

**TOWN OF MOUNTAIN VILLAGE  
TOWN COUNCIL REGULAR MEETING  
THURSDAY, APRIL 25, 2019, 8:30 AM  
2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL  
455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO  
AGENDA **REVISED (2)****

	Time	Min	Presenter	Type	
1.	8:30				Call to Order
2.	8:30	30	Reed Mahoney	Legal	Executive Session for the Purpose of Receiving Legal Advice Pursuant to C.R.S. 24-6-402(4)(b), for the Purpose of Negotiations Pursuant to C.R.S. 24-6-402(4)e
3.	9:00	5			Break
4.	9:05	5			Public Comment on Non-Agenda Items
5.	9:10	5	Johnston	Action	Consideration of Approval of the March 21, 2019 Regular Town Council Meeting Minutes
6.	9:15	5	Reich	Action	Consideration of Approval of a Proclamation Proclaiming May 2019 Mental Health Awareness Month
7.	9:20	5	R. McIntyre	Action	Consideration of Approval of a Proclamation Recognizing May as Sexual Assault Awareness Month
8.	9:25	10	Johnston	Action <i>Quasi-Judicial</i>	Liquor Licensing Authority: a. Consideration of a Special Event Liquor Permit Application by Telluride Wine Festival Foundation for a Grand Tasting Event to be held in Heritage Plaza June 29, 2019 <i>This Item has Been Continued to the May 16, 2019 Town Council Meeting</i>
9.	9:35	10	Anton Benitez Stenhammer	Informational	Update on Common Consumption Area Expansion Application
10.	9:45	5	Johnston	Action	Consideration of a Resolution Setting the June 25, 2019 Election by Mail Ballot and Consideration of an Appointment of the Town Clerk as the Designated Election Official
11.	9:50	10	Swain	Informational Action	Finance: a. Presentation of the March 31, 2019 Business & Government Activity Report (BAGAR) b. Consideration of the February 28, 2019 Financials
12.	10:00	15	Lannon	Informational	Telluride Historical Museum Annual Report
13.	10:15	20	Mahoney Broady	Legislative Action	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Amending Municipal Code Chapter 9.18 to Implement Certain Dismount Zones for Bicycles
14.	10:35	25	Miller	Action Public Hearing <i>Quasi-Judicial</i>	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Approving A Density Transfer and Rezone for the Expansion Area of Lot 600A, also Known as Elkstone.
15.	11:00	10	Dohnal	Action	Plaza Vending Committee a. Consideration of Approval of Bylaws b. Consideration of Appointment of Committee Members
16.	11:10	15	Stuffings	Informational	San Miguel Watershed Coalition Water Quality 2019 Testing Plans
17.	11:25	30	Jett Dohnal	Informational	Green Team: a. Quarterly Report b. Voluntary Single-Use Plastics Reduction Initiative
18.	11:55	15	Mahoney	Action	<i>Consideration of Revisions to the Settlement Agreement Resolving Civil Action No. 2015CV30031, San Miguel County District Court, Concerning the Ridge Project and Lot 161-CR Due to Density Changes at the Ridge Project</i>

	12:10	30			Lunch
19.	12:40	20	Guglielmone	Informational	Wastewater Treatment Plant Presentation
20.	1:00	15	Guglielmone	Informational	Southwest Basin Roundtable Update
21.	1:15	20	Kight	Action	Mountain Village Business Development Advisory Committee: a. Consideration of Additional Committee b. Consideration of Adoption of Bylaws c. Consideration of Appointment of Committee Members
22.	1:35	30	Broady Haynes Montgomery	Informational	Staff Reports a. Police 1. 2019 Budget Discussion b. Planning, Building & Community Development 1. 2019 Budget Discussion c. Town Manager
23.	2:05	20	Council Members & Staff	Informational	Council Boards and Commissions Updates: a. San Miguel Watershed Coalition-Starr b. Colorado Flights Alliance -Jansen c. Transportation & Parking – MacIntire/Benitez d. Budget & Finance Committee –Caton/Gilbride e. Gondola Committee – Caton/Berry f. Colorado Communities for Climate Action – Berry g. San Miguel Authority for Regional Transportation (SMART)- Benitez/Caton/Binder h. Eco Action Partners – Berry i. Telluride Historical Museum- Berry j. Telluride Conference Center –MacIntire/Gilbride k. Alliance for Inclusion – Benitez l. Green Team Committee- Berry/MacIntire m. Telluride Tourism Board-Jansen n. Mayor’s Update - Benitez
24.	2:25	20	Crank	Informational	Juvenile Diversion Presentation
25.	2:45	10	Soukup	Action	Other Business: Consideration of Approval of AdTran as the Equipment Provider for the 1G Fiber Project
26.	2:55				Adjourn

Please note that times are approximate and subject to change.

jk

04/09/2019

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 notice of 48 hours is required so arrangements can be made to locate requested auxiliary aid(s)

**Public Comment Policy:**

- All public commenters must sign in on the public comment sign in sheet and indicate which item(s) they intend to give public comment on  
Speakers shall wait to be recognized by the Mayor and shall give public comment at the public comment microphone when recognized by the Mayor
- Speakers shall state their full name and affiliation with the Town of Mountain Village if any
- Speakers shall be limited to five minutes with no aggregating of time through the representation of additional people
- Speakers shall refrain from personal attacks and shall keep comments to that of a civil tone
- No presentation of materials through the AV system shall be allowed for non-agendized speakers
- Written materials must be submitted 48 hours prior to the meeting date to be included in the meeting packet and of record. Written comment submitted within 48 hours will be accepted, but shall not be included in the packet or be deemed of record



**TOWN OF MOUNTAIN VILLAGE  
MINUTES OF THE MARCH 21, 2019  
REGULAR TOWN COUNCIL MEETING **DRAFT****

**AGENDA ITEM # 5**

The meeting of the Town Council was called to order by Mayor Laila Benitez at 8:30 a.m. on Thursday, March 21, 2019 in the Mountain Village Town Hall, 455 Mountain Village Boulevard, Mountain Village, Colorado.

**Attendance:**

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

Laila Benitez, Mayor  
Dan Caton, Mayor Pro Tem  
Dan Jansen  
Bruce MacIntire  
Patrick Berry  
Jack Gilbride  
Natalie Binder

Also in attendance were:

Kim Montgomery, Town Manager  
Jackie Kennefick, Town Clerk  
Susan Johnston, Deputy Town Clerk  
Christina Lambert, Deputy Town Clerk  
Jim Mahoney, Assistant Town Attorney  
Sarah Abbott, Associate Town Attorney  
Sue Kunz, Director of Human Resources  
Joel "BB" Burke, Deputy Chief of Police  
Kevin Swain, Finance Director  
Bill Kight, Director of Communications & Business Development  
Zoe Dohnal, Community Engagement Coordinator  
Michelle Haynes, Director of Planning and Development Services  
John Miller, Senior Planner  
Sam Starr, Planner  
Cecilia Curry, VCA Manager  
Rob Johnson, Transit Operations Manager  
Finn Kjome, Director of Public Works  
Jim Loebe, Director of Transit and Recreation  
Jim Soukup, Chief Technology Officer  
Dawn Katz, Director of Mountain Munchkins  
Penelope Gleason  
Shirley Diaz  
Margaux Lovely  
Ben Marshall  
Scott Landefeld  
Jolana Vanek  
Dennis Wroblewski  
Lynne Beck  
Anne Reissner  
JJ Ossola

Anton Benitez  
Tim Johnson  
Paul Reich  
Ben Marshall  
Liz Caton  
Lexi Tuddenham  
John Drugan  
Penelope Gleason  
Greer Garner  
Liz Caton  
Cath Jett  
Ellen Kramer  
Jean Vatter  
Keith Brown  
Jeff Proteau  
Mike Follen  
David Ausencio  
Justin Criado  
Sharon Cheng  
Stuart Sundell-Norlin  
Sophia Watkins  
Nicole Borland  
Rhys Chambers  
Eric Cummings  
Nancy McNamara  
Kristin Meucci  
Eliot Brown  
Len Rybickl  
Marki Knopp

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

On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted unanimously to enter into Executive Session for the purpose of receiving legal advice pursuant to C.R.S. 24-6-402(b), and for the purpose of negotiations pursuant to C.R.S. 24-6-402(4)e at 8:31 a.m.

Council returned to regular session at 9:14 a.m.

Council took a break from 9:14 a.m. to 9:22 a.m. (3)

**Public Comment on Non-Agenda Items (4)**

No public comment was received.

**Consideration of Appointments of Three Regular and Two Alternate Seats on the Design Review Board (DRB)(5)**

Dan Caton recused himself due to his wife's interest in the appointments and her current position of DRB Alternate. Senior Planner John Miller presented stating that Phil Evans and Jean Vatter did not apply for reappointment. Ms. Vatter thanked Council for the opportunity to serve on the Board. Greer Garner, Liz Caton, Cath Jett, Ellen Cramer and Jean Vatter introduced themselves and made statements about their interest in serving on DRB. Council discussion ensued. On a **MOTION** by Natalie Binder and seconded by Jack Gilbride, Council voted to appoint Board Members Greer Garner, Dave Eckman, and Liz Caton to two (2) year terms as Regular Members of the DRB; and, to appoint Ellen Kramer and Cath Jett to two (2) year terms as Alternate Members of the DRB.

**Consideration of Approval of the February 21, 2019 Regular Town Council Meeting Minutes (6)**

Deputy Town Clerk Susan Johnston presented. On a **MOTION** by Jack Gilbride and seconded by Dan Caton, Council voted unanimously to approve the February 21, 2019 Regular Town Council meeting minutes as presented.

Council moved to agenda item 9.

**Liquor Licensing Authority:**

- a. **Consideration of an Application by Telluride Resort Operator, Inc. dba Madeline Hotel for a Temporary Modification of Premises on the Hotel & Restaurant Liquor License for Seasonal Use of the Ice Rink for Food & Beverage Service From May 1, 2019 to November 15, 2019 (7)**

Susan Johnston presented. Natalie Binder recused herself due to her position on the Madeline Board. Council discussion ensued. Public comment was received by John Drugan and Ellen Kramer. On a **MOTION** by Jack Gilbride and seconded by Dan Caton, Council voted unanimously to approve an application by Telluride Resort Operator, Inc dba Madeline Hotel for a Temporary Modification of Premises on the Hotel & Restaurant liquor license for seasonal use of the Ice Rink for Food & Beverage service from May 1, 2019 to November 15, 2019, as presented.

**First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Amending Municipal Code Chapter 9.18 to Implement Certain Dismount Zones for Bicycles (8)**

Assistant Town Attorney Jim Mahoney presented. Bike use has increased over the years and in anticipation of the bike park expanding this year, staff is proposing a dismount zone within the Village Center as defined in the Community Development Code. Council directed staff to include a map with the Ordinance as well as the Trails Master Plan as exhibits. Council directed staff to address designated "pedestrian only" zones and include permitted areas for bike shop demo sites. Council discussion ensued. Public comment was received by Bill Kight, Jeff Proteau, Anton Benitez, Keith Brown, Ellen Kramer, Stuart Sundell-Norlin, Michael Fallen, David Ausencio and Penelope Gleason. On a **MOTION** by Dan Jansen and seconded by Dan Caton, voted unanimously to continue this item to the April 25, 2019 Town Council meeting.

**Consideration of a Resolution Authorizing the Town of Mountain Village to Enter into a Contract for the Purchase of Castellina Unit E (9)**

Town Manager Kim Montgomery presented stating that the Town is broadening the weighted lottery for this unit to include employees of any business located in Mountain Village. The lottery system would weigh the number of years working in the R-1 school district, first responders assigned to Station II and give priority to those employees who derive 100% of their income from working for a Mountain Village employer. The Town is scheduled to close on the unit May 1, 2019 with the intent to re-sell it to a qualified candidate. Council discussion ensued. On a **MOTION** by Bruce MacIntire and seconded by Jack Gilbride, Council voted unanimously to adopt a Resolution authorizing the Town of Mountain Village to enter into a contract for the purchase of Castellina Unit E. lottery as described.

On a **MOTION** by Patrick Berry and seconded by Dan Caton, Council voted unanimously to authorize the waiver of the lottery sales system in order to allow the Town to purchase the unit.

Council directed staff to agendize a discussion for the May 16, 2019 meeting regarding how to proceed with future purchases; how best to determine the appropriate number of inventory units the Town should control; and to create a policy for the process.

Council moved to agenda item 4.

**Finance: (10)**

**a. Presentation of the February 28, 2019 Business & Government Activity Report (BAGAR)**

Director of Finance Kevin Swain presented. Council discussion ensued.

Council moved to agenda item 12.

**Consideration of a Resolution Naming the Village Court Apartments Community Garden the Michael Ruterbories Community Garden (11)**

Director of Planning and Development Services Michelle Haynes presented. Council discussion ensued. On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted unanimously to adopt a Resolution naming the Village Court Apartments Community Garden the *Michael Ruterbories Community Garden*.

**Communities that Care Youth Group Presentation Regarding Youth Center (12)**

Tri-County Health Network Program Coordinator Ben Marshall presented along with students Rhys Chambers, Nicki Borland, Sophia Watkins and Margaux Lovely. Council discussion ensued. Council expressed support for a Youth Center and would consider potential locations in Mountain Village. The youth group will apply for a Mountain Village Community Grant. The Mayor may approve the grant with Council's support. Council consensus was in favor of offering support.

Council moved to agenda item 11.

**Consideration of a Resolution Amending and Restating Resolutions 2018-0719-14 and Resolution 2019-0117-02 Resolutions of the Town Council of Mountain Village Approving Alternative Parking Requirements for Lots 161A-1R, 161A-2, 161A-3, 161A-4, 161D-1 and 161D-2 (Collectively the Ridge Development) to Extend the Expiration Date to May 1, 2019 (13)**

Jim Mahoney presented stating that the purpose for the Resolution is to extend the agreement expiration date from previous Resolutions to May 18, 2019. Council discussion ensued. On a **MOTION** by Bruce MacIntire and seconded by Dan Caton Council voted unanimously to adopt a Resolution amending and restating Resolutions 2018-0719-14 and Resolution 2019-0117-02 approving alternative parking requirements for Lots 161A-1R, 161A-2, 161A-3, 161A-4, 161D-2 (collectively the Ridge Development) to extend the expiration date to May 18, 2019.

**Consideration of a Settlement Agreement Resolving Civil Action No. 2015CV30031, San Miguel County District Court, concerning the Ridge Project and Lot 161-CR (Continued from the February 21, 2019 Town Council Meeting) (14)**

Jim Mahoney presented stating that the Town's current covenants would be replaced by this settlement agreement. On a **MOTION** by Dan Jansen and seconded by Jack Gilbride, Council voted unanimously to approve the Settlement Agreement in the form generally presented with the following conditions:

1. This approval is subject to minor changes by Land Title as the escrow and title company.
2. This approval authorizes Dan Caton and Bruce MacIntire to approve the exhibits to the Settlement Agreement and any minor non-material or substantive changes to the Settlement Agreement such as typos, reference numbers and similar clean up changes
3. This approval authorizes either the Mayor or Mayor Pro Tem to execute the Settlement Agreement and any exhibits requiring execution upon completion of the Exhibits and execution by all other parties to the Settlement Agreement.
4. This approval shall expire if the Settlement Agreement is not approved and executed by all parties as well as being recorded by May 18, 2019.

Council moved to agenda item 21.

Council took a lunch break from 12:00 p.m. to 12:19 p.m.

**Consideration of Approval of a Recommendation to Move Forward with a Barter Trade of Services with Resort Internet for the Town's Acquisition of a /20 IPv4 Block of 4,096 IP Addresses (15)**

Chief Technology Officer Jim Soukup presented. Council discussion ensued. On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted unanimously to approve a recommendation to move forward with a barter trade of services with Resort Internet for the Town's acquisition of a /20 IPv4 block of 4,096 IP addresses.

**Consideration of a Resolution to Approve a Variance to the Community Development Code Requirements for Lot GH-11 to allow the Maximum Height to increase from 40 feet to 47.25 feet and the Maximum Average Height to increase from 35 feet to 35.15 feet. The Address of the Property is 111 Cabins Lane Quasi-Judicial (16)**

Senior Planner John Miller presented stating that the applicant is re-applying for a variance previously granted but not completed in the 18-month time requirement to commence construction. Council discussion ensued. The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. On a **MOTION** by Dan Caton and seconded by Bruce MacIntire, Council voted unanimously to adopt a Resolution approving a variance to the Community Development Code requirements for Lot GH-11 to allow the maximum height to increase from 40 feet to 47.25 feet and the maximum average height to increase from 35 feet to 35.15 feet. The address of the property is 111 Cabins Lane.

**Community Development Code (CDC) Residential Lighting Amendments (17)**

John Miller presented stating that the proposed amendments pertain only to new construction projects. Mr. Miller stated that the goal is to develop a lighting plan with enough detail to be clear and allow for approvals on a staff level. Council directed staff to determine a general cost to update existing home lighting systems and discussion ensued regarding offering financial incentives to update those homes. Public comment was received from Jolana Vanek. Staff, in conjunction with DRB, will consider potential residential lighting code amendments as well as potential commercial lighting code amendments and report back to Council at a future date.

Natalie Binder left the meeting at 12:41 p.m.

**Efficiency Lodge and Short-Term Accommodations Discussion Regarding Potential Community Development Code Amendment to Clarify Unit Use Restrictions (18)**

Bruce MacIntire recused himself due to his position in the lodging community. Michelle Haynes and Associate Town Attorney Sarah Abbott presented stating that the goal is to make sure people know what type of unit they are purchasing by educating realtors and cleaning up the definitions of an efficiency lodge

versus short-term accommodations. Council discussion ensued. Public comment was received from Nancy MacNamara, Eliot Brown, Marki Knopp, Bruce MacIntire, JJ Ossola, Anne Reissner and Len Rybickl. Council directed staff initiate an educational program and clarify the definition of “short-term accommodation”. The Town standard is less than 30 consecutive days and no more than 60 days in a calendar year. Council directed staff to agendize another work session in May to discuss further.

On a **MOTION** by Patrick Berry and seconded by Dan Jansen, Council voted unanimously to extend the meeting beyond six hours.

**Incentive Program Check-In, Regarding the Wildfire Mitigation Defensible Space Rebate Program and the Cedar Shake Fire Mitigation Initiative Program for 2019 (19)**

Michelle Haynes presented three program recommendations focused on increasing participation:

1. Change the program from a rebate to a fee waiver of the building permit fee
2. Coordinate and enhance incentive program marketing efforts in conjunction with TMVOA (Telluride Mountain Village Owners Association)
3. Separate the defensible space requirement from the Cedar Shake Rebate Program. Waive all town building fees up to \$5000 except for the County use tax.

Council discussion ensued. Council consensus was in favor of all three changes. Jim Mahoney will determine how the previous program was approved and let staff and Council know the next steps to move forward.

Dan Jansen left the meeting at 3:00 p.m.

**Consideration of Approval of a Funding Agreement with SMART to Provide Regional Transportation Services (20)**

Director of Transit and Recreation Jim Loebe presented. Council discussion ensued.

On a **MOTION** by Bruce MacIntire and seconded by Patrick Berry, Council voted unanimously to approve a funding agreement with SMART to provide regional transportation services.

**Council Boards and Commissions Updates: (21)**

- a. **San Miguel Watershed Coalition-Starr**
- b. **Colorado Flights Alliance-Jansen**
- c. **Transportation & Parking-MacIntire/Benitez**
- d. **Budget & Finance Committee-Caton/Gilbride**
- e. **Gondola Committee-Caton/Berry**
- f. **Colorado Communities for Climate Action-Berry**

Council requested that Mr. Berry draft a zero emissions vehicles policy letter on behalf of Town Council and to authorize the Mayor to sign.

- g. **San Miguel Authority for Regional Transportation -Benitez/Caton/Binder**
- h. **Eco Action Partners-Berry**
- i. **Telluride Historical Museum-Berry**
- j. **Telluride Conference Center-MacIntire**
- k. **Alliance for Inclusion-Berry/Benitez**
- l. **Green Team Committee- Berry/MacIntire**
- m. **Telluride Tourism Board-Jansen**
- n. **Community Grant Committee-Benitez/Binder**
- o. **Mayor's Update- Benitez**

**Staff Reports: (22)**

- a. **Mountain Munchkins Pre-School and Day Care**

Director Dawn Katz presented her report.

1. 2019 Budget Discussion

- b. **Town Manager**

Town Manager Kim Montgomery presented her report.

**Other Business: (23)**

**a. Consideration of a Request to Provide a Letter of Support for the Elk's Lodge \$35,000 Grant Application for Exterior Repair on Historic Building**

Jack Gilbride presented. Council discussion ensued. On a **MOTION** by Patrick Berry and seconded by Dan Caton, Council voted unanimously (with Dan Jansen and Natalie Binder absent) to approve a letter of support for the Elk's Lodge \$35,000 grant application for exterior repair on an historic building.

**b. State Public School Funding**

Jim Mahoney presented stating that legislation is being discussed that if passed could cause a considerable drop in school funding as well as an impact on property taxes. The legislation would declassify the Telluride School District as a rural district. Associate Town Attorney Sarah Abbott stated that at this time there is very little information available, but she will continue to monitor the issue.

**c. Consideration of a Letter of Support for the Colorado Outdoor Recreation and Economy Act (CORE)**

Kim Montgomery presented stating that Sheep Mountain Alliance Executive Director Lexi Tuddenham had asked for a letter of support during public comment at the February Town Council meeting. Council discussion ensued, and it was determined that further review of the Bill was needed. Council direction was to review the Bill distributed by Ms. Tuddenham and to notify Town Clerk Jackie Kennefick by 5 p.m. next Wednesday if Council members were in favor of authorizing the Mayor to sign and send a letter of support for CORE.

There being no further business, on a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted unanimously to adjourn the meeting at 3:39 p.m.

Respectfully prepared,

Susan Johnston  
Deputy Town Clerk

Respectfully submitted,

Jackie Kennefick  
Town Clerk

**Town of Mountain Village  
Proclamation**

**A Proclamation Declaring May 2019 as  
Mental Health Month**

WHEREAS, mental health is essential to everyone’s overall health and well-being; and

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS, there is a strong research that animal companionship, humor, spirituality, religion, recreation, social connections, and work-life balance can help all Americans protect their health and well-being; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with effective treatment, those individuals with mental health and other chronic health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen share the burden of mental health problems and have a responsibility to promote mental wellness and support prevention efforts.

THEREFORE, we, the Mountain Village Town Council, do hereby proclaim May 2019 as

**Mental Health Month**

NOW THEREFORE, as the Mountain Village Town Council, we also call upon the citizens, government agencies, public and private institutions, businesses and schools in the Town of Mountain Village to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

Dated this 25<sup>th</sup> day of April 2019

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

Laila Benitez, Mayor

Attest: \_\_\_\_\_

Susan Johnston, Deputy Town Clerk

**Town of Mountain Village  
Proclamation**

**A Proclamation Declaring May 2019 as  
Sexual Assault Awareness Month**

WHEREAS, sexual violence is widespread, and we must take action to prevent it;

WHEREAS, every 92 seconds an American is sexually assaulted and every 9 minutes, that victim is a child;

WHEREAS, it is estimated that less than 25% of rapes are reported and less than 1% result in a conviction;

WHEREAS, sexual violence thrives when it is not taken seriously and victim blaming goes unchecked.

NOW THEREFORE, we Mountain Village Town Council, do hereby proclaim the month of May 2019 as

**Sexual Assault Awareness Month**

In Mountain Village, we join advocates and communities across the country in not only raising awareness about sexual violence but also taking action to prevent it. The theme of this year's Sexual Assault Awareness Month campaign is "Awareness to Action". These past few years have brought more attention to the prevalence of sexual assault and harassment in our communities, but we must do more to stop it. We urge all people to actively be part of changing the culture; believe survivors, speak out against victim blaming, promote and practice everyday consent, model healthy communication for youth and hold perpetrators accountable for their actions.

Although we recognize May as Sexual Assault Awareness Month, each day of the year brings an opportunity to create change for the future by promoting safety, equality and respect.

Dated this 25<sup>th</sup> day of April 2019

\_\_\_\_\_  
Laila Benitez, Mayor

\_\_\_\_\_  
Susan Johnston, Deputy Town Clerk



**To: Town Council Acting as the Local Liquor Licensing Authority (LLA)**

**From: Deputy Clerk Susan Johnston**

**Date: 04/19/2019**

**Re: Consideration of a Special Event Liquor Permit Application**

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**Consideration of a Special Event Liquor Permit Application by Telluride Wine Festival Foundation for a Grand Tasting Event to be held in Heritage Plaza June 29, 2019**

The applicant has made changes to this application and staff would like to review the newly submitted application received April 19<sup>th</sup>, 2019 prior to Council review.

**Staff recommendation:** Motion to continue this item to the May 16, 2019 Town Council meeting.

**RESOLUTION OF THE TOWN COUNCIL OF  
THE TOWN OF MOUNTAIN VILLAGE, COLORADO  
SETTING MAIL BALLOT ELECTION  
FOR A GENERAL ELECTION TO BE HELD  
ON JUNE 25, 2019**

**NO. 2019-0425-**

**Recitals:**

- A. The Town of Mountain Village, Colorado desires to conduct a General Municipal Election on the last Tuesday in June, 2019, in accordance with the provisions of the Town Charter.
- B. The Mail Ballot Election Act provides for the conduct of a General Municipal Election by mail ballot.
- C. Town Council believes that it will be in the best interest of all the Registered Electors to conduct such election by mail ballot.

**NOW THEREFORE, BE IT RESOLVED**, that the Town Council directs the Town Clerk and the appropriate members of her staff to take such action as necessary to conduct the June 25, 2019 General Municipal Election in accordance with the Mountain Village Town Charter, the Mail Ballot Election Act and Title 31 - Article 10 of the Colorado Revised Statutes.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effect from April 25, 2019.

**ADOPTED AND APPROVED** by the Town Council at a regular meeting held on the 25th day of April 2019.

TOWN OF MOUNTAIN VILLAGE TOWN COUNCIL


By: \_\_\_\_\_  
Laila Benitez, Mayor

ATTEST:

By: \_\_\_\_\_  
Susan Johnston, Deputy Town Clerk

Approved as to Form:

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

 <b>Business and Government Activity Report</b> <b>For the month ending: March 31st</b>						
Activity	2019		2018		Variance	
	MONTH	YTD	MONTH	YTD	Variance	Variance %
<b>Cable/Internet</b>						
<i>In November 2018, bulk internet subscribers increased 8%</i>						
# Residential & Bulk Basic Cable	845	2,561	875	2,638	(77)	-3.4%
# Premium Channel Residential & Bulk Subscribers	421	1,280	488	1,477	(197)	-13.7%
# Digital Subscribers	211	649	225	685	(36)	-6.2%
# Internet Subscribers	1,976	5,946	1,767	5,298	648	11.8%
Average # Phone Subscribers	97	299	101	300	(1)	-4.0%
<b>Village Court Apartments</b>						
Occupancy Rate %	99.55%	99.24%	99.10%	98.64%	0.60%	0.6%
# Vacated Units	2	3	0	0	3	#DIV/0!
# Work Orders Completed	15	56	9	15	41	273.3%
# on Waiting List	158		103		55	53.4%
<b>Public Works</b>						
Service Calls	318	818	426	518	300	57.9%
Snow Fall Inches	111	252	27	135	117	86.7%
Snow Removal - Streets & Prkg Lots Hours	1,088	3,170	375	1,373	1,797	130.8%
Roadway Maintenance Hours	27	87	273	552	(465)	-84.2%
Water Billed Consumption Gal.	8,933,000	90,310,000	15,215,000	106,064,000	(15,754,000)	-14.9%
Sewage Treatment Gal.	11,747,000	30,576,000	10,164,000	23,842,000	6,734,000	28.2%
<b>Child Development Fund</b>						
# Infants & Toddlers Actual Occupancy	18.48	58.95	21.43	64.07	(5.12)	-8.0%
# Preschoolers Actual Occupancy	16.27	49.75	15.18	45.20	4.55	10.1%
<b>Transportation and Parking</b>						
GPG (noon snapshot)	11,984	31,797	9,485	25,977	5,820	22.4%
GPG Parking Utilization (% of total # of spaces occupied)	84.0%	76.8%	68.7%	62.7%	14.1%	22.5%
HPG (noon snapshot)	2,624	6,953	2,045	5,660	1,293	22.8%
HPG Parking Utilization (% of total # of spaces occupied)	79.9%	72.9%	64.3%	59.3%	13.6%	22.9%
Total Parking (noon snapshot)	19,477	52,676	16,293	46,139	6,537	14.2%
Parking Utilization (% of total # of spaces occupied)	77.7%	72.3%	67.1%	63.4%	8.9%	14.0%
Paid Parking Revenues	\$44,716	\$120,339	\$36,065	\$98,486	\$21,853	22.2%
Bus Routes # of Passengers	94	102	413	413	(311)	-75.3%
Employee Shuttle # of Passengers	1,491	4,632	1,456	4,205	427	10.2%
Employee Shuttle Utilization Rate %	53.4%	56.0%	50.2%	50.7%	5.30%	10.5%
Inbound (Vehicle) Traffic (Entrance) # of Cars	71,012	204,573	72,825	203,579	994	0.5%
<small>PART TIME: judge, town council, 11 child care SEASONAL: 1 recreation NEW HIRES: 1 gondola maint, 3 gops, 1 police, 1 IT, 1 water tech TERMS: 1 gond maint, 4 gondola ops, 1 road &amp; bridge, 1 seas recreation REASON FOR TERMS: 2 personal/family; 1 quit; 1 deceased; 2 other job; 1 end of season</small>						
<b>Human Resources</b>						
FT Year Round Head Count	82		82		0	0.0%
Seasonal Head Count (FT & PT)	0		2		(2)	-100.0%
PT Year Round Head Count	20		21		(1)	-4.8%
Gondola FT YR, Seasonal, PT YR Head Count	60		62		(2)	-3.2%
Total Employees	162		167		(5)	-3.0%
Gondola Overtime Paid Hours	544	910	191	765	146	19.1%
Other Employee Overtime Paid	55	270	22	138	132	95.8%
# New Hires Total New Hires	7	15	2	11	4	36.4%
# Terminations	8	17	8	15	2	13.3%
# Workmen Comp Claims	2	5	1	2	3	150.0%
Workmen Comp Claims Costs	\$4,103	\$1,644	\$0	\$504	\$1,140	226.2%
<b>Marketing &amp; Business Development</b>						
Town Hosted Meetings	5	15	5	14	1	7.1%
Email Correspondence Sent	15	35	5	16	19	118.8%
E-mail List #	6,384		4,688		0	36.2%
News Articles	15	27	na	na	#VALUE!	#VALUE!
Press Releases Sent	4	6	1	1	5	500.0%
<b>Gondola and RETA</b>						
<i>Current RETA revenues are unaudited</i>						
Gondola # of Passengers	426,700	1,139,369	354,887	980,973	158,396	16.1%
Chondola # of Passengers	34,291	101,436	31,100	93,050	8,386	9.0%
RETA fees collected by TMVOA	180,900	1,313,208	646,440	1,716,510	(\$403,302)	-23.5%

Activity	2019		2018		Variance			
	MONTH	YTD	MONTH	YTD	Variance	Variance %		
<b>Police</b> <i>"non custodial" Summons taken out of Arrests line</i>								
Calls for Service	#	404	1,110	425	1,164	(54)	-4.6%	
Investigations	#	24	65	19	68	(3)	-4.4%	
Alarms	#	38	113	22	59	54	91.5%	
Arrests	#	4	14	5	8	6	75.0%	
Summons	#	3	14	na	na	#VALUE!	#VALUE!	
Traffic Contacts	#	10	17	19	60	(43)	-71.7%	
Traffic Tickets Written	#	0	4	5	16	(12)	-75.0%	
Parking Tickets Written	#	525	1,401	464	1,182	219	18.5%	
Administrative Dismissals	#	5	20	13	25	(5)	-20.0%	
<b>Building/Planning</b>								
Community Development Revenues		\$15,189	\$54,596	\$57,032	\$106,728	(\$52,132)	-48.8%	
# Permits Issued		29	58	34	80	(22)	-27.5%	
Valuation of Mtn Village Remodel/New/Additions Permits		\$236,911	\$587,201	\$8,308,062	\$8,958,146	(\$8,370,945)	-93.4%	
Valuation Mtn Village Electric/Plumbing/Other Permits		\$35,725	\$187,934	\$108,100	\$198,538	(\$10,604)	-5.3%	
Valuation Telluride Electric/Plumbing Permits		\$278,850	\$629,850	\$309,450	\$950,617	(\$320,767)	-33.7%	
# Inspections Completed		145	450	181	613	(163)	-26.6%	
# Design Review/Zoning Agenda Items		16	34	15	32	2	6.3%	
# Staff Review Approvals		10	22	30	77	(55)	-71.4%	
<b>Recreation</b> <i>Winter - November 1 - April 30</i>								
Mile of Trails Maintained		14.7	44.1	14.7	36.4	7.70	21.2%	
Platform Tennis Registrations		46	131	36	106	25	23.6%	
Ice Rink Skaters		0	2285	0	2237	48	2.1%	
Snow Cat Hours		153	391	0	32	359	1113.7%	
<b>Plaza Services</b>								
Snow Removal Plaza	Hours	664	2111	107	775	1,336	172.4%	
Plaza Maintenance	Hours	317	918	577	1508	(590)	-39.1%	
Lawn Care	Hours	3	3	19	19	(16)	-86.5%	
Plant Care	Hours	31	54	52	90	(36)	-40.3%	
Irrigation	Hours	11	11	0	0	11	#DIV/0!	
TMV Trash Collection	Hours	133	324	135	380	(56)	-14.7%	
Christmas Decorations	Hours	188	410	226	707	(297)	-42.0%	
Residential Trash	Pound	21,900	69,600	21,600	65,550	4,050	6.2%	
Residential Recycle	Pound	39,366	113,358	27,001	95,247	18,111	19.0%	
Diversion Rate	%	64.25%	61.96%	55.56%	59.23%	2.72%	4.6%	
<b>Vehicle Maintenance</b>								
# Preventive Maintenance Performed		15	61	27	58	3	5.2%	
# Repairs Completed		20	64	35	106	(42)	-39.6%	
Special Projects		3	12	1	2	10	500.0%	
# Roadside Assists		0	1	0	0	1	#DIV/0!	
<b>Finance</b>								
# Other Business Licenses Issued		30	799	38	725	74	10.2%	
# Privately Licensed Rentals		1	68	1	71	(3)	-4.2%	
# Property Management Licensed Rentals		0	404	2	400	4	1.0%	
# Unique VRBO Property Advertisements Listings for MV		379	412	412	(33)	-8.0%		
# Paperless Billing Accts (YTD is total paperless customers)		10	915	12	838	77	9.2%	
# of TMV AR Bills Processed		2,086	6,352	2,160	6,491	(139)	-2.1%	
<b>Accounts Receivable</b>								
Current	TMV Operating Receivables (includes Gondola funding)		Utilities - Broadband and Water/Sewer		VCA - Village Court Apartments		General Fund Investment Activity	
	\$567,522	97.6%	\$364,331	75.2%	\$6,079	50.0%		Change in Value (Month)
30+ Days	7,925	1.4%	103,777	21.4%	4,956	40.8%	Ending Balance	\$9,477,200
60+ Days	4,027	0.7%	10,742	2.2%	1,123	9.2%	Investment Income (Month)	\$11,219
90+ Days	41	0.0%	3,839	0.8%	-	0.0%	Portfolio Yield	2.27%
over 120 days	1,864	0.3%	2,023	0.4%	-	0.0%	Yield Change (Month)	+0.02%
Total	\$ 581,379	100.0%	\$ 484,712	100.0%	\$ 12,158	100.0%		
Current	Other Billings - CDF, Construction Parking		Total All AR		Change Since Last Month - Increase (Decrease) in AR		Other Statistics	
	\$2,556	35.3%	\$ 940,488	86.6%	\$ 200,156	72.0%		Population (estimated)
30+ Days	613	8.5%	117,271	10.8%	66,205	23.8%	(Active) Registered Voters	883
60+ Days	306	4.2%	16,198	1.5%	8,117	2.9%	Property Valuation	290,861,460
90+ Days	-	0.0%	3,880	0.4%	2,023	0.7%		
over 120 days	3,766	52.0%	7,653	0.7%	1,444	0.5%		
Total	\$ 7,241	100.0%	\$ 1,085,490	100.0%	\$ 277,945	100.0%		

**Town of Mountain Village Broadband Subscriber Statistics**

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
<b>2019 EBU Subscribers</b>												
Basic - Residential	657	639	635	0	0	0	0	0	0	0	0	0
<b>Increase (Decrease) - Prior Year</b>	<b>-1.20%</b>	<b>-4.05%</b>	<b>-3.20%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>
Basic - Bulk	210	210	210	0	0	0	0	0	0	0	0	0
<b>Increase (Decrease) - Prior Year</b>	<b>-2.78%</b>	<b>-2.78%</b>	<b>-4.11%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>
Premium - Residential	252	249	242	0	0	0	0	0	0	0	0	0
<b>Increase (Decrease) - Prior Year</b>	<b>-11.27%</b>	<b>-10.11%</b>	<b>-11.68%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>
Premium - Bulk	179	179	179	0	0	0	0	0	0	0	0	0
<b>Increase (Decrease) - Prior Year</b>	<b>-16.36%</b>	<b>-16.36%</b>	<b>-16.36%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>
Digital	218	220	211	0	0	0	0	0	0	0	0	0
<b>Increase (Decrease) - Prior Year</b>	<b>-5.22%</b>	<b>-4.35%</b>	<b>-6.22%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>
Internet	1,989	1,981	1,976	0	0	0	0	0	0	0	0	0
<b>Increase (Decrease) - Prior Year</b>	<b>12.12%</b>	<b>12.75%</b>	<b>11.83%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>
Phone	101	101	97	0	0	0	0	0	0	0	0	0
<b>Increase (Decrease) - Prior Year</b>	<b>0.00%</b>	<b>3.06%</b>	<b>-3.96%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>	<b>-100.00%</b>

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
<b>2018 EBU Subscribers</b>												
Basic - Residential	665	666	656	600	590	618	647	646	629	586	573	587
<b>Increase (Decrease) - Prior Year</b>	<b>2.47%</b>	<b>1.99%</b>	<b>1.08%</b>	<b>0.67%</b>	<b>3.33%</b>	<b>2.83%</b>	<b>0.62%</b>	<b>0.94%</b>	<b>1.29%</b>	<b>0.00%</b>	<b>-0.69%</b>	<b>-3.77%</b>
Basic - Bulk	216	216	219	220	220	220	220	220	220	220	220	220
<b>Increase (Decrease) - Prior Year</b>	<b>-17.24%</b>	<b>-8.86%</b>	<b>-7.59%</b>	<b>-7.17%</b>	<b>-7.56%</b>	<b>-7.95%</b>	<b>-7.95%</b>	<b>-7.95%</b>	<b>0.00%</b>	<b>-0.90%</b>	<b>-0.90%</b>	<b>-1.35%</b>
Premium - Residential	284	277	274	257	255	262	270	262	252	238	235	235
<b>Increase (Decrease) - Prior Year</b>	<b>-16.22%</b>	<b>-18.29%</b>	<b>-18.45%</b>	<b>-14.62%</b>	<b>-11.76%</b>	<b>-10.88%</b>	<b>-10.60%</b>	<b>-12.67%</b>	<b>-13.40%</b>	<b>-13.14%</b>	<b>-12.64%</b>	<b>-15.77%</b>
Premium - Bulk	214	214	214	214	214	214	214	214	205	214	214	214
<b>Increase (Decrease) - Prior Year</b>	<b>4.39%</b>	<b>3.88%</b>	<b>3.88%</b>	<b>3.88%</b>	<b>3.38%</b>	<b>3.38%</b>	<b>3.38%</b>	<b>2.88%</b>	<b>15.82%</b>	<b>10.88%</b>	<b>10.31%</b>	<b>10.31%</b>
Digital	230	230	225	207	206	214	228	224	216	204	200	207
<b>Increase (Decrease) - Prior Year</b>	<b>-13.53%</b>	<b>-13.86%</b>	<b>-15.41%</b>	<b>-14.46%</b>	<b>-13.08%</b>	<b>-12.30%</b>	<b>-12.98%</b>	<b>-15.15%</b>	<b>-2.70%</b>	<b>-3.32%</b>	<b>-1.48%</b>	<b>-4.61%</b>
Internet	1,774	1,757	1,767	1,731	1,714	1,747	1,779	1,772	1,764	1,730	1,862	1,878
<b>Increase (Decrease) - Prior Year</b>	<b>0.17%</b>	<b>-0.73%</b>	<b>0.06%</b>	<b>3.96%</b>	<b>2.57%</b>	<b>2.04%</b>	<b>2.30%</b>	<b>0.11%</b>	<b>1.38%</b>	<b>2.61%</b>	<b>9.92%</b>	<b>7.62%</b>
Phone	101	98	101	101	103	102	102	102	101	101	99	99
<b>Increase (Decrease) - Prior Year</b>	<b>-9.01%</b>	<b>-10.09%</b>	<b>2.02%</b>	<b>-7.34%</b>	<b>4.04%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>0.00%</b>	<b>-1.94%</b>	<b>-1.94%</b>	<b>-2.94%</b>	<b>-2.94%</b>

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
<b>2017 EBU Subscribers</b>												
Basic - Residential	649	653	649	596	571	601	643	640	621	586	577	610
<b>Increase (Decrease) - Prior Year</b>	<b>-5.12%</b>	<b>14.76%</b>	<b>-1.82%</b>	<b>6.81%</b>	<b>-7.75%</b>	<b>-0.66%</b>	<b>-0.16%</b>	<b>2.56%</b>	<b>0.49%</b>	<b>-0.34%</b>	<b>0.17%</b>	<b>-1.77%</b>
Basic - Bulk	261	237	237	237	238	239	239	239	220	222	222	223
<b>Increase (Decrease) - Prior Year</b>	<b>-19.94%</b>	<b>-27.30%</b>	<b>-23.55%</b>	<b>-23.55%</b>	<b>-23.23%</b>	<b>-22.40%</b>	<b>-22.40%</b>	<b>-22.40%</b>	<b>-28.34%</b>	<b>-27.69%</b>	<b>-27.92%</b>	<b>-27.60%</b>
Premium - Residential	339	339	336	301	289	294	302	300	291	274	269	279
<b>Increase (Decrease) - Prior Year</b>	<b>20.21%</b>	<b>20.21%</b>	<b>18.73%</b>	<b>4.88%</b>	<b>-32.16%</b>	<b>-7.26%</b>	<b>-10.65%</b>	<b>-5.66%</b>	<b>-10.74%</b>	<b>-9.57%</b>	<b>-12.38%</b>	<b>-12.81%</b>
Premium - Bulk	205	206	206	206	207	207	207	208	177	193	194	194
<b>Increase (Decrease) - Prior Year</b>	<b>-14.23%</b>	<b>-13.81%</b>	<b>-3.29%</b>	<b>-3.29%</b>	<b>-2.82%</b>	<b>-2.82%</b>	<b>-2.82%</b>	<b>-2.35%</b>	<b>-16.90%</b>	<b>-9.39%</b>	<b>-8.92%</b>	<b>-8.92%</b>
Digital	266	267	266	242	237	244	262	264	222	211	203	217
<b>Increase (Decrease) - Prior Year</b>	<b>2.31%</b>	<b>-8.87%</b>	<b>-10.44%</b>	<b>-13.88%</b>	<b>-11.24%</b>	<b>-6.15%</b>	<b>-3.68%</b>	<b>0.00%</b>	<b>-15.59%</b>	<b>-13.88%</b>	<b>-15.42%</b>	<b>-14.90%</b>
Internet	1,771	1,770	1,766	1,665	1,671	1,712	1,739	1,770	1,740	1,686	1,694	1,745
<b>Increase (Decrease) - Prior Year</b>	<b>8.05%</b>	<b>5.86%</b>	<b>6.45%</b>	<b>4.98%</b>	<b>2.08%</b>	<b>3.82%</b>	<b>2.72%</b>	<b>5.48%</b>	<b>3.94%</b>	<b>11.07%</b>	<b>-3.53%</b>	<b>1.28%</b>
Phone	111	109	99	109	99	100	100	102	103	103	102	102
<b>Increase (Decrease) - Prior Year</b>	<b>18.09%</b>	<b>15.96%</b>	<b>3.13%</b>	<b>11.22%</b>	<b>0.00%</b>	<b>6.38%</b>	<b>-3.85%</b>	<b>-1.92%</b>	<b>-6.36%</b>	<b>-3.74%</b>	<b>-1.92%</b>	<b>-4.67%</b>

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
<b>2016 EBU Subscribers</b>												
Basic - Residential	684	569	661	558	619	605	644	624	618	588	576	621
<b>Increase (Decrease) - Prior Year</b>												
Basic - Bulk	326	326	310	310	310	308	308	308	307	307	308	308
<b>Increase (Decrease) - Prior Year</b>												
Premium - Residential	282	282	283	287	426	317	338	318	326	303	307	320
<b>Increase (Decrease) - Prior Year</b>												
Premium - Bulk	239	239	213	213	213	213	213	213	213	213	213	213
<b>Increase (Decrease) - Prior Year</b>												
Digital	260	293	297	281	267	260	272	264	263	245	240	255
<b>Increase (Decrease) - Prior Year</b>												
Internet	1,639	1,672	1,659	1,586	1,637	1,649	1,693	1,678	1,674	1,518	1,756	1,723
<b>Increase (Decrease) - Prior Year</b>												
Phone	94	94	96	98	99	94	104	104	110	107	104	107
<b>Increase (Decrease) - Prior Year</b>												



Memorandum

To: Town Council
From: Kevin Swain, Finance Director
Date: April 17, 2019
Re: Town of Mountain Village Financial Statements through February 2019

Mountain Village Financials Statements through February 2019

General Fund Summary

Activity is as expected at this early time of the year. The General Fund reflects a surplus of \$1.54 million. Permit and use taxes are under prior year and budget. Sales taxes show an increase of 12% over prior year and 9% over budget. Revenues of \$2.9 million were under the budget by \$218,000 due mainly to property tax collections and development related revenues. Intergovernmental is under budget and prior year because of the timing of Road & Bridge tax remittances by the county. In other funds, Tourism revenues are 10% over budget and 9% over prior year. Parking revenues are over budget and prior year mainly due to HPG. Water revenues are under budget and prior year due to snowmaking.

Total GF operating expenditures of \$1.3 million were under budget by \$115,621. This is primarily due to utilities in Plaza Services, personnel costs in Police and ice rink expense in Parks & Recreation. GF budget overages occurred in Legal (litigation) and HR (recruiting). Water and sewer expenditures are under budget largely because of electric (directly tied to snowmaking) and regional sewer (billed by the Town of Telluride).

Transfers to other funds include:

Table with 5 columns: Fund, This Month, YTD Budget, YTD Actual, Budget Variance. Rows include Capital Projects Fund, Child Development Fund, Conference Center Subsidy, Affordable Housing Development Fund, and Vehicle & Equipment Acquisition Fund.

