Forever Plaza III - Replat No. 3

Project Mgr:	JH	Rev.	description	date	by
Technician:	MC				
Checked by:					
Start date:	09/01/2016				



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

Drawing path: dws\9028 Replat 09-16.dwg

Sheet 1 of 3 Project #: 8028

**SEE FOREVER PLAZA III - REPLAT No. 3**  
**REPLAT OF LOT 105R1, TRACT OS3J, AND TRACT OS3L, SEE FOREVER PLAZA III - REPLAT No. 2, TOWN OF MOUNTAIN VILLAGE, SECTION 34, T.43N., R.9W., N.M.P.M., TOWN OF MOUNTAIN VILLAGE, COUNTY OF SAN MIGUEL, STATE OF COLORADO.**

**SURVEYOR'S CERTIFICATE:**

I, Jeffrey C. Haskell of Foley Associates, Inc., a Professional Land Surveyor licensed under the laws of the State of Colorado, do hereby certify that SEE FOREVER PLAZA III - REPLAT No. 3, as shown hereon, has been prepared under my direct responsibility, supervision, and checking. This survey complies with applicable provisions of Title 38, Article 51, C.R.S. to the best of my knowledge and belief.

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

P.L.S. No. 37970 \_\_\_\_\_ Date \_\_\_\_\_

**NOTES:**

1. Approval of this plan may create a vested property right pursuant to Article 68 of Title 24, C.R.S., as amended.
2. Easement research and legal description from Land Title Guarantee Company, Commitment No. ABS86005715-6, dated July 20, 2016 at 5:00 P.M. as to Lot 105R1; Commitment No. ABS86006240, dated September 06, 2016 at 5:00 P.M. as to Tract OS3J; and Commitment No. \_\_\_\_\_, dated \_\_\_\_\_, 2016 at 5:00 P.M. as to Tract OS3L.
3. BASIS OF BEARINGS: The Bearing from monument "OVERPASS" to monument "RIM" was assumed as N 31°16'24" W from Banner Associates, Inc. project bearings.
4. Notice is hereby given that the area included in the plat described herein is subject to the regulations of the Land Use Ordinance, of the Town of Mountain Village, January, 2003 as amended.

**NOTES OF CLARIFICATION:**

- a. The Configuration of the following lots, tracts, and right-of-way have been modified by this plat:  
 Lot 105R1, Tract OS3J, and Tract OS3L
- b. The following lots have been created by this plat:  
 None
- c. The following lots have been deleted by this plat:  
 None
- d. The areas of Open Spaces within the boundary of this replat have been revised as follows:

Tract	Area prior to this replat	Area after this replat
OS3J	1.784 acres	1.776 acres
OS3L	0.139 acres	0.134 acres
	0.013 acres decrease in Open Space	

- e. The areas of the following lots have been revised as follows:

Old Lot	Area	New Lot	Area
105R1	0.383 acres	105R1	0.395 Acres
	0.012 acres increase in Lot Area		

6. The approval of this Plat Amendment vacates all prior plats for the area described in the Legal Description as shown hereon in the Certificate of Ownership.

7. 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.

**NOTES:**

8. Grant of Easements and Agreement at Reception No. 318500 and Amendment to Grant of Easements and Agreement at Reception No. 336147 and Second Amendment to Grant of Easements and Agreement at Reception No. 350632, Designation recorded at Reception No. 369949 and Third Amendment to Grant of Easements and Agreement recorded at Reception No. 379671 and Fourth Amendment to Grant of Easements and Agreement recorded at Reception No. \_\_\_\_\_ Telski Perimeter Easement Agreement at Reception No. 350627 and First Amendment to Telski Perimeter Easement Agreement at Reception No. 379670 and Second Amendment to Telski Perimeter Easement at Reception No. \_\_\_\_\_ Metro Services Perimeter Easement at Reception No. 350621 and First Amendment to Metro Services Perimeter Easement at Reception No. 379669. Telski Maintenance and Access Easement Agreement at Reception No. 350623. Telski Parking Easement Agreement at Reception No. 350626. Telski Temporary Parking Easement Agreement at Reception No. 350629. Access Easement per Plat Book 1 at pages 224B-2249. Metro District Sunny Ridge Place Easement Agreement recorded at Reception No. 350625 and First Amendment to Metro District Sunny Ridge Place Easement Agreement recorded at Reception No. \_\_\_\_\_ Metro District Parking Easement Agreement recorded at Reception No. 350624. Parking and Access Easement as reserved in Deed recorded at Reception No. 346331, Exhibit B-2 Mt. Wilson Lodge Access Easement and Agreement recorded at Reception No. \_\_\_\_\_.

9. The Grant of Easements and Agreement recorded at Reception No. 369950 and First Amendment to Grant of Easements and Agreement recorded at Reception No. 379982 (the "Grant of Easements and Agreement"), including that certain Air Space Easement across Lot 105R1 as per same and as per the 1st Amendment to See Forever Village at The Peaks Condominium Map recorded on December 1, 2006 in Plat Book 1 at Page 3761-3765, is terminated pursuant to paragraph 3 of the Grant of Easements and Agreement by the recording of the Third Amendment to Declaration of See Forever Village at The Peaks recorded at Reception No. \_\_\_\_\_ and the 2nd Amendment to See Forever Village at The Peaks Condominium Map recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_, simultaneously herewith.

**LAND USE CHART:**

Lot	Units	Zoning Designation	Density
105R1	15	Condominium	45
105R1		Commercial 4066 SQ. FT.	

**CONSENT OF UNIT OWNERS:**

The Unit Owners, See Forever Village at The Peaks, A Condominium, Members of See Forever Village at The Peaks Homeowners Association, Inc. hereby approve and consent to this SEE FOREVER PLAZA III - REPLAT No. 3.

SFV Mountain View, LLC, a Colorado limited liability company.

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

**ACKNOWLEDGMENT:**

State Of Colorado )  
 )ss.  
 County Of San Miguel )

This instrument was acknowledged before me this the \_\_\_\_\_ of \_\_\_\_\_, 2016 by \_\_\_\_\_ as \_\_\_\_\_ of SFV Mountain View, LLC, a Colorado limited liability company.

My commission expires \_\_\_\_\_  
 Witness my hand and seal.

\_\_\_\_\_  
 Notary Public

**SECURITY INTEREST HOLDER'S CONSENT:**

The undersigned \_\_\_\_\_, as a beneficiary of a deed of trust which constitutes a lien upon the declarant's property, recorded at Reception No. \_\_\_\_\_ in the San Miguel County Clerk and Recorder's real property records, hereby consents to the subdivision of the real property as depicted on this Replat and to the dedication of land as streets, alleys, roads and other public areas, as designated on this Replat, and hereby releases said dedicated lands from the lien created by said instrument.

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

**ACKNOWLEDGMENT:**

State Of Colorado )  
 )ss.  
 County Of San Miguel )

This instrument was acknowledged before me this the \_\_\_\_\_ of \_\_\_\_\_, 2016 by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires \_\_\_\_\_  
 Witness my hand and seal.

\_\_\_\_\_  
 Notary Public

See Forever Plaza III - Replat No. 3

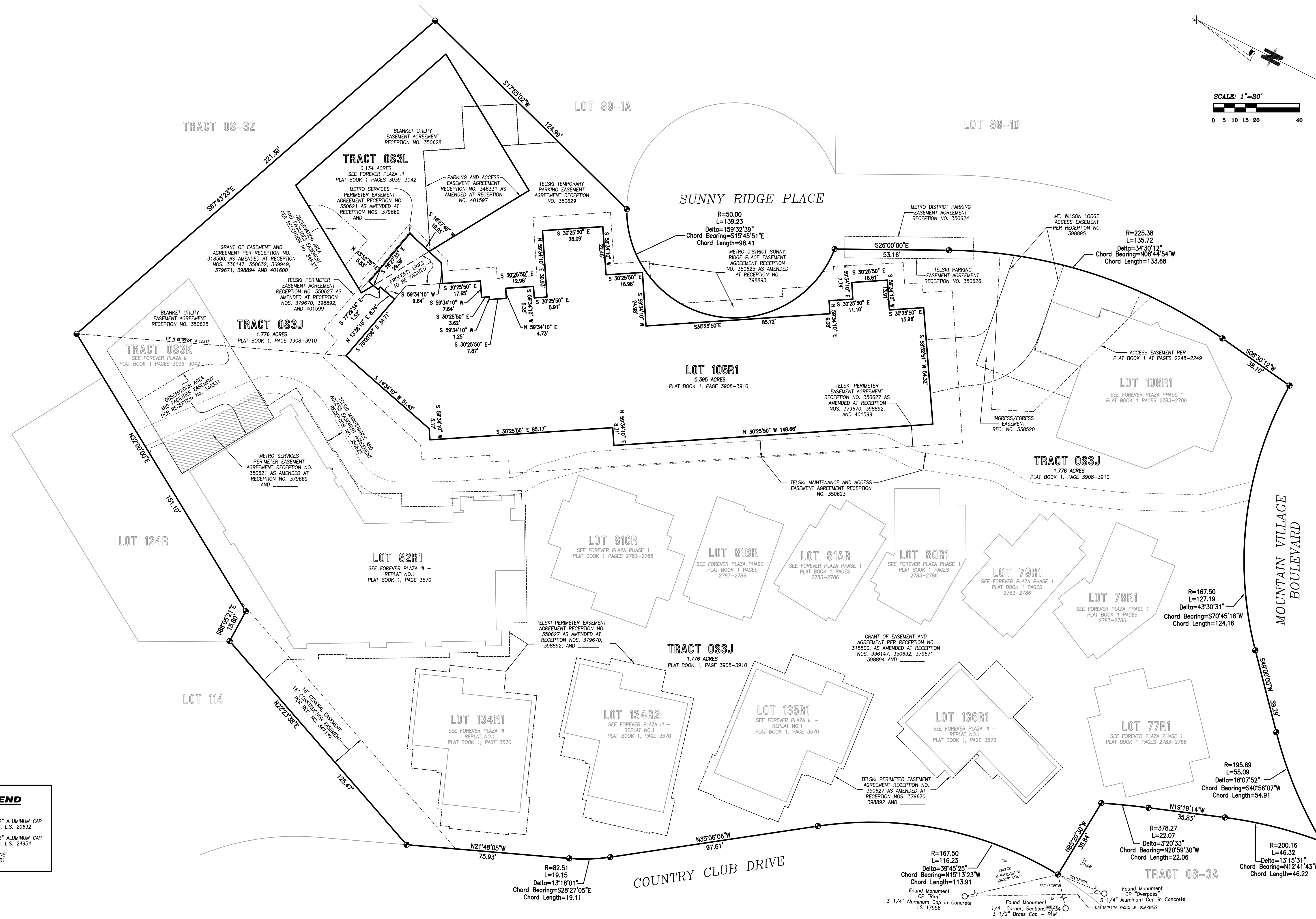
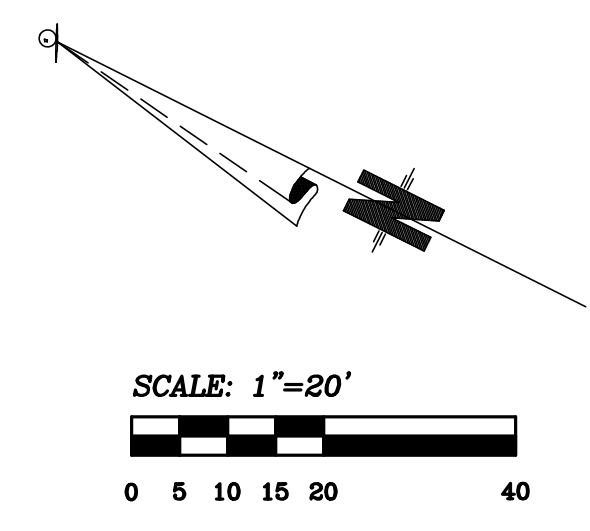
Project Mgr:	JH
Technician:	MC
Checked by:	
Start date:	09/01/2016



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

Drawing path: dws\9028 Replat 09-16.dwg

Sheet2 of 3 Project #: 8028



**LEGEND**

- FOUND 1-1/2" ALUMINUM CAP ON #5 REBAR, L.S. 20632
- FOUND 1-1/2" ALUMINUM CAP ON #5 REBAR, L.S. 24954
- LOT DIMENSIONS FOR LOT 105R1

# See Forever Plaza III - Replat No. 3

Project Mgr:	JH
Technician:	MC
Checked by:	
Start date:	09/01/2016

Rev.	description	date	by
1	changed from PL item 0.5 to 0.25 off nearest improvements	09/15/2016	mc
2	Added Observation Area and Facilities Easement	10/29/2016	mc

**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

**TOWN OF MOUNTAIN VILLAGE**  
**Town Council Regular Meeting**  
**February 16, 2017**  
**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:	
Jim Mahoney	EMAIL:	
Laila Benitez	EMAIL:	
Dan Caton	EMAIL:	
Dan Jansen	EMAIL:	
Marty McKinley	EMAIL:	
Michelle Sherry	EMAIL:	
Bruce MacIntyre	EMAIL:	
Jacqui Kennefick	EMAIL:	
Susan Johnston	EMAIL:	
Tim Johnson	EMAIL:	
Chris Broady	EMAIL:	
Glen Van Nimwegen	EMAIL:	
ROBERT STENHAMMER	EMAIL:	TSG
Alex Brown	EMAIL:	abrown@telshi.com
Rob Johns	EMAIL:	
ROTH	EMAIL:	
Liz Caton	EMAIL:	DRB
Greer Garner	EMAIL:	DRB
L. Trusilo	EMAIL:	DRB
Alic Evans	EMAIL:	DRB
Baillie Brown	EMAIL:	DRB
Robyn Pale	EMAIL:	evp@telluriderelty.net
Kris Bartosiak	EMAIL:	
Harper Muck		
Muck McCarney		markmuck@comcast.net

**TOWN OF MOUNTAIN VILLAGE**  
**Town Council Regular Meeting**  
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**NAME: (PLEASE PRINT!!)**

Kathryn Shasha	EMAIL: kathrynshasha@icloud.com
Sam Starr	EMAIL:
Caroline Grew	EMAIL: carolinegrew@gmail.com
Geilia Curry	EMAIL:
Jessica Kutz	EMAIL: kutzjessica@gmail.com
Juan Diego Flores	EMAIL: Jdiego.flores1216@gmail.com
ERICKA Guillen	EMAIL: erileiua@gmail.com
URSULA CRISTOL	EMAIL: ucristol@gmail.com
Joanna MacDonald	EMAIL: jositomac@yahoo.com
PEDRO MAQUERA	EMAIL: pedromaquera@gmail.com
Marina Esquivel	EMAIL: marina.jimenez.wa@yahoo.com
Stacy Currito	EMAIL:
Jose Escobar	EMAIL:
DEVIN MORRIS	EMAIL:
ANGELA PASHAYAN	EMAIL: info@angela.pashayan.com
Lanier Nelson	EMAIL: truenorthernyouthprogram.org
David Robinson	EMAIL:
Bertha Guerrero	EMAIL:
ALTURO TALAVERA	EMAIL:
Alfredo Barriga	EMAIL: alfredinho_22@hotmail.com
Deanna Drew	EMAIL:
Yolanda Gamez	EMAIL:
ANTONIO ROMERO	EMAIL:
Dawn Katz	EMAIL:
Brown Napin	EMAIL:
Lidia Garcia	EMAIL:

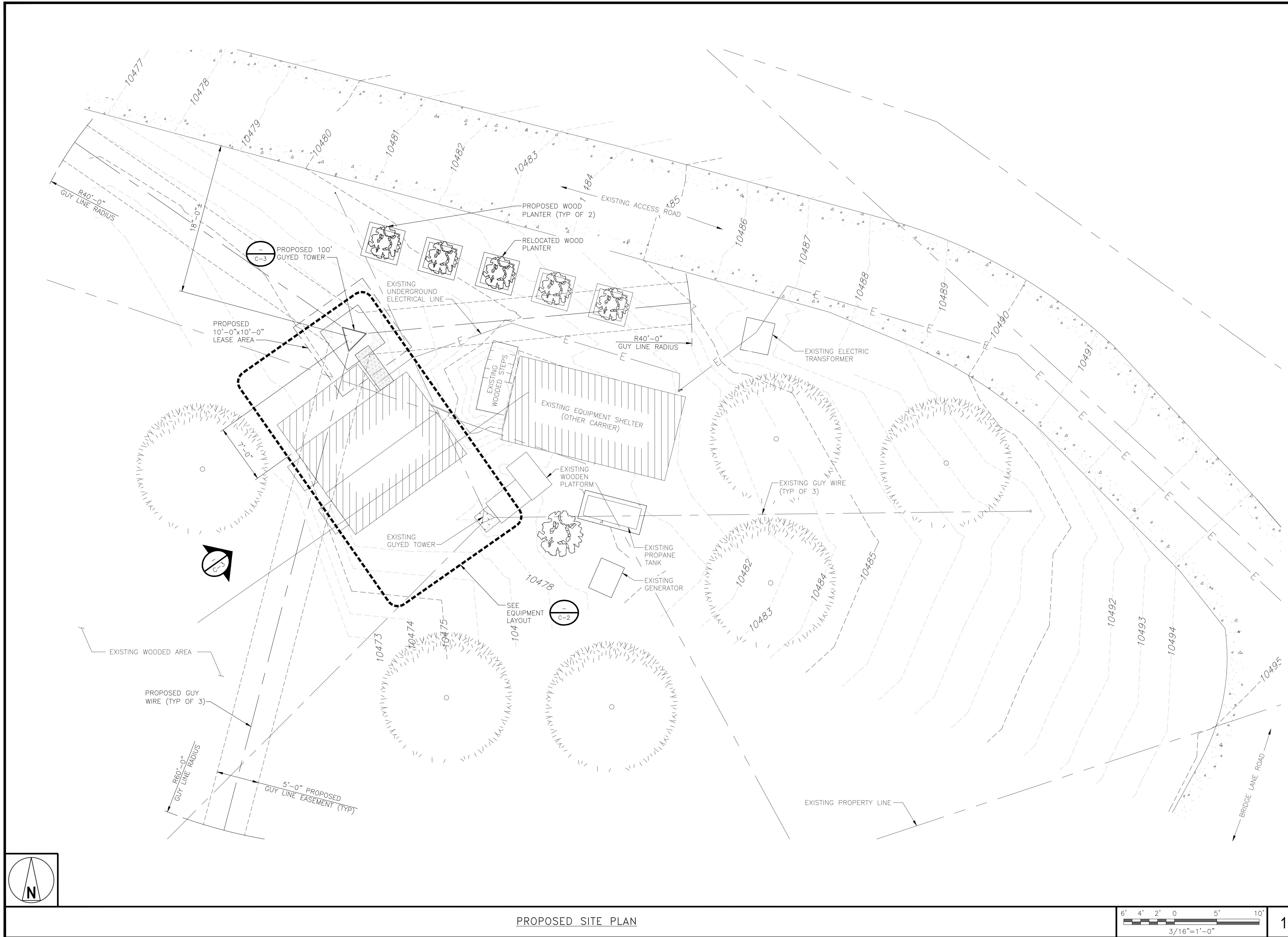




# Communication Tower



© 2013 Pictometry



188 INVERNESS DRIVE WEST  
SUITE 400  
ENGLEWOOD, CO 80112



**BLACK & VEATCH**

304 INVERNESS WAY SOUTH  
SUITE 400  
ENGLEWOOD, COLORADO 80112

PROJECT/PHASE NO: 122061/8623

DRAWN BY: BTS

CHECKED BY: DDM

T.I.D. 1.86

REV	DATE	DESCRIPTION
0	02/23/15	ISSUED FOR ZONING C.U.P.