Income transfers from other funds include:

Table with 5 columns: Fund, This Month, YTD Budget, YTD Actual, Budget Variance. Rows include Overhead allocation from Broadband, W/S, Gondola, VCA and Parking Services, \*Tourism Fund, and Debt Service Fund.

**Vehicle and Equipment Acquisition Fund – No Fund Income Statement Attached**

There has been no activity in this fund to date.

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

There has been no activity in this fund to date.

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

\$32,702 in property taxes were collected and \$32,048 was tendered to the historical museum. The county treasurer retained \$654 in treasurer’s fees.

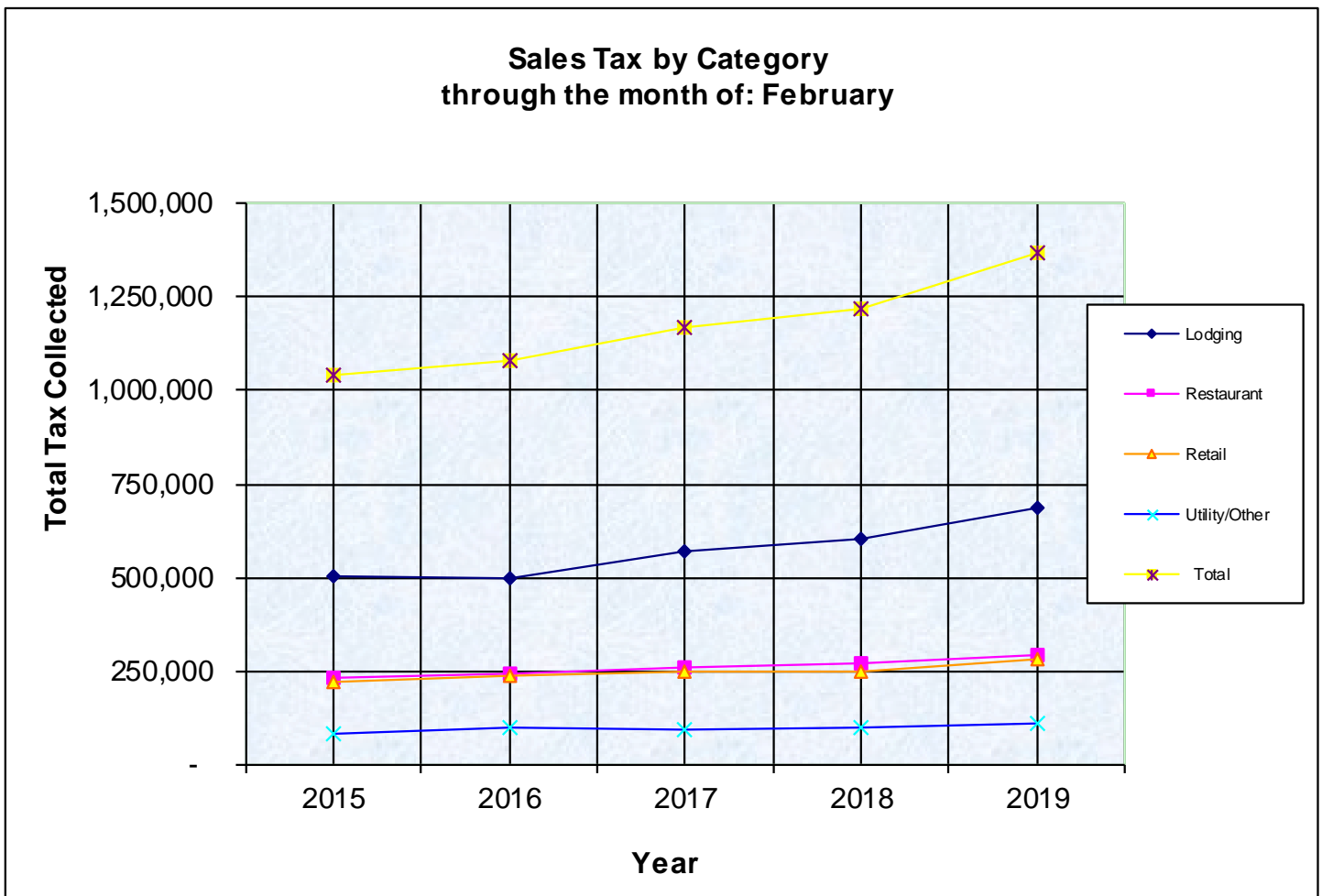
**Mortgage Assistance Fund – No Fund Income Statement Attached**

There has been no activity in this fund to date.

**Sales Tax**

Sales taxes of \$1.37 million are 12.4% over 2018 through this period and are over budget by 9%. Lodging shows the highest growth at 14%, followed by retail at 13.8%.

Actual Sales Tax Base By Class, Through February 2019										
Category	Actual 2015	Actual 2016	PY % Increase	Actual 2017	PY % Increase	Actual 2018	PY % Increase	Actual 2019	PY \$ Variance	PY % Increase
	4.5%	4.5%	2015 to 2016	4.5%	2016 to 2017	4.5%	2017 to 2018	4.5%	2018 to 2019	2018 to 2019
Lodging	11,233,286	11,105,325	-1%	12,662,028	14%	13,398,406	6%	15,270,950	1,872,544	13.98%
Restaurant	5,126,974	5,441,740	6%	5,711,921	5%	6,016,435	5%	6,497,982	481,547	8.00%
Retail	4,883,966	5,244,704	7%	5,560,474	6%	5,538,264	0%	6,303,214	764,950	13.81%
Utility/Other	1,845,506	2,165,546	17%	2,067,198	-5%	2,160,089	4%	2,392,712	232,623	10.77%
<b>Total</b>	<b>23,089,733</b>	<b>23,957,315</b>	<b>4%</b>	<b>26,001,620</b>	<b>9%</b>	<b>27,113,194</b>	<b>4%</b>	<b>30,464,858</b>	<b>3,351,664</b>	<b>12.36%</b>



## Tourism Fund

2019 restaurant taxes totaling \$129,080 have been collected and \$126,498 was tendered to the airline guarantee program. \$610,189 in lodging taxes were collected and \$603,606 was tendered to the airline guarantee program and to MTI. The Town retained \$9,165 in administrative fees, and penalties and interest of \$630.

Lodging taxes are exceeding prior year by 13.9% and exceeded budget by 14.2%. Restaurant taxes are ahead of prior year and budget by 7.3% and 9.6%, respectively.

### Town of Mountain Village Colorado Lodging Tax Summary

	2015 Activity (4%)	2016 Activity (4%)	2017 Activity (4%)	2018 Activity (4%)	2019 Activity (4%)	2018 Var %	2019 Budget	Budget Var %
January	216,904	193,815	245,628	273,707	300,246	9.70%	252,909	15.77%
February	231,700	249,339	260,809	262,096	309,943	18.26%	270,687	12.67%
March	303,173	304,515	312,990	320,999	-	-100.00%	323,700	#DIV/0!
April	12,319	7,638	8,353	18,205	-	-100.00%	8,978	#DIV/0!
May	15,282	16,633	12,493	18,134	-	-100.00%	12,856	#DIV/0!
June	84,204	106,415	122,193	137,664	-	-100.00%	126,812	#DIV/0!
July	136,711	153,342	158,585	170,730	-	-100.00%	165,183	#DIV/0!
August	88,990	111,760	112,264	136,080	-	-100.00%	116,767	#DIV/0!
September	113,475	139,363	148,624	170,776	-	-100.00%	154,789	#DIV/0!
October	22,812	31,322	34,399	34,696	-	-100.00%	35,189	#DIV/0!
November	11,372	14,725	18,535	17,307	-	-100.00%	17,954	#DIV/0!
December	226,508	261,808	290,248	282,540	-	-100.00%	279,101	#DIV/0!
<b>Total</b>	<b>1,463,449</b>	<b>1,590,676</b>	<b>1,725,120</b>	<b>1,842,935</b>	<b>610,189</b>	<b>-66.89%</b>	<b>1,764,925</b>	<b>-189.24%</b>
<b>Tax Base</b>	<b>36,586,237</b>	<b>39,766,902</b>	<b>43,128,003</b>	<b>46,073,371</b>	<b>15,254,714</b>		<b>44,123,125</b>	

### Town of Mountain Village Colorado Restaurant/Bar Tax Summary

	2015 Activity (2%)	2016 Activity (2%)	2017 Activity (2%)	2018 Activity (2%)	2019 Activity (2%)	2018 Var %	2019 Budget	Budget Var %
January	46,261	48,594	54,097	57,188	62,656	9.56%	55,332	11.69%
February	53,871	60,243	60,144	63,140	66,425	5.20%	61,384	7.59%
March	60,420	71,171	74,202	75,202	-	-100.00%	76,082	#DIV/0!
April	2,876	1,511	1,829	7,119	-	-100.00%	1,946	#DIV/0!
May	5,457	4,568	4,448	4,838	-	-100.00%	4,539	#DIV/0!
June	25,426	34,359	34,365	39,048	-	-100.00%	35,015	#DIV/0!
July	40,081	44,827	46,470	46,603	-	-100.00%	47,551	#DIV/0!
August	29,015	35,020	34,998	39,031	-	-100.00%	35,879	#DIV/0!
September	32,169	36,195	39,291	36,920	-	-100.00%	40,202	#DIV/0!
October	9,492	11,312	13,519	12,695	-	-100.00%	13,833	#DIV/0!
November	6,637	5,099	5,352	7,221	-	-100.00%	5,620	#DIV/0!
December	55,055	59,070	54,303	53,383	-	-100.00%	54,900	#DIV/0!
<b>Total</b>	<b>366,759</b>	<b>411,969</b>	<b>423,017</b>	<b>442,390</b>	<b>129,080</b>	<b>-70.82%</b>	<b>432,283</b>	<b>-234.89%</b>
<b>Tax Base</b>	<b>18,337,941</b>	<b>20,598,437</b>	<b>21,150,852</b>	<b>22,119,524</b>	<b>6,454,018</b>		<b>21,614,150</b>	

Business license fees of \$285,489 are over budget (1%) and prior year (1%). \$268,359 was remitted to MTI and \$18,646 in admin fees and penalties were transferred to the General Fund.



**Town of Mountain Village Monthly Revenue and Expenditure Report  
February 2019**

	2019					2018	2017	2016	
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
<b>Revenues</b>									
Charges for Services	\$ 91,543	\$ 80,769	\$ 10,774	13.34%	\$ 319,535	\$ 227,992	\$ 16,193	\$65,813	\$42,334
Contributions	-	-	-	#DIV/0!	43,438	43,438	-	29,709	14,202
Fines and Forfeits	1,015	72	943	1309.72%	6,077	5,062	480	(288)	2,608
Interest Income	39,521	3,132	36,389	1161.85%	45,000	5,479	(10,237)	12,911	25,662
Intergovernmental	16,427	122,342	(105,915)	-86.57%	552,131	535,704	125,051	107,049	95,925
Licenses and Permits	19,995	24,959	(4,964)	-19.89%	337,708	317,713	25,069	29,474	21,914
Miscellaneous Revenues	15,473	24,119	(8,646)	-35.85%	79,118	63,645	8,265	13,780	16,239
Taxes and Assessments	2,734,111	2,881,175	(147,064)	-5.10%	9,232,575	6,498,464	2,805,795	2,566,869	2,318,115
<b>Total Revenues</b>	<b>2,918,085</b>	<b>3,136,568</b>	<b>(218,483)</b>	<b>-6.97%</b>	<b>10,615,582</b>	<b>7,697,497</b>	<b>2,970,616</b>	<b>2,825,317</b>	<b>2,536,999</b>
<b>Operating Expenses</b>									
Legislation & Council	8,998	9,249	(251)	-2.71%	88,253	79,255	10,161	5,791	10,835
Town Manager	40,793	38,537	2,256	5.85%	329,148	288,355	38,520	37,833	38,129
Administrative Services	54,441	56,014	(1,573)	-2.81%	393,681	339,240	52,292	56,264	53,585
Finance	217,959	222,756	(4,797)	-2.15%	854,225	636,266	221,516	216,184	214,486
Technical	71,664	73,001	(1,337)	-1.83%	391,173	319,509	97,046	62,785	58,521
Human Resources	55,566	51,411	4,155	8.08%	341,293	285,727	51,412	49,489	52,609
Town Attorney	88,426	79,008	9,418	11.92%	460,000	371,574	69,949	69,048	99,003
Communications and Business Development	53,865	53,983	(118)	-0.22%	507,388	453,523	45,139	42,551	64,209
Municipal Court	4,723	4,712	11	0.23%	32,541	27,818	3,805	4,036	4,154
Police Department	139,118	162,905	(23,787)	-14.60%	978,923	839,805	138,300	130,315	114,883
Community Services	8,366	8,356	10	0.12%	54,529	46,163	7,268	7,194	7,164
Community Grants and Contributions	8,363	8,850	(487)	-5.50%	120,350	111,987	8,850	-	-
Roads and Bridges	115,240	121,285	(6,045)	-4.98%	1,135,064	1,019,824	111,762	116,601	116,872
Vehicle Maintenance	60,960	75,893	(14,933)	-19.68%	444,492	383,532	71,635	71,771	80,599
Municipal Bus	11,824	19,228	(7,404)	-38.51%	266,181	254,357	13,386	11,403	27,549
Employee Shuttle	6,405	10,661	(4,256)	-39.92%	88,032	81,627	7,940	6,569	11,005
Parks & Recreation	64,097	91,799	(27,702)	-30.18%	562,537	498,440	105,788	54,454	68,189
Plaza Services	191,226	222,927	(31,701)	-14.22%	1,335,738	1,144,512	203,616	158,246	372,761
Public Refuse Removal	9,685	10,074	(389)	-3.86%	65,083	55,398	9,250	6,570	6,154
Building/Facility Maintenance	45,187	37,734	7,453	19.75%	251,168	205,981	21,094	30,530	21,872
Building Division	29,392	42,659	(13,267)	-31.10%	525,767	496,375	40,643	122,720	41,924
Housing Division Office	2,708	2,942	(234)	-7.95%	20,706	17,998	2,684	3,168	3,105
Planning and Zoning Division	45,424	52,393	(6,969)	-13.30%	475,343	429,919	47,307	45,971	43,435
Contingency	-	-	-	#DIV/0!	97,216	94,508	-	-	-
<b>Total Operating Expenses</b>	<b>1,334,430</b>	<b>1,456,377</b>	<b>(121,947)</b>	<b>-8.37%</b>	<b>9,818,831</b>	<b>8,481,693</b>	<b>1,379,363</b>	<b>1,309,493</b>	<b>1,511,043</b>
Surplus / Deficit	1,583,655	1,680,191	(96,536)	-5.75%	796,751	(784,196)	1,591,253	1,515,824	1,025,956
Capital Outlay	14,121	15,205	(1,084)	-7.13%	622,000	607,879	851	16,272	4,301

	2019						2018	2017	2016
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
Surplus / Deficit	1,569,534	1,664,986	(95,452)	-5.73%	174,751	(1,394,783)	1,590,402	1,499,552	1,021,655
<b>Other Sources and Uses</b>									
Sale of Assets	12,233	-	12,233	#DIV/0!	-	(12,233)	13,252	-	4,822
Transfer (To) From Affordable Housing	(150,469)	(139,361)	(11,108)	7.97%	(484,453)	(333,984)	(136,055)	(129,799)	(119,720)
Transfer (To) From Broadband	-	-	-	#DIV/0!	(1,367,588)	(1,367,588)	-	-	-
Transfer (To) From Child Development	-	-	-	#DIV/0!	(191,850)	(158,196)	-	-	(633)
Transfer (To) From Capital Projects	-	-	-	#DIV/0!	(75,000)	(100,338)	(8,242)	(10,311)	-
Transfer (To) From Debt Service	4,423	6,386	(1,963)	-30.74%	32,000	(84,508)	5,849	25,012	24,200
Transfer (To) From Overhead Allocation	116,508	92,503	24,005	25.95%	591,008	474,500	84,664	79,215	-
Transfer (To) From Parking Services	-	-	-	#DIV/0!	(58,490)	(58,490)	-	-	-
Transfer (To) From Conference Center	(33,654)	(34,246)	592	-1.73%	(262,033)	(262,033)	(52,559)	(50,710)	(49,120)
Transfer (To) From Tourism	25,338	25,631	(293)	-1.14%	33,682	29,259	25,365	28,166	3,600
Transfer (To) From Vehicle/Equipment	-	-	-	#DIV/0!	(249,231)	(249,231)	(39,130)	(260,646)	(67,626)
Transfer (To) From Water/Sewer	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>(25,621)</b>	<b>(49,087)</b>	<b>23,466</b>	<b>-47.80%</b>	<b>(2,031,955)</b>	<b>(2,122,842)</b>	<b>(106,857)</b>	<b>(319,072)</b>	<b>(204,477)</b>
Surplus / Deficit	\$ 1,543,913	\$ 1,615,900	\$ (71,987)	-4.45%	\$ (1,857,204)	\$ (3,517,625)	\$ 1,483,545	\$ 1,180,480	\$ 817,178

<u>Beginning Fund Balance Components</u>	<u>Actual YTD</u>	<u>Annual Budget</u>
Emergency Reserve	\$ 3,436,591	\$ 3,436,591
Unreserved	8,519,405	6,806,730
<b>Beginning Fund Balance</b>	<b>\$ 11,955,996</b>	<b>\$ 10,243,321</b>
<u>YTD Ending Fund Balance Components</u>		
Emergency Reserve	\$ 3,436,591	\$ 3,436,591
Health Care Premium Savings Reserve	50,000	50,000
Facility Maint Reserve	155,000	155,000
Unreserved	9,858,318	4,744,526
<b>Ending Fund Balance</b>	<b>\$ 13,499,909</b>	<b>\$ 8,386,117</b>

**Town of Mountain Village Monthly Revenue and Expenditure Report  
February 2019**

	2019						2018	2017	2016
	Actual	Budget	Budget	Budget	Annual	Budget	Actual	Actual	Actual
	YTD	YTD	Variance	Variance	Budget	Balance	YTD	YTD	YTD
		(\$)	(%)						
<b>Tourism Fund</b>									
<b>Revenues</b>									
Business License Fees	\$ 285,489	\$ 283,781	\$ 1,708	1%	\$ 315,307	\$ 29,818	\$ 282,202	\$279,536	\$260,605
Lodging Taxes - Condos/Homes	356,321	312,260	44,061	14%	966,629	610,308	324,865	293,204	242,926
Lodging Taxes - Hotels	254,200	216,795	37,405	17%	857,199	602,999	210,938	213,233	200,229
Lodging Taxes - Prior Year	2,277	-	2,277	#DIV/0!	-	(2,277)	3,129	476	610
Penalties and Interest	2,146	3,436	(1,290)	-38%	21,000	18,854	3,081	1,505	4,131
Restaurant Taxes	129,080	121,596	7,484	6%	445,251	316,171	120,329	114,241	108,837
Restaurant Taxes - Prior Year	1,779	-	1,779	#DIV/0!	-	(1,779)	394	-	-
<b>Total Revenues</b>	<b>1,031,292</b>	<b>937,868</b>	<b>93,424</b>	<b>10%</b>	<b>2,605,386</b>	<b>1,574,094</b>	<b>944,938</b>	<b>902,195</b>	<b>817,337</b>
<b>Tourism Funding</b>									
Additional Funding	5,746	5,200	546	11%	40,000	34,254	5,147	-	25,000
Airline Guaranty Funding	428,513	378,401	50,112	13%	1,330,021	901,508	382,385	360,344	324,105
MTI Funding	571,695	528,636	43,058	8%	1,199,183	627,488	532,041	513,686	464,632
<b>Total Tourism Funding</b>	<b>1,005,954</b>	<b>912,237</b>	<b>93,717</b>	<b>91%</b>	<b>2,569,204</b>	<b>1,563,250</b>	<b>919,573</b>	<b>874,029</b>	<b>813,737</b>
Surplus / Deficit	25,338	25,631	(293)	-1%	36,182	10,844	25,365	28,166	3,600
<b>Administrative Fees</b>									
Audit Fees	-	-	-	#DIV/0!	2,500	2,500	-	-	-
<b>Total Administrative Fees</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>	<b>2,500</b>	<b>2,500</b>	<b>-</b>	<b>-</b>	<b>-</b>
Surplus / Deficit	25,338	25,631	(293)	-1%	33,682	8,344	25,365	28,166	3,600
<b>Other Sources and Uses</b>									
Transfer (To) From Other Funds	(25,338)	(25,631)	293	-1%	(33,682)	(8,344)	(25,365)	(28,166)	(3,600)
<b>Total Other Sources and Uses</b>	<b>(25,338)</b>	<b>(25,631)</b>	<b>293</b>	<b>-1%</b>	<b>(33,682)</b>	<b>(8,344)</b>	<b>(25,365)</b>	<b>(28,166)</b>	<b>(3,600)</b>
Surplus / Deficit	\$ -	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -

**Town of Mountain Village Monthly Revenue and Expenditure Report  
February 2019**

	2019				2018	2017	2016		
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
<b>Parking Services Fund</b>									
<b>Revenues</b>									
Contributions/Shared Facility Expenses	\$ -	\$ -	\$ -	#DIV/0!	\$ 13,473	\$ 13,473	\$ -	\$ -	\$ -
Fines and Forfeits	10,445	5,581	4,864	87%	30,000	19,555	7,494	5,190	7,455
Gondola Parking Garage	9,050	6,774	2,276	34%	75,000	65,950	7,890	9,485	7,800
Heritage Parking Garage	57,473	40,763	16,710	41%	175,000	117,527	48,277	52,421	35,932
Parking in Lieu Buyouts	-	-	-	#DIV/0!	-	-	-	-	-
Parking Meter Revenues	5,390	3,215	2,175	68%	18,000	12,610	3,914	2,688	564
Parking Permits	3,710	1,989	1,721	87%	12,000	8,290	2,340	2,170	2,250
Special Event Parking	-	-	-	#DIV/0!	120,000	120,000	-	20,000	60
<b>Total Revenues</b>	<b>86,068</b>	<b>58,322</b>	<b>27,746</b>	<b>48%</b>	<b>443,473</b>	<b>357,405</b>	<b>69,915</b>	<b>91,954</b>	<b>54,061</b>
<b>Operating Expenses</b>									
Other Operating Expenses	818	914	(96)	-11%	24,769	23,951	624	609	599
Personnel Expenses	22,920	23,073	(153)	-1%	139,202	116,282	19,494	18,990	25,789
Gondola Parking Garage	9,404	9,025	379	4%	118,084	108,680	6,262	5,256	11,363
Surface Lots	679	1,275	(596)	-47%	28,900	28,221	967	1,772	2,607
Heritage Parking Garage	15,204	18,815	(3,611)	-19%	105,735	90,531	13,333	8,433	11,465
Meadows Parking	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Operating Expenses</b>	<b>49,025</b>	<b>53,102</b>	<b>(4,077)</b>	<b>-8%</b>	<b>416,690</b>	<b>367,665</b>	<b>40,680</b>	<b>35,060</b>	<b>51,823</b>
Surplus / Deficit	37,043	5,220	31,823	610%	26,783	(10,260)	29,235	56,894	2,238
<b>Capital</b>									
Capital	-	-	-	#DIV/0!	129,800	129,800	-	-	10,895
Surplus / Deficit	37,043	5,220	31,823	610%	(103,017)	(140,060)	29,235	56,894	(8,657)
<b>Other Sources and Uses</b>									
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Overhead Allocation	(8,267)	(8,267)	-	0%	(41,337)	(33,070)	(5,071)	(4,853)	(5,483)
Transfer (To) From General Fund	-	-	-	#DIV/0!	58,490	58,490	-	-	-
<b>Total Other Sources and Uses</b>	<b>(8,267)</b>	<b>(8,267)</b>	<b>-</b>	<b>0%</b>	<b>17,153</b>	<b>25,420</b>	<b>(5,071)</b>	<b>(4,853)</b>	<b>(5,483)</b>
Surplus / Deficit	\$ 28,776	\$ (3,047)	\$ 31,823	-1044%	\$ (85,864)		\$ 24,164	\$ 52,041	\$ (14,140)
<b>Beginning Fund Balance</b>	\$ 232,422	\$ 85,864	\$ 146,558						
<b>Ending Fund Balance</b>	\$ 261,198	\$ 82,817	\$ 178,381						

**Town of Mountain Village Monthly Revenue and Expenditure Report  
February 2019**

	2019					2018	2017	2016	
	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	\$ 1,896	\$ -	\$ 1,896	#DIV/0!	\$ -	\$ (1,896)	\$ 2,667	\$ -	\$ 4,944
Event Operations Funding - TOT	-	-	-	#DIV/0!	36,000	36,000	-	-	-
Operations Grant Funding	-	-	-	#DIV/0!	-	-	119	4,290	-
Capital/MR&R Grant Funding	-	-	-	#DIV/0!	141,240	141,240	203,153	88,000	-
Insurance Proceeds	-	-	-	#DIV/0!	390,800	390,800	-	-	-
Miscellaneous Revenues	-	-	-	#DIV/0!	-	-	661	-	158
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	3,350
TMVOA Operating Contributions	597,981	617,177	(19,196)	-3.11%	3,591,568	2,993,587	683,089	547,862	582,015
TMVOA Capital/MR&R Contributions	23,894	24,862	(968)	-3.89%	1,439,138	1,415,244	104,703	318,535	131,554
TSG 1% Lift Sales	102,091	91,432	10,659	11.66%	200,000	97,909	-	95,500	88,162
<b>Total Revenues</b>	<b>725,862</b>	<b>733,471</b>	<b>(7,609)</b>	<b>-1.04%</b>	<b>5,798,746</b>	<b>5,072,884</b>	<b>994,392</b>	<b>1,054,187</b>	<b>810,182</b>
<b>Operating Expenses</b>									
Overhead Allocation Transfer	7,306	7,500	(194)	-2.59%	45,000	37,694	9,769	7,918	8,076
MAARS	9,610	11,761	(2,151)	-18.29%	76,246	66,636	9,521	10,013	9,698
Chondola	42,853	50,613	(7,760)	-15.33%	212,660	169,807	84,750	48,957	49,868
Grant Success Fees	-	-	-	#DIV/0!	8,474	8,474	-	-	-
Operations	327,178	325,089	2,089	0.64%	1,950,227	1,623,049	295,207	293,561	301,927
Maintenance	193,793	192,404	1,389	0.72%	1,348,651	1,154,858	180,794	179,485	196,806
FGOA	121,228	121,242	(14)	-0.01%	455,556	334,328	106,495	107,718	112,252
Major Repairs and Replacements	23,894	24,862	(968)	-3.89%	1,452,378	1,428,484	307,533	112,042	131,554
Contingency	-	-	-	#DIV/0!	121,554	121,554	-	-	-
<b>Total Operating Expenses</b>	<b>725,862</b>	<b>733,471</b>	<b>(7,609)</b>	<b>-1.04%</b>	<b>5,670,746</b>	<b>4,944,884</b>	<b>994,069</b>	<b>759,694</b>	<b>810,182</b>
Surplus / Deficit	-	-	-	#DIV/0!	128,000	-	-	281	294,493
<b>Capital</b>									
Capital Outlay	-	-	-	#DIV/0!	128,000	128,000	323	294,493	-
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ 294,493

**Town of Mountain Village Monthly Revenue and Expenditure Report  
February 2019**

	2019				2018	2017	2016		
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Actual YTD	Actual YTD	Actual YTD		
<b>Child Development Fund</b>									
<b>Revenues</b>									
Daycare Fees	\$ 44,739	\$ 51,451	(6,712)	-13.05%	\$ 275,396	\$ 230,657	\$ 47,526	\$50,251	\$47,680
Fundraising Revenues - Daycare	-	1,438	(1,438)	-100.00%	13,000	13,000	1,185	844	560
Fundraising Revenues - Preschool	-	-	-	0.00%	5,000	(28,208)	-	-	-
Grant Revenues - Daycare	23,125	29,505	(6,380)	-21.62%	34,005	10,880	29,505	24,450	8,038
Grant Revenues - Preschool	18,125	9,242	8,883	96.12%	25,700	7,575	14,700	13,000	6,583
Preschool Fees	33,208	30,718	2,490	8.11%	177,167	177,167	30,266	29,281	28,534
<b>Total Revenues</b>	<b>119,197</b>	<b>122,354</b>	<b>(3,157)</b>	<b>-2.58%</b>	<b>530,268</b>	<b>411,071</b>	<b>123,182</b>	<b>117,826</b>	<b>91,395</b>
<b>Operating Expenses</b>									
Daycare Other Expense	13,503	15,142	(1,639)	-10.82%	93,919	80,416	10,329	9,468	15,268
Daycare Personnel Expense	53,475	51,692	1,783	3.45%	387,612	334,137	52,104	48,987	55,480
Preschool Other Expense	7,613	9,209	(1,596)	-17.33%	55,706	48,093	10,082	5,500	3,980
Preschool Personnel Expense	21,583	26,127	(4,544)	-17.39%	184,881	163,298	23,543	22,218	17,300
<b>Total Operating Expenses</b>	<b>96,174</b>	<b>102,170</b>	<b>(5,996)</b>	<b>-5.87%</b>	<b>722,118</b>	<b>625,944</b>	<b>96,058</b>	<b>86,173</b>	<b>92,028</b>
Surplus / Deficit	23,023	20,184	2,839	14.07%	(191,850)		27,124	31,653	(633)
<b>Other Sources and Uses</b>									
Contributions	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	-	-	-	#DIV/0!	191,850	191,850	-	-	633
<b>Total Other Sources and Uses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>	<b>191,850</b>	<b>191,850</b>	<b>-</b>	<b>-</b>	<b>633</b>
Surplus / Deficit	\$ 23,023	\$ 20,184	\$ (2,839)	-14.07%	\$ -	\$ -	\$ 27,124	\$ 31,653	\$ -

**Town of Mountain Village Monthly Revenue and Expenditure Report  
February 2019**

		2019				2018	2017	2016	
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	\$ 480,827	\$ 494,203	\$ (13,376)	-2.71%	\$ 2,689,927	\$ 2,209,100	\$ 597,372	\$426,932	\$370,203
Other Revenues	1,368	2,242	(874)	-38.98%	13,450	12,082	1,148	978	1,548
Ski Ranches Water	30,476	29,805	671	2.25%	190,273	159,797	24,765	24,308	22,093
Skyfield Water	4,000	3,752	248	6.61%	28,715	24,715	3,540	3,283	2,927
<b>Total Revenues</b>	<b>516,671</b>	<b>530,002</b>	<b>(13,331)</b>	<b>-2.52%</b>	<b>2,922,365</b>	<b>2,405,694</b>	<b>626,825</b>	<b>455,501</b>	<b>396,771</b>
<b>Operating Expenses</b>									
Mountain Village Sewer	55,099	74,586	(19,487)	-26.13%	550,737	495,638	73,208	52,874	59,931
Mountain Village Water	145,430	171,181	(25,751)	-15.04%	1,097,075	951,645	199,718	165,512	162,245
Ski Ranches Water	1,523	7,008	(5,485)	-78.26%	41,887	40,364	2,948	1,080	3,465
Contingency	-	-	-	#DIV/0!	33,794	33,794	-	-	-
<b>Total Operating Expenses</b>	<b>202,052</b>	<b>252,775</b>	<b>(50,723)</b>	<b>-20.07%</b>	<b>1,723,493</b>	<b>1,521,441</b>	<b>275,874</b>	<b>219,466</b>	<b>225,641</b>
Surplus / Deficit	314,619	277,227	37,392	13.49%	1,198,872		350,951	236,035	171,130
<b>Capital</b>									
Capital Outlay	19,441	20,005	(564)	-2.82%	1,296,950	1,277,509	18,457	20,276	62,719
Surplus / Deficit	295,178	257,222	37,956	14.76%	(98,079)		332,494	215,759	108,411
<b>Other Sources and Uses</b>									
Overhead Allocation Transfer	(34,195)	(34,195)	-	0.00%	(170,976)	(136,781)	(25,401)	(24,101)	(22,909)
Mountain Village Tap Fees	-	-	-	#DIV/0!	100,000	100,000	-	-	-
Grants	-	-	-	#DIV/0!	-	-	-	-	-
Ski Ranches Tap Fees	-	-	-	#DIV/0!	5,000	5,000	-	2,442	-
Skyfield Tap Fees	-	-	-	#DIV/0!	2,000	2,000	-	-	-
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>(34,195)</b>	<b>(34,195)</b>	<b>-</b>	<b>0.00%</b>	<b>(63,976)</b>	<b>(29,781)</b>	<b>(25,401)</b>	<b>(21,659)</b>	<b>(22,909)</b>
Surplus / Deficit	\$ 260,982	\$ 223,027	\$ 37,956	17.02%	\$ (162,055)		\$ 307,093	\$ 194,100	\$ 85,502
<b>Beginning (Available) Fund Balance</b>	<b>\$ 4,471,994</b>	<b>\$ 3,875,233</b>	<b>\$ 596,761</b>						
<b>Ending (Available) Fund Balance</b>	<b>\$ 4,732,976</b>	<b>\$ 4,098,260</b>	<b>\$ 634,717</b>						

**Town of Mountain Village Monthly Revenue and Expenditure Report  
February 2019**

	2019						2018	2017	2016
	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	\$ 174,279	\$ 177,109	\$ (2,830)	-1.60%	\$ 1,016,752	\$ 842,473	\$ 166,684	\$153,822	\$142,810
Internet User Fees	187,004	156,794	30,210	19.27%	948,479	761,475	172,203	161,064	146,722
Other Revenues	9,150	10,819	(1,669)	-15.43%	68,640	61,579	8,659	9,307	8,921
Phone Service Fees	7,061	6,893	168	2.44%	42,000	32,850	7,042	6,624	6,096
<b>Total Revenues</b>	<b>377,494</b>	<b>351,615</b>	<b>25,879</b>	<b>7.36%</b>	<b>2,075,871</b>	<b>1,698,377</b>	<b>354,588</b>	<b>330,817</b>	<b>304,549</b>
<b>Operating Expenses</b>									
Cable Direct Costs	144,254	154,974	(10,720)	-6.92%	874,963	730,709	141,669	138,716	133,428
Phone Service Costs	3,835	4,559	(724)	-15.88%	26,000	22,165	3,924	4,040	4,620
Internet Direct Costs	35,618	35,618	-	0.00%	211,116	175,498	34,000	39,400	39,400
Cable Operations	91,254	91,942	(688)	-0.75%	605,999	514,745	91,259	84,672	91,491
Contingency	-	-	-	#DIV/0!	3,000	3,000	-	-	-
<b>Total Operating Expenses</b>	<b>274,961</b>	<b>287,093</b>	<b>(12,132)</b>	<b>-4.23%</b>	<b>1,721,078</b>	<b>1,446,117</b>	<b>270,852</b>	<b>266,828</b>	<b>268,939</b>
Surplus / Deficit	102,533	64,522	38,011	58.91%	354,793		83,736	63,989	35,610
<b>Capital</b>									
Capital Outlay	1,588	-	1,588	#DIV/0!	1,561,645	1,560,057	-	30,000	595
Surplus / Deficit	100,945	64,522	36,423	56.45%	(1,206,852)		83,736	33,989	35,015
<b>Other Sources and Uses</b>									
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer from General Fund	-	-	-	#DIV/0!	1,377,588	1,377,588	-	-	-
Transfer (To) From General Fund	-	-	-	#DIV/0!	(10,000)	(10,000)	-	-	-
Overhead Allocation Transfer	(34,147)	(34,147)	-	0.00%	(160,736)	(126,589)	(26,210)	(23,649)	(21,199)
<b>Total Other Sources and Uses</b>	<b>(34,147)</b>	<b>(34,147)</b>	<b>-</b>	<b>0.00%</b>	<b>1,206,852</b>	<b>1,240,999</b>	<b>(26,210)</b>	<b>(23,649)</b>	<b>(21,199)</b>
Surplus / Deficit	\$ 66,798	\$ 30,375	\$ 36,423	119.91%	\$ -		\$ 57,526	\$ 10,340	\$ 13,816
<b>Beginning (Available) Fund Balance</b>	\$ 38,941	\$ -	\$ 38,941						
<b>Ending (Available) Fund Balance</b>	\$ 105,739	\$ 30,375	\$ 75,364						



**Town of Mountain Village Monthly Revenue and Expenditure Report  
February 2019**

	2019				Annual Budget	Budget Balance	2018	2017	2016
	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!	-	-	-	-	-
<b>Total Revenues</b>	-	-	-	#DIV/0!	-	-	-	-	-
<b>Operating Expenses</b>									
General Operations	-	-	-	#DIV/0!	50,000	50,000	2,017	-	-
Administration	27,183	27,775	(592)	-2.13%	92,033	64,850	25,542	25,710	24,120
Marketing	-	-	-	#DIV/0!	100,000	100,000	25,000	25,000	25,000
Contingency	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Operating Expenses</b>	27,183	27,775	(592)	-2.13%	242,033	214,850	52,559	50,710	49,120
Surplus / Deficit	(27,183)	(27,775)	592	-2.13%	(242,033)		(52,559)	(50,710)	(49,120)
Capital Outlay/ Major R&R	6,471	6,471	-	0.00%	20,000	13,529	-	-	-
Surplus / Deficit	(33,654)	(34,246)	592	-1.73%	(262,033)		(52,559)	(50,710)	(49,120)
<b>Other Sources and Uses</b>									
Damage Receipts	-	-	-	#DIV/0!	-	-	-	-	-
Insurance Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Sale of Assets	-	-	-	#DIV/0!	-	-	-	-	-
Transfer (To) From General Fund	33,654	34,246	(592)	-1.73%	262,033	228,379	52,559	50,710	49,120
Overhead Allocation Transfer	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	33,654	34,246	(592)	74.00%	262,033	228,379	52,559	50,710	49,120
Surplus / Deficit	\$ -	\$ -	\$ -	#DIV/0!	\$ -		\$ -	\$ -	\$ -

Expenses for the year are HOA dues and HVAC repairs.

**Town of Mountain Village Monthly Revenue and Expenditure Report  
February 2019**

	2019				Annual Budget	Budget Balance	2018	2017	2016
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
<b>Affordable Housing Development Fund</b>									
<b>Revenues</b>									
Contributions	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Proceeds	-	-	-	#DIV/0!	-	-	-	-	-
Rental Income	4,519	2,038	2,481	121.72%	12,778	8,259	2,080	2,080	2,080
Sales Proceeds	-	-	-	#DIV/0!	285,000	285,000	-	-	-
<b>Total Revenues</b>	<b>4,519</b>	<b>2,038</b>	<b>2,481</b>	<b>121.72%</b>	<b>297,778</b>	<b>293,259</b>	<b>2,080</b>	<b>2,080</b>	<b>2,080</b>
<b>Operating Expenses</b>									
Community Garden	-	-	-	#DIV/0!	750	750	-	-	-
Property Purchase	-	-	-	#DIV/0!	285,000	285,000	279,442	-	-
Leased Properties	2,729	-	2,729	#DIV/0!	-	(2,729)	-	-	-
HA Consultant	-	-	-	#DIV/0!	-	-	-	-	-
RHA Funding	50,000	50,000	-	0.00%	92,625	42,625	50,000	-	44,250
Town Owned Properties	6,386	9,678	(3,292)	-34.01%	13,987	7,601	10,772	15,374	9,141
Density bank	14,580	11,013	3,567	32.39%	11,013	(3,567)	8,856	8,856	8,856
<b>Total Operating Expenses</b>	<b>73,695</b>	<b>70,691</b>	<b>3,004</b>	<b>4.25%</b>	<b>403,375</b>	<b>329,680</b>	<b>349,070</b>	<b>24,230</b>	<b>62,247</b>
Surplus / Deficit	(69,176)	(68,653)	523	-0.76%	(105,597)	(36,421)	(346,990)	(22,150)	(60,167)
<b>Other Sources and Uses</b>									
Transfer (To) From MAP	-	-	-	#DIV/0!	(60,000)	-	-	-	-
Transfer (To) From General Fund - Sales Tax	150,469	139,361	11,108	7.97%	505,159	354,690	136,055	129,799	119,720
Transfer (To) From VCA (1)	-	-	-	#DIV/0!	(1,472,093)	(1,472,093)	-	-	-
Transfer (To) From General Fund Housing Office	-	-	-	#DIV/0!	(20,706)	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>150,469</b>	<b>139,361</b>	<b>11,108</b>	<b>7.97%</b>	<b>(1,047,640)</b>	<b>(1,117,403)</b>	<b>136,055</b>	<b>129,799</b>	<b>119,720</b>
Surplus / Deficit	\$ 81,292	\$ 70,708	\$ (10,584)	-14.97%	\$ (1,153,237)	\$ (1,153,823)	\$ (210,935)	\$ 107,649	\$ 59,552
<b>Beginning Fund Equity Balance</b>	\$ 1,820,664	\$ 1,816,107	\$ 4,557						
<b>Ending Equity Fund Balance</b>	\$ 1,901,956	\$ 1,886,815	\$ 15,141						

1. For new building project

Expenses consist of HOA dues, RHA contribution, maintenance and utilities on town owned properties.