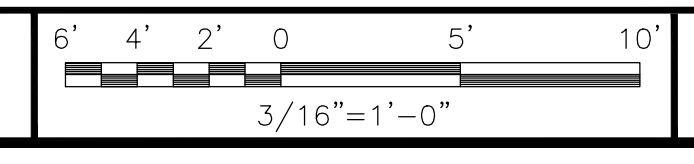
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

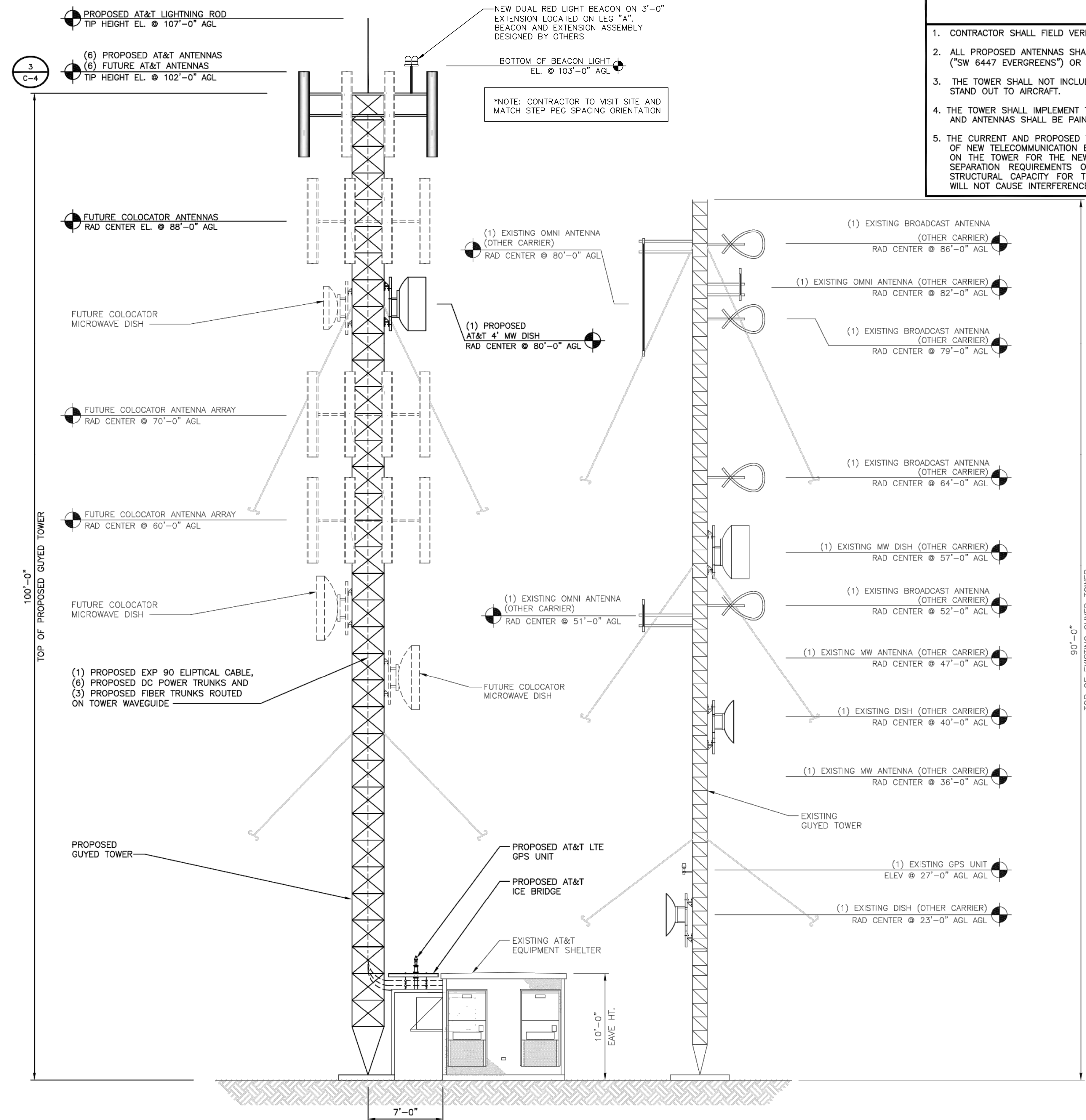
FAR COONSKIN  
COL06244  
GRANITE RIDGE DRIVE  
TELLURIDE, CO 81435  
LTE - 1ST CARRIER AND MW UPGRADE

SHEET TITLE  
PROPOSED SITE PLAN


SHEET NUMBER  
**C-1.1**

PROPOSED SITE PLAN






- NOTES**
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
  2. ALL PROPOSED ANTENNAS SHALL BE PAINTED A NEUTRAL, NON-REFLECTIVE COLOR ("SW 6447 EVERGREENS") OR APPROVED EQUIVALENT.
  3. THE TOWER SHALL NOT INCLUDE A LIGHT BEACON OR BE BRIGHTLY PAINTED TO STAND OUT TO AIRCRAFT.
  4. THE TOWER SHALL IMPLEMENT THE FOLLOWING VISUAL MITIGATION PLAN: THE TOWERS AND ANTENNAS SHALL BE PAINTED TO MATCH THE SURROUNDING TREE COLOR.
  5. THE CURRENT AND PROPOSED TOWERS SHALL BE MADE AVAILABLE FOR COLLOCATION OF NEW TELECOMMUNICATION EQUIPMENT SO LONG AS: A) THERE IS ENOUGH ROOM ON THE TOWER FOR THE NEW EQUIPMENT (GIVEN THE VERTICAL AND HORIZONTAL SEPARATION REQUIREMENTS OF THE CURRENT USERS), B) THERE IS ENOUGH STRUCTURAL CAPACITY FOR THE NEW EQUIPMENT, AND C) THE NEW EQUIPMENT WILL NOT CAUSE INTERFERENCE TO THE CURRENT USERS.



**at&t**

188 INVERNESS DRIVE WEST  
SUITE 400  
ENGLEWOOD, CO 80112



**BLACK & VEATCH**

304 INVERNESS WAY SOUTH  
SUITE 400  
ENGLEWOOD, COLORADO 80112

PROJECT/PHASE NO: 122061/8623

DRAWN BY: BDJ

CHECKED BY: DDM

T.I.D. 1.86

REV	DATE	DESCRIPTION
2	04/15/15	ISSUED FOR ZONING C.U.P.
1	04/14/15	ISSUED FOR ZONING C.U.P.
0	02/23/15	ISSUED FOR ZONING C.U.P.



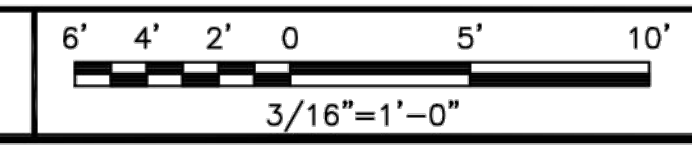
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FAR COONSKIN  
COL06244  
GRANITE RIDGE DRIVE  
TELLURIDE, CO 81435  
LTE - 1ST CARRIER AND MW UPGRADE

SHEET TITLE  
**PROPOSED  
SITE ELEVATIONS**

SHEET NUMBER  
**C-3.1**

**PROPOSED SOUTHWEST ELEVATION**





**Meets:**

FAA AC NO: 150/5345-43F  
 FAA Engineering Brief No. 67  
 ICAO (Annex 14 - Fourth Edition, July 2004)  
 ICAO Aerodromes Design Manual, Chapter 18  
 Canadian Aviation Regulation CAR 621.19  
 Nachrichten für Luftfahrer Teil I Langen, 6. January 2005  
 German Air Traffic Control Notices for Pilots Part I 6, January 2005

**Qualified By:**

Intertek ETL  
 Lighting Sciences Canada

### Features

- Available as a single or dual unit
- Available in 12 VDC, 24 VDC, 48 VDC, 120 VAC & 220 VAC (50 or 60 Hz)
- Earth grounding provisions provided
- Unique optically designed lens to enhance LED operation and provide 360° visibility
- State-of-the-art high-flux LED technology
- Estimated service life 12-15 years
- Weather/corrosion resistant lamp assembly and housing
- Self-contained wiring compartment eliminates additional boxes
- Threaded 1" and 3/4" bottom hub for mounting
- Can be operated steady or flashed (*controller not supplied*)
- 5 year warranty
- Resistant to shock and vibration
- IP65 / IP66 / NEMA 4X rated

### Application

The 860 Series is the FAA type L-810 red LED obstruction light. Designed for steady burning, this fixture is used to mark any obstacle that may present hazards to aircraft navigation. The U.S. patent office has issued patent number 6,425,678 B1 for this series.

### Operating Conditions

**Temperature:** -67° F to +131° F  
 (-55° C to +55° C)

### Materials/Finish

- Cast Aluminum housing
- Stainless steel hardware

### Ordering Information

#### Single Units

Part Number	Cert	Volts
860-1R01-001	FAA	120 VAC
860-6R01-001	TC	120 VAC
860-1R02-001	--	220 VAC
860-1R03-001	FAA	12 VDC
860-3R03-001 (Low wattage)	--	12 VDC
860-1R05-001	FAA	24 VDC
860-6R05-001	TC	24 VDC
860-1R04-001	FAA	48 VDC
860-5R02-001	ICAO	220 VAC (10cd)
860-1R02-001-EU	Eur. Ver.	220 VAC
860-4R02-001-EU	Eur. Ver.	220 VAC (50 cd)

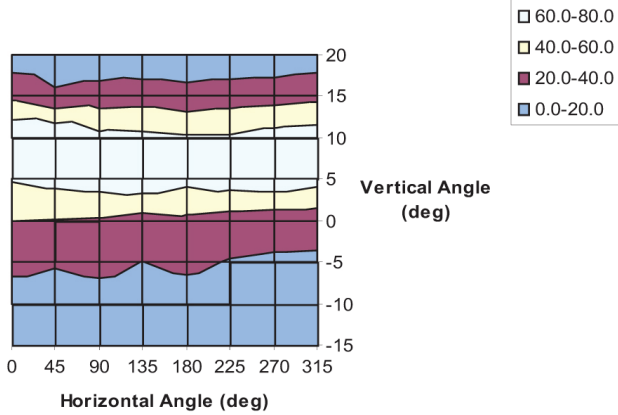
#### Dual Units

Part Number	Cert	Volts
860-1R01-002	FAA	120 VAC
860-6R01-002	TC	120 VAC
860-1R02-002	--	220 VAC
860-1R03-002	FAA	12 VDC
860-3R03-002 (Low wattage)	--	12 VDC
860-1R05-002	FAA	24 VDC
860-6R05-002	TC	24 VDC
860-1R04-002	FAA	48 VDC
860-7R02-002	CASA	220 VAC (100cd)
860-1R02-002-EU	Eur. Ver.	220 VAC
860-4R02-002-EU	Eur. Ver.	220 VAC (50 cd)

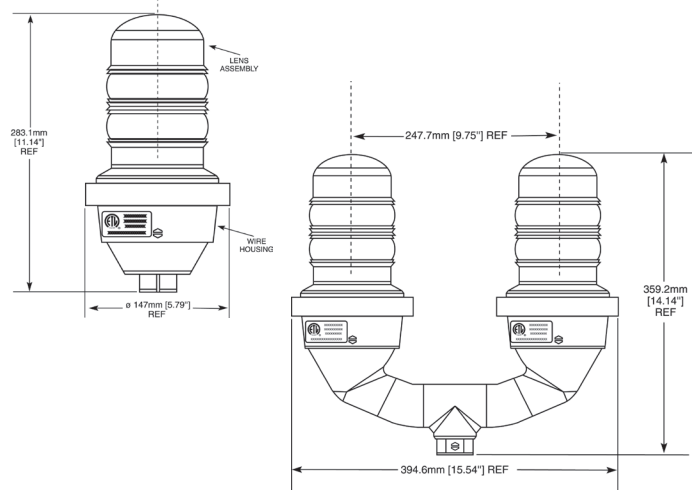


## Photometric Data

L810 Isotropic Intensity Chart



## Mechanical Dimensions



Dimensions in inches (mm)

## Electrical Specifications

	PF	VA	Operating Voltage			Watts (W)			Amps
			Min	Typ	Max	Min	Typ	Max	
120 VAC Units	.3	46.5	92	120	132	10	15	18	0.120
240 VAC Units (60Hz)	.17	72	198	240	264	11	15	18	0.120
240 VAC Units (50Hz)	--	--	198	240	264	12	14	17	--
12 VDC Units (Standard)	--	--	10	12	14	20	25	29	2.000
24 VDC Units	--	--	21	24	27	17	22	29	0.920
48 VDC Units	--	--	43	48	53	11	14	16	0.275

## Weights and Measurements

Model	Shipping Weight	Container Dimensions
Single Unit	7.1 lbs	16" x 9" x 8" (406mm x 229mm x 203mm)
Dual Unit	16.1 lbs	22" x 17" x 9" (559mm x 432mm x 229mm)



HOME TECHNOLOGY APPLICATIONS

CONTACT

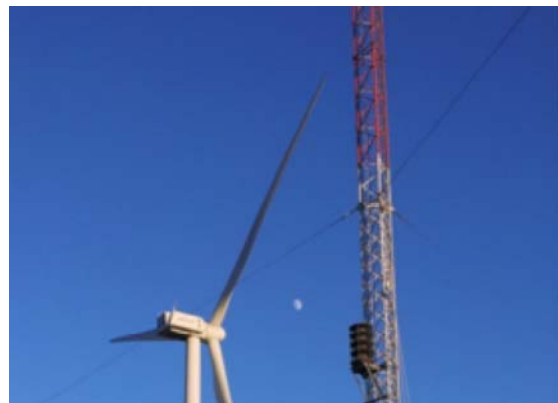
## MD-12 Pulse Doppler Radar

### **Capabilities**

- Proprietary radar design allows for Doppler processing from magnetron power source
- Detection of small moving targets in high clutter environments
- Low false alarm rate
- Integrated detection and tracking capability
- Site maps can be implemented to tune scenes to specific missions
- Tracker can be tuned to discriminate for targets of interest (aircraft, drones, birds, and others)
- Track data from multiple radars are merged together to establish perimeter protection of large areas via sensor fusion
- Radar control and track data output are available via standard IP-based network protocols



Laufer Radar Systems MD-12 pulse Doppler radar



View from Aldasoro





**BALLOT FOR VOTE REGARDING PROPOSED BOARD RESOLUTION APPROVING  
AGREEMENT WITH SFV MOUNTAIN VIEW, LLC  
AND RELATED AMENDMENTS TO GOVERNING DOCUMENTS**

This “**Ballot**” is submitted to the Unit Owners of See Forever Village at the Peaks Homeowners Association, Inc., a Colorado non-profit corporation (the “**Association**”) by the Executive Board thereof (the “**Board**”) as a vote on the Board Resolution (defined below) approving the proposed agreement between SFV Mountain View, LLC and the Association to allow for the construction of a new residential unit in the Community (defined below) and related amendments to the governing documents for the Community (defined below), all as further detailed in, and in the form attached hereto as, Exhibit “A” (the “**Board Resolution**”). All capitalized terms herein shall have the same meaning as in the Declaration of See Forever Village at the Peaks (the “**Community**”), as amended, unless otherwise defined herein.

For purposes of this Ballot, affirmatives votes from the Unit Owners to which at least 67% of the votes in the Association are allocated must obtained to approve the proposed Board Resolution; accordingly, quorum requirements are not applicable to this Ballot.

Please mark, sign, and return this Ballot **ON OR BEFORE FEBRUARY 16, 2017 at 12:00 PM Mountain Village Time** (the “**Voting Deadline**”) by mail, email, or facsimile to **KRISTIN MEUCCI, SFVATP MANAGING AGENT AND TSG DIRECTOR OF PROPERTY MANAGEMENT, VIA (I) U.S. MAIL TO 565 MOUNTAIN VILLAGE BOULEVARD, MOUNTAIN VILLAGE, COLORADO 81435; OR (II) EMAIL TO KMEUCCI@TELLURIDESKIRESORT.COM**

-----  
I/We represent myself/ourselves to be (an) owner(s) of the Unit(s) described below. I/We cast my/our vote in reference to the following: (Check as appropriate)

Vote IN FAVOR of and APPROVE the Board Resolution and, in that connection, I/we further direct the President of the Association to execute and deliver all documents necessary to engage and certify approval of the above matters by the Members.

Vote AGAINST and DISAPPROVE the Board Resolution.

Unit Owner(s) Printed Name/Signatory Title: \_\_\_\_\_

Unit Owner(s) Signature: \_\_\_\_\_

Owner(s) of Unit #: \_\_\_\_\_

Unit Owner(s) Printed Name/Signatory Title: \_\_\_\_\_

Unit Owner(s) Signature: \_\_\_\_\_

Owner(s) of Unit #: \_\_\_\_\_  
-----

**RESOLUTION OF THE BOARD OF  
SEE FOREVER VILLAGE AT THE PEAKS  
HOMEOWNERS ASSOCIATION, INC.,  
a Colorado non-profit corporation**

The following Resolution (the “**Resolution**”) is approved by the Executive Board (the “**Board**”) of the SEE FOREVER VILLAGE AT THE PEAKS HOMEOWNERS ASSOCIATION, INC., a Colorado non-profit corporation (the “**Association**”) as of January 27, 2017 (the “**Effective Date**”). All capitalized terms herein shall have the same meaning as in the Declaration (the “**Declaration**”) of See Forever Village at the Peaks (the “**Community**”), as amended, unless otherwise defined herein.

SFV MOUNTAIN VIEW, LLC, a Colorado limited liability company (the “**Applicant**”), has proposed that the Town Restaurant Requirement and the Deed Restriction be waived and released to allow the Applicant to construct the New Residential Unit in the Restaurant Space, subject to the Deal Terms negotiated with, and deemed acceptable to submit to the Owners for approval by, the Board (all as defined below) (collectively, the “**Applicant’s Proposal**”). Pursuant to special meeting of the Owners held on January 13, 2017 and attended by 53% of the Owners, the Board was directed to solicit additional feedback from the Owners and, based on that feedback, generate a final form of deal terms for submission to the Owners for approval by mail-in ballot. Accordingly, the Board hereby resolves to submit the following Applicant’s Proposal to the Owners for approval by mail-in ballot:

*“WHEREAS, the Applicant is (i) the current owner of Unit COM 1 in the Community, and (ii) is the successor-in-interest to the original Declarant under the Declaration and thus holds all Development Rights pursuant to the Declaration and all other rights and benefits of the Declarant under the Declaration and other governing documents for the Community (collectively, the “**Declarant Rights**”);*

*WHEREAS, pursuant to the Development Agreement for See Forever Plaza Phase III Planned Unit Development recorded in the office of the Clerk and Recorder of San Miguel County, Colorado (the “**Official Records**”) at Reception No. 350631, as amended, the Restaurant and Bar Lounge (currently platted as a General Common Element for use only as a Non-Residential Unit) identified on Schedule 1 attached hereto (the “**Restaurant Space**”) is currently required to be used and operated as a restaurant and bar open to the public (the “**Town Restaurant Requirement**”);*

*WHEREAS, the Deed Restriction recorded in the Official Records at Reception No. 350633 (re-recorded at Reception No. 350662), as amended (the “**Deed Restriction**”), which Deed Restriction benefits both TMV and TSG, also requires that the Restaurant Space be used and operated as a restaurant and bar open to the public;*

*WHEREAS, the Community contains four General Common Element parking spaces designated for “commercial” use in connection with the Restaurant Space (the “**Restaurant Parking Spaces**”);*

WHEREAS, the Applicant has entered into a conditional agreement with TSG Ski & Golf, LLC (“TSG”) to release the Deed Restriction and filed an application with the Town of Mountain Village (“TMV”) for approval to waive and release the Town Restaurant Requirement and the Deed Restriction (the “**Restaurant Requirement Waiver Applications**”) to allow the Applicant to construct a new Residential Unit in the Restaurant Space (the “**New Residential Unit**”);

WHEREAS, the New Residential Unit, as currently contemplated, will require and/or include: (i) the expansion of the Community to include, within the New Residential Unit, a portion of adjacent TMV Open Space property (the “**Open Space Annexation**”), (ii) TMV to convey to the Applicant an easement over additional adjacent TMV Open Space property for the creation of a patio area serving the New Residential Unit, as determined by TMV and the Applicant (the “**Patio Easement**”), and (iii) the construction of a bedroom on the TMV Open Space property being annexed into the Community pursuant to the Open Space Annexation (the “**New Bedroom**”), all as shown on the proposed site plan (the “**Proposed Site Plan**”) attached hereto as Schedule 2.