Town of Mountain Village Monthly Revenue and Expenditure Report

February 2019

	2019						2018	2017	2016
	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	\$ 379,261	\$ 381,295	\$ (2,034)	-1%	\$ 2,287,771	\$ 1,908,510	\$ 382,717	\$377,927	\$382,956
Other Operating Income	20,807	12,802	8,005	63%	79,260	58,453	16,998	15,424	10,183
Less: Allowance for Bad Debt	-	-	-	#DIV/0!	-	-	-	-	(1,917)
<b>Total Operating Revenue</b>	<b>400,068</b>	<b>394,097</b>	<b>5,971</b>	<b>2%</b>	<b>2,367,031</b>	<b>1,966,963</b>	<b>399,714</b>	<b>393,351</b>	<b>391,222</b>
<b>Operating Expenses</b>									
Office Operations	28,963	30,896	1,933	6%	199,919	170,956	25,856	22,305	29,695
General and Administrative	92,470	93,120	650	1%	133,935	41,465	84,652	95,589	83,831
Utilities	75,318	70,925	(4,393)	-6%	395,945	320,627	70,703	78,258	70,337
Repair and Maintenance	73,912	77,911	3,999	5%	452,293	378,381	55,881	73,448	79,180
Major Repairs and Replacement	49,445	52,683	3,238	6%	453,323	403,878	17,944	52,890	8,661
Contingency	-	-	-	0%	16,264	16,264	-	-	-
<b>Total Operating Expenses</b>	<b>320,108</b>	<b>325,535</b>	<b>5,427</b>	<b>2%</b>	<b>1,651,679</b>	<b>1,331,571</b>	<b>255,035</b>	<b>322,490</b>	<b>271,704</b>
<b>Surplus / (Deficit) After Operations</b>	<b>79,960</b>	<b>68,562</b>	<b>11,398</b>	<b>17%</b>	<b>715,352</b>		<b>144,679</b>	<b>70,861</b>	<b>119,519</b>
<b>Non-Operating (Income) / Expense</b>									
Investment Earning	(1,448)	(10)	1,438	14379%	(60)	1,388	(539)	(13)	(12)
Debt Service, Interest	94,163	96,884	2,721	3%	381,884	287,721	97,284	100,209	104,303
Debt Service, Fees	-	100,000	100,000	100%	100,000	100,000	-	-	-
Debt Service, Principal	-	-	-	#DIV/0!	956,393	956,393	-	-	-
<b>Total Non-Operating (Income) / Expense</b>	<b>92,715</b>	<b>196,874</b>	<b>104,159</b>	<b>53%</b>	<b>1,438,217</b>	<b>1,345,502</b>	<b>96,744</b>	<b>100,196</b>	<b>104,291</b>
<b>Surplus / (Deficit) Before Capital</b>	<b>(12,755)</b>	<b>(128,312)</b>	<b>115,557</b>	<b>-90%</b>	<b>(722,865)</b>		<b>47,935</b>	<b>(29,335)</b>	<b>15,228</b>
Capital Spending	235	-	(235)	#DIV/0!	9,400,000	9,399,765	150	-	-
<b>Surplus / (Deficit)</b>	<b>(12,990)</b>	<b>(128,312)</b>	<b>115,322</b>	<b>-90%</b>	<b>(10,122,865)</b>		<b>47,785</b>	<b>(29,335)</b>	<b>15,228</b>
<b>Other Sources / (Uses)</b>									
Transfer (To)/From General Fund	(32,592)	(32,592)	-	0%	(162,959)	(162,959)	(18,214)	(18,694)	(18,102)
New Loan Proceeds	-	-	-		8,500,000				-
Sale of Assets	-	-	-	0%	-	-	-	1,100	-
Grant Revenues	-	-	-	0%	-	-	-	-	-
Transfer From AHDF	-	-	-	0%	1,472,093	1,504,685	-	-	33,752
<b>Total Other Sources / (Uses)</b>	<b>(32,592)</b>	<b>(32,592)</b>	<b>-</b>	<b>0%</b>	<b>9,809,134</b>	<b>1,504,685</b>	<b>(18,214)</b>	<b>(17,594)</b>	<b>15,650</b>
<b>Surplus / (Deficit)</b>	<b>(45,582)</b>	<b>(160,904)</b>	<b>115,322</b>	<b>-72%</b>	<b>(313,731)</b>		<b>29,571</b>	<b>(46,929)</b>	<b>30,877</b>

**Town of Mountain Village Monthly Revenue and Expenditure Report  
February 2019**

	2019						2018	2017	2016
	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	-	-	-	#DIV/0!	203,200	203,200	-	-	-
Miscellaneous Revenue	-	-	-	#DIV/0!	-	-	-	-	-
Property Taxes	187,570	228,619	(41,049)	-17.96%	555,545	367,975	173,740	1,193,433	1,071,238
Reserve/Capital/Liquidity Interest	748	189	559	295.57%	2,000	1,252	704	636	168
Specific Ownership Taxes	4,423	6,386	(1,963)	-30.74%	32,000	27,577	5,849	25,012	24,200
<b>Total Revenues</b>	<b>192,740</b>	<b>235,194</b>	<b>(42,454)</b>	<b>140.00%</b>	<b>792,745</b>	<b>600,005</b>	<b>180,294</b>	<b>1,219,081</b>	<b>1,095,606</b>
<b>Debt Service</b>									
<b>2001/2011 Bonds - Gondola - Paid by contributions from TMVOA and TSG</b>									
2001/2011 Bond Issue - Interest	-	-	-	#DIV/0!	83,200	83,200	-	-	-
2001/2011 Bond Issue - Principal	-	-	-	#DIV/0!	120,000	120,000	-	-	-
<b>2005 Bonds - Telluride Conference Center - (refunding portion)</b>									
2005 Bond Issue - Interest	-	-	-	#DIV/0!	-	-	-	-	-
2005 Bond Issue - Principal	-	-	-	#DIV/0!	-	-	-	-	-
<b>2006/2014 Bonds - Heritage Parking</b>									
2014 Bond Issue - Interest	-	-	-	#DIV/0!	250,725	250,725	-	1,056	-
2014 Bond Issue - Principal	-	-	-	#DIV/0!	285,000	285,000	-	250,000	-
<b>2007 Bonds - Water/Sewer (refunding 1997)</b>									
2007 Bond Issue - Interest	-	-	-	#DIV/0!	-	-	-	-	-
2007 Bond Issue - Principal	-	-	-	#DIV/0!	-	-	-	-	-
<b>2009 Bonds - Telluride Conference Center (refunding 1998 bor</b>									
2009 Bond Issue - Interest	-	-	-	#DIV/0!	-	-	-	-	-
2009 Bond Issue - Principal	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Debt Service</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>	<b>738,925</b>	<b>738,925</b>	<b>-</b>	<b>251,056</b>	<b>-</b>
Surplus / (Deficit)	192,740	235,194	(42,454)	-18.05%	53,820		180,294	968,025	1,095,606
<b>Operating Expenses</b>									
Administrative Fees	5,627	5,901	(274)	-4.64%	16,980	11,353	5,212	250	250
County Treasurer Collection Fees	328	350	(22)	-6.21%	4,750	4,422	-	35,803	32,137
<b>Total Operating Expenses</b>	<b>5,955</b>	<b>6,251</b>	<b>(296)</b>	<b>-4.73%</b>	<b>21,730</b>	<b>15,775</b>	<b>5,212</b>	<b>36,053</b>	<b>32,387</b>
Surplus / (Deficit)	186,785	228,943	(42,158)	-18.41%	32,090		175,081	931,972	1,063,219
<b>Other Sources and Uses</b>									
Transfer (To) From General Fund	(4,423)	(6,386)	1,963	-30.74%	(32,000)	(27,577)	(5,849)	(25,012)	(24,200)
Transfer (To) From Other Funds (1)	-	-	-	#DIV/0!	-	-	-	-	-
Bond Premiums	-	-	-	#DIV/0!	-	-	-	-	-
Proceeds From Bond Issuance	-	-	-	#DIV/0!	-	-	-	-	-
<b>Total Other Sources and Uses</b>	<b>(4,423)</b>	<b>(6,386)</b>	<b>1,963</b>	<b>-30.74%</b>	<b>(32,000)</b>	<b>(27,577)</b>	<b>(5,849)</b>	<b>(25,012)</b>	<b>(24,200)</b>
Surplus / (Deficit)	\$ 182,362	\$ 222,557	\$ (40,195)	-18.06%	\$ 90		\$ 169,232	\$ 906,960	\$ 1,039,019
<b>Beginning Fund Balance</b>	<b>\$ 404,087</b>	<b>\$ 450,633</b>	<b>\$ (46,546)</b>						
<b>Ending Fund Balance</b>	<b>\$ 586,449</b>	<b>\$ 673,190</b>	<b>\$ (86,741)</b>						

Statement Ending:

March 31, 2019

## TOWN OF MOUNTAIN VILLAGE

Account Number: 1AB22317

**Portfolio Holdings** *Security positions held with Wells Fargo Bank N.A.*

Security ID	Description	Maturity Date	Coupon	Current Par / Original Par	Market Price*	Market Value	Original Par Pledged**	Callable
<b>Bonds USD</b>								
912828C65	UNITED STATES TREASURY NOTE	03/31/19	1.625%	250,000.000	100.0000	N/A		
3134G9MU8	FREDDIE MAC	05/24/19	1.300%	250,000.000	99.8343	249,585.83		Y
3136G3MC6	FANNIE MAE	05/24/19	1.200%	250,000.000	99.8140	249,534.93		Y
3130ACJ96	FEDERAL HOME LOAN BANK	06/28/19	1.500%	250,000.000	99.7778	249,444.43		Y
3130ABQ58	FEDERAL HOME LOAN BANK	07/26/19	1.500%	250,000.000	99.6939	249,234.68		Y
912828WW6	UNITED STATES TREASURY NOTE	07/31/19	1.625%	250,000.000	99.7109	249,277.35		
3130A8Y72	FEDERAL HOME LOAN BANK	08/05/19	0.875%	250,000.000	99.4460	248,615.00		N
3130A6GD3	FEDERAL HOME LOAN BANK	09/25/19	1.500%	250,000.000	99.5235	248,808.63		Y
3134GBJ52	FREDDIE MAC	09/27/19	1.500%	250,000.000	99.5116	248,778.98		Y
3134GBM33	FREDDIE MAC	09/27/19	1.500%	250,000.000	99.5147	248,786.83		Y
3130ACLX0	FEDERAL HOME LOAN BANK	10/30/19	1.625%	250,000.000	99.5053	248,763.21		Y
3134G9KW6	FREDDIE MAC	11/26/19	1.350%	250,000.000	99.2478	248,119.40		Y
3130ACRR7	FEDERAL HOME LOAN BANK	11/27/19	1.720%	250,000.000	99.5563	248,890.76		Y
3133EJCN7	FEDERAL FARM CREDIT BANK	02/14/20	2.070%	250,000.000	99.7245	249,311.25		N
3134G9AY3	FREDDIE MAC	04/28/20	1.350%	250,000.000	98.8319	247,079.84		Y
3130ACLU6	FEDERAL HOME LOAN BANK	04/30/20	1.750%	250,000.000	99.1984	247,995.94		Y
9128284J6	UNITED STATES TREASURY NOTE	04/30/20	2.375%	250,000.000	99.9648	249,912.11		
3130ACN83	FEDERAL HOME LOAN BANK	05/15/20	1.700%	250,000.000	99.1358	247,839.55		Y
3130ADLZ3	FEDERAL HOME LOAN BANK	05/27/20	2.250%	250,000.000	99.8049	249,512.22		Y
3130ADDM1	FEDERAL HOME LOAN BANK	07/30/20	2.100%	250,000.000	99.4988	248,747.12		Y
3130AFAB3	FEDERAL HOME LOAN BANK	11/13/20	3.000%	500,000.000	100.2955	501,477.40		Y
3133EJPC7	FEDERAL FARM CREDIT BANK	12/15/20	2.720%	250,000.000	100.0012	250,003.10		Y
3134GSAP0	FREDDIE MAC	12/21/20	2.080%	250,000.000	99.3531	248,382.72		Y
3130AFRA7	FEDERAL HOME LOAN BANK	01/29/21	2.650%	500,000.000	100.2111	501,055.45		Y
3130ADFA5	FEDERAL HOME LOAN BANK	02/12/21	2.300%	250,000.000	99.9693	249,923.30		Y
3133EGAZ8	FEDERAL FARM CREDIT BANK	02/17/21	1.580%	250,000.000	98.6024	246,506.11		Y
3130AFZ67	FEDERAL HOME LOAN BANK	03/26/21	2.650%	500,000.000	100.0738	500,368.95		Y
3133EJG45	FEDERAL FARM CREDIT BANK	10/12/21	3.130%	250,000.000	100.0137	250,034.14		Y
3130AF4J3	FEDERAL HOME LOAN BANK	10/29/21	3.150%	250,000.000	100.3305	250,826.36		Y
3133EJPD5	FEDERAL FARM CREDIT BANK	11/15/21	2.870%	250,000.000	100.0028	250,006.91		Y
3134GSX75	FREDDIE MAC	02/22/22	2.850%	500,000.000	100.0276	500,137.92		Y
3134GSX67	FREDDIE MAC	05/20/22	2.875%	500,000.000	100.0286	500,142.81		Y

**TOWN OF MOUNTAIN VILLAGE**  
Account Number: 1AB22317

**Portfolio Holdings (Continued)** *Security positions held with Wells Fargo Bank N.A.*

Security ID	Description	Maturity Date	Coupon	Current Par / Original Par	Market Price*	Market Value	Original Par Pledged**	Callable
<b>Bonds USD</b>								
3133EKCH7	FEDERAL FARM CREDIT BANK	06/06/22	2.700%	500,000.000	100.0194	500,096.85		Y
				9,750,000.000		9,477,200.08	0.00	

\*See important information regarding security pricing on Page 2.

\*\*Total amount that is pledged to or held for another party or parties. Refer to the Pledge Detail Report for more information.

**Daily Account Activity**

Your investment transactions during this statement period.

Transaction / Trade Date	Settlement / Effective Date	Activity	Security ID	Description	Par / Quantity	Price	Principal Amount	Income Amount	Debit / Credit Amount
<b>Transaction Activity USD</b>									
03/01/19	03/06/19	Security Receipt	3133EKCH7	FEDERAL FARM CREDIT BANK	500,000.00	100.0000000	(500,000.00)	0.00	(500,000.00)
03/01/19	03/26/19	Security Receipt	3130AFZ67	FEDERAL HOME LOAN BANK	500,000.00	100.0000000	(500,000.00)	0.00	(500,000.00)
03/26/19	04/11/19	Security Receipt	3134GTBF9	FREDDIE MAC	500,000.00	100.0000000	(500,000.00)	0.00	(500,000.00)
03/26/19	04/15/19	Security Receipt	3134GTBS1	FREDDIE MAC	500,000.00	100.0000000	(500,000.00)	0.00	(500,000.00)

**Income / Payment Activity USD**

03/20/19	03/20/19	Matured	3130AAW79	FEDERAL HOME LOAN BANK			250,000.00		250,000.00
03/20/19	03/20/19	Interest	3130AAW79	FEDERAL HOME LOAN BANK				1,687.50	1,687.50
03/25/19	03/25/19	Interest	3130A6GD3	FEDERAL HOME LOAN BANK				1,875.00	1,875.00
03/27/19	03/27/19	Interest	3134GBM33	FREDDIE MAC				1,875.00	1,875.00
03/27/19	03/27/19	Interest	3134GBJ52	FREDDIE MAC				1,875.00	1,875.00
03/28/19	03/28/19	Matured	3134GSM36	FREDDIE MAC			500,000.00		500,000.00
03/28/19	03/28/19	Interest	3134GSM36	FREDDIE MAC				3,906.25	3,906.25

**Money Market Fund Activity**

WF Gov I 1751	Dividend earned this period	7 day* simple yield	30 day* simple yield
*As of March 31, 2019			
USD	3,964.54	2.270%	2.270%

Transaction Date	Activity	Shares	Price	Market Value (\$)	Dividend Amount	Share Balance
	<b>Beginning Balance</b>		<b>1.0000</b>	<b>2,264,488.58</b>		<b>2,264,488.58</b>

**2018 ANNUAL REPORT  
TELLURIDE HISTORICAL MUSEUM, INC.**

**MISSION STATEMENT**

The mission of the Telluride Historical Museum is to preserve the rich, colorful, and diverse history of the region and to bring history to life through exhibits, programs, and education.

**VISION**

We envision a museum that is an indispensable cultural asset which reaches beyond its walls to engage people by bringing history to life.

**2018 EXECUTIVE SUMMARY**

2018 was a year of continued growth for the Telluride Historical Museum. In no way was this more evident than in total Museum visitation. 9,248 people visited the Museum during the course of the year, and an additional 3,167 people participated in Museum programs. This total of 12,415 people engaging with the Museum represents a new record, and continues a general trend of growth in Museum participation for the eleventh consecutive year.

In addition to the Museum witnessing growth with regard to total visitor participation, membership revenue also continued to grow in 2018. Membership proceeds eclipsed \$58,000 for the first time in Museum history. Membership revenue has now seen growth in three consecutive years.

In June, the Museum unveiled its new annual exhibit, *Children of Winter Never Grow Old: Snow Sports in the San Juans*. The show opened with a wine and cheese reception that drew 91 guests. Additionally, the exhibit served as the foundation for a number of programs and events including a lecture revolving around climate change, and the Museum's annual Free Family Night, hosted in conjunction with the Wilkinson Public Library.

Additionally, with regard to programming, the Museum once again offered a broad array of tours, special events, and educational programs. These included both familiar favorites such as An Evening with Ken Burns, the Haunted Hospital, Olde Fashioned Christmas at Schmid Ranch, historical walking tours with Ashly Boling, Hikes into History, and historical pub crawls, as well as newer offerings including our second annual *Social* event, our second collaboration with San Miguel County and the Telluride Institute on Indigenous Peoples Day, and a brand new partnership with the Historic and Architectural Review Commission and the Town of Telluride's Building and Planning Department on a series of historic preservation-themed walking tours.

Financially, the Museum again continued its recent trend of growth. 2018 was the second consecutive year that the Museum did not incur an operational deficit. By the end of the year, THM achieved a \$10,999 operating surplus.

## EXHIBITS & COLLECTIONS

THM's 2018 annual exhibit, *Children of Winter Never Grow Old: Snow Sports in the San Juans*, traces the history of Telluride as a winter sports playground. The show features a number of snow sports-related artifacts, hands-on interactives, and engaging videos. The undertaking was one of THM's most collaborative yet, as no fewer than sixty-five individuals, businesses, and organizations from the community contributed objects, expertise, or financial support to the exhibit.

In addition to its onsite galleries, the Museum continues to maintain six off-site exhibits installed throughout San Miguel County, including The Peaks Resort and Spa, the San Miguel County Sheriff's Office, Mountain Village Town Hall, the Telluride Medical Center, and the Wilkinson Public Library's Telluride Room.

The Museum also continued to review its permanent collection, including checks for accuracy and condition reporting throughout the year. THM also continued to assess its collections storage capacity and needs with an eye towards finding a more permanent storage solution closer to town.

The physical structure of the Museum building continued to be reasonably sound in 2018. The Museum did, however, have to continue to wrestle with the building's heating and cooling system for the third consecutive year. By the end of the year, a more permanent solution to the ongoing issue was identified and the problem should be resolved in the coming year. Moving forward, the THM would like to explore repairs to the building's gutters and downspouts in the coming year.

## VISITORS

9,248 members, residents, and tourists visited the Museum in 2018, an increase of 9.2% from the previous year, and an increase of 38.1% from 2013. The jump in visitation in 2018 was due in part to a particularly strong first quarter, possibly owing to less than ideal ski conditions during the year's first three months. 2,074 people visited the Museum during January, February, and March, a 25% increase over 2017. The general, overall multi-year trend of growth in THM's visitation can likely be attributed to the generally healthy tourism numbers in the town as well as the Museum's increased focus on advertising and public relations.

With the exception of child (aged 5 and under) and member visits, every category of Museum admissions saw increases from 2017. The largest increases were in the student



(23.2% increase over 2017) and complimentary (20.3% increase over 2017) admissions classes.

In 2018, the Museum implemented simple visitor surveys administered by THM front desk personnel. The aim of these surveys was to ascertain where Museum visitors were coming from and how they had heard about the Museum. The first year results were both interesting and informative. Museum visitors came from 48 states and 33 foreign countries and territories. Just 3% of responding visitors identified as Telluride locals, while foreign visitors accounted for 5% of respondents. Non-local Colorado (19%), Texas (13%), California (8%), Arizona (8%), and Florida (4%) were the most frequent replies to the question of where Museum visitors were visiting from.

With regard to how guests heard about the Museum, over 75% of respondents cited previous visits, word of mouth references from friends, family, or local businesses, and internet searches as how they learned of THM.

## PROGRAMMING

3,167 visitors and residents participated in 96 Museum programs and events during the course of 2018, a slight decrease as compared to 2017. This drop is owed to the Museum's inability to conduct its full schedule of cemetery tours due to construction taking place throughout the fall at Lone Tree Cemetery. The total number of program participants includes 658 students who participated in 38 of the Museum's curriculum-gearred school programs during the year – including new offerings revolving around immigration, civic engagement, and animal life cycles. This also amounts to a slight decrease from 2017. However, the overall number of students and children served by the Museum increased to 2,289 in 2018 as compared to 2,100 for the prior year.

The Museum once again hosted a number of its most well-known programs and events in 2018. These included the annual “Evening with Ken Burns” film screening, during which, the acclaimed director led the audience through a showing of an episode from his ground-breaking *Vietnam* series; the holiday-themed Olde Fashioned Christmas at Schmid Ranch; and the Halloween-night favorite, Haunted Hospital. In addition, the Museum again served root beer floats and offered free admission on the 4<sup>th</sup> of July. Taken together, attendance at these high-profile events increased by 10.8% over 2017.

In addition to the higher profile events, the Museum also hosted its familiar array of lectures, hikes, snowshoe tours, walking tours, pub crawls, and its annual Fire Side Chats series. With the exception of the cemetery tours, participation for these offerings was generally consistent with prior years.

The Museum also continued to build on previous programmatic partnerships with the Wilkinson Public Library and San Miguel County and the Telluride Institute. In July, the Museum hosted its second-annual Free Family Night at the Museum in conjunction

with the Library. The event again proved to be successful as 165 children and families attended the offering. Likewise, the Museum continued to serve as a partner in the San Miguel County and Telluride Institute Indigenous Peoples Day initiative. In October, the Museum played host to a pair of speakers addressing Native American concerns and history.

In addition to the wide array of previously-offered programs, tours, and events, the Museum also engaged in a new partnership with Town of Telluride’s Historic and Architectural Review Commission and Building and Planning Department to present a series of walking tours revolving around historic preservation, the National Historic Landmark District, and the HARC process. These tours were generally well received, with 44 people attending the once-monthly free walks.

Below is a summary of the full range of the Museum’s 2018 programs, community partners, and attendance:

Program/Series	Location	Partners/Collaborators	Attendees
Group History Lessons/Trainings (2 programs)	THM	Telski, Mountain Trip	36
The Social: 1990s Cocktail Comeback	Ah Haa School for the Arts	Wheatley Vodka, Mezcal Vago, Paranubes Rum, Wolfpig, Stripped Au Naturele Drink Mixers, Suerte Tequila, Buffalo Trace, and Telluride Distilling Company	39
School programs/field trips/school outreach events/ After School at the Library (29 programs)	THM, Wilkinson Public Library	Telluride School District, Telluride Academy, Telluride Mountain School, Dolores School District, Norwood School District, Wilkinson Library	762 (includes adult participants)
Lectures (2 programs)	THM Wilkinson Public Library	Shaun Chapoose, Art Goodtimes, Wilkinson Library, Jeff Proteau, Dr. Adam Chambers	103
Historic Pub Crawls (3 programs)	Telluride	Sheridan, Last Dollar, Liberty, Oak	53
Exhibit Opening Reception	THM		91
Historic Walking Tours/HARC Walking Tours (24 programs)	Telluride	Ashley Boling, Town of Telluride, HARC, Jonna Wensel, Jordan Cleek	354

4 <sup>th</sup> of July Festivities	THM	Smuggler Brew Pub, San Miguel Country Store	411
Hike into History (3 programs)	Telluride	Eric Jorgenson, Karl Schaeffer, Rudy Davison	35
Feasting on History	Mountain Village	Shari & Pete Mitchell, Becky & Bill Deupree, Ingrid & Brian Poulin	78
Fireside Chats (6 programs)	Norwood, Mountain Village	Hotel Madeline, Norwood Parks and Rec, Wright's Mesa Historical Society, Rudy Davison, Dirk de Pagter, Barbara Youngblood, Pete Davis	115
An Evening With Ken Burns	Palm Theatre	Palm Theatre, Florentine Films, Ken Burns	251
Lone Tree Cemetery Tours (2 program)	Lone Tree Cemetery		40
Haunted Hospital	THM		304
Family Night at the Museum	THM	Wilkinson Public Library	165
Old Fashioned Christmas	Schmid Ranch	Schmid Ranch, Ukeladies, True North Youth Program	264
Indigenous Peoples Day	THM	Telluride Institute, San Miguel County	23
Assorted Additional Programs (5 programs)	THM, Wilkinson Public Library, Ames Hydro Plant	Women's Ski Week, Wilkinson Public Library, True North Youth Program, Ecel Energy	43
		<b>TOTAL</b>	<b>3167</b>

## MEMBERSHIP

The Museum had 268 members join or renew in 2018, a slight decrease from 2017. 67% of members renewed their membership during the year, the same percentage that had renewed in 2017. Additionally, 31 new members joined the Museum during the course of the year. While the total number of members decreased from 2017 to 2018, the revenue derived from membership actually increased during this time. This stems from the fact that a number of members increased their membership levels in 2018. Each of the Zinc (\$150), Silver (\$500) and Historian (\$2,500) membership tiers increased in number during the year. The average contribution per Museum member increased from \$193/member in 2017 to \$219/member in 2018.

## LEADERSHIP AND STAFF

Executive Director Kiernan Lannon led the Museum in 2018. A ten-member board of directors, which includes both resident and government representatives, provided guidance and oversight.

There was only slight transition with regard to the Museum's staff in 2018. In February, the Museum hired Aimee Munroe to fill the vacant Programs and Exhibits Assistant Position. She remained in the post until November, at which point, the position was left vacant for the balance of the year.

## BOARD

### Executive Committee:

Danny Craft, *President*  
Todd Brown, *Treasurer*

Paula Malone, *Vice-President*  
Shari Seay Mitchell, *Secretary*

### Directors:

Lynne Beck  
Rudy Davison  
Vicki Eidsmo

John Shields  
Robert Stenhammer

### Government Representatives:

Patrick Berry, *Mountain Village*  
Todd Brown, *Town of Telluride*

### Emeriti:

Deborah Freedman  
Richard Betts  
Carol Kammer  
Jack Harrison

Dan Garner  
John S. Pillsbury III  
Sheila Wald

## STAFF

Kiernan Lannon, *Executive Director*

Theresa Koenigsknecht, *Director of Programs and Exhibits*

Aimee Munroe, *Programs and Exhibits Assistant*

Pepper Raper, *Coordinator of Marketing & Special Events*

Kathy Rohrer, *Collections Manager*

Leslie Crane, *Visitor Services Coordinator*

Jackie Ritter, *Visitor Services Coordinator*

Ingrid Lundahl, *Visitor Services Coordinator*

**Revenue**

Admissions	\$	32,848	
Gifts and Donations	\$	31,348	
Memberships	\$	58,678	
Programming	\$	6,781	
Special Events	\$	39,241	
Town of Mountain Village- Mill Levy	\$	93,056	
Town of Telluride - Mill Levy	\$	88,018	
Investment Income	\$	136	
Store & Web Income	\$	20,966	
Total Revenue	\$	<u>371,072</u>	
Cost of Goods Sold	\$	<u>10,607</u>	
<b>Gross Profit</b>			<u><u>\$ 360,465</u></u>

**Expenses**

General & Administrative	\$	45,658	
Building	\$	9,321	
Payroll	\$	239,342	
Utilities	\$	8,611	
Programming	\$	6,186	
Special Events	\$	15,553	
Promo & Sales	\$	11,194	
Collection & Exhibits	\$	13,601	
Total Expenses	\$	<u>349,466</u>	
<b>Operating Income (Loss)</b>			<u><u>\$ 10,999</u></u>

**Assets****Current Assets**

Checking/Savings	\$	157,693
Accounts Receivable	\$	84
Other Current Assets	\$	13,399
<b>Total Current Assets</b>	\$	<b>171,176</b>

**Fixed Assets**

Amortize Computer Software	\$	7,609
Less Acc Amortization	\$	(4,321)
Leasehold Improvements	\$	16,828
Building - Town of Telluride	\$	1
Exhibits & Presentations	\$	1,129,122
Museum Collection at FMV	\$	1,268,960
Other Fixed Assets	\$	98,086
xLess Acc. Depreciation	\$	(996,791) Not updated by CPA for 2018

<b>Total Fixed Assets</b>	\$	<b>1,519,494</b>
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<b>Total Assets</b>	<b>\$</b>	<b>1,690,669</b>
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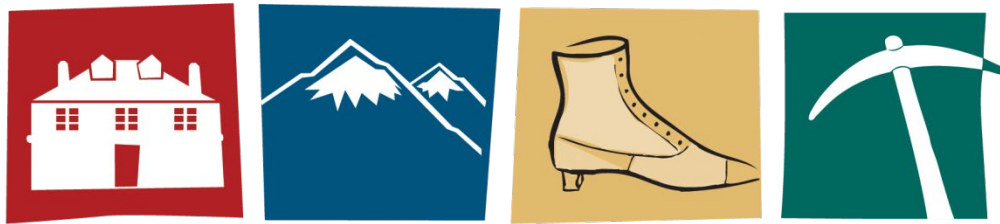
**Liabilities and Equity**

Accounts Payable	\$	893
Credit Cards	\$	2,661
Sales Tax Payable	\$	198
<b>Total Liabilities</b>	\$	<b>3,752</b>

<b>Total Equity</b>	\$	<b>1,686,918</b>
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<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>\$</b>	<b>1,690,669</b>
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*Telluride*  
Historical Museum



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In association with the Smithsonian Institution

Annual Report



# Staff

- Kiernan Lannon, Executive Director
- Theresa Koenigsknecht, Director of Programs & Exhibits
- Pepper Raper, Coordinator of Marketing & Special Events
- Kathy Rohrer, Collections Manager
- Katie Triest, Programs & Exhibits Assistant
- Leslie Crane, Visitor Services Coordinator
- Jackie Ritter, Visitor Services Coordinator
- Ingrid Lundahl, Visitor Services Coordinator
- Karen Wensel, Visitor Services Coordinator

# Programs & Events

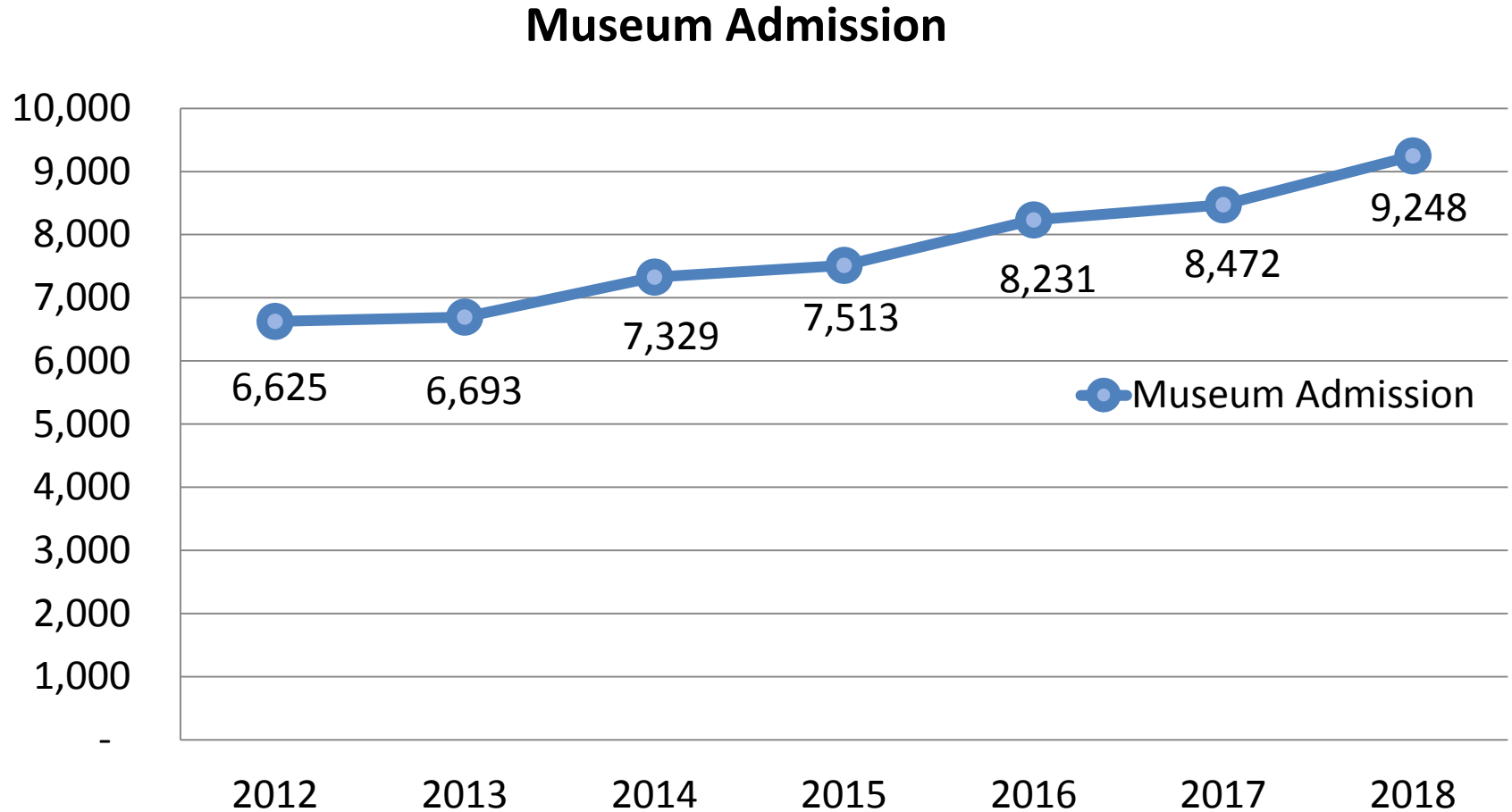




# Annual Exhibit: *Children of Winter Never Grow Old: Snow Sports in the San Juan*



# Museum Admissions Trend



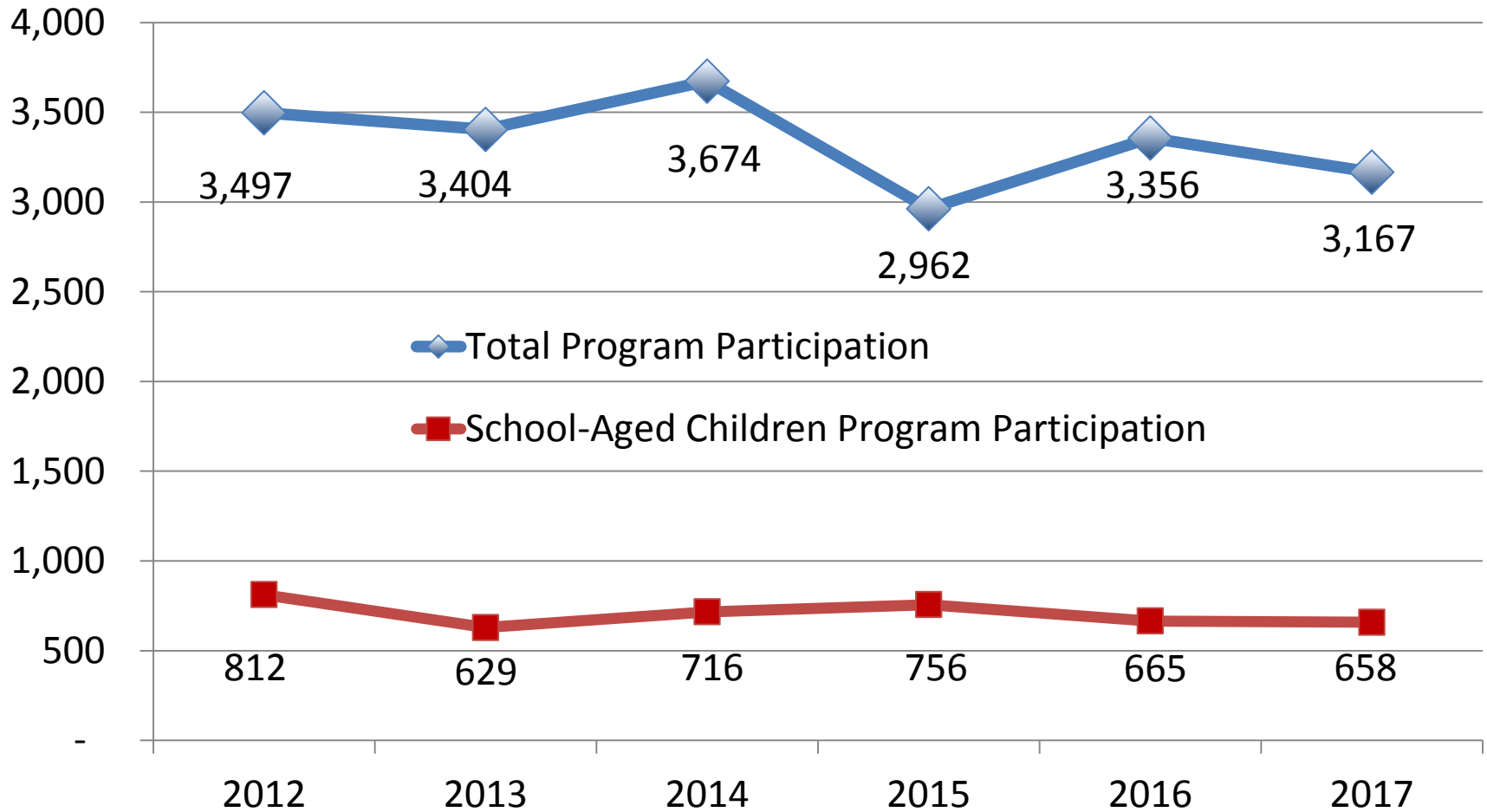
# Where Are Our Visitors From?

- Colorado (Non Local) – 19.1%
- Texas – 12.7%
- California – 8.3%
- Arizona – 7.8%
- Florida – 4.3%
- New York – 3.5%
- Colorado (Locals) – 3.4%
- Pennsylvania – 2.9%
- New Mexico – 2.3%
- Illinois – 2.1%

# Annnnnnnnd....

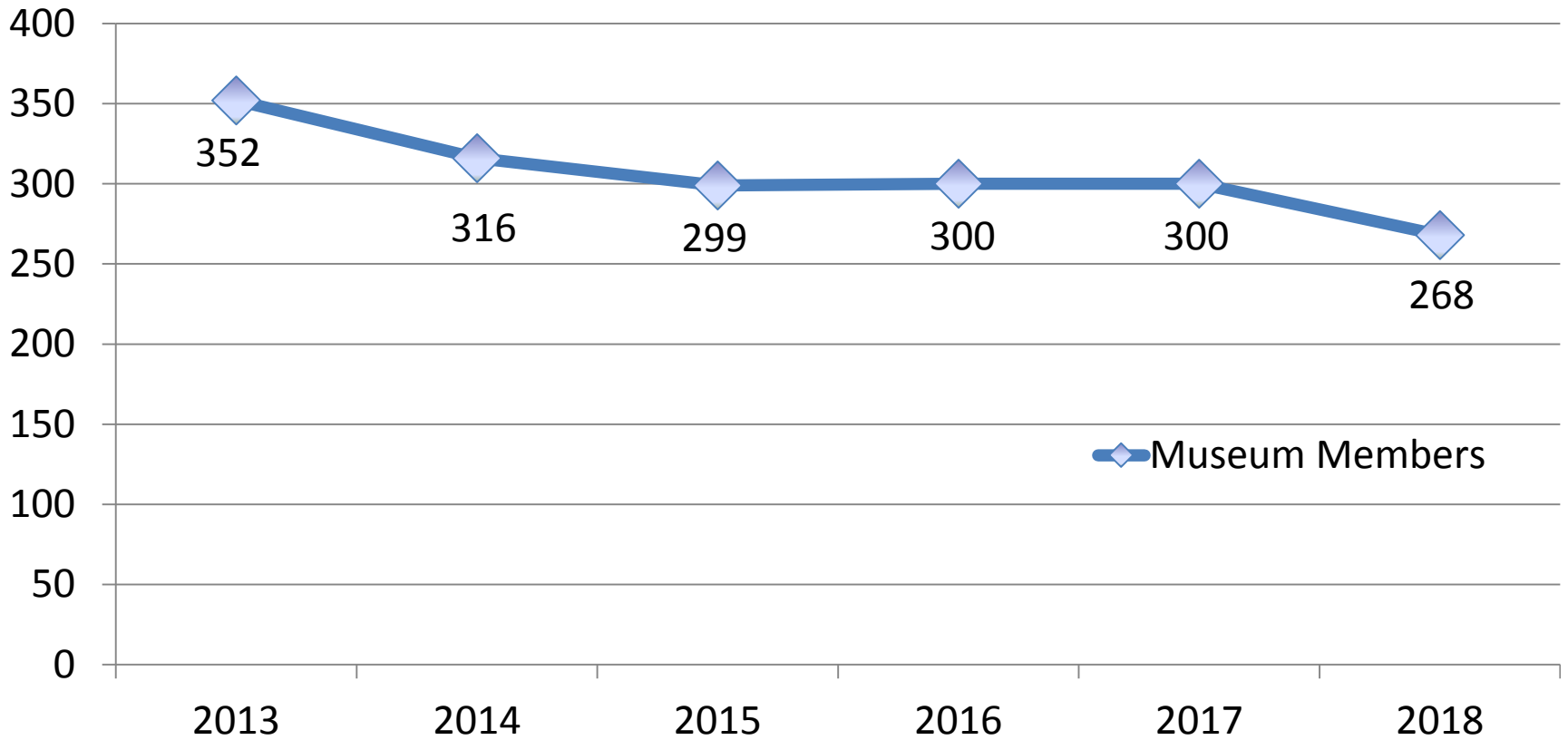
- Australia
- United Kingdom
- Germany
- New Zealand
- Canada
- Brazil
- El Salvador
- Hong Kong
- Mexico
- Switzerland

# Program Participation



# Membership

## Museum Members





# 2019 Focus

*Telluride*  
Historical  
m·u·s·e·u·m



In association with the  
Smithsonian Institution

- Membership – Total Members
- Artifact Storage
- Qualitative Evaluation
- Collaborative Programming
- Strategic Plan

Item 13

# Memo

To: Mayor and Council Members

From: James Mahoney

Date: April 17, 2019

Re: Dismount Ordinance

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After last months continued first reading on a dismount zone ordinance and direction from Town Council, Town staff has reexamined the concept and has amended the proposed ordinance to use the term Pedestrian Only Areas as well as creating a map illustrating such areas.

In addition, Town staff has established certain test zones that will allow customers of retail bike shops to test bikes in a safe and slow manner in such areas.

With those changes we are reintroducing the first reading of the attached ordinance.

Proposed Motion:

I move to approve on first reading and set a public hearing on an Ordinance amending municipal code Chapter 9 to implement certain Pedestrian Only Areas as set a second reading and public hearing at the May 16, 2019 Town Council Meeting.

**ORDINANCE NO. 2019 - \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE AMENDING MOUNTAIN VILLAGE MUNICIPAL CODE CHAPTER 9.18 TO IMPLEMENT CERTAIN PEDESTRIAL ONLY AREAS**

**RECITALS:**

- A.** The Town of Mountain Village (the “**Town**”), in the County of San Miguel and State of Colorado, is a home rule municipality duly organized and existing under the laws of the State of Colorado and its Town Charter.
- B.** The Town Council hereby finds that it has the authority to adopt this ordinance pursuant to (i) Section 31-15-103, C.R.S and Section 31-14-401 both concerning municipal police powers; (ii) the authority granted to home rule municipalities by Article XX of the Colorado Constitution; and (iii) the powers contained in the Town of Mountain Village Charter.
- C.** The Council has determined that it is in the best interests of the Town to adopt regulations imposing certain pedestrian only areas within certain areas of the Town boundaries to prevent interactions with heavy pedestrian traffic areas.

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

**Section 1. Legislative Findings.**

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

**Section 2. Chapter 9.18 of the Town Municipal Code is hereby amended to provide for a pedestrian only zone as set forth on Exhibit A attached hereto.**

**Section 3. Severability.**

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

**Section 4. Ordinance Effect.**

Existing ordinances or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and any and all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed, provided however, that the repeal of any ordinance or parts of ordinances of the Town shall not revive any other section of any ordinance

or ordinances hereto before repealed or superseded and further provided that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance.

**Section 5. Safety Clause.**

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

**Section 6. Effective Date.**

This Ordinance shall take effect on \_\_\_\_\_, 2019.

**Section 7. PUBLIC HEARING.**

A public hearing on this Ordinance was held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, in the Town Council Chambers, 455 Mountain Village Boulevard, Mountain Village, Colorado.

**INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

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

By: \_\_\_\_\_  
Laila Benitez, Mayor

ATTEST:

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

**HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

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

By: \_\_\_\_\_  
Laila Benitez, Mayor

ATTEST:

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

Approved As To Form:

James Mahoney, Assistant Town Attorney

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

1. The attached copy of Ordinance No. \_\_\_\_\_ ("Ordinance") is a true, correct and complete copy thereof.
2. The Ordinance was introduced, read by title, approved on first reading with minor amendments and referred to public hearing by the Town Council of the Town ("Council") at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on \_\_\_\_\_, 2019 by the affirmative vote of a quorum of the Town Council as follows:

<b>Council Member Name</b>	<b>"Yes"</b>	<b>"No"</b>	<b>Absent</b>	<b>Abstain</b>
Laila Benitez, Mayor				
Dan Caton				
Bruce McIntire				
Dan Jansen				
Patrick Berry				
Jack Gilbride				
Natalie Binder				

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 \_\_\_\_\_, 2019, 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 \_\_\_\_\_, 2019. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

<b>Council Member Name</b>	<b>"Yes"</b>	<b>"No"</b>	<b>Absent</b>	<b>Abstain</b>
Laila Benitez, Mayor				
Dan Caton				
Bruce McIntire				
Dan Jansen				
Patrick Berry				
Jack Gilbride				
Natalie Binder				

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 \_\_\_\_\_, 2019.

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

(SEAL)

**EXHIBIT A**

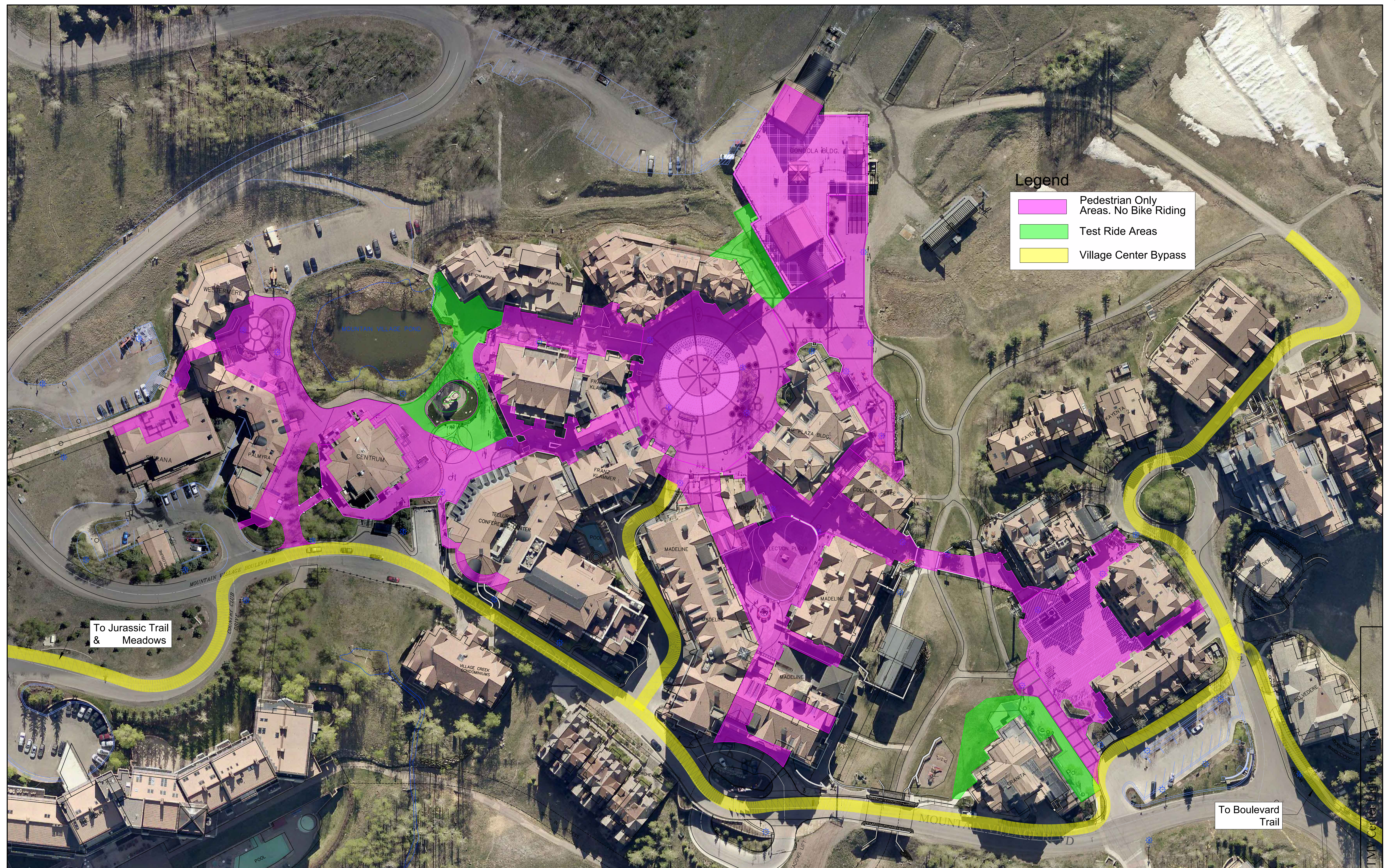
**CHAPTER 9.18**

**REGULATE RIDING BICYCLES AND SKATEBOARDS**

**Section 9.18.020 UNLAWFUL ACTS is hereby amended to add Section F as follows:**

No person shall ride or use a bicycle, roller skate, skateboard or other similar device, whether or not motorized, upon public sidewalks and public plazas of the Town “Pedestrian Only Areas” as shown on Appendix A to this Chapter 9. This prohibition shall not include the use of rolling devices by disabled persons upon public sidewalks, public plazas or on other publicly owned property. Bicycles, roller skates, skateboards and other similar devices must be walked with two feet on the ground in the Pedestrian Only Areas. An exemption to the Pedestrian Only Areas shall allow limited riding of bicycles in the “Test Zone” area as shown on Appendix A for customers of retail bike shops who are test riding bicycles from the retail bike shops for the purpose of fitting bicycles, testing repaired bikes, or testing new bicycles, provided such test rides are done in a safe matter at five (5) miles per hour or lower.  
(Ord. No. O-2019-\_\_\_\_)





**Legend**

- Pedestrian Only Areas. No Bike Riding
- Test Ride Areas
- Village Center Bypass

To Jurassic Trail & Meadows

To Boulevard Trail

DRAWN BY: RBC	<small>Disclaimer</small> This information is a product of the Mountain Village Geographic Information Systems (GIS) Department and is intended for the display of relative positions and locations only. Users of this information hereby recognize, acknowledge and agree that it is not a guaranteed accurate, legal or surveyed representation of land. Users assume all risk and responsibility for any and all direct and indirect damages, including consequential damages, that may flow from the use of this information. Users further recognize, acknowledge and agree that the Mountain Village GIS Department has not made any representations, warranties, or guarantees of any kind that this information is survey accurate or fit to be used or relied upon for any particular purpose.
DESIGNED BY:	
CHECKED BY: 58	

REVISION	DATE	DESCRIPTION	BY	CHD



Town of Mountain Village  
Geographical Information System  
& CAD Design Office  
411 Mountain Village Blvd, Mountain Village, CO 81435  
Ph. 970-728-5946 Fax 970-728-6027

**MOUNTAIN VILLAGE MUNICIPAL CODE CHAPTER 9.18  
TO IMPLEMENT CERTAIN PEDESTRIAN ONLY AREAS.  
APPENDIX A**

SCALE: 1"=50'	JOB NO:	DATE: 4-4-18
SHEET NO:	1 of 1	





**Agenda Item No. 14**  
**PLANNING AND DEVELOPMENT SERVICES**  
**DEPARTMENT**  
455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970) 369-8250

**TO:** Town Council

**FROM:** John Miller, Senior Planner

**FOR:** April 25, 2018 Regular Town Council Meeting

**DATE:** April 11, 2019

**RE:** First Reading of an Ordinance regarding a rezone of Lot 600A; rezoning Lot 600A and transferring a net density of (6) person equivalents of Condominium density from the Density Bank to the Expansion Area of Lot 600A pursuant to Community Development Code Sections 17.4.9 & 17.4.10.