WHEREAS, in order to accomplish the Open Space Annexation, a minor subdivision replat of Lot 105R1 will need to be prepared and recorded (the “**Replat**”) and various perimeter easements affecting the Community will need to be amended (the “**Perimeter Easements Amendments**”);

WHEREAS, as prerequisite to TMV’s approval of the Restaurant Requirement Waiver Applications, TMV has required that the Association first approve the waiver and release of the Town Restaurant Requirement and the Deed Restriction, the amendments to the Declaration and Map necessary in connection with Applicant’s Proposal, the Ordinance/PUD Amendment (as defined below) and other matters related to Applicant’s Proposal in accordance with the Declaration;

WHEREAS, the Board and the Applicant have sought in good faith to negotiate various terms and conditions acceptable to Applicant and in a form acceptable for the Board to submit to the Owners to allow for the waiver and release of the Town Restaurant Requirement and Deed Restriction and the construction of the New Residential Unit, all as further set forth below (collectively, the “**Deal Terms**”); and

WHEREAS, the Board agreed to submit the Applicant’s Proposal to the Owners for approval by mail-in ballot.

NOW, THEREFORE, BE IT RESOLVED BY THE OWNERS THAT:

1. The Owners hereby approve the waiver and release of the Town Restaurant Restriction and the Deed Restriction, the creation and construction of the New Residential Unit as shown on the Proposed Site Plan, and the related amendments to the Declaration and the Map, subject to the following Deal Terms:

- a. *The Applicant shall convey Unit COM 1 to the Association by Special Warranty Deed (the “COM 1 Deed”), which Unit COM 1 shall become a General Comment Element to the Community (the “COM 1 Re-Designation”).*
- b. *The Applicant shall assign to the Association and, therewith, waive and release all Declarant Rights pursuant to an assignment, waiver and release form to be approved by the Board (the “Declarant Rights Assignment & Release”).*
- c. *The Applicant shall enter into an agreement with the Association whereby the Applicant agrees to indemnify, defend and hold harmless the Association from and against (i) any and all costs associated with the Applicant TMV Commitments (as defined below), and (ii) any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims, attorneys’ fees, consultant fees and expert fees) arising from or in connection with the construction of the New Bedroom (including, without limitation, the concrete pad to be poured in connection therewith) (the “Indemnity Agreement”).*
- d. *The four Restaurant Parking Spaces shall be re-designated, as follows (the “Parking Spaces Re-Designation”):*
  - i. *One parking space shall be designated as a General Common Element administered by the Association for general use by the Community in accordance with the Declaration.*
  - ii. *One parking space shall be designated as a Limited Common Element appurtenant to the New Residential Unit.*
  - iii. *Each of the remaining two parking spaces may, at Applicant’s option, either be designated as a new Parking Unit pursuant to the Declaration or as an additional Limited Common Element appurtenant to the New Residential Unit.*
- e. *The Applicant, at the Applicant’s sole cost and expense, shall comply with and satisfy all TMV requirements necessary to complete the Open Space Annexation and the Patio Easement and create the New Residential Unit including, without limitation, (i) the acquisition by Applicant of three Density Units from the TMV Density Bank (the “Required Densities”), which Required Densities will be assigned to and vested in Lot 105R1 for the exclusive application to the New Residential Unit through the Replat, the Ordinance/PUD Amendment (as defined below) and/or the Initial Declaration/Map Amendments (the “Density Transfer”); (ii) all TMV requirements for landscape maintenance, watering, walkway heating costs and any costs incurred in connection therewith (the “Applicant TMV*

*Commitments*"); (iii) all requirements for amendment to the current Community Planned Unit Development to be effected by an ordinance adopted by TMV Town Council (the "**Ordinance/PUD Amendment**"); (iv) the execution of a Development Agreement between TMV and the Applicant setting forth detailing the obligations of both parties and specifying the standards and conditions governing the construction of the New Residential Unit (the "**Development Agreement**"); (v) all requirements for amendment to the Community zoning to allow the New Residential Unit and the elimination of commercial uses; (vi) the Replat, Perimeter Easements Amendments and any other requirements in connection with the conveyance of the Open Space needed for the Open Space Annexation; and (vii) construction of the New Residential Unit.

- f. *The Applicant shall comply with the final form of the Construction Rules and Policies (the "**Construction Rules**") currently being adopted by the Board (and any other design and construction requirements as directed by the Board) including, without limitation, making any construction deposit and obtaining any bonds or other completion assurances required thereunder (the "**Construction Deposit/Assurances**"). In addition, the Applicant shall enter into a construction agreement with the Association in accordance with the Construction Rules setting forth the terms and conditions governing the construction of the New Residential Unit and any other documents or agreements reasonably deemed necessary by the Board in connection therewith (the "**Construction Agreement(s)**").*
- g. *The Applicant, at the Applicant's sole cost and expense, shall prepare and record amendments to the Declaration and Map (the "**Initial Declaration/Map Amendments**") effecting the creation of the New Residential Unit, the COM 1 Re-Designation and the Parking Spaces Re-Designation, which Initial Declaration/Map Amendments shall be in a form approved by the Board and executed by the President of the Association. The Initial Declaration/Map Amendments shall be completed and recorded at the Closing (as defined below), and the portions of such Initial Declaration/Map Amendments creating the New Residential Unit shall be based on the architectural plans (the "**Plans**") that are the basis for the Building Permits (as defined below). Once the internal walls and ceilings of the New Residential Unit are completed in accordance with the Plans and Building Permits, then the Initial Declaration/Map Amendments shall be supplemented by Applicant with a final recorded form based on "as-built" survey measurements (the "**As-Built Declaration/Map Supplements**"). The Association shall execute a consent document (and/or any other authorizations required for title insurance and TMV purposes) to allow the Applicant to record the As-Built Declaration/Map Supplements, for purposes of updating the square footage of the New Residential Unit only, and such other non-substantive purposes required for title insurance purposes or by TMV, without further authorization from the Board or the Association (the*

*“Association Declaration/Map Supplements Consent(s)”*). To the extent that the recording of the Initial Declaration/Map Amendments prior to the completion of construction of the New Residential Unit conflicts with any provisions of the Declaration or any other governing documents for the Community, the Owners hereby approve and authorize a waiver of such provisions for purposes of allowing the Initial Declaration/Map Amendments to be prepared and recorded based on the Plans for the New Residential Unit.

- h. The Applicant shall reimburse the Association for (i) all costs and expenses (including, without limitation, legal costs) that have been incurred by the Association in connection with this Resolution as of (and including) the Effective Date, in an amount not to exceed \$20,000.00 in the aggregate; and (ii) all costs and expenses (including, without limitation, legal costs, surveying and engineering costs, and other consultant fees and costs) that are incurred by the Association from and after the Effective Date in connection with the implementation of the terms of this Resolution (including, without limitation, all reasonable costs and expenses incurred by the Association in connection with (a) the Construction Agreement, (b) the Initial Declaration/Map Amendments, and (c) and all other related deeds, escrow instructions and/or documents and agreements), in an amount not to exceed \$30,000.00 in the aggregate (collectively, the “**Association Cost Reimbursement**”). In addition, the Applicant shall be responsible for all costs pursuant to C.R.S. § 38-33.3-217(6). Payment of the Association Cost Reimbursement shall not preclude the Association from recovering from the Applicant any extraordinary costs incurred by the Association in connection with the As-Built Declaration/Map Supplements.*
- i. The Applicant shall submit a complete application for a building permit to construct the New Residential Unit (the “**Building Permit**”) to TMV on or before April 1, 2017 (the “**Permit Application Deadline**”) and shall commence construction of the New Residential Unit on or before June 1, 2017 (the “**Construction Commencement Deadline**”). The Construction Commencement Deadline shall be extended day-for-day for each day of delay in the commencement of construction of the New Residential Unit caused solely by TMV’s failure to issue a Building Permit on or before the Construction Commencement Deadline, provided that TMV’s failure to issue a Building Permit by the Commencement Deadline was not caused in any way by the Applicant’s failure to (i) apply for a Building Permit by the Permit Application Deadline, or (ii) timely respond to TMV’s comments to the Applicant’s application for a Building Permit. The Applicant shall diligently pursue construction and completion of the New Residential Unit and receipt of a final Certificate of Occupancy for the New Residential Unit from TMV.*
- j. The Plans, finishes and specifications for the New Residential Unit (including both interior and exterior Plans, finishes and specifications) shall be subject to the review and approval of the Board. Without limiting the generality of*

*the foregoing, the exterior finishes of the New Residential Unit must be strictly consistent in all respects with the current exterior finishes of the Community (e.g., all stone, timber, siding, colors, stains, chinking and other exterior finishes of the New Residential Unit must match exactly to those currently existing in the Community). Interior finishes shall be of a quality equal to or better than existing interior finishes in the Community.*

*k. On a date to be mutually agreed upon by and among TMV, the Applicant and the Board, which date shall be on or before the Permit Application Deadline, the following shall occur (to the extent not previously completed) (the "Closing"):*

*i. The Applicant, with appropriate TMV approval and execution, shall enter into and record, as applicable, all documents and agreements necessary in connection with the waiver and release of the Town Restaurant Requirement and the Deed Restriction, the Open Space Annexation, the Density Transfer, and the construction of the New Residential Unit including, without limitation, the Ordinance/PUD Amendment, the Development Agreement, the Replat, a TMV Town Council Resolution approving the Replat, a deed conveying to the Applicant the portion of TMV Open Space property necessary to complete the Open Space Annexation, and the Perimeter Easements Amendments, and the Patio Easement, all of which shall collectively accomplish the following:*

- 1. The waiver and release of the Town Restaurant Requirement by TMV;*
- 2. The approval by TMV of the New Residential Unit, the COM 1 Re-Designation, the Parking Spaces Re-Designation, the Open Space Annexation, and the Patio Easement; and*
- 3. The Density Transfer.*

*ii. Applicant shall cause the recordation of an appropriate document reflecting the waiver and release of the Deed Restriction by TSG and TMV.*

*iii. The Applicant shall execute and record the COM 1 Deed.*

*iv. The Applicant shall execute and record the Declarant Rights Assignment & Release.*

*v. The Applicant shall cause the Initial Declaration/Map Amendments to be recorded.*

- vi. *The Association shall execute and deliver to Applicant the Association Declaration/Map Supplements Consent(s).*
- vii. *The Applicant shall execute and deliver the Construction Agreement(s) to the Association and pay and/or provide the Construction Deposit/Assurances to the Association.*
- viii. *The Applicant and the Association shall execute and deliver the Indemnity Agreement.*
- ix. *The Applicant shall pay the Association Cost Reimbursement to the Association.*
- x. *The Association and the Applicant shall execute and deliver an agreement confirming that no Common Expenses Assessments shall be assessed against, or due and payable with respect to, the New Residential Unit until the earlier of (i) the issuance of a Certificate of Occupancy (or equivalent) by TMV for the New Residential Unit, or (ii) commencement of the 9<sup>th</sup> full calendar month following the Closing; provided, however, that Applicant will pay for all utilities related to New Residential Unit from and after the Closing.*

2. *The Board hereby is authorized, directed and empowered to work with legal counsel to implement the terms of this Resolution including, without limitation, (i) negotiating, finalizing, executing and recording of the Initial Declaration/Map Amendments, the As-Built Declaration/Map Supplements, the Association Declaration/Map Supplements Consent(s) and any and all other documents and agreements necessary or advisable in connection with this Resolution, the Restaurant Requirement Waiver Applications, and/or the Applicant's Proposal, and (ii) making expenditures in connection therewith.*

3. *Additionally, the Board hereby is authorized, directed and empowered to undertake any and all necessary actions permitted under the Colorado Common Interest Ownership Act and/or the Declaration to carry out the actions authorized in this Resolution."*

ACCORDINGLY, THE BOARD HEREBY ADOPTS THE FOREGOING RESOLUTION AT ITS JANUARY 27, 2017 BOARD MEETING, EFFECTIVE AS OF JANUARY 27, 2017.

By: \_\_\_\_\_  
Brian Davis, Director

By: \_\_\_\_\_  
John D. Olson, Director

By: \_\_\_\_\_  
Nancy Daigh, Director





SCHEDULE 1

RESTAURANT SPACE

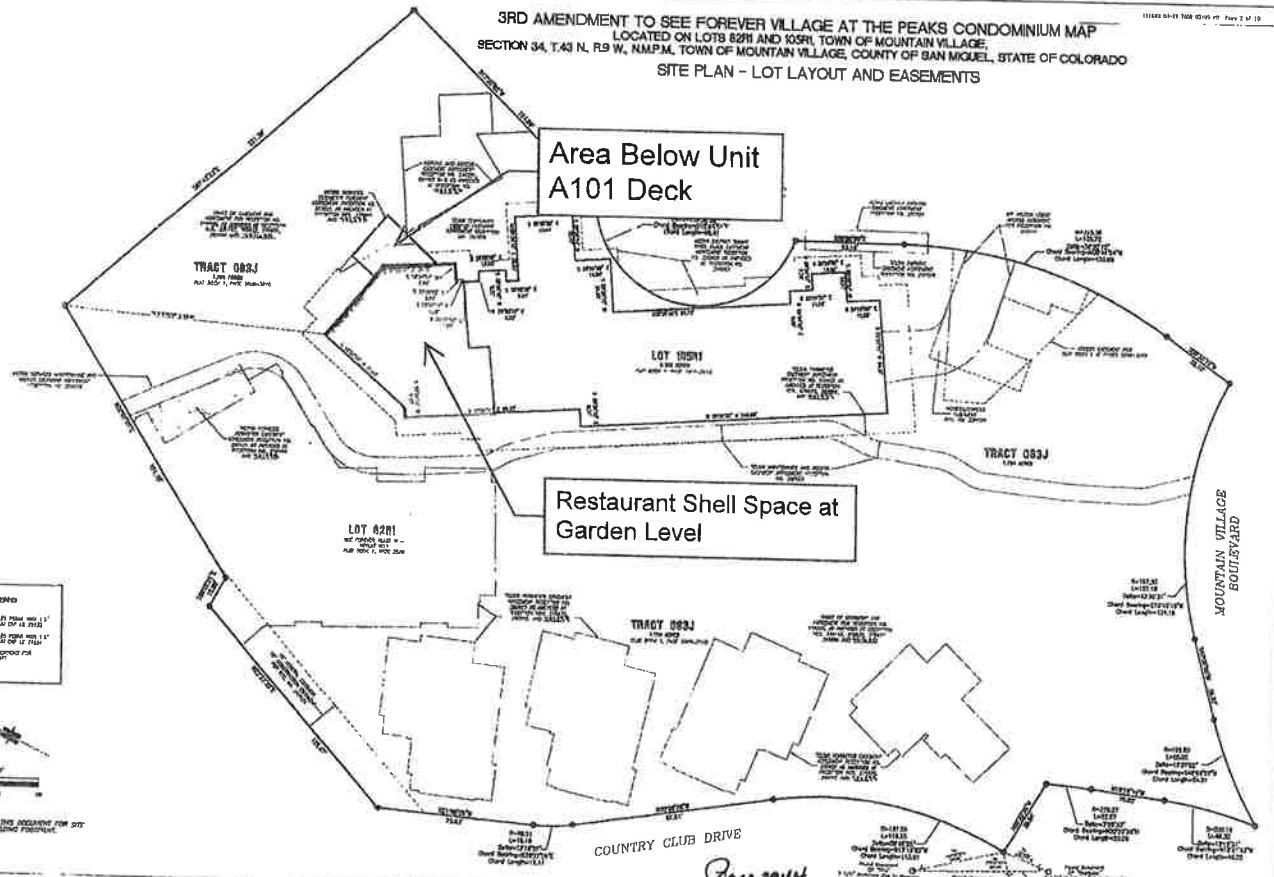
3RD AMENDMENT TO SEE FOREVER VILLAGE AT THE PEAKS CONDOMINIUM MAP  
 LOCATED ON LOTS 82R1 AND 82S1, TOWN OF MOUNTAIN VILLAGE,  
 SECTION 34, T.43 N., R.9 W., N.M.P.M., TOWN OF MOUNTAIN VILLAGE, COUNTY OF SAN MIGUEL, STATE OF COLORADO  
 SITE PLAN - LOT LAYOUT AND EASEMENTS

11/02 04:11 308 03:05 05 Page 2 of 10

- LEGEND**
- 1/8" = 10' SCALE
  - 1/4" = 20' SCALE
  - 1/2" = 40' SCALE
  - 1" = 80' SCALE



NOTE: SEE PART 3 OF THIS DOCUMENT FOR DTD INFORMATION AND RELATED DOCUMENTS.



*Page 3944*

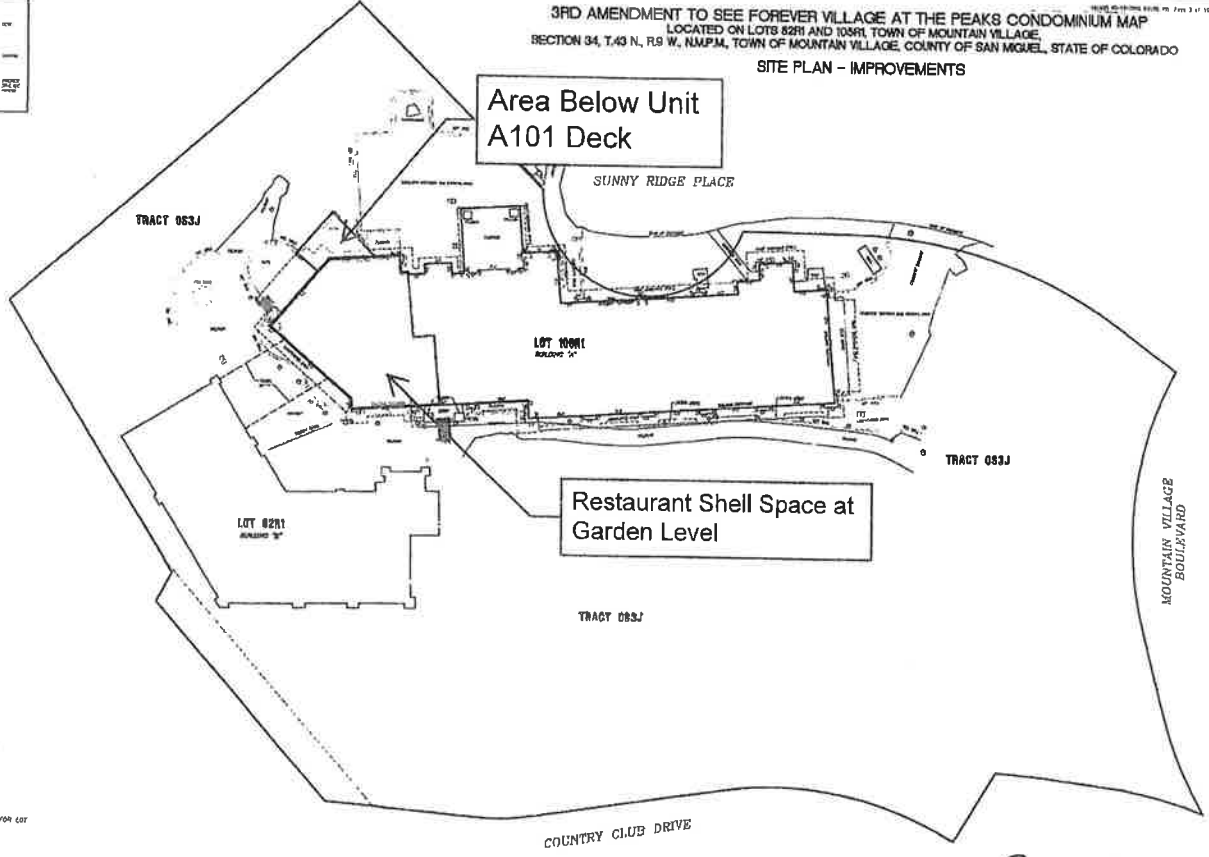
3rd Amendment to See Forever Village at The Peaks Condominium Map