### **PROJECT GEOGRAPHY**

**Legal Description:** Lot 600A Expansion Area as shown on the plat recorded at Reception Number 418711

**Address:** TBD Elkstone Place

**Applicant/Agent:** Chris Hawkins, Alpine Planning

**Owner:** Sterling Snow, LLC

**Zoning:** Multi-Family

**Zoning Designations:** Condominium

**Existing Use:** Multi-Family

**Lot Sizes:** 600A: 2.133 acres  
Expansion Area: 0.51 acres

#### **Adjacent Land Uses, Lot 161A-R2:**

- **North:** Passive OS
- **South:** Single-Family
- **East:** Single-Family
- **West:** Active OS

### **ATTACHMENTS**

- Exhibit A: Applicant's Narrative
- Exhibit B: Ordinance
- Exhibit D: Agency Comments
- Exhibit E: Public Comment



**CASE SUMMARY:** Chris Hawkins of Alpine Planning, acting on behalf of Sterling Snow, LLC. is requesting a density transfer and rezone, which if approved would increase the density on Lot 600A by 6-person equivalents as described below in more detail in Table 1. The density will be transferred from the density bank onto the Expansion Area of Lot 600A as delineated on the Plat recorded at Reception Number 418711. Lot 600A, also known as Elkstone, is located directly adjacent to Elk Pond with access being taken from Mountain Village Blvd. The lot is currently developed with the exception of the Expansion Area as shown in Figure 1.

It should be noted that the density transfer and rezoning processes are being processed as concurrent development applications. The applicant did receive a recommendation of approval for the density transfer and rezone from the Design Review Board (DRB). In addition, the applicant will be requesting Final Architectural and Site Review approval from the DRB upon determination by Town Council that the density transfer and rezone are appropriate. If the Town Council does not determine that the application meets the requirements of the Community Development Code (CDC), then the applicant will be required to re-submit revised architectural plans to the DRB for review based off of the existing remaining density on Lot 600A.

**Table 1: Existing and Proposed Zoning/Densities**

Lot	Acreage	Zone District	Zoning Designation	Actual Units	Person Equivalent per Actual Unit	Total Person Equivalent Density
<b>Zoned Density</b>						
600A	2.133	Multi-Family	Condominium	32	3	96
			Employee Apt.	1	3	3
Total				33		99
<b>Built Density</b>			Condominium	28	3	84
<b>Unbuilt Density</b>			Condominium	4	3	12
<b>Unbuilt Density after Transfer and Rezone</b>			Condominium	6	3	18

*Staff Note: The proposal will result in a net increase of 2 Condominium Units within the Expansion Area of Lot 600A and an overall person equivalent increase of 6. The total density on Lot 600A after the rezone and density transfer would be 34 Condo Units and 1 Employee Apartment Unit.*

**CRITERIA, ANALYSIS AND FINDINGS**

The criteria for decision for the board to evaluate a rezone that changes the zoning designation and/or density allocation assigned to a lot is listed below. The following criteria must be met for the review authority to approve a rezoning application:

**17.4.9: Rezoning Process**

(\*\*\*)

3. Criteria for Decision: (\*\*\*)

- a. The proposed rezoning is in general conformance with the goals, policies and provisions of the Comprehensive Plan;

*Staff Finding: While the subject lots are not called out within a specific subarea plan, the area has been identified within the Future Land Use map as an area for Multi-Unit Development. In which, the Comprehensive Plan provides guiding policies such as allowing mixed-use commercial development, considerations to minimizing environmental impacts and ensuring that development fits and blends into the existing environment and character of the area. Although the applicant is*

*not proposing a commercial amenity with this project, it could be beneficial to have more residential units within close proximity to the Town Hall subarea and within an area that has previously been identified for development.*

- b. The proposed rezoning is consistent with the Zoning and Land Use Regulations;  
*Staff Finding: The proposed rezone and density transfer meets the requirements of the CDC. The Multi-Family Zone is intended to provide higher density multi-family uses limited to multi-family dwellings, hotbed development, recreational trails, workforce housing and similar uses. It could be preferable to the community to include additional housing units within this area to increase our hotbed inventory in an area that is in close proximity to adjacent commercial uses, public transit, and recreational amenities.*
- c. The proposed rezoning meets the Comprehensive Plan project standards;  
*Staff Finding: As mentioned above, the subject lots are not within a planned subarea and therefore are not called out specifically within the Development Table (Comprehensive Plan; Pg. 52) with site specific 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;  
*Staff Finding: Due to the location of the project – within the expansion area that was previously identified for development of multi-family units, there are very few potential impacts that could arise related to public health, safety, and the welfare of adjacent uses. By clustering the development within the existing expansion area, it limits future development needs in other areas that could potentially have higher impacts than the proposed location.*
- 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;  
*Staff Finding: The density on the site allows for 4 additional condo units as currently zoned – this proposal would increase the allowance to 6 units. As mentioned above, density directly adjacent to the Town Hall subarea is preferable development on other multi-family lots on the periphery of the community. The changes in the development pattern of the adjacent areas and their high-densities justify the requested increase in density on Lot 600A.*
- f. Adequate public facilities and services are available to serve the intended land uses;  
*Staff Finding: Any future development would be required to utilize town infrastructure including sewer, water, and public transportation. It should be noted that the existing lines for all utilities serving the project are currently located within Lot 600A and would require minor extensions. It's unclear to staff if this project would be required to increase infrastructure capacity but this was not indicated to be problematic during the agency review of the project by public works.*
- g. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and  
*Staff Finding: The rezoning will not create a vehicular or pedestrian circulation hazards due to the unique location, parking limitations, and access to the public transportation within the Town Center Subarea.*

- h. The proposed rezoning meets all applicable Town regulations and standards.  
*Staff Finding: The application meets all applicable regulations and standards.*

**17.4.10: Density Transfer Process**

(\*\*\*)

D. Criteria for Decision

(\*\*\*)

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);

*Staff Finding: The applicant has met the criteria for decision for rezoning as provided above.*

- b. The density transfer meets the density transfer and density bank policies; and  
*Staff Finding: The application meets all applicable density transfer and density bank policies.*

- c. The proposed density transfer meets all applicable Town regulations and standards.  
*Staff Finding: The application meets all applicable regulations and standards.*

**DESIGN REVIEW BOARD RECOMMENDATION:** The Design Review Board reviewed the application for rezone and density transfer for Lot 600A at their March 28, 2019 Regular Meeting and provided a unanimous recommendation as written to the Town Council

**RECOMMENDATION:** If Town Council determines that the application to transfer density from the density bank to Lot 600A meets the criteria for decision listed within this staff memo, then staff has provided the following suggested motion:

I move to approve, the first reading of an Ordinance regarding the rezone and density transfer application pursuant to CDC Sections 17.4.9 & 17.4.10 of the Community Development Code, to rezone Lot 600A and transfer two condominium density units (6-person equivalent density) from the density bank to the expansion area of the subject lot based on the evidence provided within the Staff Report of record dated April 11, 2019 and with the following conditions:

1. The owner of record of density shall be responsible for all dues, fees and any taxes associated with the assigned density and zoning until such time as the density is either transferred to a lot or another person or entity.
2. The final location and design of any buildings, grading, landscaping, parking areas, and other site improvements shall be determined with the required Design Review Process application pursuant to the applicable requirements of the CDC.
3. The Property Owner must demonstrate ownership of the additional two (2) condominium density (six-person equivalent density) prior to the issuance of a building permit.

In addition, I move to direct the Town Clerk to set a public hearing for May 16, 2019. This motion is based on the evidence and testimony provided at a public hearing held on April 25, 2019 with notice of such hearing as required by the Community Development Code.



# Elkstone Lakeside Condominiums

## Rezoning, Density Transfer and Initial Architecture and Site Review



**Z E H R E N**  
**AND ASSOCIATES**  
ARCHITECTURE • PLANNING  
INTERIORS • LANDSCAPE ARCHITECTURE  
Avon, Colorado (970) 949-0257  
Santa Barbara, California (805) 963-6890  
[www.zehren.com](http://www.zehren.com)



# PROJECT OVERVIEW

Sterling Snow, LLC (“**Owner**”) is the owner of the Declarant Rights and the development rights in the Expansion Area of Lot 600A as shown on the plat recorded at Reception Number 418711 (“**Expansion Area**”) and as shown in Figure 1. The Expansion Area is a part of the Elkstone Condominium Community (“**Elkstone**”). The Declarant Rights allow for the Owner to develop the Expansion Area per the declaration for Elkstone as amended (“**Declaration**”). The Expansion Area is shown in Figure 1.

Elkstone currently includes 29 built condominium units in three duplex buildings; one detached single-family condo building; and 21 multi-family condominium units and one employee apartment in the Elkstone 21 building. The Official Land Use and Density Allocation List confirms that remaining zoned density on Lot 600A in the Expansion Area is four (4) condominium units (12 person equivalents) as summarized in Table 1.

**Table 1. Lot 600A Density Per the Official Land Use and Density Allocation List**

Lot	Acreage	Zone District	Zoning Designation	Actual Units	Density Per Unit	Equivalent Units
<b>Zoned Density</b>						
600A	2.133	Multi-family	Condominium	32	3	96
			Employee Apt.	1	3	3
<b>Total</b>				33		99
<b>Built Density</b>						
			Condominium	28	3	84
			Employee Apt.	1	3	3
<b>Total</b>						
<b>Remaining Density</b>			Condominium	4	3	12

The Project Summary is shown in Table 2. The Owner proposes to develop six (6) condominium units in the Expansion Area that necessitates Rezoning and Density Transfer Process development applications. The Density Transfer consists of moving two (2) condominium units of density from the Density Bank to the Property.

The Owner could alternatively propose to convert the four (4) condominium units into twelve (12) lodge units without a density transfer to the Expansion Area. This conversion and the Owner’s ability to rezone the Property are recognized in the Declaration and supported by the Mountain Village Comprehensive Plan (“**Plan**”). However, we believe that a six (6) condominium development is a much better fit for the Elkstone community.

## Concurrent Processing

The Owner requests concurrent approval of a Design Review Process application with the Rezoning Process and Density Transfer Process development applications. The base premise of this request is that if the Town does not approve the rezoning and density transfer, then the Owner intends to build currently-permitted four condominium units within the proposed building footprint. We therefore respectfully request that the Design Review Board consider the following condition for any approval of the Initial Architecture and Site Review:

“Prior to submitting for the Final Review, the Owner shall either (A) obtain Town Council approval for the Rezoning Process and Density Transfer Process development applications; or (B) revise the proposed plans to include only four condominium units.”

Granting this request would allow for the Owner to move forward with the development of the Expansion Area.



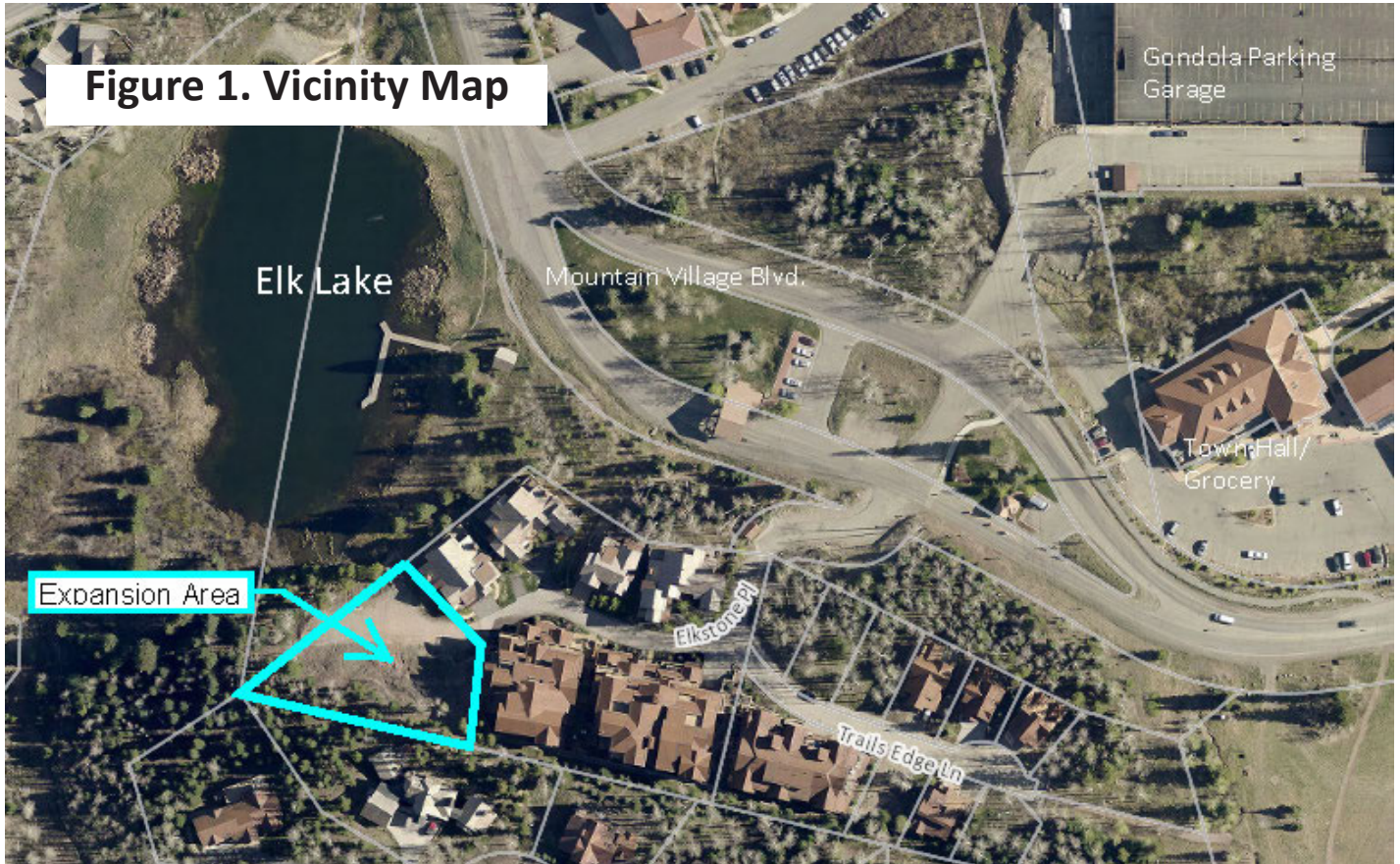


Table 2. Project Summary

Geography and Zoning Requirements		
	Existing/Requirement	Proposed (Approx.)
Lot 600A Size	2.133 acres	No Change
Expansion Area Size	22,265 sq. ft. (0.51 acres)	No Change
Zone District	Multi-family Zone District	No Change
Proposed Density	4 Condo Units	6 Condo Units
Maximum Building Height	48 feet + 5 feet for gabled roofs	50.29'
Average Building Height	48 feet + 5 feet for gabled roofs	39.79' (-13.21')
Lot Coverage	65%	52%
Setbacks		
Front - North	None	1'
Rear - South	16'	17'
Side - East	16'	250'+
Side - West	Same as North Setback	
Parking	9 spaces (1.5 spaces per Unit)	9 spaces

## Site Context

The Expansion Area is located to the southeast of the Elk Lake and to the west of the Elkstone 21 Condominiums, and in the Multi-family Zone District. The site is characterized by a flat-graded bench that currently functions as a turnaround at the end of Elkstone Place. This flat space was graded to provide a construction

staging area for the Elkstone 21 Condominium Project. A temporary slope erosion mitigation system was installed on the Property in 2014 to stabilize slumping slopes and erosion.

The Expansion Area has a low USGS elevation of 9524 on the north side and 9592 on the south side for an overall elevation gain of 68 feet. The slopes within the Expansion Area have a grade of approximately 55% above the flat graded area. The topography on the Expansion Area prior to the Elkstone 21 development (natural grade) had grades of approximately 55%. Most of the trees on the site were removed during the development of Elkstone 21, with the only remaining trees found on the west and south sides of the site and one aspen on the north side.

The Expansion Area showed signs of slope movement after the construction of Elkstone 21 that warranted the Town to require the prior developer to install temporary slope stabilization measures. The temporary stabilization measures consist of soil nails and a mesh shoring system. The proposed development will replace these temporary stabilization measures with permanent retaining, grading and revegetation.

## Building Siting + Design

The primary factor in siting the building is the necessary area and configuration required for an emergency vehicle turnaround. By identifying “pedestrian” and “vehicular” areas through detailing and use of pavement and landscape materials, we believe we can create an outdoor plaza and “front door” to the building that link common outdoor areas with internal lobbies and circulation.

The building “footprint” is primarily defined by the necessary and efficient configuration of the required indoor parking areas, (1.5 spaces/unit), as well as aligning the building walls with natural grades to minimize the height of retaining walls, while maximizing views to Elk Lake and the mountain ranges beyond from both common areas and condominium units.

By providing a balanced configuration of two units on each floor, we have minimized necessary common areas to a single exit stairway and elevator core on each floor. We believe this unit arrangement maximizes each unit’s value by providing single-level living, (no internal stairs in most units), with 90-degree views, 270-degree day light, and ventilation for the lower level units.

For security purposes, we can “key” the elevator to only open at the specific unit and common areas. While the elevator could be easily located on the south side of the building, which would increase the amount of “salable” area along the north side of the building, we feel it is more beneficial to eliminate common corridors and connect the unit elevators directly to ground floor common areas as opposed to having the primary elevator lobby within the parking garage.

## REZONING

The proposed rezoning complies with the Rezoning Process Criteria for Decision set forth in CDC Section 17.4.9(C)(3).

## General Conformance with the Mountain Village Comprehensive Plan

The proposed rezoning and density transfer are in general conformance with the Plan. The Plan’s Future Land Use Plan designates Lot 600A and the Expansion Area as “Multiunit”. The Plan states the following regarding the Multiunit classification:

“Provide higher density condominium development for deed restricted housing, hotbeds, second homes and similar uses.”

The Plan policies for Multiunit development were incorporated into the CDC and the Multi-family Zone



# Local Design Inspiration





District. No public benefits are recommended by the Plan for the Expansion Area. Lot 600A has provided the required employee housing in the Elkstone 21 building. Wetlands, steep slopes and infrastructure are addressed in this narrative. Most of the forested tree cover was removed from the Expansion Area by the prior developer when Elkstone 21 was constructed. The proposed new development would require removal of approximately 15 additional trees as shown on the landscaping plan.

## Consistency with Zoning and Land Use Regulations

The proposed rezoning and density transfer applications are consistent with the Zoning and Land Use Regulations contained in CDC Section 17.3. Multi-family condominium dwellings are permitted uses in the Multi-family Zone District.

The Owner intends to transfer two condominium units to the Expansion Area. Workforce housing has been provided as required by the original Town Zoning with one employee apartment in Elkstone 21. The rezoning does not impact the CDC Platted Open Space requirements. The proposed building height and maximum average height comply with the CDC building height limitations. The site coverage also complies with the Multi-family Zone District with less than 65% site coverage.

## Comprehensive Plan Project Standards

The proposed rezoning complies with the Comprehensive Plan Project Standards in CDC Section 17.4.12 (H).

### Visual Impacts

Visual impacts have been minimized and mitigated. The primary views for the existing Elkstone development are not adversely impacted since their view corridors are to the north and the proposed building is located to the west. The home on Lot 235B at 108 Gold Hill Court is located directly to the south of the Expansion Area at what appears to be an elevation of over 9600 feet. The highest proposed roof ridge has an elevation of 9602.08. We reached out to the owner of Lot 235B and obtained permission to survey the as-built elevations of the living spaces and deck that overlook the Expansion Area. We are currently awaiting the results of that survey. Lot 236B at 106 Gold Hill Court has primary views that look directly to the north with the proposed development located northwest of the Expansion Area and well out of the primary direct views.

The Owner is proposing a building that complies with the maximum height allowed in the Multi-family Zone District - and the building height would remain the same even if only four condominium units were developed. The rezoning is not introducing a new use that was not anticipated. Instead, development has been known and contemplated for the Expansion Area since Lot 600A was created, and it has been well documented with the various phases of the Elkstone development.

The permitted building height is mitigated by the natural topography of the site, with two stories built into the hillside. Properties to the south would view two stories above grade and the roof area.

### Scale and Mass

The scale and mass of the development are appropriate and based on the zoning limitations of the Multi-family Zone District. The scale and mass of the building are minimized and mitigated through significant building articulation in the exterior walls; varying exterior materials; window fenestration; the use of decks at varying levels; varying roof forms and heights; landscaping; and tucking the building into the hillside.

### Environmental and Geotechnical Impacts

The proposed development is avoiding or mitigating environmental and geotechnical impacts. A Colorado licensed Professional Engineer will design the proposed uphill retaining wall for the development based on a soils report and in consideration of the past geotechnical mitigation work completed in the Expansion Area.

The design will also be completed in accordance with the CDC Steep Slope Regulations. There are no wetlands present in the Expansion Area. Wetlands are present to the north of the Expansion Area around Elk Lake as discussed in this narrative.

### [Site Specific Issues](#)

The proposed development addresses site specific issues. The Elkstone 21 Building foundation drain caused a significant odor problem in the area that was corrected by discharging groundwater beneath the surface of Elk Lake. The proposed development will design its building drain system to ensure that the past smell issue is not repeated for the new building.

The proposed development is also providing an emergency firetruck turnaround that serves the entire Elkstone development. This fire truck turnaround will also provide a vehicular turnaround at the end of Elkstone Place.

## **Consistency with Public Health, Safety and Welfare**

The proposed rezoning is consistent with the public health, safety and welfare. The proposed development is designed in accordance with the dimensional limitations of the underlying Multi-family Zone District. The dimensional limitations of the CDC were created to ensure appropriate and compatible development as envisioned by the Plan, the Multi-family Zone District and the CDC. Adequate infrastructure and services are available to the Expansion Area as outlined in this narrative.

## **Rezoning Justification**

The proposed rezoning is justified by the Plan with multi-family condominium development envisioned in the Expansion Area. The Town's rezoning and density transfer policies also recognize the ability to transfer density or convert density on a development site.

## **Public Facilities and Services**

The Telluride Fire Protection District will provide fire protection and emergency response services. The Mountain Village Police Department will provide police services. Water and sewer are available from the Town of Mountain Village. Gas and electric services will be provided by Black Hills Energy and SMPA, respectively. The roads within the Elkstone development are privately maintained, including snow plowing and snow removal as needed. Pedestrian access to the gondola is provided by Elkstone Place and a sidewalk system starting at Mountain Village Blvd.

## **Project Circulation, Parking, Trash and Deliveries**

The proposed development will be accessed by Elkstone Place from Mountain Village Blvd. An emergency and vehicular turnaround for Elkstone Place will be provided as a part of the project and benefit the entire Elkstone community. Parking will be provided in an underground parking garage accessed off the end of Elkstone Place. A trash and recycling room is designed into the building that is accessed from the emergency turnaround. A loading/unloading parking area is provided to the east of the transformer next to Elkstone 21.

## **Compliance with Other Town Regulations**

The proposed development will comply with the requirements of the CDC and any applicable requirements of the Municipal Code.

# DENSITY TRANSFER

The proposed development complies with the CDC density transfer policies. The Owner has identified a few options to acquire two (2) condominium units of density from the Density Bank, and intends to enter into a contract to purchase the density prior to the Town Council public hearing on the rezoning. We are requesting that the Town condition any rezoning approval upon the Owner providing proof that two (2) condominium units of density have been transferred to the site from the Density Bank prior to recording the approving ordinance.

The proposal is in compliance with the Density Transfer Process and outlined in CDC Section 17.4.10. The density transfer will meet the density transfer and density bank policies, with condominium units in the Density Bank proposed to be transferred to the site.

## DESIGN REVIEW PROCESS - INITIAL REVIEW

The Owner is seeking the approval of a concurrent Design Review Process application. This section documents how the project complies with key design review requirements of the CDC.

### Northern Setback

There is no general easement along the northern property line. CDC Section 17.3.14(B) states:

“For lots outside the Village Center Zone District where a general easement does not exist and lots where the general easement has been vacated, the review authority may require the establishment of a building setback as determined by the DRB at the time of review of a development application.”

We are proposing a minimal setback of approximately one (1) foot on the northern property line for several reasons. The main reason for the proposed setback is to reduce impacts to steep slopes on the site since pushing the building back would cause more site impacts in an area that has already seen some past soil movement prior to the temporary stabilization. We are also attempting to mitigate visual impacts for the home on Lot 235B. A reduced setback is also justified based on the proximity to the Elk Lake open space and the forested buffer along the pond. The Elkstone development also contains relatively small six (6) foot setbacks to this same property line.

### Design Variation

The project architect is proposing to use acrylic coated Galvalume metal shingles for the roofing material as shown on Sheets A2.01 through A.203. The Galvalume metal shingles are proposed on the northern and southern gables while standing seam metal roofing is proposed on the eastern and western gables with the exception of a few roof small shed forms on the east elevation. The Galvalume roofing represents 48% of the overall roofing materials. Galvalume is a zinc/aluminum coated steel roofing product that is electronically etched into the steel similar to a galvanizing process.

Galvalume metal shingles are not a specifically identified roofing material in CDC Section 17.5.6(C)(3) and therefore may require approval pursuant to the Design Variation Process. Galvalume is a zinc coated product and zinc roofing is a permitted roofing material. CDC Section 17.4.11(E)(5)(a) states that the DRB may approve a Design Variation Process request if the following criteria are met, with our comments shown in *italics*:

- i. The design variation is compatible with the design context of the surrounding area. *We believe the proposed roofing is compatible with the design context of the surrounding area. We are proposing a metal shingle that is comparable to smaller shake shingles found on the older Elkstone buildings that is also*

*compatible with roofing on the Elkstone Building and surrounding developments. We believe the metal shingle looks much better than synthetic wood shingles and provides a nice change to break up the rusted and rustic patina of the area.*

- ii. The design variation is consistent with the town design theme. *The proposed roofing material is consistent with the Mountain Village Design Theme. The proposed material has been shown to hold up well over time in high alpine conditions. The roofing material has gray color with texturing and shadows that will provide relief. The roofing material will allow roof materials to evolve in the town while still providing the desired high alpine feel and design. The proposed color will better blend into the forested backdrop of the town than will rusted metal.*
- iii. The strict application of the Design Regulations(s) would prevent the applicant or owner from achieving its intended design objectives for a project. *Strict application of the CDC limitations would prevent the use of Galvalume metal shingles. The project architect designed the roof to be an important element of the overall design, with metal shingles replicating smaller cedar shake shingles and a more contemporary appearance, and standing seam metal roofing predominating the overall roof design.*
- iv. The design variation is the minimum necessary to allow for the achievement of the intended design objectives. *The design variation is the minimum needed to allow for the use of Galvalume roofing shingles.*
- v. The design variation is consistent with purpose and intent of the Design Regulations. *The design variation is consistent with the purposes of the Design Regulations because it will promote good civic design and development and create and preserve an attractive and functional community.*
- vi. The design variation does not have an unreasonable negative impact on the surrounding neighborhood. *We believe the design variation will have a positive impact on the surrounding neighborhood through introduction of a unique material and roof design that complements neighboring architecture.*
- vii. The proposed design variation meets all applicable Town regulations and standards. *The proposed variation meets the requirements of the CDC, including but not limited to the Building Regulations.*
- viii. The variation supports a design interpretation that embraces nature, recalls the past, interprets our current times, and moves us into the future while respecting the design context of the neighborhood surrounding a site. *Galvalume roofing was selected because it recalls cedar shake shingles that are no longer allowed and interprets it to our modern time with a classic roof pattern that is similar in appearance to cedar shingles. The overall roof design will achieve optical relief through the use of standing seam zinc metal roofing on the eastern and western facades and Galvalume roofing on the northern and southern facades.*

## Steep Slopes

The Property contains steep slopes that are 30% or greater. Section 17.6.1(C)(2)(a) of the Community Development Code CDC states that:

“Building and development shall be located off slopes that are thirty percent (30%) or greater to the extent practical.

- i. In evaluating practicable alternatives, the Town recognizes that it may be necessary to permit disturbance of slopes that are 30% or greater on a lot to allow access to key viewsheds, avoid other environmental issues, buffer development and similar site-specific design considerations.”

It is not practicable to avoid all steep slope areas because the Expansion Area contains large areas of slopes that are 30% or greater, when the flat bench in the Expansion Area was graded out of the hillside. The current permitted uses and density were placed on Lot 600A with knowledge of the steep slopes. The impact to

steep slopes is unchanged from current zoning because the Owner intends to build the same building footprint for a four-unit condominium or twelve-unit lodge project if the Town does not approve the rezoning request for six (6) units.

CDC Section 17.6.1(C)(2)(c) states the review authority will only allow for steep slope disturbance if the following criteria are met, with our comments shown in *italics*:

- i. The proposed steep slope disturbance is in general conformance with the Comprehensive Plan. *The proposed steep slope disturbance is envisioned by the Plan. The Future Land Use Map envisions the Expansion Area for Multi-family development.*
- ii. The proposed disturbance is minimized to the extent practical. *A large cut across the Expansion Area was made during the development of Elkstone 21 to create a flat bench for staging construction materials and equipment. Thus, significant site disturbance to the steep slopes has occurred. The proposed building in the Expansion Area will provide a permanent slope stabilization measure. Soil disturbance in undisturbed areas will be minimized to the extent practical.*
- iii. A Colorado professional engineer or geologist has provided:
  - (a) A soils report or, for a subdivision, a geologic report; or
  - (b) An engineered civil plan for the lot, including grading and drainage plans.

And the proposal provides mitigation for the steep slope development in accordance with the engineered plans. *A Colorado PE has designed the proposed grading plans. A Colorado PE will design the uphill retaining wall based on a site-specific soil analysis and the temporary stabilization plan prior to submitting for a building permit for development.*

## General Easement

We are also requesting the use of the southern general easement for soil nailing that will be a minimum of approximately 15 feet below grade. Soil nailing is not a permitted use in the general easement. CDC Section 17.3.14(F) states, with our comments shown in *italics*:

“The DRB may waive the general easement setback or other setbacks and allow for prohibited activities provided:

1. The applicant has demonstrated that avoiding grading and disturbance in the general easement setback would create a hardship, and there is not a practicable alternative that allows for reasonable use of the lot. *There is no practicable engineering alternative for soil nailing that avoids the general easement. The soil nailing is approximately 15 feet below grade and will not impact the ability of the Town to use the general easement for utilities or allowed surface uses.*
2. The disturbance in the general easement setback is due to natural features of the site, such as steep slopes, wetlands and streams. *The soil nailing is needed to stabilize the uphill slopes and construct a retaining wall to allow for development. The soil nailing is needed even if the Owner builds four condominium units so adding two condominium units does not increase the need for soil nailing in the general easement.*
3. No unreasonable negative impacts result to the surrounding properties. *The soil nailing is below grade and will therefore cause no adverse impacts to surrounding development.*
4. The general easement setback or other setback will be revegetated and landscaped in a natural state. *The surface of the general easement will not be impacted.*

5. The Public Works Department has approved the permanent above-grade and below-grade improvements. *We will be reaching out to the Public Works Director in the coming weeks to discuss the proposed soil nailing.*
6. The applicant will enter into an encroachment agreement with the Town with the form and substance prescribed by the Town. *The Owner will enter into an encroachment agreement with the Town; however, a revocable agreement would be impractical due to the need to permanently stabilize the slopes in the Expansion Area.*
7. Encroachments into the general easement setback or other setbacks are mitigated by appropriate landscaping, buffering and other measures directly related to mitigating the encroachment impacts. *The below-grade soil nailing does not require mitigation.*

## Exterior Material, Roof Design and Retaining Wall Design

The Elkstone Lakeside Condominium development is designed with the following exterior materials:

Exterior Material	Area	Percent of Total Facade
Telluride Gold Stone	5,947 sq. ft.	36%
8" Horizontal Wood Cedar Siding/Fascia	3,785 sq. ft.	23%
Metal Zinc Panels	648 sq. ft.	4%
Corrugated Metal Siding	766 sq. ft.	5%
Steel Beam/Mech Grate	759 sq. ft.	5%
Glazing	4,456 sq. ft.	27%
Total Material		100%

Roofing is proposed to be a combination of red zinc standing seam and Galvalume metal shingles as shown on the elevations. All above grade exterior retaining walls are proposed to be faced with Telluride Gold Stone.

The proposed roof design provides "...a composition of multiple forms that emphasize sloped planes, varied ridgelines and vertical offsets..." as required by the Design Regulations.

## Wetlands

Grading for the development is proposed 25 feet from the Elk Lake Wetlands. The development therefore is not subject to the CDC Wetland Regulations. Final plans will include a robust water quality protection plan.

## Driveway Access Retaining Walls

CDC Section 17.6.6(B)(7)(a)-(b), Driveway Standards states:

- a. The maximum retaining wall height shall be five feet (5'), with a minimum "step" in between walls of four feet (4') to allow for landscaping to soften the walls.
- b. Retaining walls shall be setback from driveways at least five (5) feet, where practicable, to allow proper room for drainage, snow plowing and snow storage.

The driveway access emergency turnaround has been designed with a maximum five (5) foot tall wall as shown on the site plan.





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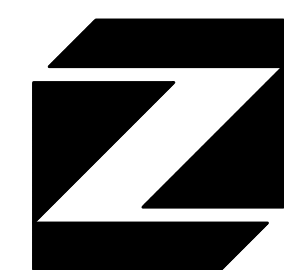
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# ELKSTONE LAKESIDE CONDOMINIUMS IN MOUNTAIN VILLAGE, COLORADO



## ISSUE C - DESIGN REVIEW REVISION

MARCH 06, 2019



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# PROJECT DIRECTORY

# GENERAL NOTES

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- DO NOT SCALE DRAWINGS.
- DIMENSIONS ARE TO CENTERLINE OF GRID AND FACE OF CONCRETE. INTERIOR WALL DIMENSIONS ARE TO CENTER OF STUD AND EXTERIOR WALL DIMENSIONS ARE TAKEN TO FACE OF NAKED EXTERIOR STUD, UNLESS NOTED OTHERWISE.
- ALL ANGLES ON PLANS ARE 90 OR 45 DEGREES, UNLESS NOTED OTHERWISE.
- NOTIFY ARCHITECT OF ANY DISCREPANCIES OR CONFLICTS IN DOCUMENTS PRIOR TO DEMOLITION, CONSTRUCTION, OR ALTERATION OF EXISTING OR NEW STRUCTURES.
- PROVIDE ALL NECESSARY BLOCKING IN WOOD & METAL STUD WALLS AND CEILINGS. LOCATIONS INCLUDE BUT ARE NOT LIMITED TO TOILETS, BATH ACCESSORIES, CEILING AND WALL MOUNTED ELECTRICAL FIXTURES, SHELVES, CLOSET RODS, CABINETS, COUNTERTOPS, AND FALSE BEAMS.

# ABBREVIATIONS

AC ARCHITECTURAL CONCRETE	CO CLEAN OUT	FD FLOOR DRAIN	HR HOUR	N NORTH	R RISER	T TREAD
ACOUS ACUSTICAL	COL COLUMN	FDN FOUNDATION	HSS HIGH-STRENGTH STEEL	N/A NOT APPLICABLE	RB RESILIENT BASE	TSS TOP OF STRUCTURAL SLAB
ACT ACOUSTIC CEILING TILE	CONC CONCRETE	FEC FIRE EXTINGUISHER CABINET	HT HEIGHT	NIC NOT IN CONTRACT	RC RESILIENT CHANNEL	TSF TOP OF STRUCTURAL FLOOR
AD AREA DRAIN	CONST CONSTRUCTION	FF FINISH FLOOR	ID INSIDE DIAMETER	No NUMBER	RCP REFLECTED CEILING PLAN	TFF TOP OF FINISH FLOOR
ADJ ADJACENT	CONT CONTINUOUS	FG FIBERGLASS	ID INSIDE DIAMETER	NOM NOMINAL	RD ROOF DRAIN	TC TOP OF CURB
AFF ABOVE FINISH FLOOR	CORR CORRUGATED	FHC FIRE HOSE CABINET	ID INTERIOR DESIGN	NTS NOT TO SCALE	REF REFERENCE	TEL TELEPHONE
AFP ACOUSTIC FABRIC PANEL	CPT CARPET	FHR FIRE HOSE REEL	IN INCHES	OA OVERALL	REFR REFRIGERATOR	TERZ TERRAZZO
ALT ALTERNATE	CS CONCRETE SEALER	FIN FINISH(ed)	INCL INCLUDE	OC ON CENTER	REINF REINFORCED	THK THICKNESS
ALUM ALUMINIUM	CT CERAMIC TILE	FL FLOOR	INFO INFORMATION	OD OUTSIDE DIAMETER	REQD REQUIRED	THRU THROUGH
ANOD ANODIZED	CU CUBIC	FLG FLANGE	INSUL INSULATION	OFD OVERFLOW DRAIN	REV REVISION	T/O BM TOP OF BEAM
AP ACCESS PANEL	CY CUBIC YARD	FLSG FLASHING	INT INTERIORS	OPNG OPENING	RM ROOM	T/O CONC TOP OF CONCRETE
APPROX APPROXIMATE		FLR FLOOR	JC JANITOR CLOSET	OPP OPPOSITE	RO ROUGH OPENING	TOW TOP OF WALL
ARCH ARCHITECTURAL	D DEPTH	FLUOR FLUORESCENT	JMB JANITOR MOP BASIN	OSB ORIENTED STRAND BOARD	RP RADIUS POINT	TRANS TRANSVERSE
B&B BALL AND BURLAP	DD DECK DRAIN	FOC FACE OF CONCRETE	JT JOINT	OSF OUTSIDE FACE	RS ROUGH SAWN	TRAV TRAVERTINE
B/O BOTTOM OF	DF DRINKING FOUNTAIN	FOF FACE OF FINISH	LAB LABORATORY	OZ OUNCE	S SOUTH	TS TUBULAR STEEL
BC BACK OF CURB	DI DRAIN INLET	FOS FACE OF STUD	LAM LAMINATED	PA PAINTED	SCH SCHEDULE	TYP TYPICAL
BD BOARD	DIA DIAMETER	FP FIREPLACE	LAV LAVATORY	PART PARTITION	SD STORM DRAIN	UG UNDERGROUND
BLDG BUILDING	DIAG DIAGONAL	FR FIRE-RETARDANT	LB(S) POUNDS	PAV PAVERS	SECT SECTION	UL UNDERWRITERS LABORATORIES
BLKG BLOCKING	DIM DIMENSION	FT FEET	LP LOW POINT	PC POINTS OF CURVATURE	SF SQUARE FEET	UNO UNLESS NOTED OTHERWISE
BM BEAM	DN DOWN	FTG FOOTING	LT LIGHT	PCC PRECAST CONCRETE	SHT SHEET	UR URINAL
BOH BACK OF HOUSE	DTL DETAIL	GA GAUGE	LTWT LIGHTWEIGHT	PERP PERPENDICULAR	SIM SIMILAR	VB VINYL BASE
BOT BOTTOM	DWG DRAWING	GAL GALLON	LVR LOUVER	PL PLATE	SIP STRUCTURAL INSULATION PANEL	VCT VERTICAL COMPOSITION TILE
BRG BEARING	E EAST	GALV GALVANIZED	MACH MACHINE	PLM PLASTIC LAMINATE	SLR SEALER	VERT VERTICAL
BRK BRICK	EA EACH	GC GENERAL CONTRACTOR	MATL MATERIAL	PLWB PLUMBING	SNK SINK	VEST VESTIBULE
BRZ BRONZE	EA EXPOSED CONSTRUCTION	GI GALVANIZED IRON	MAX MAXIMUM	PTD PAINTED	SS SPECIFICATION	VIF VERIFY IN FIELD
BSMT BASEMENT	EIFS EXTERIOR INSULATION & FINISH SYSTEM	GL BLK GLASS BLOCK	MECH MECHANICAL	PLD PLYWOOD	SQ SQUARE	VNR VENEER
BTU BRITISH THERMAL UNIT	EJ EXPANSION JOINT	GL GLASS MESH MASONRY UNIT	MED MEDIUM	PTD PAINTED	SS STAINLESS STEEL	WVC VINYL WALL COVERING
BUR BUILT UP ROOF	ELEC ELECTRICAL	GMMU GLASS MESH MASONRY UNIT	MEZZ MEZZANINE	PPL PROPERTY LINE	SK SERVICE SINK	W WEST
BW BOTTOM OF WALL	ELEV ELEVATION	GR GRANITE	MFR MANUFACTURER	PR PAIR	STA STAINED	WC WATER CLOSET
C/C CENTER TO CENTER	ELEV ELEVATOR	GRD GRADE	MH MANHOLE	PROJ PROJECT	STC SOUND TRANSMISSION CLASS	WD WOOD
CAL TREE CALIPER	EM EMERGENCY	GWB GYPSUM WALLBOARD	MIN MINIMUM	PROJ PROJECT	STD STANDARD	WLS WALLS
CFM CUBIC FEET PER MINUTE	EMBED EMBEDMENT	H&V HEATING & VENTILATION	MISC MISCELLANEOUS	PSF POUNDS PER SQUARE FOOT	STIFF STIFFENER	WP WATERPROOF
CIP CAST IN PLACE	EPS EXPANDED POLYSTYRENE	HB HOSE BIBB	MLW MILLWORK	PSI POUNDS PER SQUARE INCH	STN STAMPED	WPW WATERPROOF MEMBRANE
CJ CONTROL JOINT	EQ EQUIP	HC HOLLOW CORE	MN MINUTES	PT POINT OF TANGENCY	STOR STONE	WR WATER RESISTANT
CL CENTER LINE	ESC ESCALATOR	HDW HARDWARE	MO MASONRY OPENING	PVC POLYVINYL CHLORIDE	STR STRUCTURAL	WWF WELDED WIRE FABRIC
CLG CEILING	EXIST EXISTING	HM HOLLOW METAL	MR MARBLE	QT QUARRY TILE	SUSP SUSPENDED	XPS EXTRUDED POLYSTYRENE
CLO CLOSET	EXP EXPOSED	HH HAND HEWN	MTD MOUNTED	QT QUART		YDS YARDS
CLR CLEAR	EXPA EXPANSION	HORZ HORIZONTAL	MTL METAL	QTY QUANTITY		
CM CORRUGATED METAL	EXT EXTERIOR	HP HIGH POINT				
CMP CORRUGATED METAL PIPE						
CMU CONCRETE MASONRY UNIT						

# DRAWING INDEX

<b>GENERAL SHEETS</b>	A0.00 COVER SHEET
	A0.01 PROJECT INFORMATION SHEET
<b>ARCHITECTURAL SHEETS</b>	A1.01 FIRST LEVEL FLOOR PLAN
	A1.02 SECOND LEVEL FLOOR PLAN
	A1.03 THIRD LEVEL FLOOR PLAN
	A1.04 FOURTH LEVEL FLOOR PLAN
	A1.05 FIFTH LEVEL FLOOR PLAN
	A1.06 ROOF PLAN
	A2.01 EXTERIOR ELEVATIONS
	A2.02 EXTERIOR ELEVATIONS
	A2.03 PROPOSED EXTERIOR MATERIALS
	A2.04 EXTERIOR MATERIALS TAKE-OFF
	A2.05 EXTERIOR MATERIALS TAKE-OFF
	A3.01 SITE SECTION
	A5.01 WINDOW AND DOOR DETAILS
	H1.00 BUILDING ROOF HEIGHT ANALYSIS
	R1.00 CONCEPT VIEWS
	R1.01 CONCEPT VIEWS
<b>LANDSCAPE SHEETS</b>	L1.01 SITE PLAN
	L1.02 STEEP SLOPES MAP

# DATUM REFERENCE

DATUM = 100'-0" = 9,600 ABOVE SEA LEVEL = TOP OF CONCRETE AT LEVEL FP01

# MATERIALS LEGEND

<b>MATERIAL HATCHES IN SECTION</b>	<b>MATERIAL HATCHES IN ELEVATION</b>
FILL MATL EARTH GRAVEL	GLAZING GLASS
CONCRETE CONCRETE LTWT CONC CMU PLASTER	CONCRETE/PLASTER
BRICK FACE BRICK FIRE BRICK	MASONRY BRICK CMU RUNNING STACKED CERAMIC
STONE STONE VENEER	WOOD SHAKES WD TRIM PANEL
METAL IRON, STEEL	METAL CORRUGATED METAL COPPER SHINGLES FISHSCALE SHINGLES SPANISH TILE
WOOD FINISH ROUGH BLOCKING PLYWOOD PLYWOOD OSB PLYWOOD	
INSULATION BATT RIGID RIGID RIGID SOUND BOARD BLOWN-IN-BLANKET (BIBS)	
MISC ACOUSTICAL TILE CARPET & PAD DRAINAGE MAT	

# GRAPHIC SYMBOLS

DETAIL/ENLARGED PLAN BUBBLE	DETAIL BUBBLE	DRAWING TAGS	NEW SITE PLAN
GRID BUBBLE	DIMENSION, STAIR LEADERS	NORTH	ELEVATION
KITCHEN ROOM NAME	DOOR TAG	EXTERIOR WALL TAG	FLOOR TAG
ROOM NAME	WINDOW TAG	FLOOR TAG	ROOF TAG
	BUILDING SECTION	REVISION CLOUD	REVISION TAG
	BUILDING ELEVATION	BREAK LINE	