<p><b>FOLEY</b>                  ENGINEERS, INC.                  122 W. PACIFIC AVENUE, SUITE 8-1                  TELLURIDE, COLORADO 81428                  TEL: 719.251.1100 FAX: 719.251.1101</p>	<p>DATE: 11/02                  DRAWN BY: [Name]                  CHECKED BY: [Name]                  SCALE: AS SHOWN</p>
--	---

**LEGEND**

○	Proposed	1
○	Existing	2
○	Proposed	3
○	Existing	4
○	Proposed	5
○	Existing	6
○	Proposed	7
○	Existing	8
○	Proposed	9
○	Existing	10

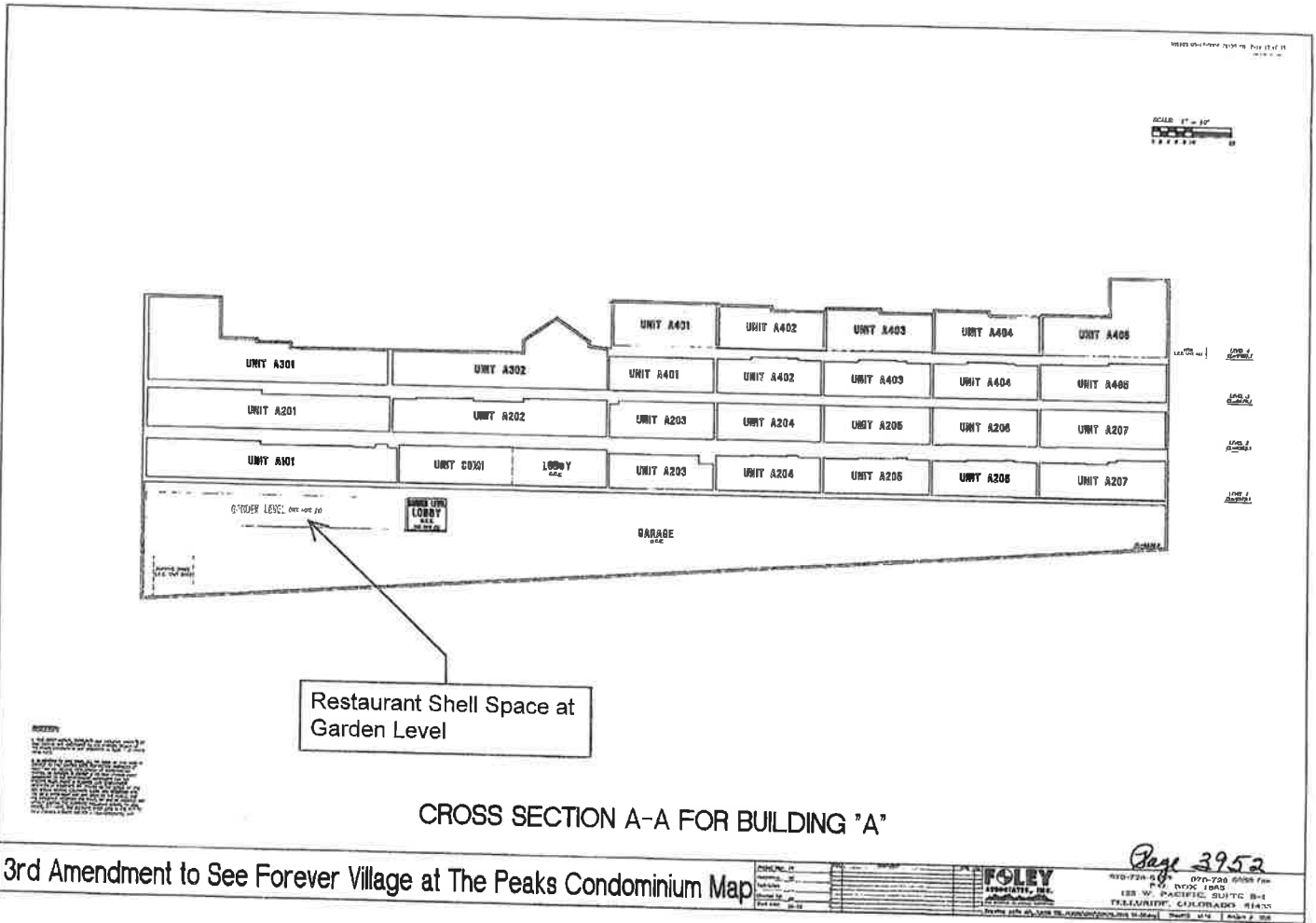
3RD AMENDMENT TO SEE FOREVER VILLAGE AT THE PEAKS CONDOMINIUM MAP  
 LOCATED ON LOTS 82R1 AND 103R1, TOWN OF MOUNTAIN VILLAGE,  
 SECTION 34, T.43 N., R.9 W., N.M.P.M., TOWN OF MOUNTAIN VILLAGE, COUNTY OF SAN MIGUEL, STATE OF COLORADO  
 SITE PLAN - IMPROVEMENTS



*Page 3945*

3rd Amendment to See Forever Village at The Peaks Condominium Map

<p><b>FOLEY</b>          ARCHITECTS, INC.          128 W. PACIFIC SUITE 811          VAILLARD, COLORADO 81418</p>	<p>877-88-8188 970-728-0000 FAX          P.O. BOX 1385          128 W. PACIFIC SUITE 811          VAILLARD, COLORADO 81418</p>
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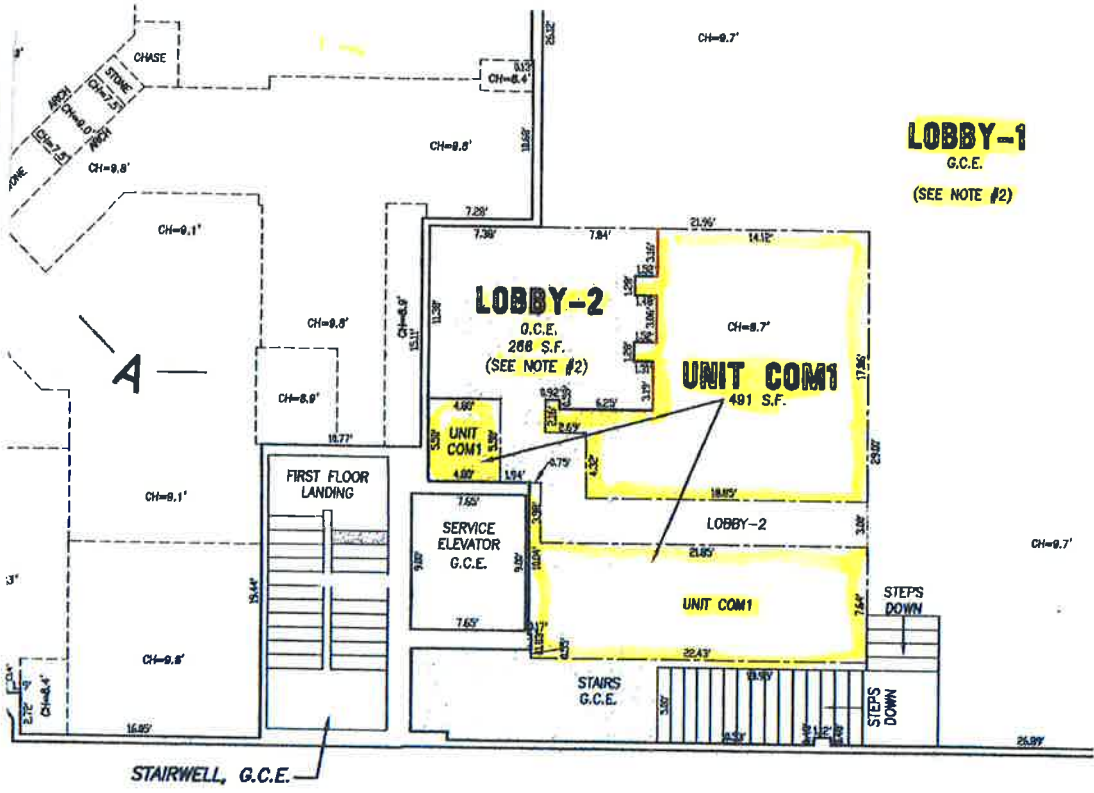
Restaurant Shell Space at Garden Level

CROSS SECTION A-A FOR BUILDING "A"

3rd Amendment to See Forever Village at The Peaks Condominium Map

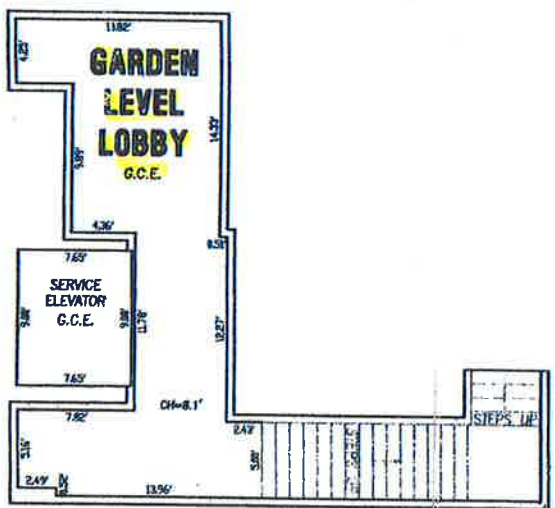
Page 3952

**FOLEY**  
 ARCHITECTS, INC.  
 133 W. PACIFIC BLVD. #4  
 FORT COLLINS, COLORADO 80501  
 970-226-0000  
 FAX 970-226-0000



**LOBBY-1**  
G.C.E.  
(SEE NOTE #2)

HATCHED AREA INDICATES  
GARDEN LEVEL LOBBY BELOW  
(SEE NOTE #2)



**NOTES:**

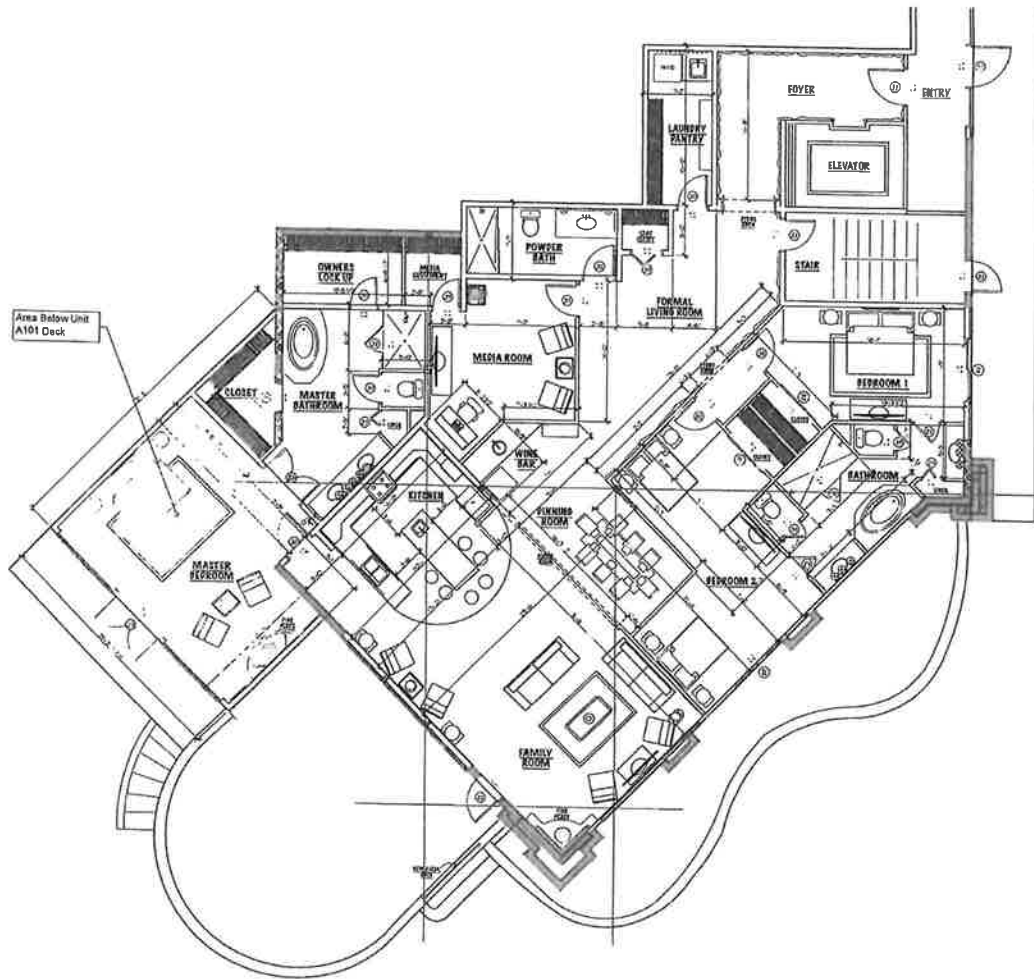
1. THIS SHEET AMENDS, SUPPLANTS AND REPLACES SHEET 5 OF THAT CERTAIN 2ND AMENDMENT TO SEE FOREVER VILLAGE AT THE PEAKS CONDOMINIUM MAP RECORDED IN BOOK 1 AT PAGES 3914-3922.
2. IN ADDITION TO UNIT COM1, ALL OR SOME OF THIS AREA IS SUBJECT TO THAT CERTAIN DEED RESTRICTION RECORDED AT RECEPTION NO. 350833, RERECORDED AT RECEPTION NO. 350882, AS AMENDED IN EXHIBIT B TO THAT CERTAIN FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR SEE FOREVER PLAZA PHASE III PLANNED UNIT DEVELOPMENT RECORDED AT RECEPTION NO. 370720 IN THE OFFICE OF THE SAN MIGUEL COUNTY, COLORADO CLERK AND RECORDER FOR USE AS A RESTAURANT AND BAR OPEN TO THE PUBLIC, AND THE DECLARANT RESERVES THE RIGHT, BY WAY OF EXAMPLE AND WITHOUT LIMITING THE RESERVED DECLARANT RIGHTS, TO ADD, CREATE, DESIGNATE, AND ALLOCATE SUCH AREA IN THE FUTURE AS A COMMON ELEMENT AND/OR A NON-RESIDENTIAL UNIT.

See F

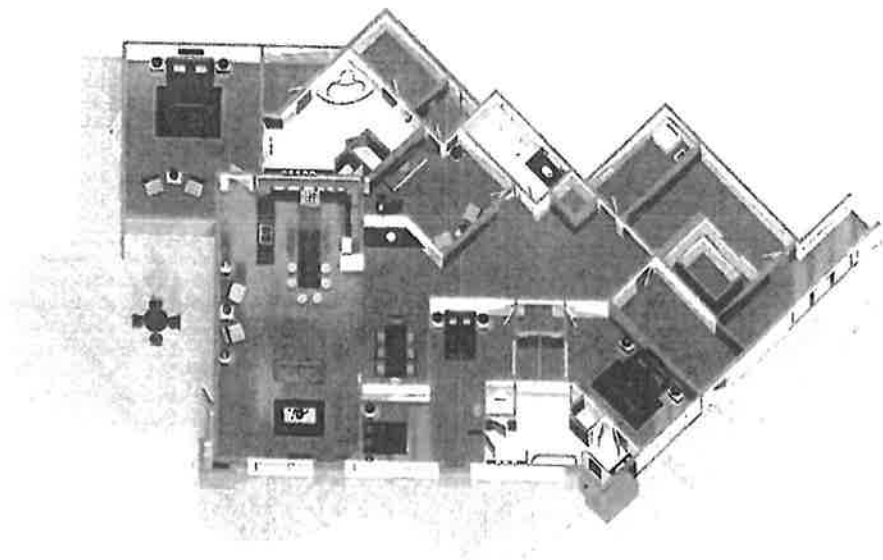
The Peak

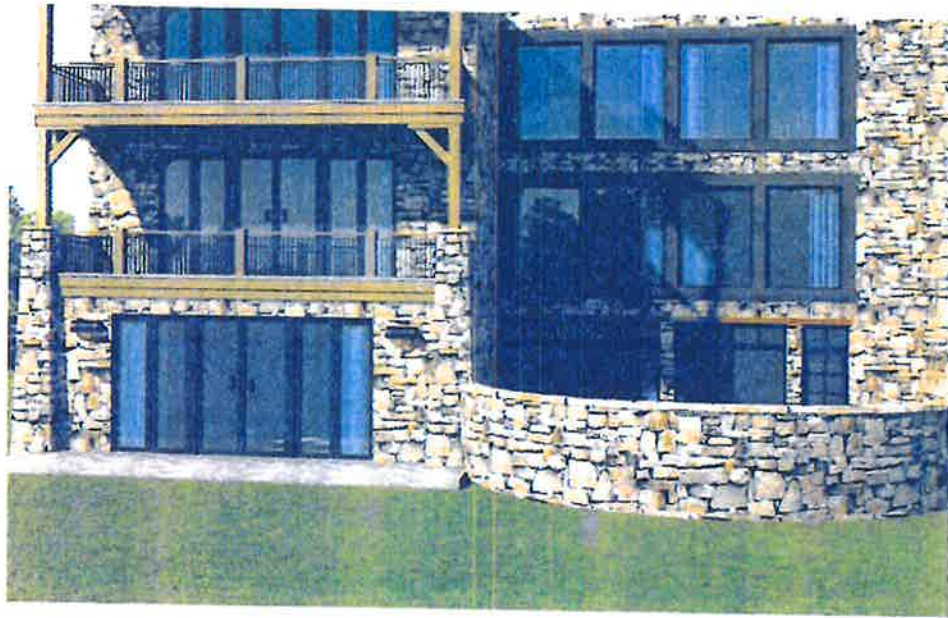
B

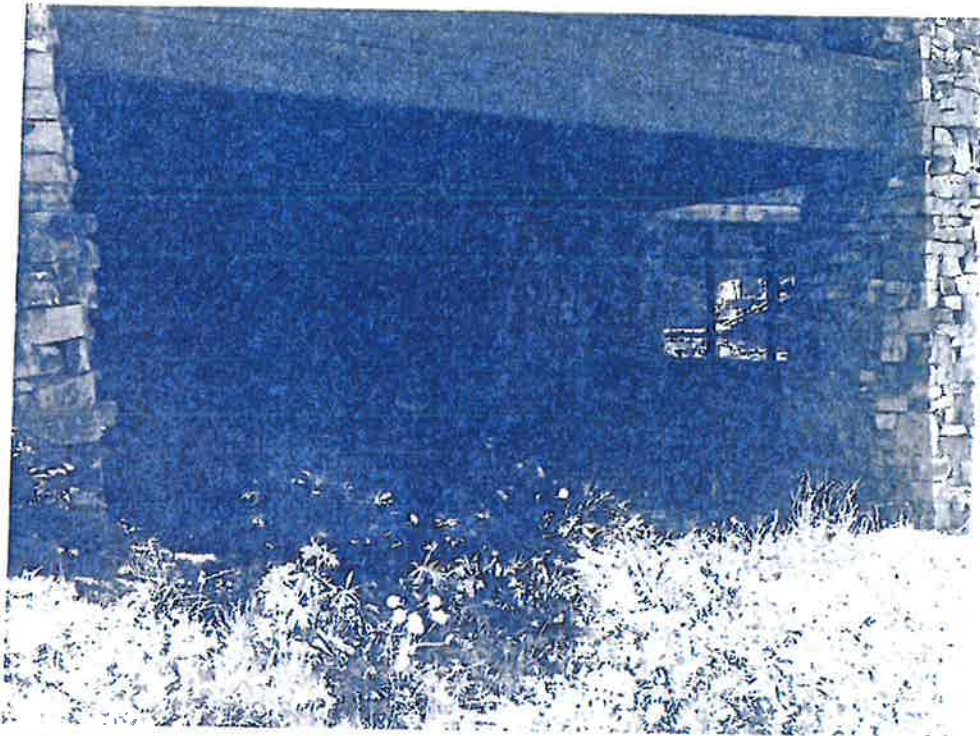
SCHEDULE 2  
PROPOSED SITE PLAN











Area Under Unit A101 Deck