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**ELKSTONE CONDOMINIUMS**  
LOT 600A  
MOUNTAIN VILLAGE, COLORADO

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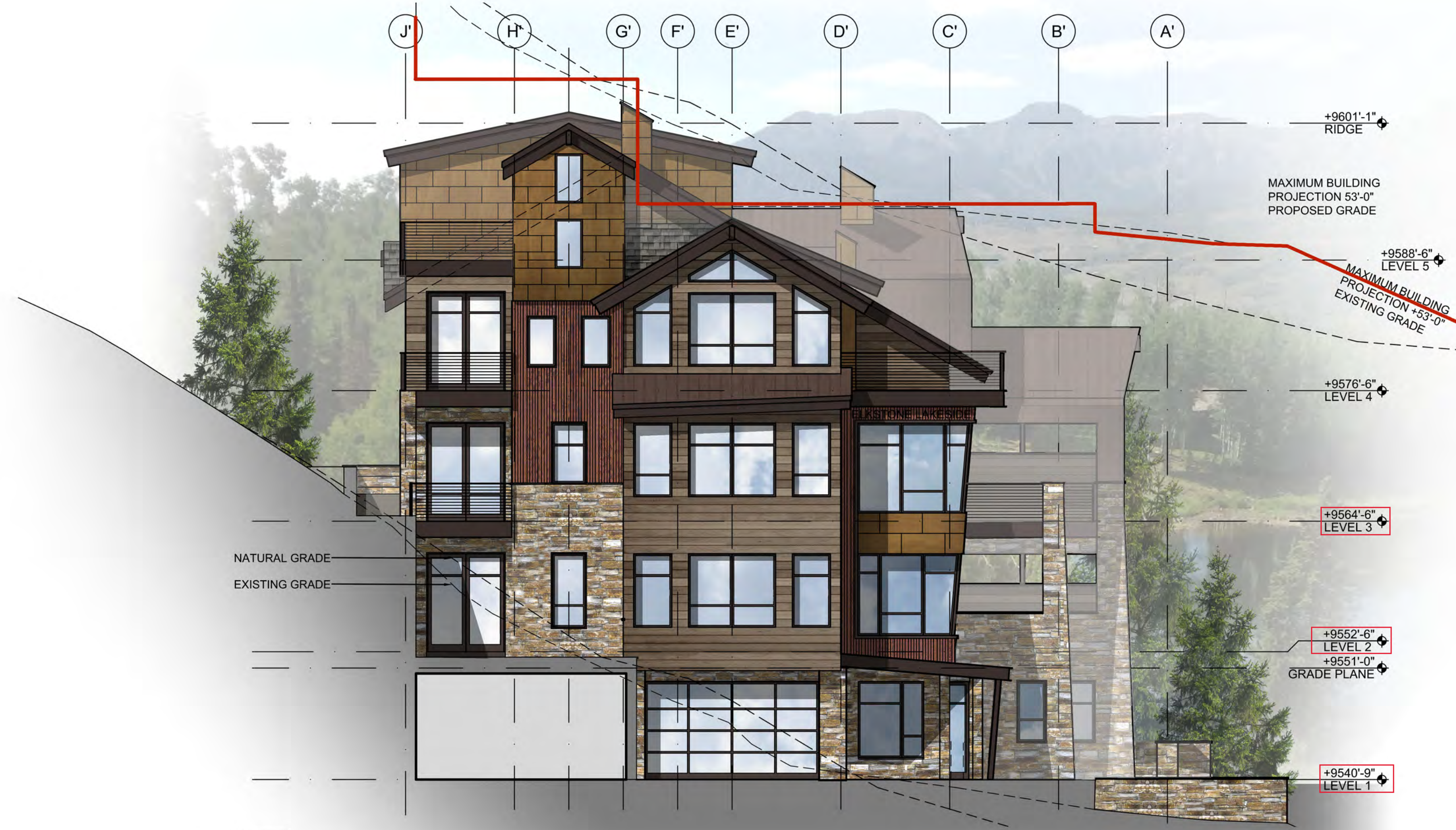
ISSUED FOR:		
No.	DATE	COMMENT
A	01/23/2018	PLANNING & ZONING
B	02/15/2019	DESIGN REVIEW
C	03/04/2019	DESIGN REVIEW REV

**PROJECT INFORMATION SHEET**

PROJECT No.	DATE
20182606.00	11/13/2018
DRAWN BY	CHK BY
JBR	TL
TRV BY	

SHEET No. **A0.01**  
SCALE: AS SHOWN





**2** EAST ELEVATION (ENTRY)  
A2.01 1/8" = 1'-0"



**1** NORTH ELEVATION  
A2.01 1/8" = 1'-0"

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LANDSCAPE ARCHITECTURE  
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STRUCTURAL  
MARTIN-MARTIN

**MECHANICAL**  
AEC CONSULTING ENGINEERS  
**ELECTRICAL**  
AEC CONSULTING ENGINEERS

SEAL

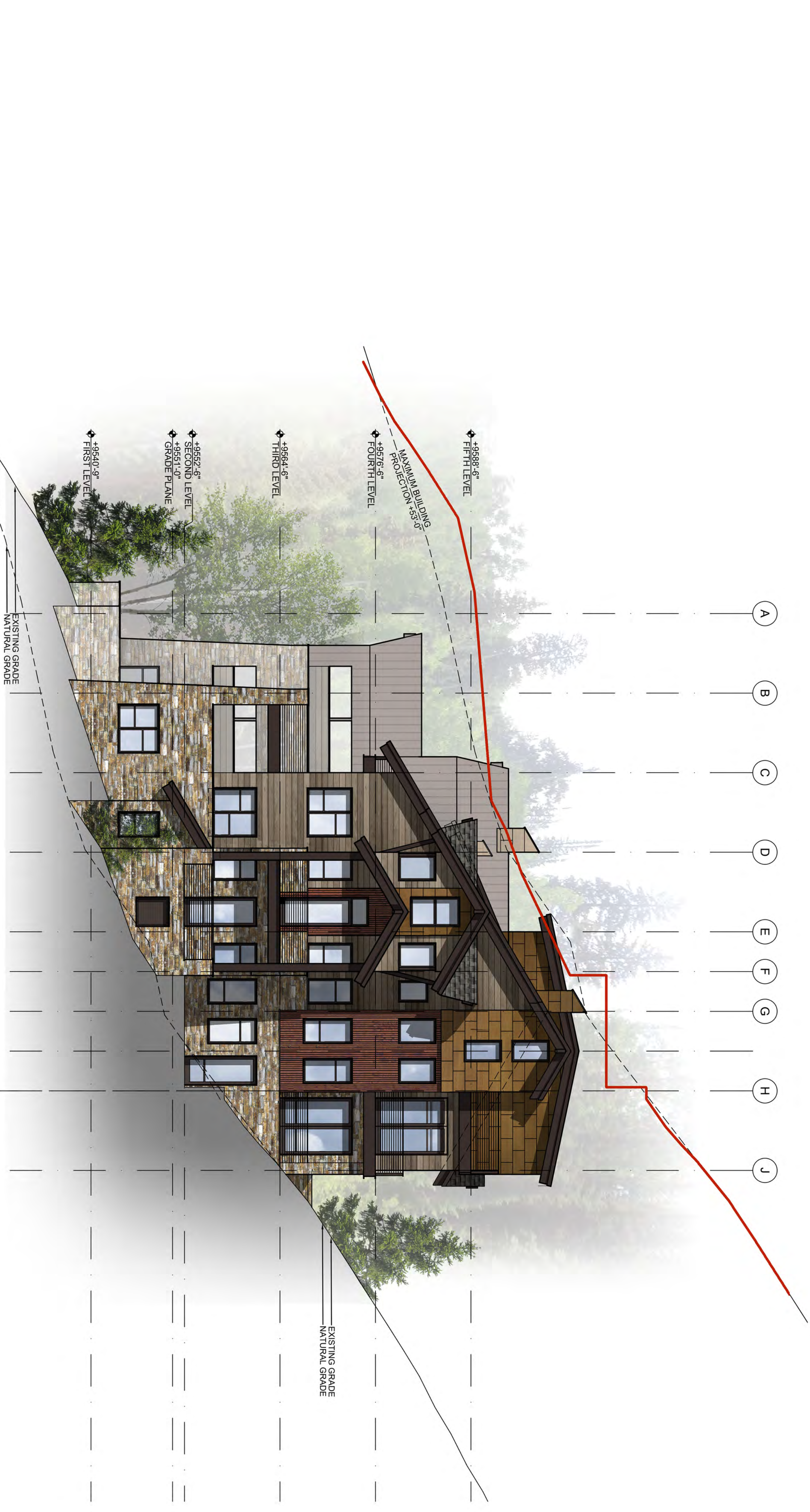
**ELKSTONE**  
**CONDOMINIUMS**  
LOT 600A  
MOUNTAIN VILLAGE, COLORADO  
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ISSUED FOR:		
No.	DATE	COMMENT
A	01/23/2018	PLANNING & ZONING
B	02/15/2019	DESIGN REVIEW
C	03/06/2019	DESIGN REVIEW REV

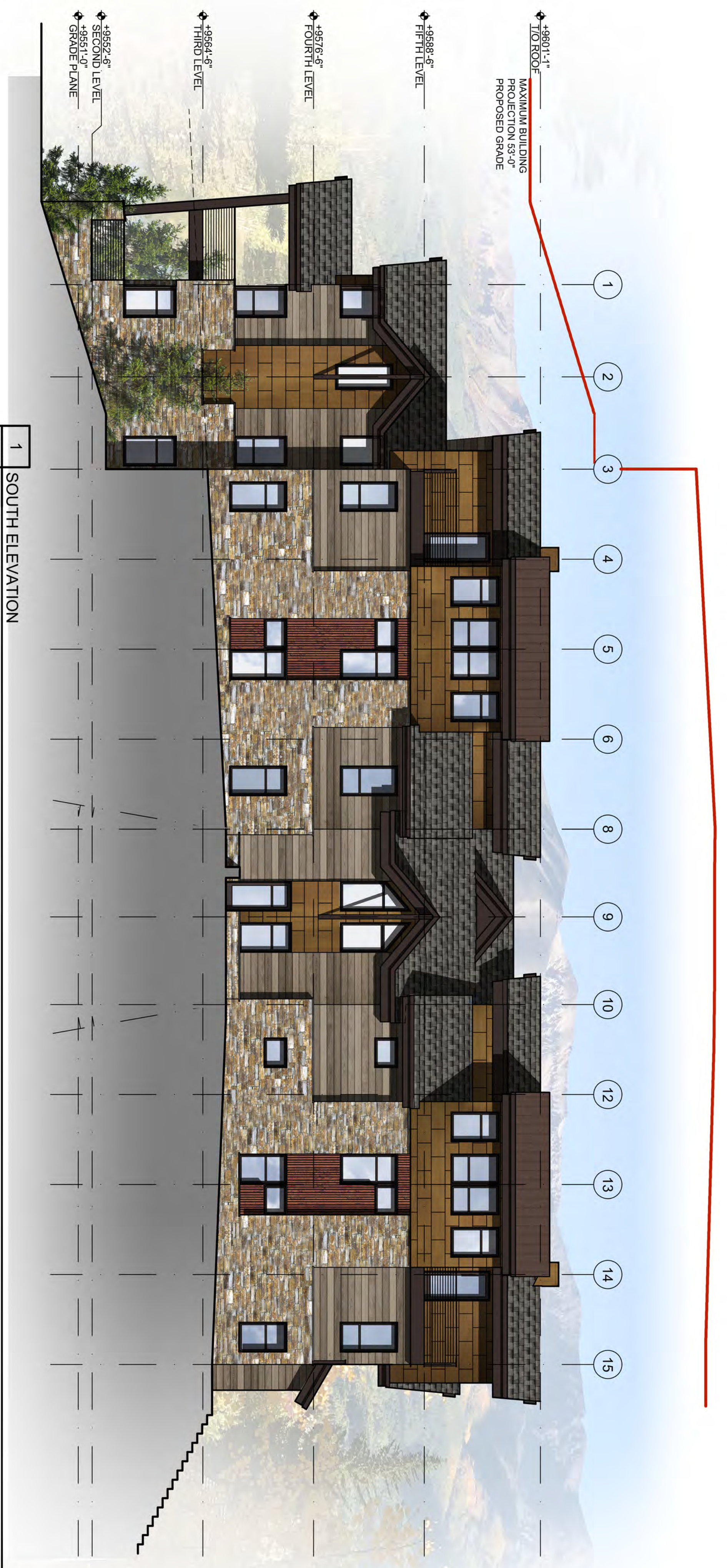
**EXTERIOR**  
**ELEVATIONS**

PROJECT No. 20182606.00	DATE 11/13/2018
DRAWN BY JBR	CHK BY TRV BY TL
SHEET No. <b>A2.01</b>	
SCALE: AS SHOWN	





2 WEST ELEVATION  
A2.02 1/8" = 1'-0"




1 SOUTH ELEVATION  
A2.02 1/8" = 1'-0"

ISSUED FOR:	DATE	COMMENT
A	01/20/18	PLANNING & ZONING
B	01/25/18	DESIGN REVIEW
C	02/04/18	DESIGN REVIEW REV

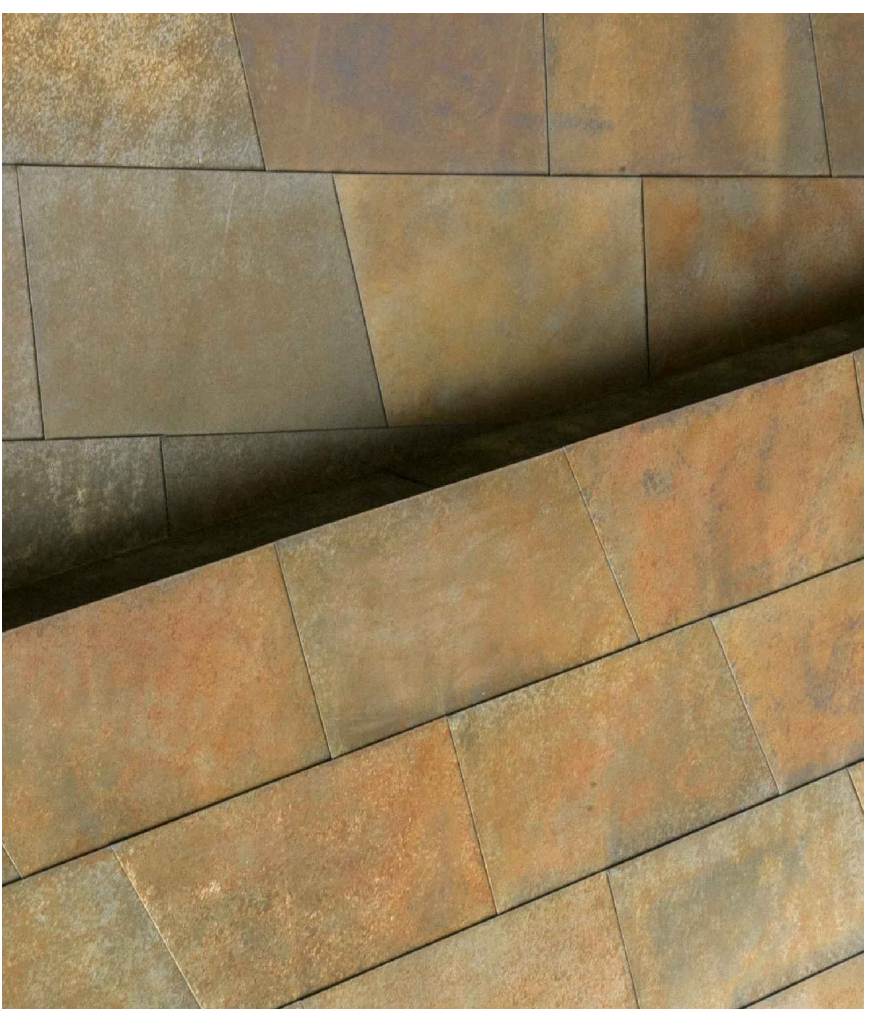
  

PROJECT No.	20182606.00	DATE	11/13/2018
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SHEET No.	A2.02	TL	
SCALE	AS SHOWN		

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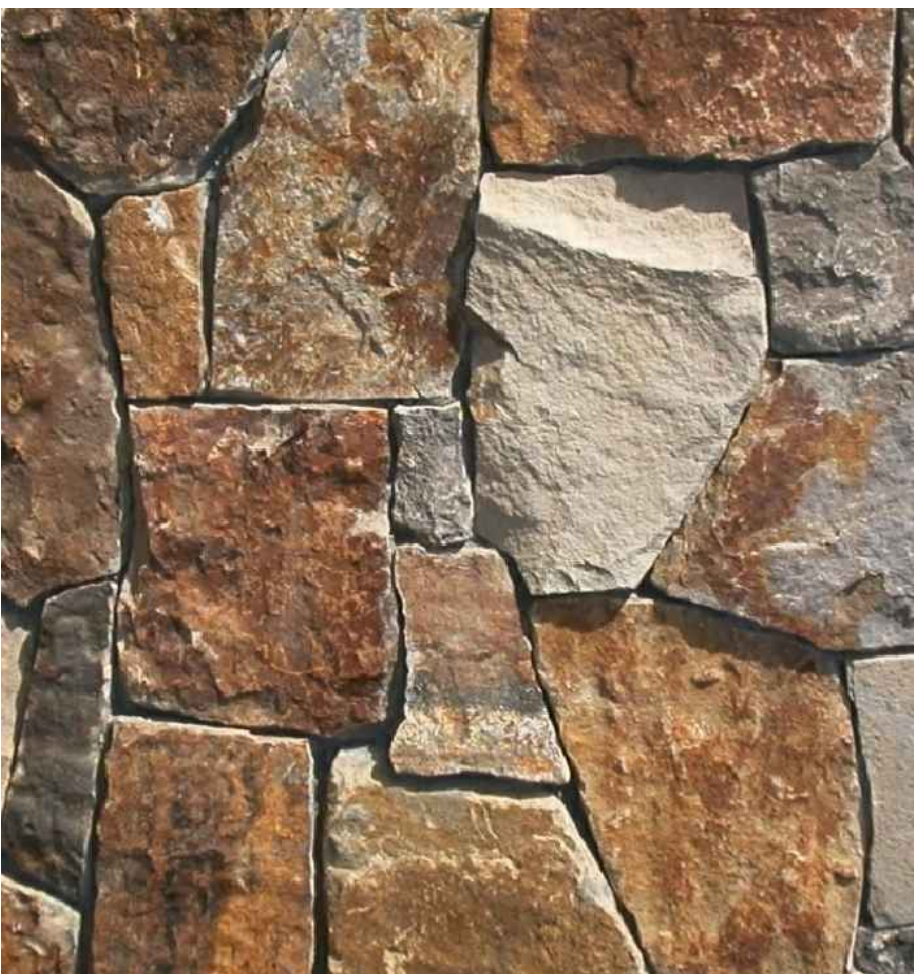
 <b>ZEHREN</b> AND ASSOCIATES, INC. ARCHITECTURE - PLANNING - INTERIORS LANDSCAPE ARCHITECTURE 48 East Beaver Creek Blvd., Suite 303 P.O. Box 1976 - Avon, Colorado 81620 (970) 949-0257 FAX (970) 949-1080	MECHANICAL AEC CONSULTING ENGINEERS ELECTRICAL AEC CONSULTING ENGINEERS
	CIVIL RUSSELL ENGINEERING STRUCTURAL MARTIN-MARTIN





**ROANO ZINC**  
MANUFACTURER: ZAHNER

**7 METAL PANEL**  
A2.03 1/8" = 1'-0"



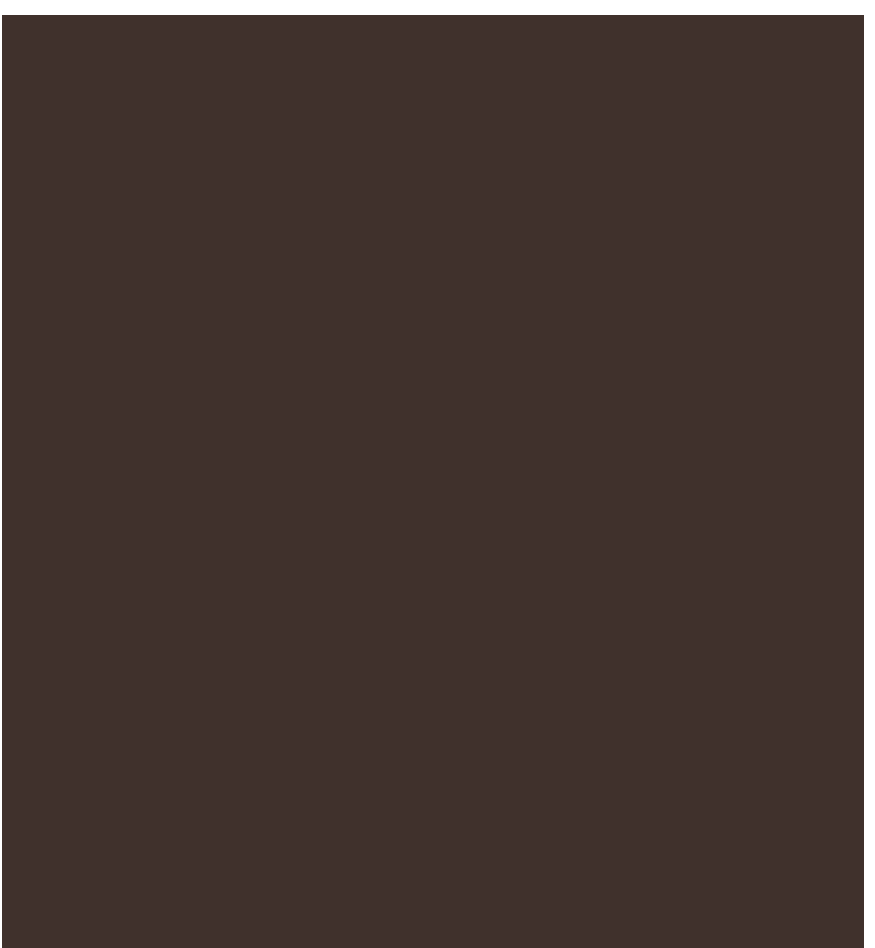
**TELLURIDE GOLD STONE #304**  
SUPPLIER: GALLEGOS CORPORATION

**8 STONE**  
A2.03 1/8" = 1'-0"



**8" FIRE TREATED, STAINED, CHANNEL  
RUSTIC CEDAR SIDING**  
COLOR: BEECHWOOD GRAY, SEMI  
TRANSPARENT  
MANUFACTURER: CABOT

**9 WOOD SIDING**  
A2.03 1/8" = 1'-0"



**COLOR: CORDOVAN BROWN SEMI SOLID  
STAIN**  
MANUFACTURER: BENJAMIN MOORE

**6 WOOD FASCIA**  
A2.03 1/8" = 1'-0"



**EXTERIOR COLOR: DARK BRONZE**  
MANUFACTURER: SIERRA PACIFIC

**5 WINDOWS**  
A2.03 1/8" = 1'-0"



**EXTERIOR COLOR: VICTORIAN  
SERIES: MODULE LINE**  
MANUFACTURER: BELGARD

**4 PAVERS**  
A2.03 1/8" = 1'-0"



**9 EAST ELEVATION (ENTRY)**  
A2.03 1/8" = 1'-0"



**2" FIELD-LOK STANDING SEAM MTL ROOFING**  
FINISH: RED ZINC (95)  
MANUFACTURER: ATAS INTERNATIONAL

**3 STANDING SEAM MTL ROOF**  
A2.03 1/8" = 1'-0"



**CASTLETOP METAL SHINGLES**  
FINISH: WEATHERED ACRYLIC COATED  
GALVALUME  
MANUFACTURER: ATAS INTERNATIONAL

**2 METAL SHINGLE ROOF**  
A2.03 1/8" = 1'-0"

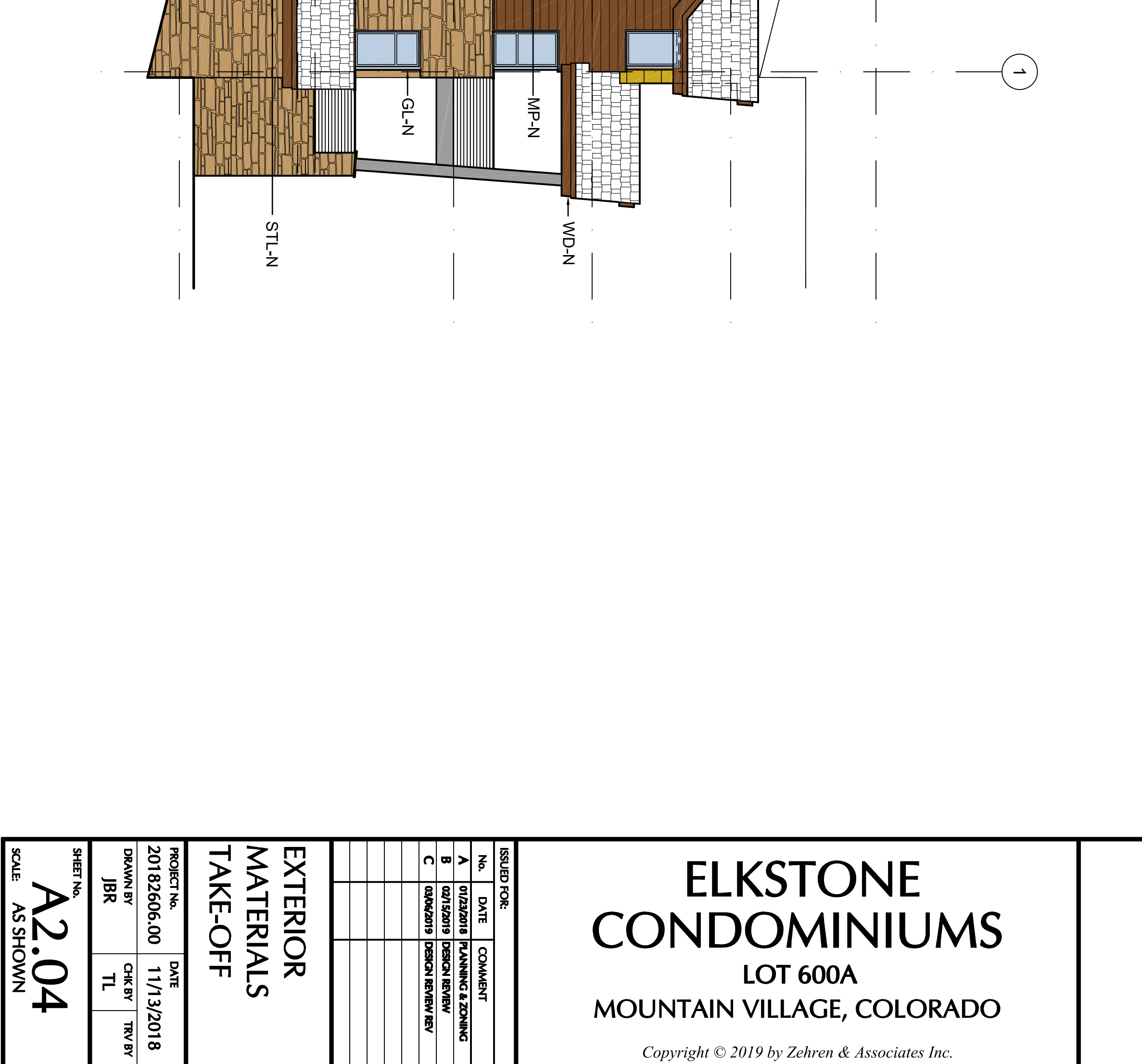
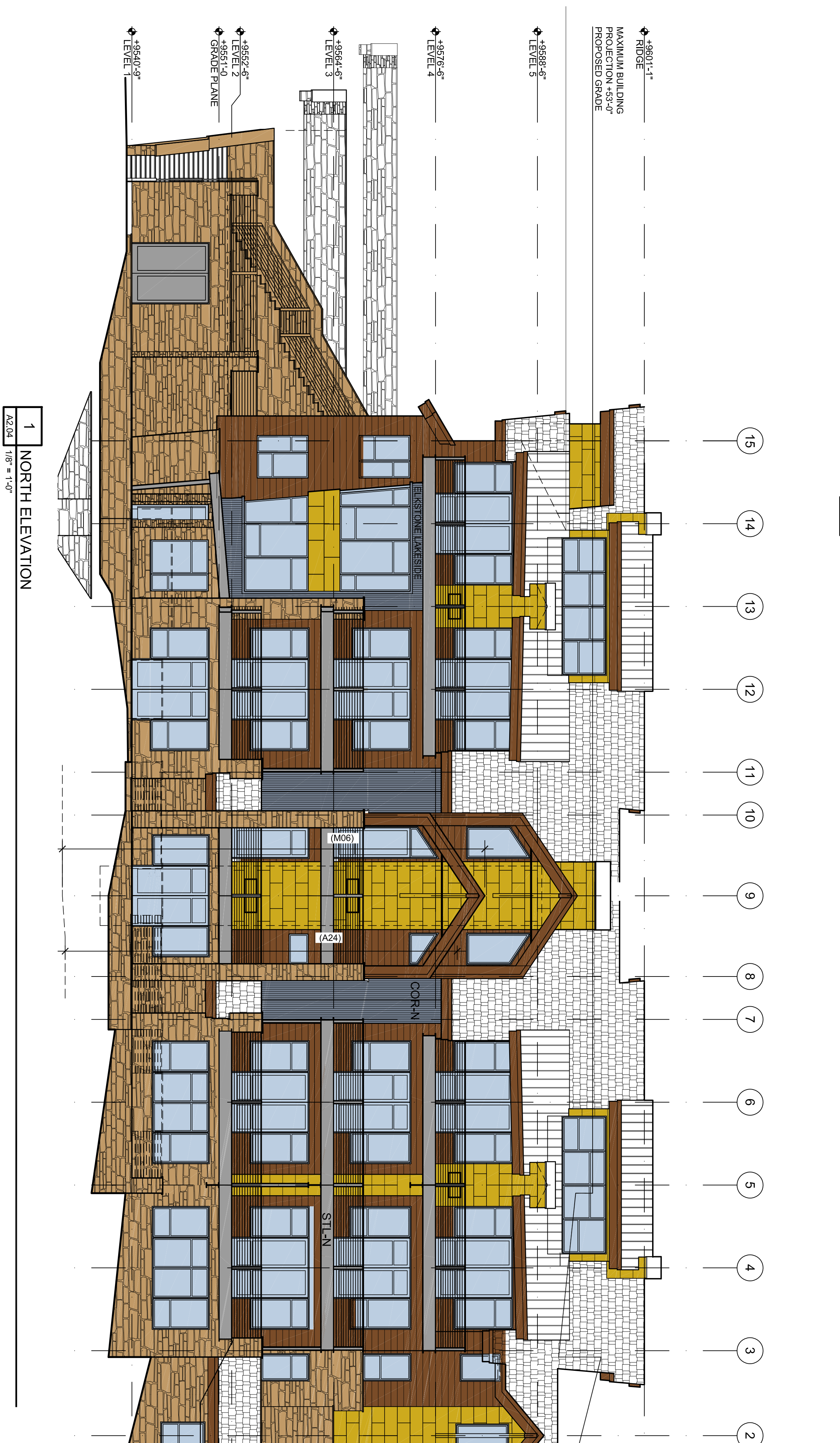
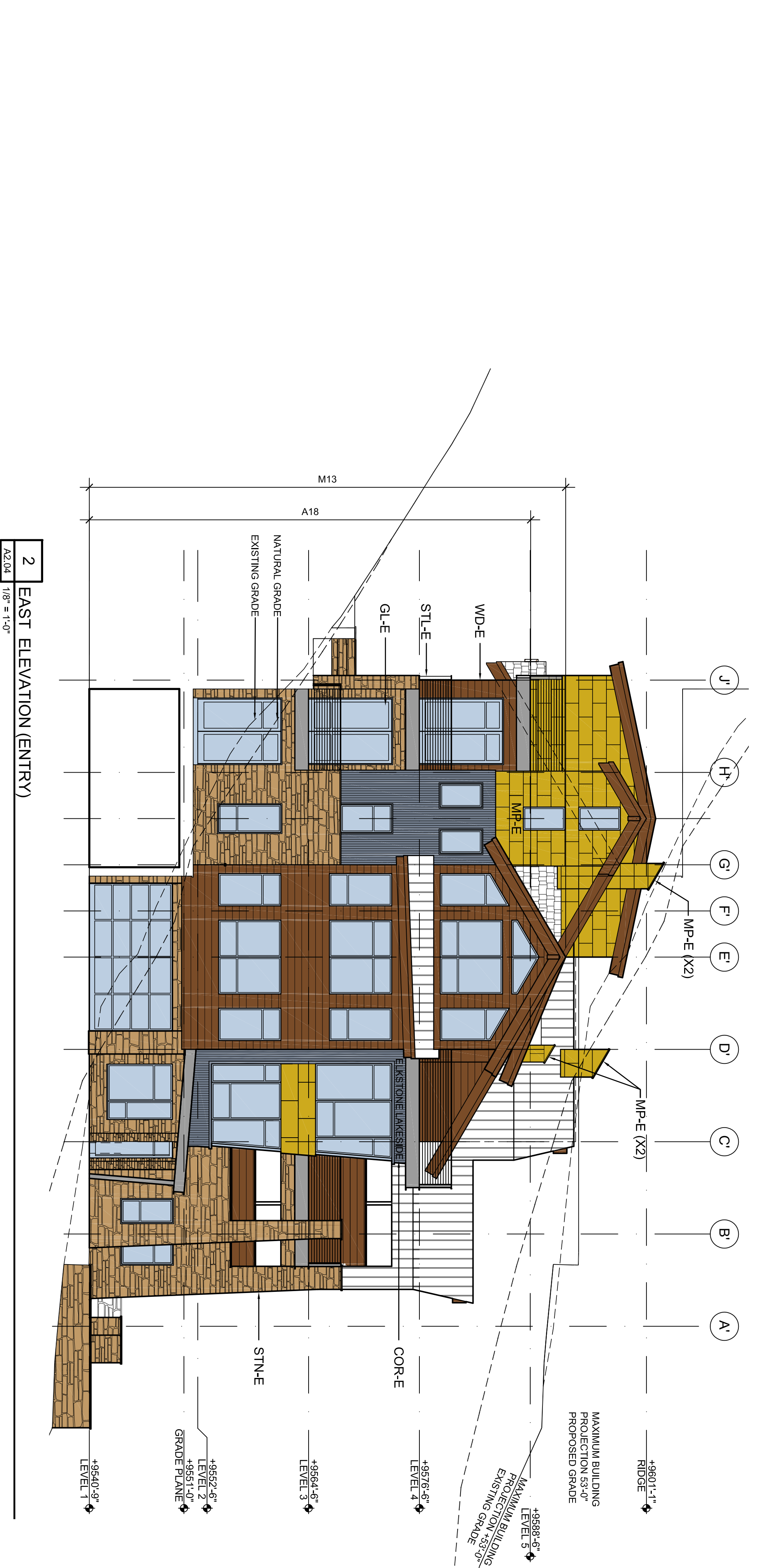


**7/8" CORRUGATED SIDING**  
FINISH: RUSTIC RAWHIDE GR-50  
MANUFACTURER: BRIDGER STEEL

**1 CORRUGATED SIDING**  
A2.03 1/8" = 1'-0"

<p><b>PROPOSED EXTERIOR MATERIALS</b></p>	<p>ISSUED FOR: No. DATE COMMENT A 07/25/2018 PLANNING &amp; ZONING B 007/25/2019 DESIGN REVIEW C 04/02/2019 DESIGN REVIEW REV</p>	<p><b>ELKSTONE CONDOMINIUMS</b> LOT 600A MOUNTAIN VILLAGE, COLORADO</p> <p><small>Copyright © 2019 by Zehren &amp; Associates Inc.</small></p>	<p><b>ZEHREN</b> AND ASSOCIATES, INC. ARCHITECTURE - PLANNING - INTERIORS LANDSCAPE ARCHITECTURE 101 El Paseo Santa Barbara, California 93101 (805) 963-6890 FAX (805) 963-8102</p>	<p><b>CIVIL RUSSELL ENGINEERING STRUCTURAL MARTIN-MARTIN</b></p> <p>48 East Beaver Creek Blvd., Suite 303 P.O. Box 1976 - Avon, Colorado 81620 (970) 949-0257 FAX (970) 949-1080</p>	<p><b>MECHANICAL AEC CONSULTING ENGINEERS ELECTRICAL AEC CONSULTING ENGINEERS</b></p>
<p>SHEET No. <b>A2.03</b> SCALE AS SHOWN</p>	<p>PROJECT No. 20182606.00 DATE 11/13/2018 DRAWN BY JBR CHK BY TL TRV BY</p>				





1 NORTH ELEVATION  
A2.04 1/8" = 1'-0"

2 EAST ELEVATION (ENTRY)  
A2.04 1/8" = 1'-0"

ISSUED FOR:		DATE		COMMENT	
A	07/23/2018	PLANNING & ZONING			
B	09/12/2018	DESIGN REVIEW			
C	09/20/2018	DESIGN REVIEW REV			

**EXTERIOR MATERIALS TAKE-OFF**  
 PROJECT No. 201 82606.00 DATE 11/13/2018  
 DRAWN BY JBR CHK BY TL TRV BY  
 SHEET No. **A2.04**  
 SCALE AS SHOWN

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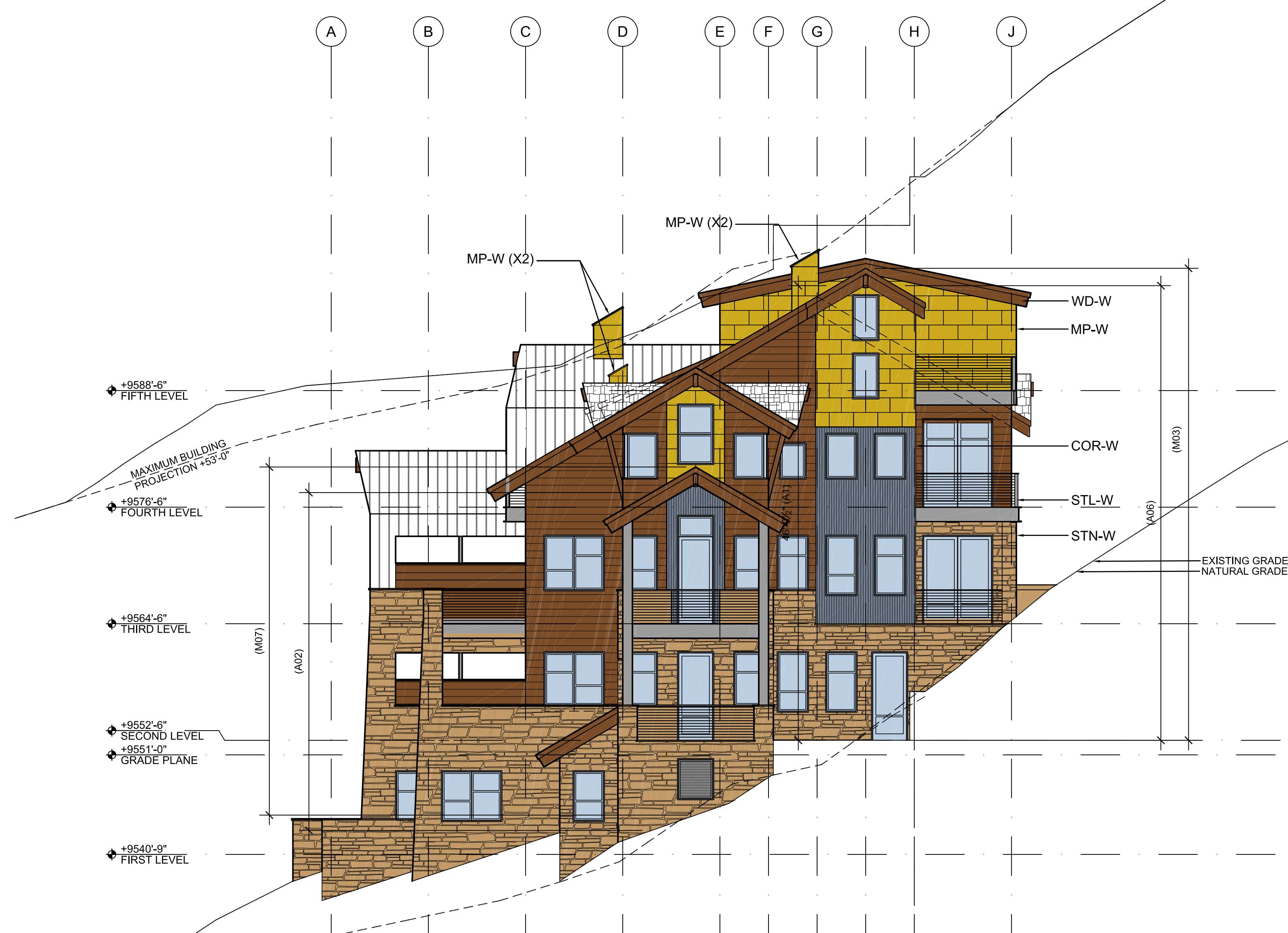


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**2 WEST ELEVATION**  
A2.05 1/8" = 1'-0"



**1 SOUTH ELEVATION**  
A2.05 1/8" = 1'-0"

2/28/2019

Material	Identification ID	Area (SQ. FT)	% of Total
<b>Metal Panel (MP)</b>			
	MP-N	724	
	MP-E	298	
	MP-W	329	
	MP-S	619	
<b>Total (MP)</b>		<b>648</b>	<b>4%</b>
<b>Glazing (GL)</b>			
	GL-N	2352	
	GL-E	662	
	GL-W	991	
	GL-S	632	
<b>Total (GL)</b>		<b>4637</b>	<b>28%</b>
<b>Wood Siding / Fascia (WD)</b>			
	WD-N	1362	
	WD-E	744	
	WD-W	760	
	WD-S	985	
<b>Total (WD)</b>		<b>3851</b>	<b>23%</b>
<b>Stone (STN)</b>			
	STN-N	2076	
	STN-Hidden-N	329	
	STN-E	947	
	STN-Hidden-E	211	
	STN-W	674	
	STN-Hidden-W	284	
	STN-S	1194	
	STN-Hidden-S	53	
<b>Total (STN)</b>		<b>5767</b>	<b>35%</b>
<b>Corrugate (COR)</b>			
	COR-N	288	
	COR-E	167	
	COR-W	193	
	COR-S	142	
<b>Total (COR)</b>		<b>790</b>	<b>5%</b>
<b>Steel Beam / Mech Grate (STL)</b>			
	STL-N	480	
	STL-E	125	
	STL-W	104	
	STL-S	68	
<b>Total (STL)</b>		<b>777</b>	<b>5%</b>
<b>Total SF Material</b>		<b>16470</b>	<b>100%</b>

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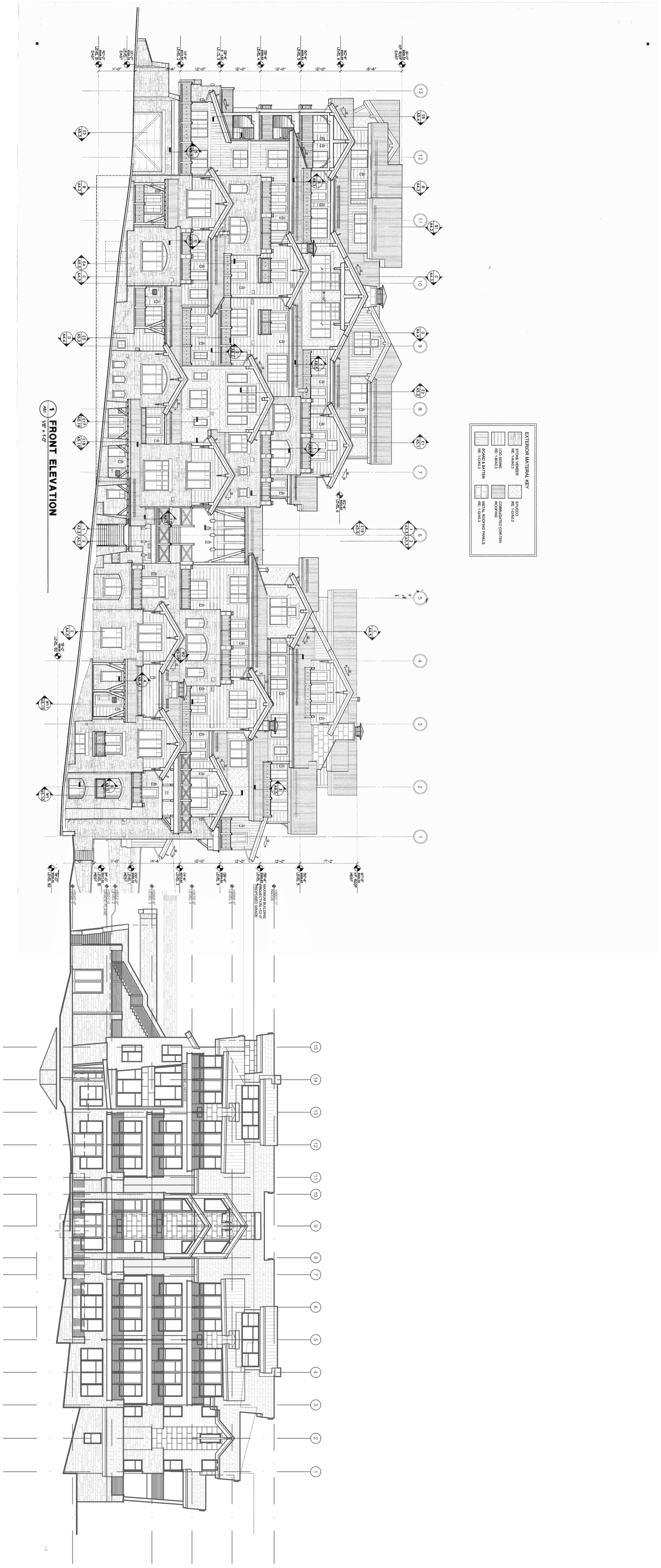
**EXTERIOR MATERIALS TAKE-OFF**

PROJECT No. 20182606.00	DATE 11/13/2018
DRAWN BY JBR	CHK BY TL
TRV BY	

SHEET No.  
**A2.05**  
SCALE: AS SHOWN



**1**  
SITE SECTION  
A3.01 1/16" = 1'-0"



NO.	DATE	COMMENT
A	07/22/2018	PLANNING & ZONING
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C	04/24/2019	DESIGN REVIEW REV

**SITE SECTION**

PROJECT No.	20182606.00	DATE	11/13/2018
DRAWN BY	JBR	CHK BY	TJL
SHEET No.	A3.01	SCALE	AS SHOWN

**ELKSTONE  
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LOT 600A  
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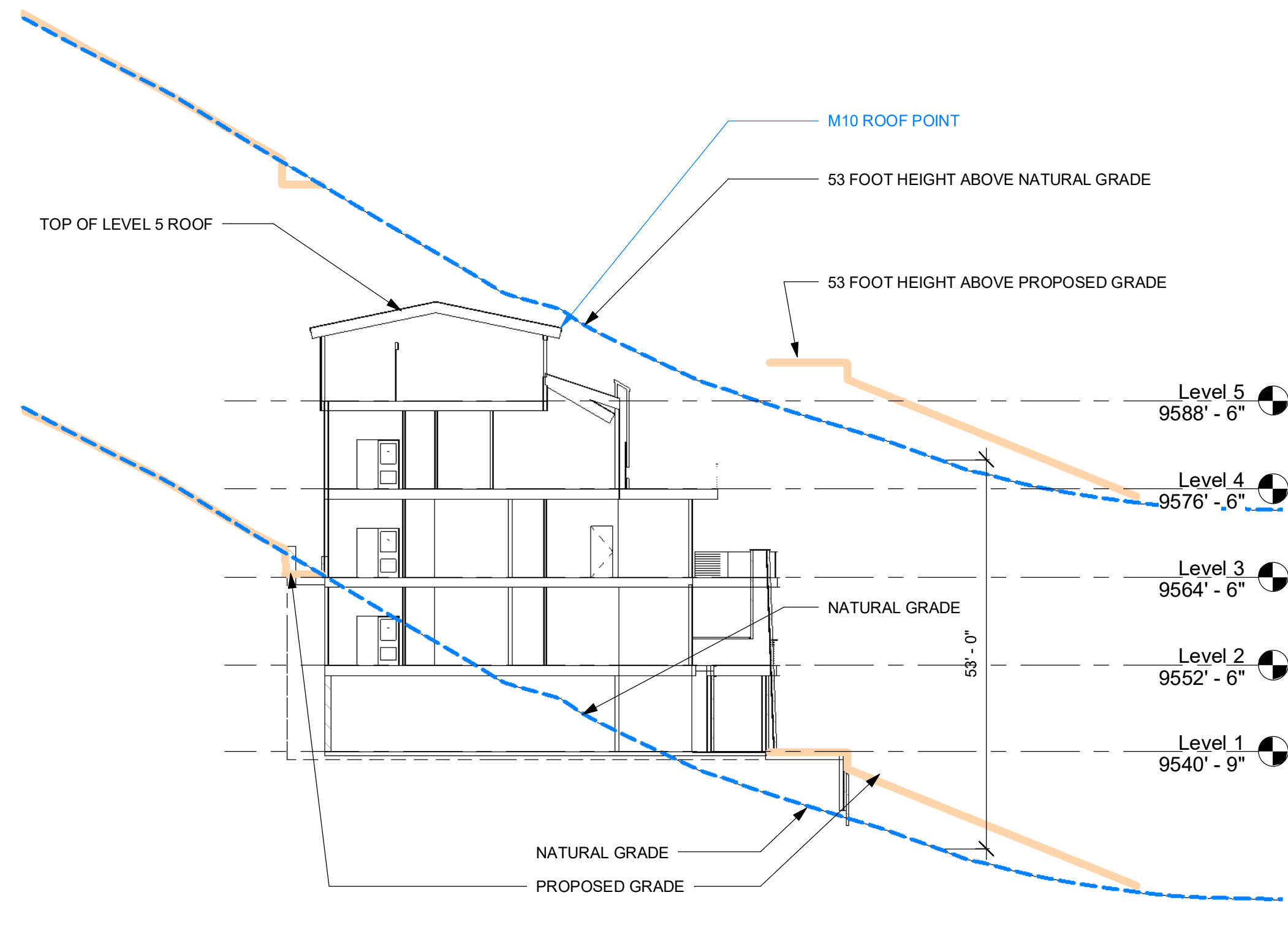
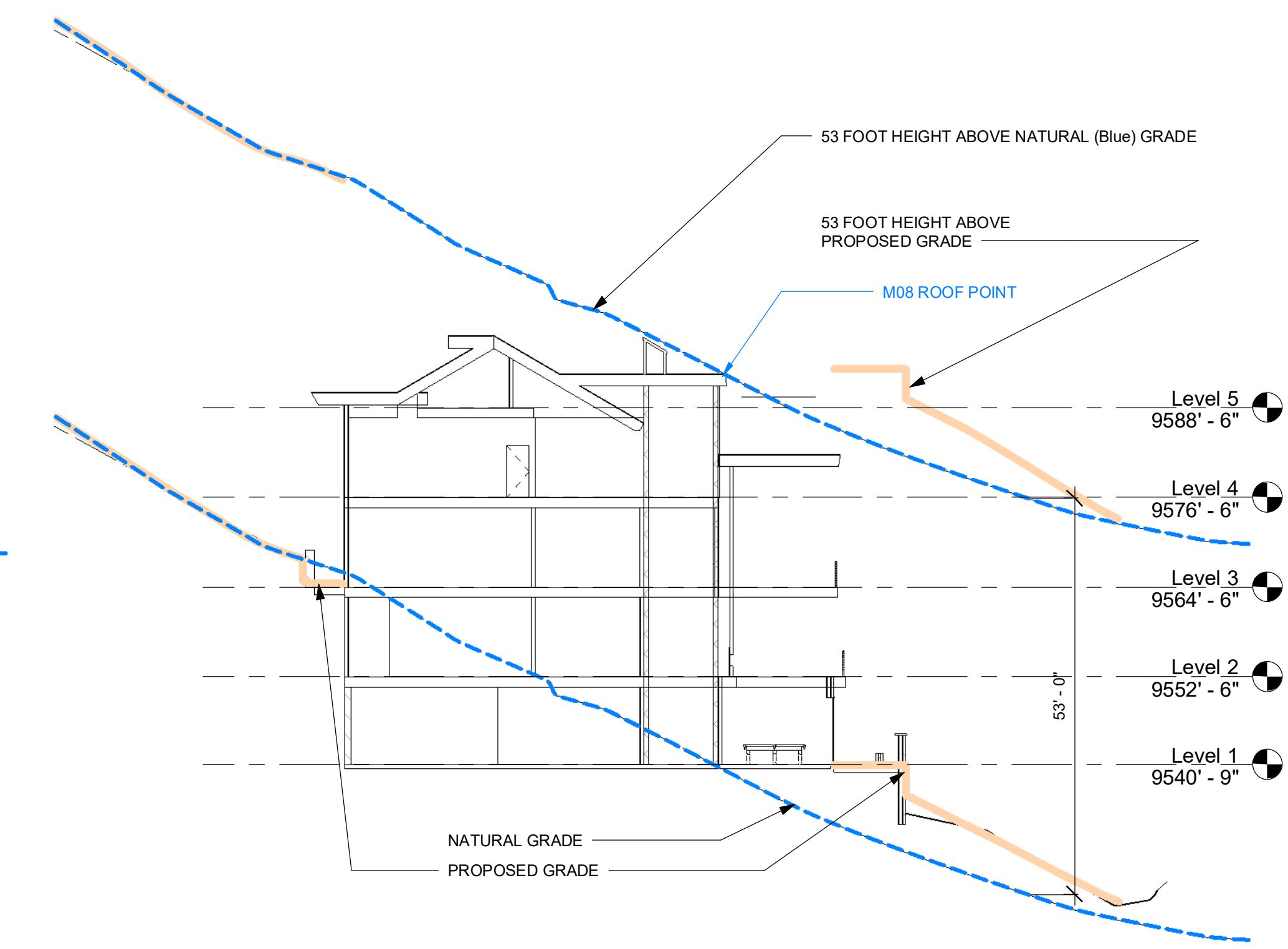
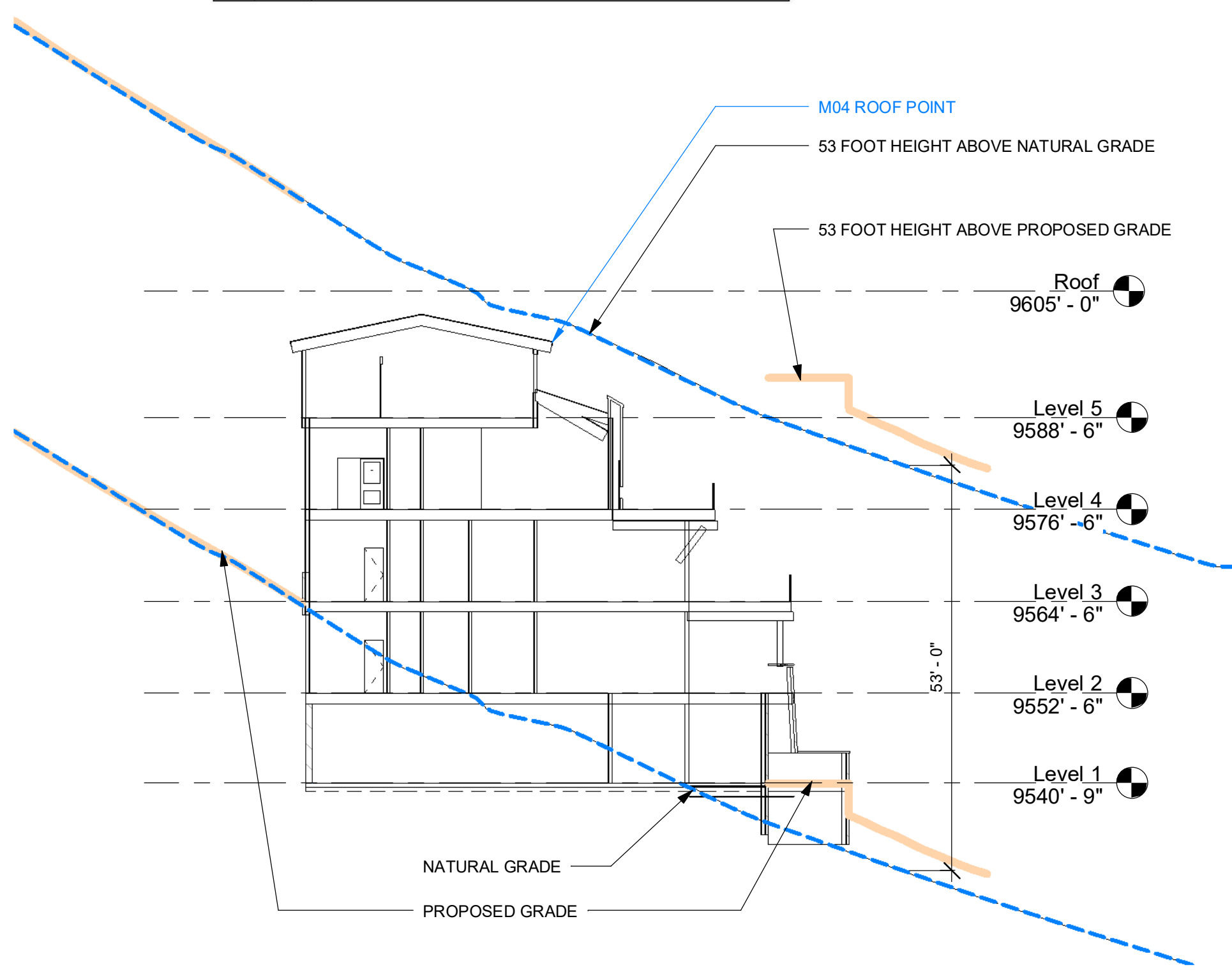
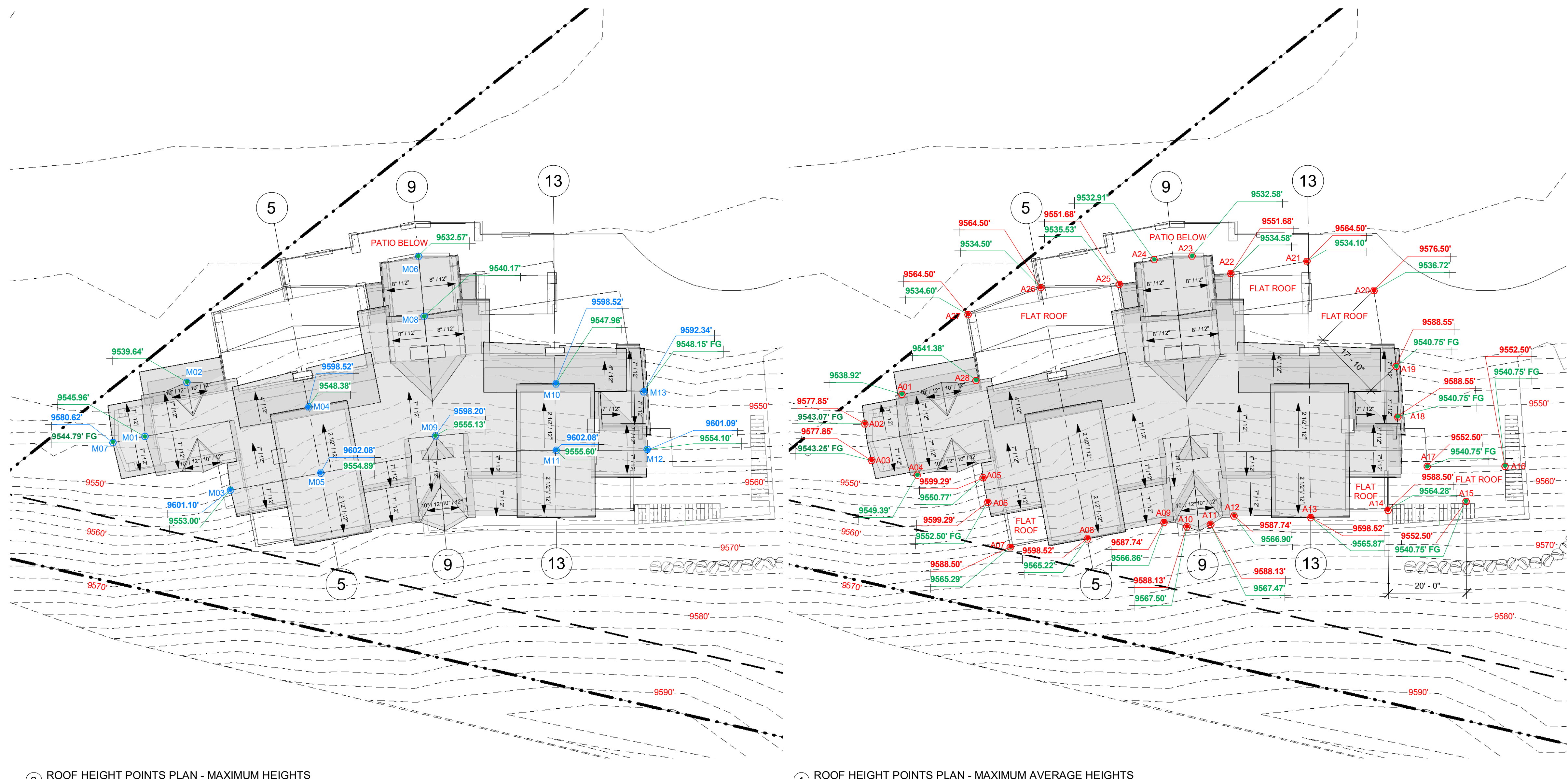
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Roof Point #	Roof Point Elevation	Natural Grade Elevation	Calculated Roof Height (feet) Above Natural Grade	Proposed Grade Elevation Below	Calculated Roof Height (feet) Above Finish Grade
M01	9590.87	9545.96	44.91	9544.86	46.01
M02	9589.21	9539.64	49.57	9542.00	47.21
M03	9601.10	9553.00	48.10	9552.50	48.60
M04	9598.31	9548.16	50.15	N/A	N/A
M05	9602.08	9554.89	47.19	N/A	N/A
M06	9582.31	9532.57	49.74	9540.75	41.56
M07	9580.62	9544.79	35.83	N/A	N/A
M08	9593.08	9540.17	52.91	N/A	N/A
M09	9598.20	9555.13	43.07	N/A	N/A
M10	9598.52	9547.96	50.56	N/A	N/A
M11	9602.08	9555.60	46.48	N/A	N/A
M12	9601.08	9554.10	46.98	N/A	N/A
M13	9592.34	9548.15	44.19	9540.75	51.59

Roof Point #	Roof Elevation	Most Restrictive Elevation Below Roof Point	NG = Natural Grade FG = Finish Grade	Roof Height (feet) Above Most Restrictive Grade
A01	9584.76	9538.92	NG	45.84
A02	9577.85	9543.07	FG	34.78
A03	9577.00	9543.25	FG	33.75
A04	9584.76	9549.39	NG	135.37
A05	9599.29	9550.77	NG	48.52
A06	9599.29	9552.50	FG	46.79
A07	9588.50	9565.29	NG	23.21
A08	9598.52	9565.22	NG	33.30
A09	9587.74	9566.86	NG	20.88
A10	9588.13	9567.50	NG	20.63
A11	9588.13	9567.47	NG	20.66
A12	9587.74	9566.90	NG	20.84
A13	9598.52	9565.87	NG	32.65
A14	9588.50	9564.28	NG	24.22
A15	9592.50	9540.75	FG	11.75
A16	9592.50	9540.75	FG	11.75
A17	9592.50	9540.75	FG	11.75
A18	9588.55	9540.75	FG	47.80
A19	9588.55	9540.75	NG	47.80
A20	9576.50	9536.72	NG	39.78
A21	9564.50	9534.10	NG	30.40
A22	9551.68	9534.58	NG	17.10
A23	9578.73	9532.58	NG	46.15
A24	9579.07	9532.91	NG	46.16
A25	9551.68	9535.53	NG	16.15
A26	9564.50	9534.50	NG	30.00
A27	9564.50	9534.60	NG	29.90
A28	9584.82	9541.38	NG	43.44
Average Height:				34.69
Max. Average Allowable:				45.00
Compliant By:				10.31



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**BUILDING ROOF HEIGHT ANALYSIS**

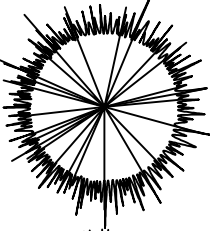
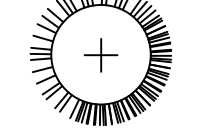

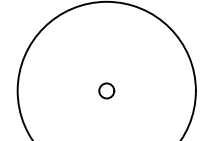
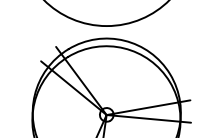
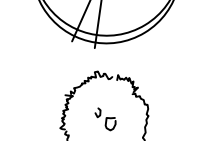
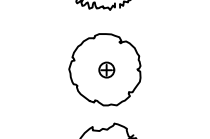
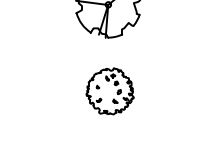
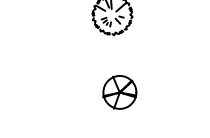
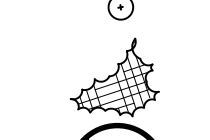
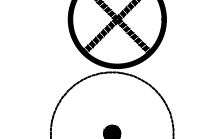
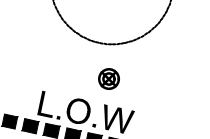





PROJECT No.	DATE	
20182606.00	11/13/2018	
DRAWN BY	CHK BY	TRV BY
JB	TL	

SHEET No.  
**H1.00**

SCALE:

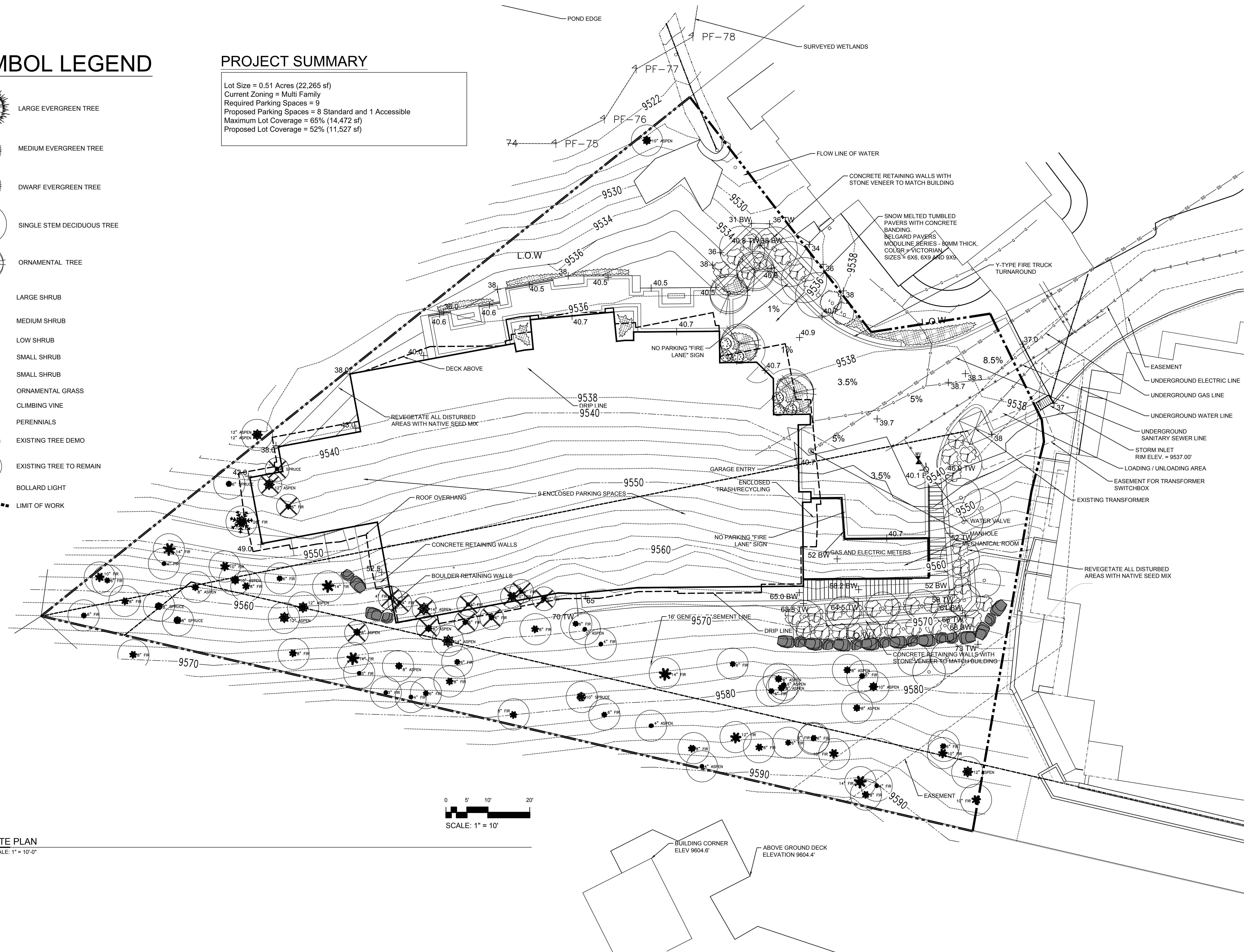


# SYMBOL LEGEND

-  LARGE EVERGREEN TREE
-  MEDIUM EVERGREEN TREE
-  DWARF EVERGREEN TREE
-  SINGLE STEM DECIDUOUS TREE
-  ORNAMENTAL TREE
-  LARGE SHRUB
-  MEDIUM SHRUB
-  LOW SHRUB
-  SMALL SHRUB
-  SMALL SHRUB
-  ORNAMENTAL GRASS
-  CLIMBING VINE
-  PERENNIALS
-  EXISTING TREE DEMO
-  EXISTING TREE TO REMAIN
-  BOLLARD LIGHT
-  LIMIT OF WORK

## PROJECT SUMMARY

Lot Size = 0.51 Acres (22,265 sf)  
 Current Zoning = Multi Family  
 Required Parking Spaces = 9  
 Proposed Parking Spaces = 8 Standard and 1 Accessible  
 Maximum Lot Coverage = 65% (14,472 sf)  
 Proposed Lot Coverage = 52% (11,527 sf)



**1** SITE PLAN  
 L1.01 SCALE: 1" = 10'-0"

**ZEHREN AND ASSOCIATES, INC.**  
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**ELKSTONE CONDOMINIUMS**  
 LOT 600A  
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C	03/04/2019	DESIGN REVIEW REV

**SITE PLAN**

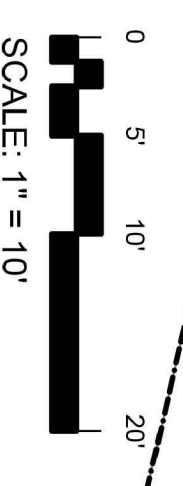
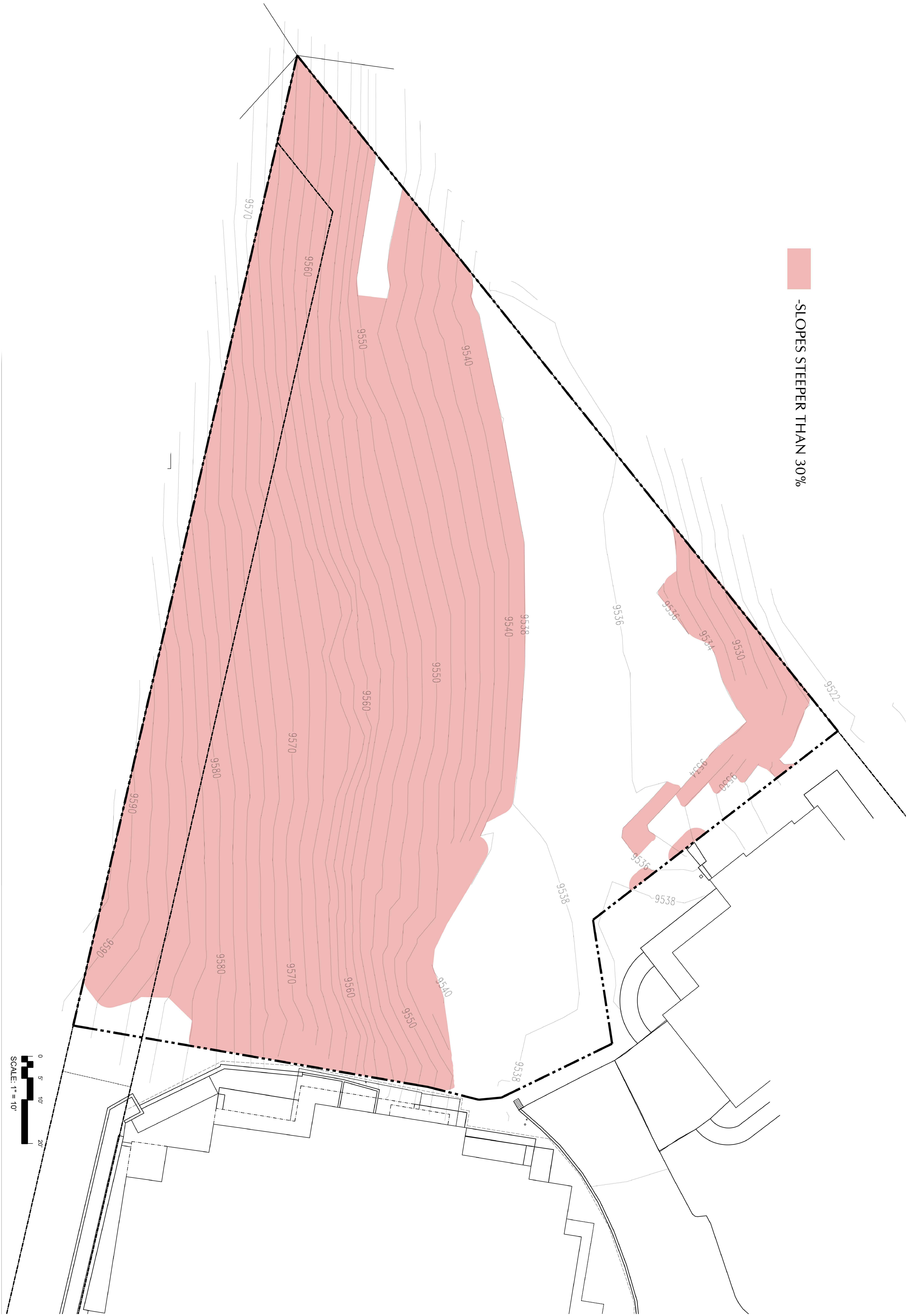
PROJECT No. 20182606.00	DATE 11/13/2018
DRAWN BY TH	CHK BY PC
TRV BY	

SHEET No.  
**L1.01**  
SCALE: AS SHOWN



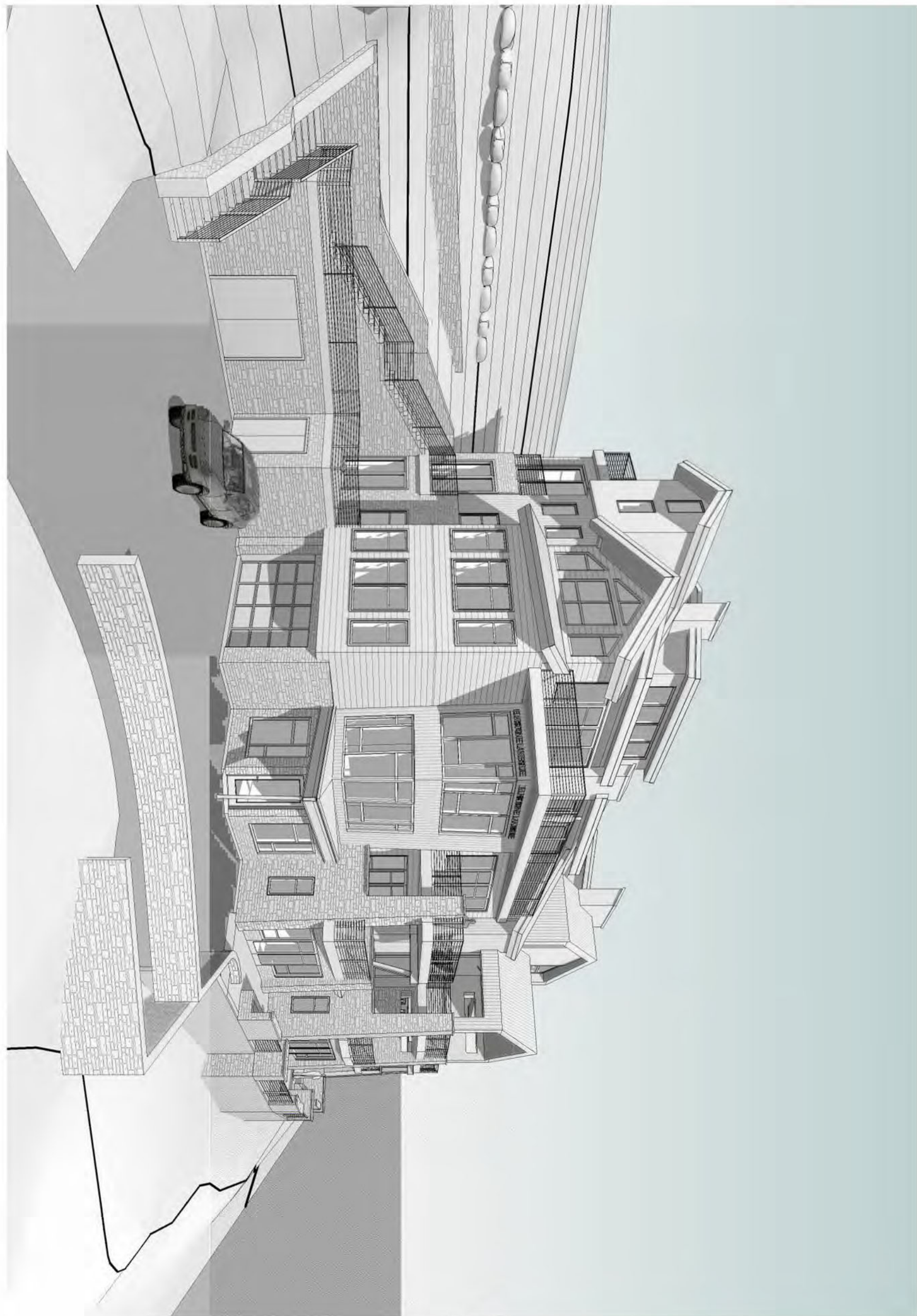
1 STEEP SLOPES  
L1.02 SCALE: 1" = 10'-0"

 -SLOPES STEEPER THAN 30%



<p><b>STEEL SLOPES MAP</b></p> <p>SHEET No. <b>L1.02</b> SCALE AS SHOWN</p>	<p>PROJECT No. 20182606.00 DATE 11/13/2018 DRAWN BY TH CHK BY PC TRV BY</p>	<p><b>ELKSTONE CONDOMINIUMS</b> LOT 600A MOUNTAIN VILLAGE, COLORADO</p> <p><small>Copyright © 2019 by Zehren &amp; Associates Inc.</small></p>	<p><b>ZEHREN</b> AND ASSOCIATES, INC. ARCHITECTURE - PLANNING - INTERIORS LANDSCAPE ARCHITECTURE 101 El Paseo Santa Barbara, California 93101 (805) 963-6890 FAX (805) 963-8102</p>	<p><b>CIVIL</b> RUSSELL ENGINEERING <b>STRUCTURAL</b> MARTIN-MARTIN</p>	<p><b>MECHANICAL</b> AEC CONSULTING ENGINEERS <b>ELECTRICAL</b> AEC CONSULTING ENGINEERS</p>																
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>ISSUED FOR:</th> <th>No.</th> <th>DATE</th> <th>COMMENT</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>01/26/2018</td> <td></td> <td>PLANNING &amp; ZONING</td> </tr> <tr> <td>B</td> <td>02/28/2018</td> <td></td> <td>DESIGN REVIEW</td> </tr> <tr> <td>C</td> <td>03/20/2018</td> <td></td> <td>DESIGN REVIEW REV</td> </tr> </tbody> </table>		ISSUED FOR:	No.	DATE	COMMENT	A	01/26/2018		PLANNING & ZONING	B	02/28/2018		DESIGN REVIEW	C	03/20/2018		DESIGN REVIEW REV				
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B	02/28/2018		DESIGN REVIEW																		
C	03/20/2018		DESIGN REVIEW REV																		

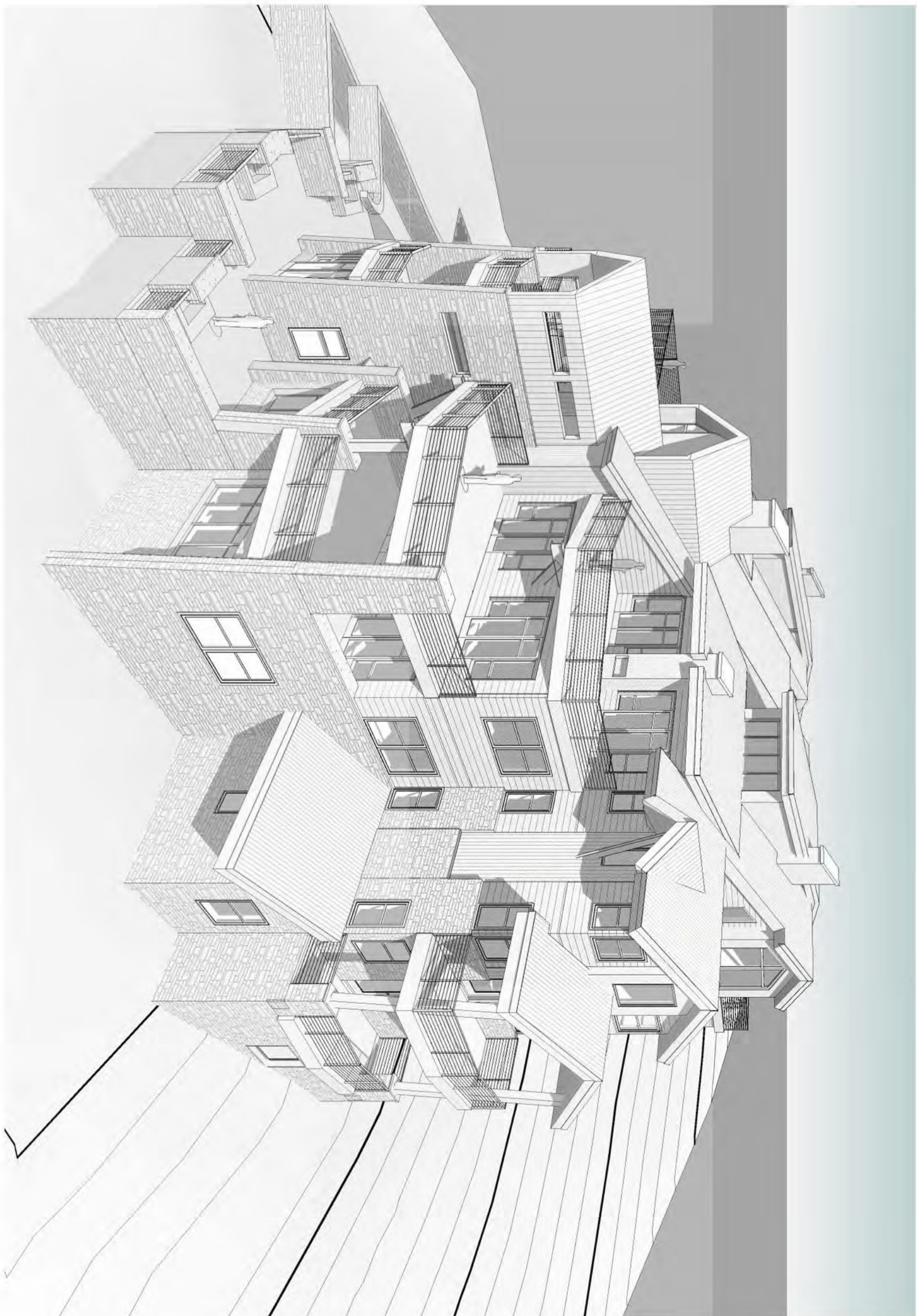




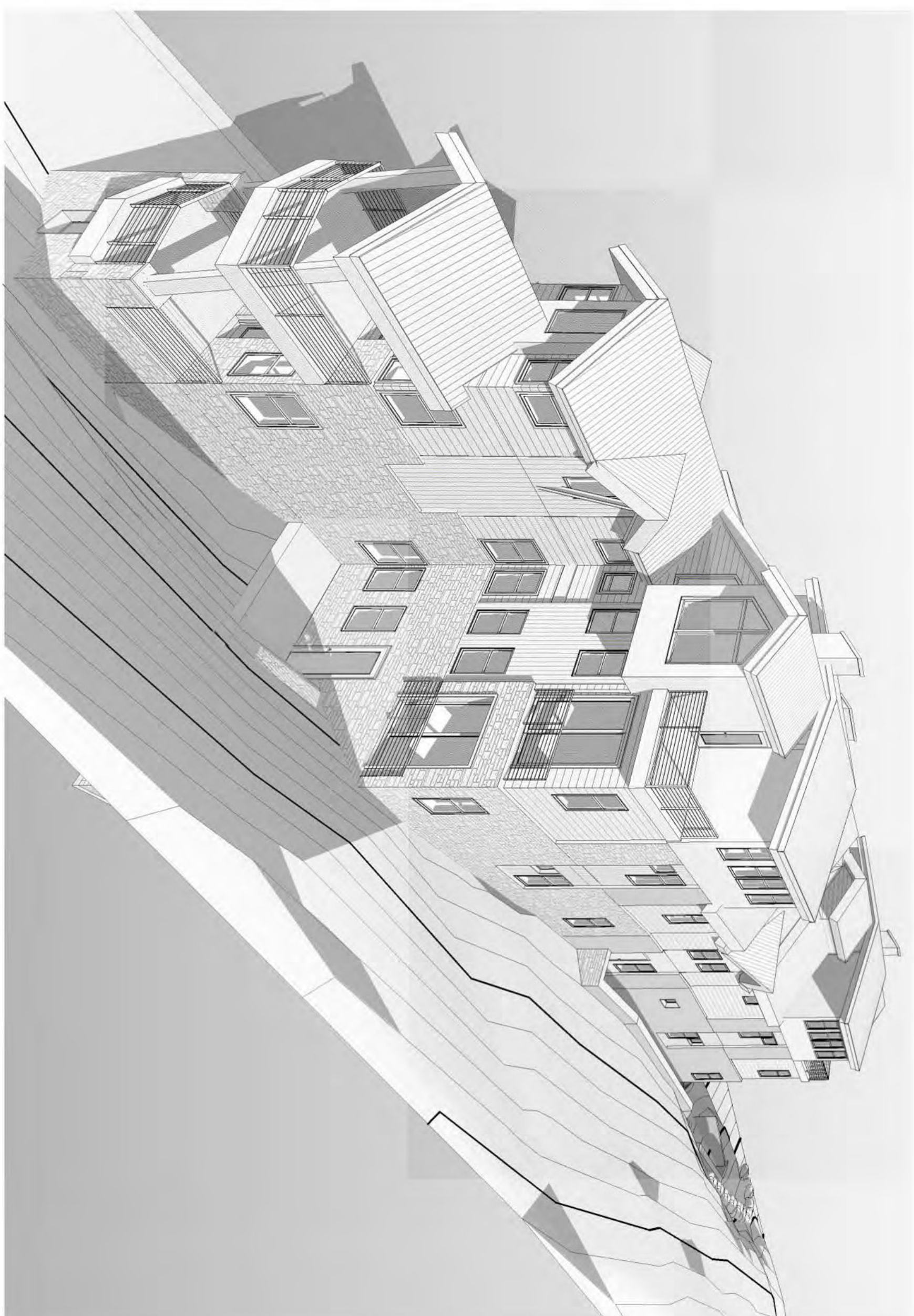
1 PERSPECTIVE VIEW FROM EAST / MAIN ENTRY



2 PERSPECTIVE VIEW FROM NORTHEAST



3 PERSPECTIVE VIEW FROM NORTHWEST



4 PERSPECTIVE VIEW FROM SOUTHWEST

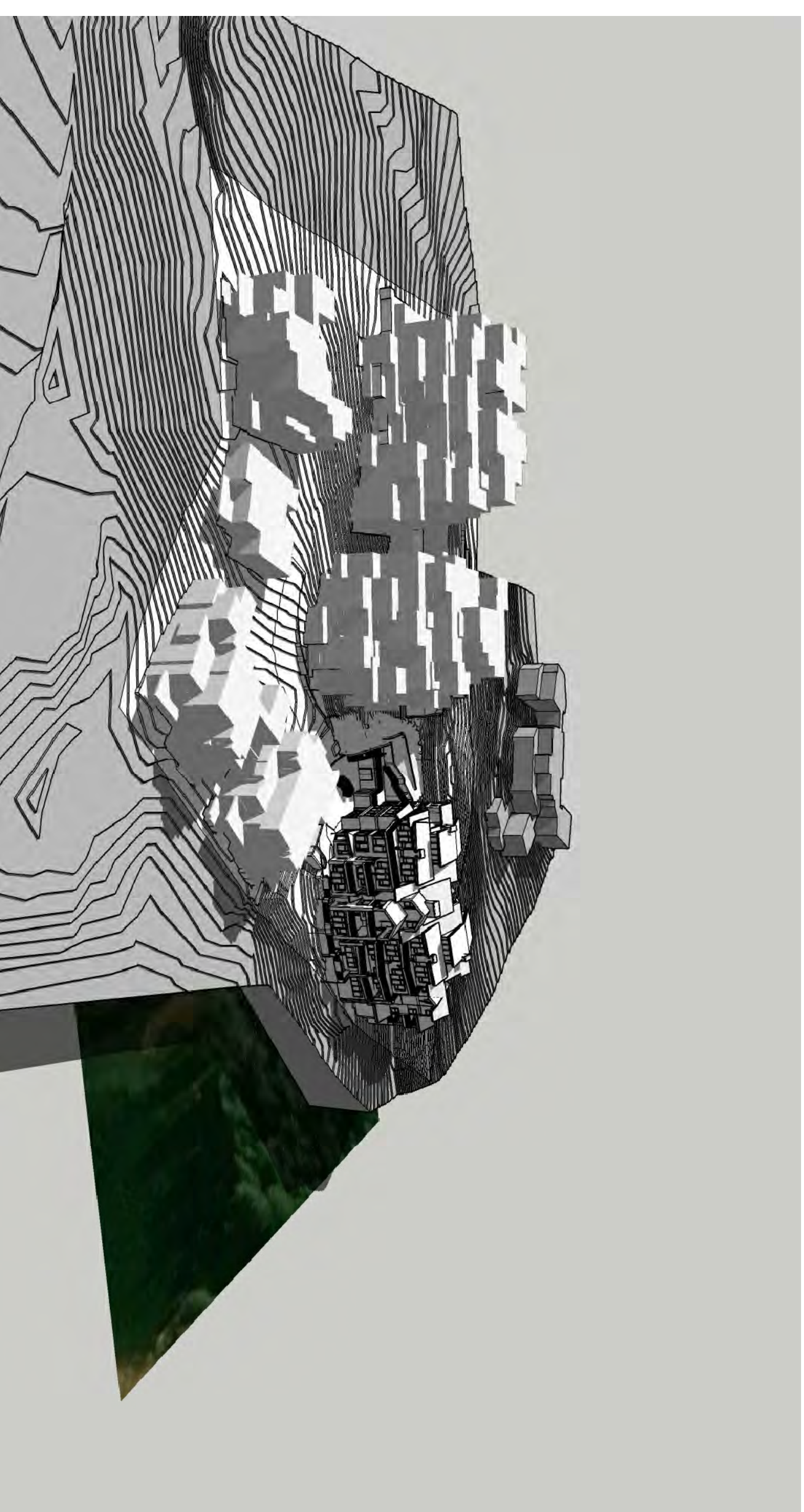
<b>CONCEPT VIEWS</b>	
PROJECT No.	DATE
20182606.00	11/13/2018
DRAWN BY	CHK'D BY
JB/BJR	TL
	TL
SHEET No.	
<b>R1.00</b>	
SCALE:	

ISSUED FOR:	COMMENT
No. DATE	
A 01/23/2018	PLANNING & ZONING
B 02/15/2019	DESIGN REVIEW
C 03/06/2019	DESIGN REVIEW REV

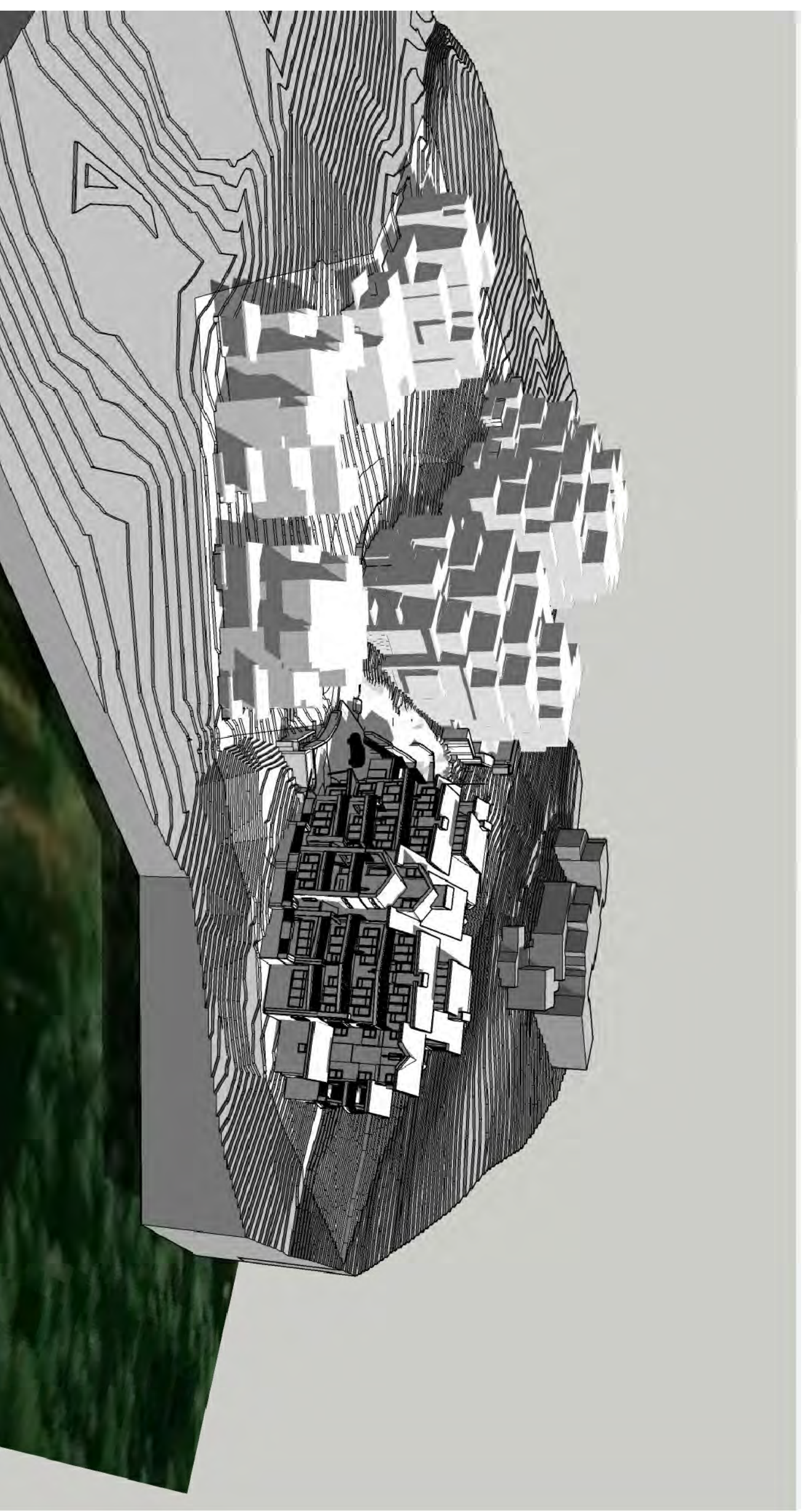
**ELKSTONE  
CONDOMINIUMS**  
 LOT 600A  
 MOUNTAIN VILLAGE, COLORADO  
 Copyright © 2019 by Zehren & Associates Inc.

 <b>ZEHREN</b> AND ASSOCIATES, INC. ARCHITECTURE - PLANNING - INTERIORS LANDSCAPE ARCHITECTURE 48 East Beaver Creek Blvd., Suite 303 P.O. Box 1976 - Avon, Colorado 81620 (970) 949-0257 FAX (970) 949-1080	CIVIL Russell Engineering STRUCTURAL Martin-Martin	MECHANICAL AEC Consulting Engineers ELECTRICAL AEC Consulting Engineers
	101 El Paseo Santa Barbara, California 93101 (805) 963-6890 FAX (805) 963-8102	





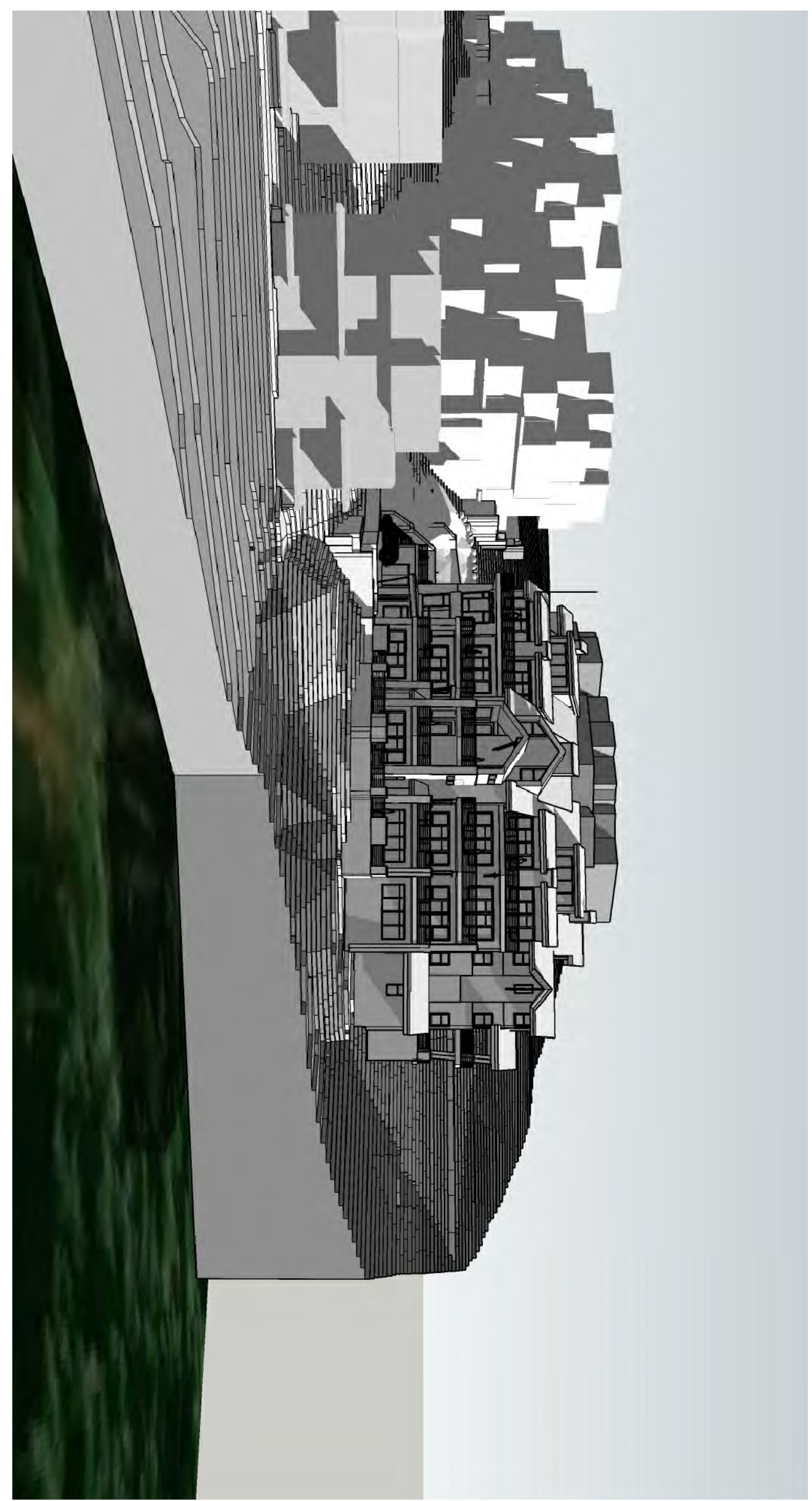
1 MASSING MODEL VIEW 1  
R1.01 NTS



2 MASSING MODEL VIEW 2  
R1.01 NTS



3 MASSING MODEL VIEW 3  
R1.01 NTS



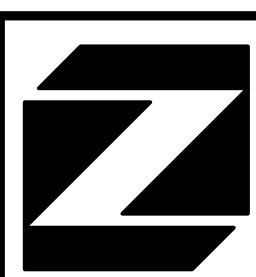
4 MASSING MODEL VIEW 4  
R1.01 NTS

**CONCEPT VIEWS**

ISSUED FOR:	No.	DATE	COMMENT
A	07/25/2018	PLANNING & ZONING	
B	007/25/2018	DESIGN REVIEW	
C	08/20/2018	DESIGN REVIEW REV	

**ELKSTONE CONDOMINIUMS**  
LOT 600A  
MOUNTAIN VILLAGE, COLORADO

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 <p><b>ZEHREN</b> AND ASSOCIATES, INC. ARCHITECTURE - PLANNING - INTERIORS LANDSCAPE ARCHITECTURE 48 East Beaver Creek Blvd., Suite 303 P.O. Box 1976 - Avon, Colorado 81620 (970) 949-0257 FAX (970) 949-1080</p>	<p>CIVIL RUSSELL ENGINEERING</p>	<p>MECHANICAL AEC CONSULTING ENGINEERS</p>
	<p>STRUCTURAL MARTIN-MARTIN</p>	<p>ELECTRICAL AEC CONSULTING ENGINEERS</p>

PROJECT No.	201 82606.00	DATE	11/13/2018
DRAWN BY	JBR	CHECK BY	TL
SHEET No.	R1.01	SCALE	AS SHOWN



**ORDINANCE NO. 2019-\_\_\_\_ - \_\_\_\_**

**ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING: (1) REZONE OF LOT 600A AND (2) TRANSFER DENSITY OF SIX (6) PERSON EQUIVALENTS OF CONDOMINIUM DENSITY FROM THE DENSITY BANK TO LOT 600A.**

**RECITALS**

- A. The applicant and owner’s representative, Chris Hawkins, has submitted an application for a rezoning and density transfer of the Expansion Area of Lot 600A. The proposed rezoning and density transfer is for two (2) units of condominium density, equivalent to six (6) person equivalents, to Lot 600A to be held by Sterling Snow, LLC (**Applicant**) pursuant to the requirements of the Community Development Code (“**CDC**”).
- B. The owner proposed to rezone the property to reallocate condominium zoning designations and change (4) condominium unit designations to six (6) condominium unit designations pursuant to the requirements of the CDC.
- C. Sterling Snow, LLC. is the owner of the declarant and development rights for the Expansion Area of Lot 600A as shown on the plat recorded at Reception Number 418711.
- D. The Owner has authorized Chris Hawkins, to pursue the approval of the concurrent rezoning and density transfer application to rezone the properties to change the density allocation (the “Rezoning Application”).
- E. The Property has the following zoning designations pursuant to the Official Land Use and Density Allocation List and zoning as set forth on the Town Official Zoning Map:

<b>Lot</b>	<b>Acreage</b>	<b>Zone District</b>	<b>Zoning Designation</b>	<b>Actual Units</b>	<b>Person Equivalent per Actual Unit</b>	<b>Total Person Equivalent Density</b>
<b>Zoned Density</b>						
600A	2.133	Multi-Family	Condominium	32	3	96
			Employee Apt.	1	3	3
<b>Total</b>				33		99
<b>Built Density</b>			Condominium	28	3	84
<b>Remaining Density Unbuilt (Expansion Area)</b>			Condominium	4	3	12

- F. At a duly noticed public hearing held on March 28, 2019, the DRB considered the Applications, testimony and public comment and recommended to the Town Council that the Applications be approved with conditions pursuant to the requirement of the CDC.
- G. At its regularly scheduled meeting held on \_\_\_\_\_, 2019, the Town Council conducted a public hearing on this Ordinance, pursuant to the Town Charter and after receiving testimony and public comment, closed the hearing and approved the Applications and this Ordinance on second reading.



H. This Ordinance approves a density transfer of an addition two condominium units as shown below:

Lot	Acreage	Zone District	Zoning Designation	Actual Units	Person Equivalent per Actual Unit	Total Person Equivalent Density
<b>Zoned Density</b>						
600A	2.133	Multi-Family	Condominium	32	3	96
			Employee Apt.	1	3	3
Total				33		99
<b>Built Density</b>			Condominium	28	3	84
<b>Remaining Density Unbuilt (Expansion Area)</b>			Condominium	6	3	18

I. The meeting held on \_\_\_\_\_, 2019 was duly publicly noticed as required by the CDC Public Hearing Noticing Requirements, including but not limited to notification of all property owners within 400 feet of the Property, posting of a sign and posting on the respective agendas.

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

Rezoning Findings

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

K. The Town Council finds that the Applications meet the Rezoning Density Transfer Process criteria for decision contained in CDC Section 17.4.10(D)(2) as follows:

Density Transfer Findings

1. The criteria for decision for a rezoning are met, since such density transfer must be processed concurrently with a rezoning development application

2. The density transfer meets the density transfer and density bank policies.
3. The proposed density transfer meets all applicable Town regulations and standards.

**NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL HEREBY APPROVES THE APPLICATION SUBJECT TO THE FOLLOWING CONDITIONS.**

1. The owner of record of density shall be responsible for all dues, fees and any taxes associated with the assigned density and zoning until such time as the density is either transferred to a lot or another person or entity.
2. The final location and design of any buildings, grading, landscaping, parking areas, and other site improvements shall be determined with the required Design Review Process application pursuant to the applicable requirements of the CDC.
3. The Property Owner must demonstrate ownership of the additional two (2) condominium density (six-person equivalent density) prior to the issuance of a building permit.

**Section 1. Effect on Zoning Designations**

A. This Resolution does not change the zoning designations on the Properties it only removes the density from the Properties.

**Section 2. Ordinance Effect**

All ordinances, of the Town, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed, replaced and superseded to the extent only of such inconsistency or conflict.

**Section 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 21, 2019 following public hearing and approval by Council on second reading.

**Section 5. Public Hearing**

A public hearing on this Ordinance was held on the 21st of February 2019 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 17<sup>th</sup> day of January 2019.**

**TOWN OF MOUNTAIN VILLAGE**

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

By: \_\_\_\_\_  
Laila Benitez, Mayor

ATTEST:

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

**HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village,  
Colorado this 21st day of February 2019**

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

By: \_\_\_\_\_  
Laila Benitez, 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 \_\_\_\_\_, 2019, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	“Yes”	“No”	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Dan Jansen				
Bruce MacIntire				
Patrick Berry				
Natalie Binder				
Jack Gilbride				

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 \_\_\_\_\_, 2019 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 \_\_\_\_\_, 2019. 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
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Dan Jansen				
Bruce MacIntire				
Patrick Berry				
Natalie Binder				
Jack Gilbride				

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 \_\_\_\_\_, 2019.

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

(SEAL)

## John A. Miller

---

**From:** Finn Kjome  
**Sent:** Monday, March 18, 2019 3:27 PM  
**To:** John A. Miller  
**Subject:** RE: Referral for Lot 348R Upper Benchmark Dr; Initial Architecture and Site Review

John,  
Public Works has reviewed the referral finding no issues. There are no concerns with the soil nails in the southern G.E. The existing utilities were designed to handle the future expansion. Looks like a good project.  
Finn

Finn Kjome  
Public Works Director  
Town of Mountain Village

---

**From:** John A. Miller  
**Sent:** Thursday, March 07, 2019 4:53 PM  
**To:** Finn Kjome <FKjome@mtnvillage.org>; Steven LeHane <SLeHane@mtnvillage.org>; Jim Loebe <JLoebe@mtnvillage.org>; Chris Broady <CBroady@mtnvillage.org>; jeremy@smpa.com; brien.gardner@blackhillscorp.com; kirby.bryant@centurylink.com; Forward jim.telluridefire.com <jim@telluridefire.com>  
**Cc:** jmahoney@jdreedlaw.com  
**Subject:** RE: Referral for Lot 348R Upper Benchmark Dr; Initial Architecture and Site Review

Afternoon All,  
This is the DRB Initial Architectural and Site Review for Six (6) Condominium Units; Read and Recommendation to Town Council for a Density Transfer and Rezone from Four (4) Condo Units to Six (6) Condo Units. Finn, I wanted to get your initial take on the series of soil nailing (approx. 15 feet horizontally into the hillside below grade but within the GE). The hillside requires stabilization and the design proposes this solution.

Thanks everyone,  
J

John A Miller III, CFM  
Senior Planner  
Planning & Development Services  
Town of Mountain Village  
455 Mountain Village Blvd, Suite A  
Mountain Village, CO 81435  
O :: 970.369.8203  
C :: 970.417.1789

## John A. Miller

---

**From:** Jim Loebe  
**Sent:** Friday, March 8, 2019 10:25 AM  
**To:** John A. Miller  
**Subject:** Re: Referral for Lot 348R Upper Benchmark Dr; Initial Architecture and Site Review

Proolly not. But they need to know that there's gonna be a trail in their back yard.

Jim Loebe  
Transit Director  
Town of Mountain Village  
[jloebe@mtnvillage.org](mailto:jloebe@mtnvillage.org)  
W 970 369 8300  
C 970 729 3434

On Mar 8, 2019, at 8:14 AM, John A. Miller <[JohnMiller@mtnvillage.org](mailto:JohnMiller@mtnvillage.org)> wrote:

Thanks Jim. Do you think any of the proposed drives or the building will be a problem as sited?

John A Miller III, CFM  
Senior Planner  
Planning & Development Services  
Town of Mountain Village  
455 Mountain Village Blvd, Suite A  
Mountain Village, CO 81435  
O :: 970.369.8203  
C :: 970.417.1789

<image001.jpg>

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**From:** Jim Loebe  
**Sent:** Thursday, March 7, 2019 5:02 PM  
**To:** John A. Miller <[JohnMiller@mtnvillage.org](mailto:JohnMiller@mtnvillage.org)>  
**Subject:** RE: Referral for Lot 348R Upper Benchmark Dr; Initial Architecture and Site Review

We may be putting a trail in around Elk Lake that will skirt the NW boundary of this lot.

Jim Loebe  
Transit Director and Director of Parks and Recreation  
Town of Mountain Village  
O::970.369.8300  
M::970.729.3434  
Email Signup | Website | Facebook | Twitter | Pinterest | Videos On Demand

---

**From:** John A. Miller  
**Sent:** Thursday, March 07, 2019 4:53 PM  
**To:** Finn KJome <[FKJome@mtnvillage.org](mailto:FKJome@mtnvillage.org)>; Steven LeHane <[SLeHane@mtnvillage.org](mailto:SLeHane@mtnvillage.org)>; Jim Loebe <[JLoebe@mtnvillage.org](mailto:JLoebe@mtnvillage.org)>; Chris Broady <[CBroady@mtnvillage.org](mailto:CBroady@mtnvillage.org)>; [jeremy@smpa.com](mailto:jeremy@smpa.com); [brien.gardner@blackhillscorp.com](mailto:brien.gardner@blackhillscorp.com); [kirby.bryant@centurylink.com](mailto:kirby.bryant@centurylink.com); Forward [jim.telluridefire.com](mailto:jim.telluridefire.com) <[jim@telluridefire.com](mailto:jim@telluridefire.com)>

Cc: [jmahoney@jdreedlaw.com](mailto:jmahoney@jdreedlaw.com)

Subject: RE: Referral for Lot 348R Upper Benchmark Dr; Initial Architecture and Site Review

Afternoon All,

This is the DRB Initial Architectural and Site Review for Six (6) Condominium Units; Read and Recommendation to Town Council for a Density Transfer and Rezone from Four (4) Condo Units to Six (6) Condo Units. Finn, I wanted to get your initial take on the series of soil nailing (approx. 15 feet horizontally into the hillside below grade but within the GE). The hillside requires stabilization and the design proposes this solution.

Thanks everyone,

J

John A Miller III, CFM  
Senior Planner  
Planning & Development Services  
**Town of Mountain Village**  
455 Mountain Village Blvd, Suite A  
Mountain Village, CO 81435  
O :: 970.369.8203  
C :: 970.417.1789

<image001.jpg>



## John A. Miller

---

**From:** John A. Miller  
**Sent:** Tuesday, March 12, 2019 4:06 PM  
**To:** 'John McIntyre'; Michelle Haynes  
**Subject:** RE: lot 600A Elkstone

Mr. McIntyre,

I am in receipt of your letter addressing your concerns regarding the proposed development at Lot 600A. I will ensure this letter is included within the Public Comment portion of the Packet for the DRB.

Thanks,

J

John A Miller III, CFM  
Senior Planner  
Planning & Development Services  
Town of Mountain Village  
455 Mountain Village Blvd, Suite A  
Mountain Village, CO 81435  
O :: 970.369.8203  
C :: 970.417.1789



---

**From:** John McIntyre <john.mcintyre@outlook.com.au>  
**Sent:** Tuesday, March 12, 2019 3:57 PM  
**To:** Michelle Haynes <MHaynes@mtnvillage.org>  
**Cc:** John A. Miller <JohnMiller@mtnvillage.org>  
**Subject:** RE: lot 600A Elkstone

Dear Ms Haynes

We received no such correspondence.

We have some comments we would like conveyed to the DRB.

Bearing in mind our experience during the construction of Elkstone 21, we would like to get certainty about the existing trees they are allowed to be removed and what must be retained and protected during construction. These should be clearly marked and photographs provided to the town prior to the commencement of construction to ensure strict compliance with that condition of any approval.

It should be a condition of any approval that any crane boom used during construction cannot encroach into the airspace over our Lot.

It was our experience during the construction of Elkstone 21 that the height of the building as shown on the plans and told to us by the developer and his architect in person at our home was exceeded by a significant amount as constructed. We were told that the highest point of the roof would be level with the deck of our home that faces Elkstone 21.

As constructed the highest part of the roof of Elkstone 21 is at least 10 feet higher than our deck. The definition of the building height “above natural ground level “ is pretty much a fiction considering the nature of the terrain and the fact that it has already been significantly disturbed. The applicant should be required to erect marker poles illustrating the maximum height of the building at various places on the land that give an accurate illustration of the proposed height that can be viewed by neighbours prior to any final consideration of the application and photographed and recorded for future reference in the event that the height as constructed proves to be excessive and not in accordance with any approval that may be granted. we have seen that done on a number of building sites in the town of Telluride before any application of this nature is given final consideration. Please acknowledge receipt of this submission and confirm that it will be placed before the DRB.

Kind regards  
John and Catherine McIntyre  
“Eureka”  
106 Gold Hill Court  
Mountain Village, Telluride  
Colorado

---

**From:** Michelle Haynes [<mailto:MHaynes@mtnvillage.org>]  
**Sent:** Wednesday, 13 March 2019 1:42 AM  
**To:** John McIntyre  
**Cc:** John A. Miller  
**Subject:** RE: lot 600A Elkstone

Dear Mr. McIntyre:

Good morning. I reviewed the public notice affidavit and a public notice was sent to your address noted as Box 208 in Thredbo, Australia by the applicant. The 600A Elkstone development application can be found at the following link for you to review:

<https://townofmountainvillage.com/governing/building-development/current-planning/current-planning-projects/>

I have copied John Miller, Senior Planner, should you have any additional questions regarding this application, he is the planner assigned to the project.

Thanks so much.

Michelle Haynes, MPA  
Planning and Development Services Director  
**Town of Mountain Village**  
455 Mountain Village Blvd. Suite A  
Mountain Village, CO 81435  
O:: 970-239-4061 – PLEASE NOTE NEW OFFICE PHONE NUMBER  
M:: 970-417-6976  
[mhaynes@mtnvillage.org](mailto:mhaynes@mtnvillage.org)



[Email Signup](#) | [Website](#) | [Facebook](#) | [Twitter](#) | [Pinterest](#) | [Videos On Demand](#)

---

**From:** John McIntyre <[john.mcintyre@outlook.com.au](mailto:john.mcintyre@outlook.com.au)>

**Sent:** Monday, March 11, 2019 4:49 PM

**To:** Michelle Haynes <[MHaynes@mtnvillage.org](mailto:MHaynes@mtnvillage.org)>

**Subject:** lot 600A Elkstone

Dear Ms Haynes

We have just learned that an application has been made for development on lot 600A Elkstone below us. We have not been notified and offered an opportunity to consider the application and make submissions. Can you please advise us what is proposed and how we can make a submission?

Kind regards

John and Catherine McIntyre

"Eureka"

106 Gold Hill Court

Mountain Village, Telluride

Colorado

970 728 4012

EMAIL : [john.mcintyre@outlook.com.au](mailto:john.mcintyre@outlook.com.au)

[www.vrbo.com/188870](http://www.vrbo.com/188870)

## John A. Miller

---

**From:** David Mehl <dmehl@cottonwoodproperties.com>  
**Sent:** Tuesday, February 5, 2019 11:49 AM  
**To:** John A. Miller  
**Subject:** Re Rezoning of Lot 600

DRB and Town Council

I respectfully oppose the rezoning of Lot 600 in the Elkstone Condominiums Expansion Area from 4 units to 6 units. Our family owns a home at 133 Benchmark Drive (Lot 210) that we built in 1991. We are long term residents of the Mountain Village. The overall massing that will occur, and that will be adjoining Elk Lake, is simply too large. The development of the currently allowed 4 units, instead of a 50% increase to 6 units, would better maintain the character around the lake and would lessen the impact on the views of the numerous existing homes.

Thank you for your consideration.

David Mehl

David Mehl  
133 Benchmark Ave.  
Mountain Village, Colorado 81435  
Mobile: 520-907-6491  
Home: 970-728-6754



**BYLAWS OF THE TOWN OF MOUNTAIN VILLAGE  
PLAZA VENDING COMMITTEE**

**ARTICLE I  
Formation**

**Section 1. Creation and Name.** The name of this Committee, organized by the Town of Mountain Village (“Town”), shall be the Plaza Vending Committee ("Committee"), which Committee is authorized by Town Council to perform the task set forth herein. The Committee shall not have any binding authority on the Town or Town Council and its scope of rights to provide non-binding recommendations shall be limited as specifically set forth herein.

**ARTICLE II  
Intent and Purpose**

**Section 1. Intent and Purpose.** The intent and purpose of the Committee shall be to approve and assign the location, design, and use of plaza vending, and to evaluate that such activities contribute to the vibrancy of our Village Center plazas. The Committee shall also adopt plaza vending rules and regulations for Town Council consideration and approval.

**ARTICLE III  
Membership**

**Section 1. Appointments.**

- A. The Committee shall consist of no less than five members, each of whom shall be appointed by Town Council and reflect the following membership:
1. One Councilor
  2. A Town Community Engagement staff representative
  3. A Town Planning and Building staff representative
  4. A Town Plaza Services staff representative
  5. A Telluride Mountain Village Owners Association (TMVOA) staff representative

**Section 2. Purpose.** The responsibilities of the Committee members are outlined in Article II. Town Council may add additional tasks at its discretion.

**Section 3. Term.** Committee members shall serve for three years as follows:

1. One Council member shall serve three-year terms.
2. All Town staff shall serve three-year terms.
3. TMVOA representative shall serve three-year terms.

**Section 4. Replacement.** Upon the vacation of a Committee member seat, the replacement Committee member(s) shall be appointed by the Town Council following the same process as the original appointment set forth in Article III, Section 1 above.

**Section 5. Removal.** A Committee member may be removed from the Committee by majority vote of Town Council, for good cause only. The Committee Chairperson may, but need not, request that Town

Council remove a Committee member who is absent from 50% of the regularly scheduled meetings within a 12- month period.

#### **ARTICLE IV Officers**

**Section 1. Officers.** The Town Community Engagement staff representative shall act as Committee Chairperson.

**Section 2. Duties of Chairperson.**

- A. **Chairperson.** The Chairperson shall preside at all meetings of the Committee and shall perform all duties usually incident to the office of Chairperson and such other duties as may be assigned to him or her from time-to-time by the Committee, in accordance with these Bylaws. It is the responsibility of the Chairperson to write and execute all plaza vending permits upon the direction of the Committee's vendor selection.

**Section 3. Creation of New Positions** Each request for a new position must be reviewed by the chair, and receive a majority vote for approval. No offices may be held by the same person, and no person shall simultaneously serve as an officer and a chair. This Committee may also have such other offices as may be required. The names, terms, and duties of such offices, as well as the processes for filling of vacancies, will be included in relevant provisions of the Committee's bylaws and/or policies.

#### **ARTICLE V Meeting**

**Section 1. Regular Meeting.** The schedule for Committee meetings shall be as follows:

- A. 2019 Summer plaza vending selections shall occur within the 60 days following the Summer plaza vending application deadline of March 1<sup>st</sup>. All following Summer plaza vending selections shall occur within the 30 days following the Summer plaza vending application deadline of March 1<sup>st</sup>.
- B. Winter plaza vending selections shall occur within 30 days following the Winter plaza vending application deadline of September 1<sup>st</sup>.
- C. Meeting dates shall be set and scheduled by the Committee, as set forth above. Attendance by Committee members at any meeting shall be in person or by telephone conference call where all parties can hear each other.

**Section 2. Special Meetings.** The Committee Chairperson shall be permitted to call Special Meetings as needed.

**Section 3. Order of Business.** At regular meetings of the Committee, the following outline presents the recommended order of business:

- 1. Applicant review and discussion
- 2. Public comment
- 3. Vote and plaza vendor selection
- 4. Adjourn

**Section 4. Voting.** When a motion for vote is made at any Committee meeting, all regular members of the Committee shall vote either by voice or roll call vote. A roll call vote shall be conducted upon the request of a regular member of the Committee or at the discretion of the presiding officer. Any action requiring a vote shall be decided by a simple majority of those Committee members in attendance at any duly convened meeting with a quorum.

**Section 5. Quorum.** A majority of the Committee members shall be necessary to constitute a quorum for the transaction of business.

**Section 6. Rules of Order.** Unless otherwise specified in these Bylaws, the Committee will follow procedures outlined in Robert's Rules of Order, Newly Revised.

**Section 7. Agenda.** The Committee Chairperson shall prepare the agenda and shall distribute no less than five calendar days in advance of any scheduled meeting. Other items of the agenda shall include, but not be limited to, Bylaws - Page 2 of 3 complete applications and supplemental documents, any intervening special meetings, and committee reports.

## **ARTICLE VI RULES AND REGULATIONS**

**Section 1. Rules and Regulations.** Plaza Vending Committee shall recommend plaza vending rules and regulations, as well as any amendments made to the rules and regulations, for council approval. The Plaza Vending Committee is subject to approved rules and regulation set forth by council.

## **ARTICLE VII MISCELLANEOUS**

**Section 1. Authority.** The authority of the Committee and its members shall be limited as to the express purposes and authority granted herein and shall not be expanded outside the scope of authority necessary to carry out these Bylaws and the Guidelines.

**Section 2. Amendment.** These Bylaws shall not be amended, except by the majority vote of the Town Council at a duly noticed Town Council meeting.

**Adopted and Approved** by the Town Council at a public hearing held on April 25, 2019.

**Town of Mountain Village, Town Council**

By: \_\_\_\_\_  
Laila Benitez, Mayor

**Attest:**

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

Approved as to Form:

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



**San Miguel Watershed Coalition—Progress Update**  
Mountain Village Town Council  
April 25, 2019

Stakeholder Process, Capacity Building, and Strategic Planning—2019 To-Date Highlights

- 22 of 25 Stakeholder Committee seats filled with municipal, state, federal, and community representatives. Broad representation from upper and lower watershed communities
- Strategic planning process began in October 2018. SMWC’s Stakeholder Committee and Board of Directors are working to identify funding opportunities, engagement practices, and effective projects that will ensure the long-term stability and success of the organization. The Strategic Plan will be completed in 2019
- Bureau of Reclamation WaterSMART grant will be in place by early summer 2019. This funding, earmarked for capacity building, will enable the Coalition to execute strategies and projects outlined in the Strategic Plan

2019 Sampling Plans


The Coalition will conduct six months of water quality monitoring in and around Mountain Village beginning in May 2019. SMWC will sample four total sites on Skunk and Prospect Creeks. The locations of the sites were picked to bracket the Town and provide information on the status of the two creeks’ water supply before and after they flow through Mountain Village. This design allows the Coalition to detect if run-off from the golf course; western portion of the ski area; and all properties, businesses and homes west of the Boomerang ski run is introducing unwanted or harmful substances into these tributaries of the San Miguel. SMWC also monitors temperature, pH, conductivity, dissolved oxygen, and flow. These parameters provide important data on climate-driven impacts on aquatic habitat and water levels.



# SMWC Water Quality Sampling

2019 Mountain Village-area sites

## Legend

 Sampling/monitoring site

 Skunk Creek at HWY 145

 Prospect Creek below Big Billie's

 Upper Skunk Creek--Ski Ranches

 Prospect Creek above Mtn Ops

Google Earth

© 2018 Google 105





## 2018 Monitoring Results

### ***Prospect Creek***

None of the high or low flow samples collected from the Upper and Lower Prospect Creek sites exceed state limits for nutrient loading (Colorado Water Quality Control Commission Regulation No. 35). Results indicate that excessive nutrient loads are not being introduced via municipal, residential, or industrial practices.

Conductivity, pH, dissolved oxygen, and temperature readings (May-October) did not exceed state levels. However, after comparing 2018's data to historical data from the two sites, temperatures were elevated and flows significantly diminished. Peak runoff occurred nearly a month before typical high flows are recorded and the highest flows recorded in 2018 were around 40% lower than average high flows. After peak flows occurred in May, stream flow dropped precipitously and remained at consistent low levels through October.

Low flows were accompanied by higher recorded water temperatures. Recorded temperatures were, on average, 24% higher than historical data

### ***Skunk Creek***

None of the high or low flow samples collected from the Upper and Lower Skunk Creek sites exceed state limits for nutrient loading (Colorado Water Quality Control Commission Regulation No. 35). Results indicate that excessive nutrient loads are not being introduced via municipal, residential, or industrial practices.

Conductivity, pH, dissolved oxygen, and temperature readings (May-October) did not exceed state levels. Compared to historical data, temperatures on Skunk Creek were significantly higher than average—upward of 35% during certain readings. Higher temperatures can be attributed to diminished stream flows. Runoff on Skunk peaked in May, close to a month earlier than typical peak flows. By July, both sites recorded below 1/10 CFS flow and the Upper Skunk Creek site was dry by August.

### ***Summary***

2018 was a significant drought year and the flow and temperature readings on Prospect and Skunk Creeks reflected this fact. Closely monitoring temperature and flow readings in these streams is a high priority in order to best quantify climate-driven impacts to Mountain Village-area surface water.



# Mountain Village Green Team

## 1st Quarter Report

### **Accomplishments:**

#### **1. Finalized 2019 Work Plan**

Created subcommittees and leads for each item. Time will be tracked to assist with future grant applications

#### **2. Mountain Village Composting Incentive Program**

The Team met in February. A survey is being drawn up. The purpose and outcomes for the survey are still being strategized. Discussion included possible location of a permanent composting structure for the entire town and how that will be staffed with volunteers.

#### **3. Single Use Plastics**

Because of issues at the state level, a voluntary program is being considered. Staff created two options for the program. The group agreed to proceed with the larger overview which will be presented to Council in April.

#### **4. Mountain Village Clean Up Day**

The Team met in February and March to discuss strategy and possible dates. The official date has been set as August 24th. The group met with staff regarding logistics (dumpsters, remote pick-up locations, and permitting) and received helpful direction. Monthly meetings will continue until the event nears where meetings will be scheduled as needed. A timeline will be drawn up for the remainder of the year.



## **5. Green Tips Program**

Members of the committee are providing 1 simple green task that our residents and guests can do. Staff will place in various outlets (print and electronic) to market this program. The first green tip can be found on the Town Website

## **6. Bike to Work Day Program**

Contacted Max Cooper from SMBA (the lead for this event). They will be meeting with the Ecology Commission to determine the final date and events. He will inform the Green Team once that is complete. After the March meeting, it is unsure whether a May date is possible because of this year's snowfall. More information will be available as we learn more.

## **7. 2020 Budget Brainstorming**

The group began the budget process by holding a brainstorming session. Many great ideas were presented. Discussion will begin in April on which ideas will be presented to Council as part of the 2020 budget.



Agenda Item #17.b.  
**Town of Mountain Village  
Green Team**  
455 Mountain Village Blvd.  
Mountain Village, CO 81435  
(970)369-8236

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TO: Town Council  
FROM: Zoe Dohnal, Business Development Community Engagement Coordinator  
FOR: Meeting of April 25, 2019  
DATE: April 25, 2019  
RE: Conceptual Resolution: Voluntary Single-Use Plastic Reduction Initiative

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**OVERVIEW:**

In the 2019 February Town Council meeting, direction was given to draft a **Voluntary Single-Use Plastic Reduction Initiative**, resembling the 2012 Town of Mountain Village Disposable Shopping Bag Reduction Program.

The 2012 voluntary initiative saw clear results with a 50 percent reduction in the use of non-compostable disposable shopping bags over three years aiding in the Town's goal of zero waste by 2025.

Continuing these efforts and using a grassroots approach, Town of Mountain Village staff and Mountain Village Green Team members are currently meeting with all business owners individually to discuss the **Voluntary Single-Use Plastic Reduction Initiative**, as defined in the current document.

By avoiding mandates, and instead of working cooperatively with our merchants, both groups were able to move beyond eliminating plastic and instead create awareness about single-use plastics through education and culture change. We aim to help our businesses find viable alternatives and give recognition of support.

The Town of Mountain Village understands that any state legislation shall supersede and preempt municipal initiatives concerning the regulation of single-use plastics, should said legislation offer additional regulations.

RESOLUTION OF THE TOWN COUNCIL, TOWN OF MOUNTAIN VILLAGE, COLORADO TO  
ESTABLISH A VOLUNTARY SINGLE-USE PLASTIC REDUCTION INITIATIVE FOR THE TOWN  
OF MOUNTAIN VILLAGE

RESOLUTION NUMBER: **2019-?**

**RECITALS:**

- A. The Town of Mountain Village (the "Town") established waste reduction as the first priority for the collection, handling, and management of solid waste.
- B. There is not currently a viable local option for the commercial recycling of single-use plastics.
- C. The use and disposal of single-use plastics have significant adverse impacts on the environment, and that reusable or compostable alternative products are available.
- D. The Town found that it is necessary to change purchasing practices and waste generation behaviors to reduce the amount of waste.
- E. In 2012 the Town Council adopted, the Mayor concurring, Resolution 2012-0719-14, which was established to eliminate the distribution of non-compostable disposable shopping bags at all points of sale.
- F. Defined participants voluntarily prohibit the use of certain single-use plastics to reduce solid waste disposal and to protect the environment and eliminate the use or use compostable options when available.
- G. Any and all participants will be recognized by the Town of Mountain Village and offered assistance in marketing and educating customers concerning their efforts in eliminating the use of single-use plastics.
- H. The Town believes the consumer should incur the actual environmental and economic cost of disposable alternatives.

**NOW THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Mountain Village, hereby adopts the attached **Voluntary Single-Use Plastic Reduction Initiative**.

The Town Council further resolves to review the results of the voluntary participation of the Single-Use Plastic Reduction Initiative, and if the results of such participation are not satisfactory, the Council may consider a mandatory ordinance which could include penalties for non-compliance.

**ADOPTED AND APPROVED** by the Town Council of the Town of Mountain Village, Colorado, at a regular meeting held on the 25th day of April 2019.

TOWN OF MOUNTAIN VILLAGE,  
COLORADO, a home rule municipality

By: \_\_\_\_\_  
Laila Benitez, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



**THE TOWN OF MOUNTAIN VILLAGE**  
**VOLUNTARY SINGLE-USE PLASTIC REDUCTION PROGRAM**  
**April 25, 2019**

The Town of Mountain Village **VOLUNTARY SINGLE-USE PLASTIC REDUCTION PROGRAM** (the "Program") is a cooperative program between Town of Mountain Village (the "Town"), the Town Grocery Stores ("Grocers"), the Town Food Service Businesses ("Restaurants"), the Town Lodging Establishments (Lodgers), and the Town Retail Merchants ("Merchants"),

The Program supports the Town's goal of Zero Waste (TMV Resolution 2008-1016-12) and is building off the Town's Disposable Plastic Bag Reduction Program (TMV Resolution 2012-0719-14) as a step toward a significant reduction of single-use plastic in the town's waste stream.

The Program is entirely voluntary on behalf of the Grocers, Merchant, Lodgers, and Restaurants; however, the Town has a goal of achieving 100 percent participation by **December 31, 2020**.

The Grocers and Merchants who elect to participate in this initiative shall comply with the following on or before **December 31, 2020**:

1. Grocers and Merchants shall eliminate the distribution of non-compostable single-use plastics as defined in Figure 1.2 at all points of sale within a Grocer's or Merchant's store (the "Points of Sale").
2. Grocers and Merchants shall offer reusable alternatives as shown in Figure 1.2 "Best Alternatives."
3. If a reusable option does not seem attainable, Grocers and Merchants shall provide [acceptable compostable options](#) as shown in Figure 1.2 "Better Alternatives."
4. Grocers and Merchants shall favor manufacturers of resale goods consisting of reusable or compostable components over single-use plastics whenever possible.
5. Pre-packaged resale items filled and sealed prior to receipt by the Grocers and Merchants shall be **exempt**.
6. Upon request, a single-use plastic product may be provided to a person that requires a single-use plastic product due to a disability or medical condition.
7. The Grocers and Merchants shall work with the Town staff to install signage that explains the Initiative to customers, in prominent places at participating Grocer's and Merchant's locations.
8. The Grocers and Merchants providing compostable alternatives for on-premise use must provide conveniently located and clearly marked containers where customers

may discard compostable products and must provide for the collection and delivery of these materials to appropriate processing facilities.

9. On such commercially reasonable terms, as determined by the landlord, landlords of Grocers and Merchants are subject to the requirements outlined in #6 shall make adequate space and/or services available to such Grocers and Merchants for the collection and pick up of compostable materials generated by Grocers and Merchants.
10. The Grocers and Merchants shall monitor and annually report on the Initiative to the Town, including the number of single-use plastics reduced as a result of the Initiative, and the cost analysis of alternative products versus reduced usage. Reports shall be delivered to Town staff no later than January 31 of each year for the previous year.
11. Grocers and Merchants shall be recognized and celebrated publicly in Town communication for their voluntary participation.

The Lodgers who elect to participate in this initiative shall comply with the following on or before **December 31, 2020**:

1. Lodgers shall eliminate the distribution of non-compostable single-use plastics as defined in Figure 1.2, including but not limited to travel-sized amenities made from single-use plastics, at all points of sale within a Lodging Establishment (the "Points of Sale").
2. Lodgers shall offer reusable alternatives as shown in Figure 1.2 "Best Alternatives."
3. If a reusable option does not seem attainable, Lodgers shall provide [acceptable compostable options](#) as shown in Figure 1.2 "Better Alternatives".
4. Lodgers shall favor manufacturers of resale goods consisting of reusable or compostable components over single-use plastics whenever possible.
5. Upon request, a single-use plastic product may be provided to a person that requires a single-use plastic product due to a disability or medical condition.
6. The Lodger shall work with the Town staff to install signage that explains the Initiative to customers, in prominent places at participating Lodging Establishments.
7. The Lodger providing compostable alternatives for on-premise use must provide conveniently located and clearly marked containers where customers may discard compostable products and must provide for the collection and delivery of these materials to appropriate processing facilities.
8. On such commercially reasonable terms, as determined by the landlord, landlords of Lodgers are subject to the requirements outlined in #6 shall make adequate space and/or services available to such Lodgers for the collection and pick up of compostable materials generated by Lodging Establishments.

9. The Lodgers shall monitor and annually report on the Initiative to the Town, including the number single-use plastics reduced as a result of the Initiative, and the cost analysis of alternative products vs. reduced usage. Reports shall be delivered to Town staff no later than January 31 of each year for the previous year.
10. Lodgers shall be recognized and celebrated publicly in Town communication for their voluntary participation.

The Restaurants who elect to participate in this program shall comply with the following on or before **December 31, 2020**:

1. Restaurants shall eliminate the distribution of non-compostable single-use plastics defined in Figure 1.2 at all points of sale within a Restaurant (the "Points of Sale").
2. Restaurants shall eliminate the selling or providing food, for consumption on or off the premises, in single-use plastic products, including but not limited to expanded polystyrene food service products.
3. Restaurants shall favor manufacturers of resale goods consisting of reusable or compostable components over single-use plastics whenever possible.
4. Pre-packaged soups and other foods that restaurants sell or otherwise provide to their customers in expanded polystyrene containers that have been filled and sealed prior to receipt by the restaurant shall be **exempt**.
5. Upon request, a single-use plastic product may be provided to a person that requires a single-use plastic product due to a disability or medical condition
6. Restaurants shall eliminate the selling or providing food, for consumption on or off the premises, in or with single-use plastic food service ware.
7. Restaurants are encouraged first to provide reusable food-service ware and utensils whenever possible as shown in Figure 1.2 "Best Alternatives."
8. If a reusable option does not seem attainable, restaurants shall provide [compostable products](#), as shown in Figure 1.2 "Better Alternatives."
9. Restaurants shall offer compostable straws and compostable utensils only on request; and utilize dispensers when providing compostable straws and compostable utensils.
10. Restaurants are required to allow patrons the use of personal reusable containers for off-premise consumption as long as said containers are clean and unconsumed food is that of the patron.
11. The Restaurant shall work with the Town staff to install signage that explains the Initiative to customers, in prominent places at participating Restaurant locations.

12. Restaurants providing food for consumption on premises using compostable food-service ware must provide conveniently located and clearly marked containers where customers may discard compostable food service ware and must provide for the collection and delivery of these materials to appropriate processing facilities.
13. On such commercially reasonable terms as determined by the landlord, landlords of Restaurants subject to the requirements outlined in #8 shall make adequate space and/or services available to such Restaurants for the collection and pick up of compostable materials generated by Restaurants.
14. The Restaurant shall monitor and annually report on the Initiative to the Town, including the number expanded polystyrene food service products and disposable plastic food service ware reduced as a result of the Initiative, and the cost analysis of alternative products vs. reduced usage. Reports shall be delivered to Town Staff no later than January 31 of each year for the previous year.
15. Restaurants shall be recognized and celebrated publicly in Town communication vehicles for their voluntary participation.

Town staff will monitor compliance with this Initiative on an ongoing basis and with Town Council review this Initiative annually. If it is found that the goals of this program are not being achieved through this voluntary Resolution, the Town Council will consider implementing a mandatory Ordinance to the same effect.

The following definitions shall apply to the Initiative:

#### DEFINITIONS

**GROCER:** Means that person who owns and/or operates a Grocery.

**GROCERY:** Means a retail establishment within Town limits that is a full-line, self-service market which sells a line of staple foodstuffs, meats, produce, household supplies, dairy products, beers, wines, or liquors or other perishable items.

**MERCHANT:** Means any retail enterprise or establishment within Town limits whose primary purpose is the sale of goods and associated services.

**RESTAURANTS:** Means full-service restaurants, fast food restaurants, cafes, delicatessens, coffee shops, grocery stores, vending trucks or carts, business or institutional cafeterias, or other businesses, selling or providing food.

**LODGER:** Means that person who owns and/or operates a Lodging Establishment.



**LODGING ESTABLISHMENT:** Means an establishment providing accommodation for a short-term stay including but not limited to motels, hotels, hostels, short-term vacation rental homes, bed and breakfasts, boutiques, and lodges.

**TOWN STAFF:** Means an employee of the Town of Mountain Village Environmental Services department.

**EXPANDED POLYSTYRENE:** Means blown polystyrene and expanded and extruded foams (sometimes called Styrofoam, a Dow Chemical Co. trademarked form of polystyrene foam insulation) which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding, and extrusion-blow molding (extruded foam polystyrene).

**EXPANDED POLYSTYRENE FOOD SERVICE PRODUCTS:** Means food containers, plates, "clamshells," hot and cold beverage cups, meat and vegetable trays, egg cartons, and other products made of expanded polystyrene and used for selling and providing food for consumption on or off premises.

**SINGLE-USE PLASTIC FOOD SERVICE WARE:** Means non-recyclable containers, plates, "clamshells", serving trays, meat and vegetable trays, hot and cold beverage cups, and utensils that are made of plastic or plastic-coated paper and intended only for one-time use (including so-called biodegradable products where any portion is not compostable.)

**COMPOSTABLE:** Means made solely of organic substances that break down into a stable product due to the action of bacteria in a controlled, aerobic commercial process that results in a material safe and desirable as a soil amendment meeting the compost quality standards for metals, physical parameters, pathogens, manufactured inert material and other testing parameters set by the Colorado Department of Public Health and Environment.

**RECYCLABLE:** Means made solely of materials that are capable of being separated from a waste stream by a food service business and made available for collection and delivery to a processor for reuse or remanufacture into the same or other products.

**RESALE GOOD:** A category of finished items that are sold to a retailer by a manufacturer or distributor and are eventually intended to be sold to consumers for profit. These are not considered end-user goods at the time of purchase by the retailer because are still in the distribution phase.

**REUSABLE:** Means products that are made of **durable** materials and is specifically intended for multiple reuses.

**DURABLE:** Means any material capable of withstanding wear and tear or decay and made to withstand repeated use over a relatively long period, usually several years or more.

**ON PREMISES:** Means any use while inside a building or on the area of land that it is on, rather than taken out for use elsewhere.

**PLASTIC:** Meaning a lightweight, hygienic, and resistant material which can be molded in a variety of ways and utilized in a wide range of applications. Unlike metals, plastics do not rust or corrode. Most plastics do not biodegrade, but instead photodegrade, meaning they slowly break down into small fragments known as microplastics. The fragmentation of large plastic items into microplastics is common on land such as beaches because of high UV irradiation and abrasion by waves, while the degradation process is much slower in the ocean due to cooler temperatures and reduced UV exposure. The assertions made in this document refer mostly to fossil-derived plastics and not to plastics of biogenic origins.

**SINGLE-USE PLASTICS:** Also referred to as disposable plastics, mean plastic items intended to be used only once before they are thrown away or recycled. These include, among other items, grocery bags, food packaging, bottles, straws, containers, cups, and cutlery. Figure 1.1 introduces the main polymers used to manufacture single-use plastic items and indicates the most common plastic products.

**FIGURE 1.1**

<b>Plastic Product</b>	<b>Likely Plastic-Like Polymer</b>
Food Wrappers (candy, chips, etc.)	Several different plastics
Bottle Caps (Plastic)	Polypropylene (PP #5)
Beverage Bottles (Plastic)	Polyethylene terephthalate (PET #1)
Bags (Plastic)	Primarily Low-Density polyethylene (LDPE #4)
Straws, Stirrers	Polypropylene (PP #5)
Lids (Plastic)	Polystyrene (PS #6)
Utensils	Polystyrene (PS #6)
Take Out/Away Containers (Foam)	Polystyrene (PS #6)
Take Out/Away Containers (Plastic)	Several different plastics
Cups, Plates (Plastic)	(PS #6) & (PET #1)
Cups, Plates (Foam)	Polystyrene (PS #6)
Balloons	Latex or Mylar

**FIGURE 1.2**

<b>Plastic Product</b>	<b>Likely Plastic-Like Polymer</b>	<b>Better Alternatives</b>	<b>Best Alternatives</b>
Food Wrappers (candy, chips, etc.)	Several different plastics**	More work needed on bio-benign alternatives	Bulk purchasing of food in reusable containers
Bottle Caps (Plastic)	Polypropylene (PP #5)	“Connect the Cap” technical fix available	Functional replacement with reusable bottles
Beverage Bottles (Plastic)	Polyethylene terephthalate (PET #1)	Increase deposit to increase collection rates	Functional replacement with reusables
Bags (Plastic)	Primarily Low-Density polyethylene (LDPE #4)	Natural, bio-based shopping bags (paper)	Functional replacement with reusable bags
Straws, Stirrers	Polypropylene (PP #5)	Paper or wood straws/stirrers	Functional replacement with reusable straws/stirrers
Lids (Plastic)	Polystyrene (PS #6)	More work needed on bio-benign alternatives	Functional replacement with reusable cups
Utensils	Polystyrene (PS #6)	Natural, bio-based biodegradable (compostable) utensils (bamboo/wood)	Functional replacement with reusable utensils
Take Out/Away Containers (Foam)	Polystyrene (PS #6)	Plant-based biodegradable (compostable) take-out containers	Functional replacement with reusable take-out containers.



Take Out/Away Containers (Plastic)	Several different plastics**	Plant-based biodegradable (compostable) take-out containers	Functional replacement with reusable containers
Cups, Plates (Plastic)	(PS #6) & (PET #1)	Plant-based biodegradable (compostable) cups	Functional replacement with reusable cups
Cups, Plates (Foam)	Polystyrene (PS #6)	Plant-based biodegradable (compostable) cups	Functional replacement with reusable cups
Balloons	Latex or Mylar	Plant-based biodegradable (compostable) alternatives	Cultural alternatives to balloon releases

# Memo

## Agenda Item # 18

To: Mayor and Town Council

From: James Mahoney

Date: April 23, 2019

Re: Consideration of Edits to Previously Approved Settlement Agreement Resolving Civil Action No. 2015CV30031, San Miguel County District Court, concerning the Ridge Project, and Lot 161-CR

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In your packets you will find a redline version of a Settlement Agreement which was approved at the March Town Council meeting. There are two reasons for the edits which brings the Settlement Agreement into line with the factual reality at the Ridge and relate to density and platting of density at the ridge.

While the previous draft of the Settlement Agreement had language that addressed that there were certain units of density which were assigned to Ridge lots, but were not actually platted as condominium units and as such were not incorporated into the Ridge HOA because that was the reality of the existing situation at the Ridge.

During the past few months two things occurred. First, density was transferred off of the Ridge removing 16 units of condo density. Second the remaining “unplatted” density was platted into the Ridge HOA community through a condo map and amendment to the HOA’s declarations. Therefore, we now have less density and no issue of unplatted density, so it is appropriate to revise the Settlement Agreement to reflect this reality which is what the changes do.

Proposed Motion:

Approval: I move to approve the edits to Settlement Agreement with all conditions of the original approval of the Settlement Agreement remaining in full force and effect.

## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This **SETTLEMENT AGREEMENT AND MUTUAL RELEASE** ("**Settlement Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between CO Lot 161C-R Mountain Village, LLC ("**CO Lot**"), a Colorado limited liability company; Telluride Mountain Village Owners Association, Inc., a Colorado nonprofit corporation ("**TMVOA**"); The Ridge At Telluride Homeowners Association, Inc. ("**The Ridge HOA**"), a Colorado nonprofit corporation; The Ridge Club At Telluride, Inc. ("**The Ridge Club**"), a Colorado nonprofit corporation; Coonskin Ridge Cabin Lot, LLC, a Michigan limited liability company ("**Coonskin**"); [Michael Blevins Living Trust dated June 9, 2010](#) ("**Blevins**"); Ironhorse Land Company, LLC, a Nevada limited liability company ("**Ironhorse**"); CO Ridge Lots 3 & 11, LLC, a Delaware limited liability company ("**CO Ridge Lots**"); Jonathan H. and Tiffany L. Horton Living Trust ("**Horton Trust**"); Life @ 10,500 Ft LLC, a Colorado limited liability company ("**Life @ 10,500**"); Telluride Longview, LLC, a Colorado limited liability company ("**Longview**"); See Forever Holdings, LLC, a Tennessee limited liability company ("**See Forever**"); Eenhoorn Ridge, LLC, a Michigan limited liability company ("**Eenhoorn**"); Leonard Conway ("**Conway**"); SSS Ranch, LLC, a Colorado limited liability company ("**SSS Ranch**"); Ridge Cabin Holdings, LLC, a Colorado limited liability company ("**Ridge Cabin**"); Lakshmana R. Madala ("**L. Madala**"); Manjula Madala ("**M. Madala**"); Lot 20 The Ridge, LLC, a Michigan limited liability company ("**Lot 20**"); Lot 16 The Ridge, LLC, a Michigan limited liability company ("**Lot 16**"); St. Sophia Partners, LLLP, a Colorado limited liability limited partnership ("**St. Sophia**"), and the Town of Mountain Village ("**Town**"), a Colorado home rule municipality. CO Lot, TMVOA, The Ridge HOA, The Ridge Club, Coonskin, [Blevins](#), Ironhorse, CO Ridge Lots, Horton Trust, Life @ 10,500, Longview, See Forever, Eenhoorn, Conway, SSS Ranch, Ridge Cabin, L. Madala, M. Madala, Lot 20, Lot 16, and Town, as well as their assignees and successors in title and any person or entity who assumes any rights or obligations under this Settlement Agreement may be referred to herein collectively as the "**Parties**" and individually as a "**Party**."

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### **RECITALS**

- A. The Parties and St. Sophia have entered into this Settlement Agreement in an effort to resolve that certain litigation (civil action No. 2015CV30031, San Miguel County District Court) (the "**Litigation**") which arises from various disputes concerning the real estate development located on Lots 161A-1R, 161A-2, 161A-3, 161A-4, 161D-1, 161-D2, OS161-R21, OS161-R24, OS161-R3, OA161-R14, R-OS-2A ("**Ridge Lots**") and the Lot 161A-1R Building common interest community real estate development ("**Lot 161A-1R Building**") in Mountain Village, Colorado (collectively the "**Project**"), and Lot 161C-R, Town of Mountain Village, Colorado, according to the plat recorded April 2, 1999 in Plat Book 1 at page 2529, County of San Miguel, State of Colorado ("**Lot 161C-R**" or "**Core Property**").
- B. As the developer of the Project, St. Sophia executed an Access, Facilities and Parking Rights Covenant and Declaration on June 30, 2000, the stated purpose of which was "to ensure that perpetual (i) pedestrian ingress and egress, (ii) access for transporting luggage, (iii) passenger vehicle ingress and egress, (iv) valeted passenger vehicle parking, (v) check-in facilities, (vi) valeted luggage service and (vii) temporary luggage storage facilities will exist on Lot 161C-R" ("**2000 Parking Covenant**"). The 2000 Parking Covenant was recorded in the records of the San Miguel County Clerk and Recorder on July 14, 2000, at Reception No. 335507.

- C. St. Sophia, through its wholly owned subsidiary Lot 161C-R, LLC, also executed a Parking and Access Rights, Covenant and Declaration on July 5, 2001, the stated purpose of which was “to ensure that during the Pre-construction Period, parking, and pedestrian and vehicular access will exist on, over and across Lot 161C-R” (“**2001 Parking Covenant**”). The 2001 Parking Covenant was recorded in the records of the San Miguel County Clerk and Recorder on July 5, 2001, at Reception No. 342406.
- D. As part of the Project, the Town Council of the Town of Mountain Village passed Resolution No. 2003-0610-10, which granted St. Sophia a variance that permitted the Town parking requirements for the Project be satisfied by having it (i) located in the permanent underground parking structure on Lot 161C-R, or (ii) bought out by contributing to a parking fund established pursuant to the Mountain Village Metropolitan District’s design regulations, or (iii) a combination of (i) and (ii) (“**Variance**”). The Variance also required St. Sophia to record a deed restriction on Lot 161C-R consistent with the requirements of the Variance. The Variance was recorded in the records of the San Miguel County Clerk and Recorder on July 22, 2003, at Reception No. 358841.
- E. As part of the Project, St. Sophia and its wholly owned subsidiaries entered into an agreement with the Mountain Village Metropolitan District, as predecessor in interest to Town, requiring permanent parking for the Project be satisfied consistent with the Variance (“**Parking Performance Agreement**”). The Parking Performance Agreement was recorded in the records of the San Miguel County Clerk and Recorder on February 3, 2004, at Reception No. 363808.
- F. As a requirement of the Variance and Parking Performance Agreement, St. Sophia entered into a covenant with the Mountain Village Metropolitan District and Lot 161C-R, LLC stating that “Lot 161C-R, LLC, for itself and its successors and assigns, hereby declares that the Lot 161C-R shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered and used at all times subject to the covenant set forth in this document. This covenant and the provisions of this document are intended to and shall run with the title to the Lot 161C-R and shall bind and be a charge upon (i) Lot 161C-R, (ii) Persons owning any right, title or interest in any real property within Lot 161C-R and their heirs, personal representatives, successors and assigns, (iii) St. Sophia and (iv) Lot 161C-R, LLC” (“**Parking Assurance Covenant**”). The Parking Assurance Covenant’s stated intent was to ensure that permanent parking for the Project was consistent with the Variance and Parking Performance Agreement. The Parking Assurance Covenant was recorded in the records of the San Miguel County Clerk and Recorder on February 3, 2004, at Reception No. 363809.
- G. On April 1, 2004, St. Sophia executed the Declaration for The Ridge At [Telluride \(A Planned Community\) and the Community Plat for The Ridge at Telluride \(A Planned Community\)](#), which established The Ridge At Telluride, a Colorado common interest community (“**The Ridge At Telluride**”) and The Ridge HOA and submitted certain property to ownership pursuant to the Colorado Common Interest Ownership Act, Section 38-33.3-101, C.R.S., et seq. (~~“Original Declaration”~~). The ~~Original~~<sup>initial</sup> Declaration was recorded in the records of the San Miguel County Clerk and Recorder on April 5, 2004, at Reception No. 365201-~~The Original~~ (“**Initial Declaration**”) and has been amended and supplemented pursuant to the documents recorded at Reception Nos. 383983, 385383, 398448, 403054, 409854, 413135 and 458070 (collectively, “**The Ridge HOA Declaration**”). The initial Community Plat for The Ridge At Telluride (A Planned Community) was recorded in the records of the San Miguel County Clerk and Recorder on April 5, 2004, at Reception No. 365188 and has



been amended and supplemented pursuant to the documents recorded at Reception No. 383984, 385382, 398449, 403055, 409853, 413134, 446065 and 458069 (collectively, "**Community Plat**"). The Initial Declaration includes within its submission of property certain "appurtenant easement interests," including the 2000 Parking Covenant, 2001 Parking Covenant, and Parking Assurance Covenant. ~~The Original Declaration has been subsequently amended and supplemented seven times (collectively, "**The Ridge HOA Declaration**").~~

- H. St. Sophia subsequently transferred ownership of Lot 161C-R to MR 1.81 LLC, a Delaware limited liability company ("**MR 1.81 LLC**") pursuant to Warranty Deed recorded in the records of the San Miguel County Clerk and Recorder on September 2, 2005, at Reception No. 377694.
- I. As part of the sale of Lot 161C-R, St. Sophia executed an Amendment and Termination of Lot 161C-R Access, Facilities and Parking Rights Covenant and Declaration on September 2, 2005 ("**Termination of the 2000 Parking Covenant**"). The Termination of the 2000 Parking Covenant was recorded in the records of the San Miguel County Clerk and Recorder on September 2, 2005, at Reception No. 377693.
- J. St. Sophia also executed an Amendment and Termination of Lot 161C-R Parking and Access Rights, Covenant and Declaration on September 2, 2005 ("**Termination of the 2001 Parking Covenant**"). The Termination of the 2001 Parking Covenant was recorded in the records of the San Miguel County Clerk and Recorder on September 2, 2005, at Reception No. 377692.
- K. Also on September 2, 2005, St. Sophia and MR 1.81 LLC entered into a Pre-Construction-Completion Access, Facilities and Parking Covenant, which stated that "[i]n consideration of the sale by 161C-R, LLC, a wholly-owned subsidiary of St. Sophia, of the Core Property to the Core Owner, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Core Owner, for itself and its successors and assigns, hereby declares that the Core Property shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved at all times subject to the provisions of this Covenant, unless terminated pursuant to the provisions of this Covenant" ("**2005 Parking Covenant**"). The 2005 Parking Covenant was recorded in the records of the San Miguel County Clerk and Recorder on September 2, 2005, at Reception No. 377695.
- L. Also, as part of the sale of Lot 161C-R to MR 1.81 LLC, a Deed of Trust was recorded against Lot 161C-R in the records of the San Miguel County Clerk and Recorder on September 2, 2005, at Reception No. 377697 ("**Deed of Trust**").
- M. In 2009, Janice M. Stout, as Public Trustee in and for the County of San Miguel, State of Colorado, initiated Public Trustee's Foreclosure Sale No. 2009-01 against the Deed of Trust on Lot 161C-R. As part of the Public Trustee's Foreclosure Sale No. 2009-01, Ms. Stout issued a Public Trustee's Deed for Lot 161C-R to CO Lot on December 17, 2009, which was recorded in the records of the San Miguel County Clerk and Recorder on December 17, 2009, at Reception No. 410291. Ms. Stout later issued a Confirmation Deed for Lot 161C-R to CO Lot on August 9, 2010, which was recorded in the records of the San Miguel County Clerk and Recorder on August 9, 2010, at Reception No. 413871.
- N. On February 26, 2010, St. Sophia filed suit against CO Lot, among others, in District Court, San Miguel County, Colorado, Case No. 10CV33, alleging claims for quiet title and

declaratory judgment arising from an alleged breach of the 2005 Parking Covenant (“**St. Sophia Litigation**”).

- O. After an appeal of the St. Sophia Litigation to the Colorado Court of Appeals, Case No. 2012CA1613, the Colorado Court of Appeals held that the 2005 Parking Covenant “does not run with the land, does not bind successors in interest, and does not afford [St.] Sophia any right to enter and build a parking structure on [Lot 161C-R].”
- P. After remand, the District Court in the St. Sophia Litigation ordered that final judgment be entered in favor of CO Lot and against St. Sophia on April 9, 2015 and ordered that St. Sophia’s claims were dismissed with prejudice.
- Q. St. Sophia subsequently filed the Litigation, and The Ridge HOA and Ridge Club filed a motion to intervene on July 12, 2016, which was subsequently granted by the District Court on August 18, 2016. The Ridge HOA and Ridge Club’s Complaint sought to quiet title to Lot 161C-R on the basis of the recorded documents against it, including the Variance, Parking Performance Agreement, Parking Assurance Covenant, 2005 Parking Covenant, and other recorded agreements.
- R. TMVOA executed an Assignment of Membership Interests on September 8, 2015, with the then-current owners of CO Lot and CO Ridge Lots, whereby TMVOA acquired all right, title and interests and 100% of the membership interests in CO Lot and CO Ridge Lots, which are both single-purpose entities for the purpose of holding real property.
- S. The Settlement Agreement was developed in connection with the September 22, 2017 Standstill Agreement, the November 17, 2017 Standstill Agreement, the January 25<sup>th</sup>, 2018 First Amendment to Standstill Agreement, the March 8, 2018 Second Amendment to Standstill Agreement, and the May 31, 2018 Third Amendment to Standstill Agreement entered into between CO Lot, The Ridge HOA, and The Ridge Club (collectively, the “**Standstill Agreement**”).
- T. CO Lot, The Ridge HOA, The Ridge Club, Coonskin, Ironhorse, CO Ridge Lots, Horton Trust, Life @ 10,500, Longview, See Forever, Eenhoorn, Conway, SSS Ranch, Ridge Cabin, L. Madala, M. Madala, Lot 20, Lot 16, and Town have all executed a Term Sheet in April 2018, as extended by the Extension of Term Sheet dated December 31, 2018 (“**Term Sheet**”), indicating that they will, in good faith, take all reasonable actions to carry out the terms of the Term Sheet, which sets forth the basis for this Settlement Agreement.
- U. As part of the actions to carry out the terms of the Term Sheet, The Ridge HOA, on behalf of The Ridge HOA, The Ridge Club, Coonskin, Ironhorse, CO Ridge Lots, Horton Trust, Life @ 10,500, Longview, See Forever, Eenhoorn, Conway, SSS Ranch, Ridge Cabin, L. Madala, M. Madala, Lot 20, and Lot 16, submitted an application to the Town pursuant to the Town’s Community Development Code (“**CDC**”), seeking to obtain the Town’s approval to decrease the total parking obligation required for all density and commercial square footage at the Project consistent with the terms and conditions set forth in the Term Sheet (“**Application**”).
- V. On July 19, 2018, the Town approved the Application through Resolution No. 2018-0719-14 (“**Resolution**”), permitting the parking obligations required for the Project to be satisfied in accordance with the terms and conditions set forth in the Resolution. The Resolution was subject to the execution of this Settlement Agreement on or before December 31, 2018. The Town subsequently amended the Resolution on January 17, 2019 to extend the deadline to

execute the Settlement Agreement through Resolution No 2019-0117-02 and Resolution No 2019 -\_\_\_\_ (collectively the "**Amended Resolution**"). The Resolution and Amended Resolution will be recorded by the Town in the records of the San Miguel County Clerk and Recorder contemporaneously with the recordation of the fully executed Settlement Agreement.

WW. On November 13, 2018, Coonskin submitted a Rezone and Density Transfer Application to the Town to transfer three (3) Condominium Units of density from Lot 161A-R2 and 13 Condominium Units of density from Lot 161D-2 to the Town's Density Bank. On February 21, 2019, the Town approved the Rezone and Density Transfer Application through Resolution No. 2019-221-01 recorded on March 27, 2019 at Reception No. 457816 in the records of the San Miguel County Clerk and Recorder, transferring a total of sixteen (16) Condominium Units of density from the Ridge Lots into the Town's Density Bank.

X. Coonskin and Ironhorse executed amendments to The Ridge at Telluride Declaration and Community Plat annexing 16 additional condominium units into The Ridge HOA Planned Community. Pursuant to the 8<sup>th</sup> Supplemented and Amended Planned Community Plat of The Ridge at Telluride, Phases 1, 2, 3, 4, 5, 6, 7, 8 and 9, recorded on April 2, 2019 at Reception No. 458069 and the 7<sup>th</sup> Supplement and Amended to Declaration for The Ridge at Telluride, a Planned Community, Phase 9 recorded on April 2, 2019 at Reception No. 458070 in the records of the San Miguel County Clerk and Recorder the total number of Condominium Units in The Ridge at Telluride common interest community is thirty-four (34).

Y. The Parties and St. Sophia are all involved in the Litigation, and in and through this Settlement Agreement hereby desire to resolve the aforementioned dispute between them and dismiss the Litigation with prejudice according to the terms set forth below.

XZ. Land Title Guarantee Company ("**LTGC**") has agreed to assist the Parties and St. Sophia in connection with the receipt and recordation in the records of the San Miguel County Clerk and Recorder of this Settlement Agreement and all documents required under this Settlement Agreement in accordance with the instructions set forth in **Exhibit A ("Receipt and Recording Instructions")** and to act as the escrow agent under the Reservation Agreements contemplated hereunder.

#### **AGREEMENT**

NOW THEREFORE, the Parties and St. Sophia acknowledge and agree, without admitting any fault or liability with regard to the claims and allegations in the Litigation, that the foregoing Recitals are accurate, and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, further agree as follows:

#### **1. DEEDED PARKING SPACE PURCHASE PROGRAM**

- 1.1 CO Lot must make available for purchase up to ~~52~~thirty-six (36) deeded, underground parking spaces to be constructed on the Core Property or within the Core Development (as defined in Section 3.1 below). The specific location of the ~~52~~36 deeded underground parking spaces must be within the area of the Core Development specifically depicted in the map attached as **Exhibit B**. As part of the development of the Core Development, CO Lot may engage a buyer, developer, partner and/or operator ("**Developer**") in connection with the Core Development, in

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the sole discretion and judgment of CO Lot. However, neither TMVOA nor CO Lot may enter into a joint venture, develop, transfer, or otherwise convey any interest in the Core Property unless the party or parties with whom TMVOA and/or CO Lot contract expressly assume all obligations of TMVOA and CO Lot under this Settlement Agreement in accordance with the Assignment and Assumption Agreement set forth in *Exhibit C*.

- 1.2 CO Lot must make available for purchase one deeded, underground parking space per each ~~unit of the 34~~ "Condominium ~~Unit~~Units" of zoned density within The Ridge At Telluride, as defined under the CDC, owned ~~or allocated to by~~ the following individuals and entities:
- 1.2.1 Owners of ~~zoned the 34~~ Condominium Units annexed into The Ridge At Telluride as of ~~December 31, 2017~~ the Effective Date (collectively, "Ridge Units" and individually, "Ridge Unit"), ~~which as of the Effective Date~~) are as follows:
- 1.2.1.1 Unit 1, owned as of the Effective Date by Coonskin;
  - 1.2.1.2 Unit 3, owned as of the Effective Date by CO Ridge Lots;
  - 1.2.1.3 Unit 4, owned as of the Effective Date by Coonskin;
  - 1.2.1.4 Unit 5, owned as of the Effective Date by Coonskin;
  - 1.2.1.5 Unit 6, owned as of the Effective Date by Coonskin;
  - 1.2.1.6 Unit 7, owned as of the Effective Date by Coonskin;
  - 1.2.1.7 Unit 8, owned as of the Effective Date by Coonskin;
  - 1.2.1.8 Unit 9, owned as of the Effective Date by Coonskin;
  - 1.2.1.9 Unit 10, owned as of the Effective Date by Coonskin;
  - 1.2.1.10 Unit 11, owned as of the Effective Date by CO Ridge Lots;
  - 1.2.1.11 Unit 12, owned as of the Effective Date by Horton Trust;
  - 1.2.1.12 Unit 13, owned as of the Effective Date by Coonskin;
  - 1.2.1.13 Unit 14, owned as of the Effective Date by Coonskin;
  - 1.2.1.14 Unit 15, owned as of the Effective Date by Life @ 10,500;
  - 1.2.1.15 Unit 16, owned as of the Effective Date by Lot 16;
  - 1.2.1.16 Unit 17, owned as of the Effective Date by Longview;
  - 1.2.1.17 Unit 18, owned as of the Effective Date by See Forever;
  - 1.2.1.18 Unit 19, owned as of the Effective Date by Coonskin;
  - 1.2.1.19 Unit 20, owned as of the Effective Date by Lot 20;
  - 1.2.1.20 Unit 21, owned as of the Effective Date by Eenhoorn;
  - 1.2.1.21 Unit 22, owned as of the Effective Date by Conway;
  - 1.2.1.22 Unit 23, owned as of the Effective Date by L. Madala and M. Madala as joint tenants;
  - 1.2.1.23 Unit 25, owned as of the Effective Date by Michael Blevins Living Trust dated June 9, 2010;
  - 1.2.1.24 Unit C1, owned as of the Effective Date by Ironhorse;
  - 1.2.1.25 Unit C2, owned as of the Effective Date by Ironhorse;
  - 1.2.1.26 Unit C3, owned as of the Effective Date by SSS Ranch;
  - 1.2.1.27 Unit C4, owned as of the Effective Date by Ridge Cabin-;
  - 1.2.1.28 Unit C5, owned as of the Effective Date by Ironhorse;
  - 1.2.1.29 Unit C6, owned as of the Effective Date by Ironhorse;
  - 1.2.1.30 Unit C7, owned as of the Effective Date by Ironhorse;
  - 1.2.1.31 Unit C8, owned as of the Effective Date by Ironhorse;
  - 1.2.1.32 Unit C9, owned as of the Effective Date by Ironhorse;
  - 1.2.1.33 Unit C10, owned as of the Effective Date by Ironhorse;
  - 1.2.1.34 Unit C11, owned as of the Effective Date by Ironhorse;



(collectively, "**Ridge Unit Owners**").

- ~~1.2.2~~ Owners of thirty two (32) Condominium Units of zoned density allocated to the Project as of December 31, 2017 that have not been annexed into The Ridge At Telluride, which as of the Effective Date are as follows:
  - ~~1.2.2.1~~ Coonskin, as the owner of nineteen (19) unplatted Condominium Units allocated to Lot 161D-2 and Lot 161A-R2, which lots are owned by Coonskin and four (4) unplatted Condominium Units allocated to Lot 161A-4 (collectively, "**Coonskin Unplatted Density**"); and
  - ~~1.2.2.2~~ Ironhorse, as the owner of nine (9) unplatted Condominium Units, which are allocated to Lot 161A-R3 ("**Ironhorse Unplatted Density**");
  - ~~1.2.2.3~~ The Coonskin Unplatted Density and the Ironhorse Unplatted Density shall be referred to herein collectively, as "**Unplatted Density**" and the owners of the Unplatted Density shall be referred to herein collectively as "**Unplatted Density Owners**";
- ~~1.2.3~~1.2.2 The owner of Unit 2 and Unit 7, located in the Lot 161A-R1 Building common interest community, which is a common interest community separate and distinct from The Ridge At Telluride and which are individually zoned as lodge, lodge efficiency (Unit 2) and commercial (Unit 7). As of the Effective Date, Coonskin is the owner of both Unit 2 and Unit 7, Lot 161A-R1 Building ("**Units 2 & 7 Owner**"); and
- 1.2.4 The Ridge Unit Owners, ~~Unplatted Density Owners~~, and Units 2 & 7 Owner, their assignees and successors in title and The Ridge HOA, as set forth in Section 1.3.5 may be referred to herein collectively as "**Owners**" and individually as "**Owner**".
- 1.2.5 CO Lot is not required to provide any parking spaces or facilities or services (including the Common Facility or Separate Facility) in the Core Development for purchase or use by the owners of Units 3, 4, 5, and 6 in the Lot 161A-R1 Building common interest community. As of the Effective Date, The Ridge Club is the fee title owner of Units 3, 5, and 6, Lot 161A-1R Building. As of the Effective Date, The Ridge HOA is the fee title owner of Unit 4, Lot 161A-1R Building.
- 1.2.6 CO Lot is only required to make available for purchase one (1) parking space for each of Units 2 and 7, Lot 161A-1R Building.
- 1.2.7 CO Lot is not required to provide any parking spaces or other facilities or services on or within the Core Development (including the Common Facility or the Separate Facility) for any space currently zoned as "commercial" or which may be zoned or rezoned in the future as "commercial" within the Project or for a parcel within the Project that is zoned or designated as "Open Space", except for the 1,700 square foot commercial space located within Unit 7, Lot 161A-1R Building.
- 1.3 **Allocation of Individual Parking Spaces.** The ~~fifty two (52)~~thirty (36) deeded, underground parking spaces will be available and allocated to the Owners as follows:
  - 1.3.1 Ridge Unit Owners are eligible to purchase one underground parking space for each Ridge Unit (totaling ~~eighteen (18)~~thirty-four (34) parking spaces); and
  - ~~1.3.2~~ Unplatted Density Owners are eligible to purchase one underground parking space for each "Condominium Unit" of unplatted density currently zoned and allocated to the Unplatted Density Owners (totaling thirty two (32) parking spaces) provided that the Unplatted Density has been annexed into The Ridge At Telluride by the Election Deadline, as defined by Section 1.7.1; and

- ~~1.3.3~~ 1.3.2 Units 2 & 7 Owner(s) are eligible to purchase one (1) underground parking space for each of Units 2 and 7 (a total of two (2) parking spaces). As of the Effective Date, the Town's parking requirement for Units 2 & 7 is for two (2) parking spaces for each of Units 2 & 7.
- 1.3.4 The Owners are only entitled to purchase one parking space per ~~Condominium~~Ridge Unit and one parking space per each of Unit 2 and Unit 7, except as provided for under Section 1.3.5 and 1.3.6. Each parking space will be conveyed subject to a deed restriction to be contained in each Parking Space Deed in the form attached hereto as ~~Exhibit KJ~~.
- 1.3.5 If a Ridge Unit Owner ~~or an Unplatted Density Owner~~ ~~eligible to purchase parking spaces pursuant to Sections 1.3.1 and 1.3.2~~ does not elect to purchase a deeded underground parking space within the Core Development pursuant to the procedures set forth in Sections 1.5, 1.6 and 1.7 ("**Non-Purchasing Owner**"), The Ridge HOA may purchase the parking space on behalf of and appurtenant to the Non-Purchasing Owner's Unit within The Ridge At Telluride pursuant to the terms of Sections 1.5, 1.6 and 1.7 ("**HOA Purchased Parking Space**").
- 1.3.5.1 An HOA Purchased Parking Space will only be used by The Ridge HOA for HOA-related purposes and HOA Purchased Parking Spaces may not be conveyed, leased, assigned or transferred except to the Non-Purchasing Owner. The Parking Space Deed for any HOA Purchased Parking Spaces shall include the provisions of Section 1.3.5.1 and 1.3.5.2.
- 1.3.5.2 If a Non-Purchasing Owner delivers a written notice to The Ridge HOA to purchase an HOA Purchased Parking Space that is appurtenant to the Non-Purchasing Owner's Unit within The Ridge At Telluride, The Ridge HOA must deed the Non-Purchasing Owner the parking space upon reimbursement to The Ridge HOA of the purchase price, along with interest thereon equal to The Ridge HOA's then-current past-due assessment collection policy rate.
- 1.3.5.3 The Ridge HOA will have an additional five (5) business days after receipt of the notices from CO Lot under Section 1.7.5 identifying Non-Purchasing Owners, in accordance with Section 1.7, to inform CO Lot of its election to purchase an HOA Purchased Parking Space and execute and deliver to LTGC a Reservation Agreement in accordance with the form set forth in ~~Exhibit HG~~ and present to LTGC the sum of \$60,000 per parking space to be held in escrow in accordance with Sections 1.5, 1.6 and 1.7.
- 1.3.6 Notwithstanding anything to the contrary set forth herein, the Unit 2 & 7 Owner may use the parking spaces reserved and purchased for either Unit 2 or Unit 7 (a total of two (2) parking spaces) to satisfy the Town's parking requirements for *either* Unit 2 or Unit 7. The parking spaces used to satisfy the Town's parking requirements shall be deed restricted to the ownership of the specific Unit to which the parking spaces are specifically allocated. For example, the Unit 2 & 7 Owner may use the two parking spaces available for purchase under this Settlement Agreement to satisfy the Town's parking requirement to provide two parking spaces for Unit 2. In which case, the Unit 2 & 7 Owner shall be required to satisfy the Town's parking requirement of two parking spaces for Unit 7 in accordance with the Town's parking requirements which is either a parking payment in lieu at the then established Town rate or payment and satisfaction of the Replacement Promissory Notes or a portion thereof as set forth in section 4.2 herein.
- ~~1.3.7~~ If any Unplatted Density has ~~not~~ been annexed into The Ridge HOA by the 11:59 p.m. on the Election Deadline ("**Ineligible Density**"), CO Lot, TMVOA

~~and Developer shall be released from any requirements or obligations to provide any parking, services or facilities on the Core Property or Core Development for use by or in connection with the Ineligible Density. The Town's parking requirements related to any Ineligible Density shall be satisfied by the owners of the Ineligible Density at their sole cost and expense. The Notice of Ineligible Density provided by The Ridge HOA pursuant to Section 1.7.1 shall serve as final and binding determination of the Ineligible Density (if any) and shall be recorded in the records of San Miguel County Clerk and Recorder and shall serve as notification to all subsequent purchasers of the Ineligible Density, any portion of the Project or the Core Property that CO Lot, TMVOA, Developer and the Core Property and/or Core Development is fully released from any requirements or obligations under this Settlement Agreement or otherwise to provide any parking, services or facilities on the Core Property or Core Development for the Ineligible Density.~~

- 1.4 **Reservation Agreement.** If an Owner elects to purchase a deeded, underground parking space within the Core Development, the Owner must execute a reservation agreement in one of the forms set forth in Sections 1.7.2 or 1.7.3 (“**Reservation Agreement**”), and present to LTGC, as escrow agent, the sum of \$60,000 per parking space to be held in escrow by LTGC (“**Escrowed Funds**”) pursuant to the terms and conditions of the applicable escrow provisions set forth in the Reservation Agreement.
- 1.4.1 A Memorandum of Agreement for each Reservation Agreement in accordance with the form set forth in *Exhibit D* will be executed by CO Lot and the Owner and shall be delivered to and recorded by LTGC in the public records of the Clerk and Recorder of San Miguel County against the Core Property in connection with each Reservation Agreement. A copy of each recorded Memorandum of Agreement shall be delivered to the Town by LTGC within five (5) days following the date of recording.
- 1.4.2 Upon LTGC’s receipt of the executed Reservation Agreement, including the Memorandum of Agreement, from an Owner and confirmation from LTGC of the receipt and deposit of Escrowed Funds from an Owner, the Owner is guaranteed the following:
- 1.4.2.1 The purchase of one (1) deeded, underground parking space for each Unit ~~or Unplatted Density~~ included in the Reservation Agreement at the purchase price set forth in Section 1.5 or 1.6, as applicable.
- 1.4.2.2 A permit issued by CO Lot allowing the Owner to park one vehicle on the Core Property for each underground parking space reserved by the Owner under an executed Reservation Agreement in accordance with the provisions of Temporary Pre-Construction Parking set forth in Section 2 below. Provided, however, that the total number of temporary surface parking spaces that CO Lot must provide pursuant to this Section 1.4.2.2 and Section 2 is capped at twenty (20) parking spaces and will be available on a first-come, first-served basis based upon the date of receipt by LTGC of an executed Reservation Agreement and Escrowed Funds from an Owner.
- 1.5 **Reservation Before or On Early Reservation Deadline.** For purposes of this Settlement Agreement, the “**Early Reservation Deadline**” means the date that is sixty (60) days following the date of recordation of this Settlement Agreement. ~~Only the Ridge Unit Owners and the Unit 2 & 7 Owner(s).~~The Owners are entitled to purchase deeded, underground parking spaces on or before the Early Reservation

Deadline for a purchase price equal to the lesser of \$60,000 or the Actual Construction Cost, as defined in Section 1.8, of an underground parking space within the Core Development. ~~No more than twenty (20) underground parking spaces may be reserved on or before the Early Reservation Deadline.~~

- 1.6 **Reservation After Early Reservation Deadline.** After the Early Reservation Deadline, the balance of the ~~fifty two (52) thirty-six (36)~~ parking spaces not purchased by the Early Reservation Deadline may be purchased by Owners for an amount equal to the Actual Construction Cost, as defined in Section 1.8, of an underground parking space within the Core Development. ~~Unplatted Density Owners will only be eligible to purchase parking spaces if the Unplatted Density has been annexed into The Ridge At Telluride on or before the Election Deadline, as defined and calculated under Section 1.7.1.~~
- 1.7 **Election Deadlines and Procedures.** Either CO Lot or Developer must provide written notice to the Owners, ~~the Units 2 and 7 Owners,~~ and The Ridge HOA no fewer than ninety (90) days before conducting any pre-submittal meeting required by the Town's CDC as part of a development application process for the Core Property (the "**Pre-Submittal Notice**"). The Parties acknowledge that the timing of the Election Deadline is scheduled to allow the Developer sufficient time to develop plans for the Core Development, which incorporate the required number of Deeded Parking Spaces reserved under executed Reservation Agreements, for submittal to the Town in connection with a development application for the Core Development under the Town's CDC ("**Core Development Application**")
- 1.7.1 An election to purchase a deeded, underground parking space by an Owner pursuant to Section 1.6 must be made by no later than the date that is sixty (60) days after the date of the Pre-Submittal Notice (the "**Election Deadline**"). The Pre-Submittal Notice shall include the specific date of the Election Deadline as defined and calculated herein and the Election Deadline must not be sooner than sixty (60) days from the date of the Pre-Submittal Notice. ~~By no later than five (5) days following the expiration of the Election Deadline, The Ridge HOA shall provide written notice to the Town, CO Lot, Developer, LTGC and the applicable Unplatted Density Owners identifying any Unplatted Density that has not been annexed into The Ridge HOA by the recordation of required amendments to The Ridge HOA Declaration as of the expiration of the Election Deadline ("**Notice of Ineligible Density**") in accordance with the form set forth in **Exhibit E**. The Town, CO Lot and Developer (if applicable) shall execute the acknowledgment set forth in the Notice of Ineligible Density and deliver their respective signatures to LTGC within five (5) business days after receipt of the Notice of Ineligible Density from The Ridge HOA. LTGC shall record the Notice of Ineligible Density in the records of the San Miguel County Clerk and Recorder by no later than five (5) business days after receipt by LTGC.~~
- 1.7.2 An Owner exercises the right to reserve a parking space on or before the Early Reservation Deadline, by executing and delivering to LTGC a Reservation Agreement in the form attached hereto as **Exhibit FE** and presenting \$60,000 to LTGC for deposit into escrow in accordance with Section 1.4 on or before the Early Reservation Deadline.
- 1.7.3 An Owner exercises the right to reserve a parking space *after* the Early Reservation Deadline and *on or before* the Election Deadline by executing and delivering to LTGC a Reservation Agreement in the form attached hereto as

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[Exhibit GF](#) and presenting \$60,000 to LTGC for deposit into escrow in accordance with Section 1.4 *on or before* the Election Deadline.

1.7.4

The Parties agree that if an Owner has not both executed a Reservation Agreement and presented \$60,000 to LTGC for deposit into escrow on or before the Election Deadline, the Non-Purchasing Owner shall be deemed to have waived and released any and all rights to purchase an underground parking space within the Core Development and to obtain, use or receive any Loading Facility/Services within the Core Development under this Settlement Agreement, except as otherwise set forth in Sections 1.3.5.1 and 1.3.5.2 for an HOA Purchased Parking Space.

1.7.5

Either CO Lot or the Developer must send written notices to The Ridge HOA, the Town and the Non-Purchasing Owners by both certified mail, return receipt requested and email no later than three (3) business days following the expiration of both (1) the Early Reservation Deadline, and then (2) the Election Deadline setting forth a list of the Non-Purchasing Owners who did not execute a Reservation Agreement by the Early Reservation Deadline and the Election Deadline. The Ridge HOA will then have five (5) business days from the receipt of such notice to elect to purchase any underground parking spaces on the same terms as any Owner, by delivering an executed Reservation Agreement in the form attached hereto in [Exhibit HG](#) and presenting \$60,000 to LTGC for deposit into escrow. By no later than fifteen (15) days following the Election Deadline, The Ridge HOA shall deliver a written certification to CO Lot, Developer, Town, LTGC and each Non-Purchasing Owner in accordance with the form set forth in [Exhibit IH](#), identifying each Non-Purchasing Owner, the legal description of the Non-Purchasing Owner's unit within the Project and whether The Ridge HOA executed a Reservation Agreement in lieu of the Non-Purchasing Owner ("**Certification of Non-Purchasing Owners**"). A Non-Purchasing Owner shall have five (5) business days after the date the Certification of Non-Purchasing Owners is sent by The Ridge HOA to object by delivering a copy of a fully executed Reservation Agreement which was received by LTGC *on or before the Election Deadline* to The Ridge HOA, in which case the Certification of Non-Purchasing Owners shall be updated by The Ridge HOA- [and delivered to the Town, CO Lot and Developer](#). Town, CO Lot and Developer (if applicable) shall execute the acknowledgement set forth in the [final](#) Certification of Non-Purchasing Owners within ten (10) business days after receipt and shall deliver their respective signature pages to LTGC no later than five (5) business days after receipt of the [final](#) Certification of Non-Purchasing Owners. LTGC shall record the fully executed Certification of Non-Purchasing Owners in the records of the San Miguel County Clerk and Recorder by no later than five (5) business days after receipt by LTGC. The Non-Purchasing Owner and the Non-Purchasing Owner's ~~unit~~Unit within the Project shall be bound by the Certification of Non-Purchasing Owners recorded in the records of the San Miguel County Clerk and Recorder [and Section 1.7.4 and](#) without the requirement of any further notice or documentation by a Non-Purchasing Owner. Thereafter, a Non-Purchasing Owner, [as identified in the Certification of Non-Purchasing Owners](#), shall be required to comply with the Town's CDC, including any payment-in-lieu-of parking fee, in order to obtain a building permit for the Non-Purchasing Owner's unit- [and shall be bound by the provisions of Section 1.7.4. The Parties agree that the recorded Certification of Non-Purchasing Owners shall be the sole document required to determine the Non-Purchasing Owners and shall be fully binding upon all Parties.](#)

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- 1.7.6 In addition to any parking required for the Core Development, CO Lot and/or the Developer will construct underground parking spaces within the Core Development equal to the sum of the parking spaces:
- 1.7.6.1 Reserved under the Reservation Agreements executed by the Owners on or before the Election Deadline; and
  - 1.7.6.2 Reserved by The Ridge HOA in accordance with Section 1.3.5 (collectively, the “**Deeded Parking Spaces**” or individually, a “**Deeded Parking Space**”).
- 1.7.7 **Termination of Reservation Agreement.** A Reservation Agreement may be terminated (“**Terminated Reservation Agreement**”) by an Owner for any reason, solely at the election of the Owner, by delivering a written notice of termination to CO Lot, The Ridge HOA, Town and LTGC on or before ten (10) days following the Services Negotiation Deadline (“**Termination Deadline**”) in accordance with the “**Notice of Termination**” form set forth in *Exhibit H*. In the event of termination of a Reservation Agreement, the Escrowed Funds associated with the Terminated Reservation Agreement will be released from escrow and refunded to the Owner, without interest pursuant to Reservation Agreement, subject to Section 1.7.7.2 below, within five (5) business days after receipt by LTGC of a fully executed Notice of Termination executed by the Owner, Town and The Ridge HOA. Any accrued interest that is not required to be released to the Town shall be released to CO Lot and/or Developer. LTGC shall record the Notice of Termination in the records of the San Miguel County Clerk and Recorder. Upon the recordation of the Notice of Termination, CO Lot, TMVOA and Developer shall be released from any and all obligations to provide parking or any services or facilities within the Core Development for the unit that was the subject of the Terminated Reservation Agreement, *except* as otherwise set forth in Section 1.3.5.2 for an HOA Purchased Parking Space.
- 1.7.7.1 Except for the termination of a Reservation Agreement as a result of the transfer of density from the Project to the Town’s Density Bank or another lot other than The Ridge Lots, if an Owner terminates a Reservation Agreement in accordance with Section 1.7.7, CO Lot or Developer shall, within three (3) business days, send written notice to The Ridge HOA by both certified mail, return receipt requested and email setting forth the name and unit of the terminating Owner. The Ridge HOA shall have five (5) business days from receipt of such notice to notify CO Lot and Developer of its election to purchase the parking space in accordance with and subject to Section 1.3.5. The Ridge HOA shall be entitled to purchase on the same terms as the terminating Owner and shall be subject to the same restrictions as the terminating Owner related to the transfer of density of the terminating Owner’s unit or density off the Project or rezoning of the terminating Owner’s unit or density.
  - 1.7.7.2 In the event a Terminated Reservation Agreement was used as the basis for an Owner to obtain a building permit from the Town as set forth in Section 4.6, the Escrowed Funds associated with the Terminated Reservation Agreement, plus any accrued interest will be released to the Town as set forth in the Addendum to the Reservation Agreement required under Section 4.6, within five (5) business days after receipt by LTGC of a Notice of Termination executed by the Owner, Town and The Ridge HOA.
  - 1.7.7.3 The Escrowed Funds plus accrued interest released to the Town pursuant to Section 1.7.7.2 will be used to satisfy the Town’s parking payment-in-lieu

- requirements for the ~~unit~~Unit associated with the Terminated Reservation Agreement effective on the date of termination.
- 1.7.7.4 In the event the Escrowed Funds released to the Town in Section 1.7.7.2 are greater than the Town's parking payment-in-lieu requirements for the unit associated with the Terminated Reservation Agreement, the Town must return such excess Escrowed Funds to the Owner along with any accrued interest.
- 1.7.7.5 In the event the Escrowed Funds plus accrued interest released to the Town pursuant to Section 1.7.7.2 are insufficient to satisfy the Town's parking payment-in-lieu requirements for the unit associated with the Terminated Reservation Agreement, the Owner must pay the difference thereof. The failure to pay such difference within sixty (60) days following a written demand from Town will constitute a violation of the CDC, as amended from time to time, which carries fines, penalties and fees for each continuing day of such violations. The Town may also revoke any active building permit and/or certificate of occupancy issued by the Town for the unit associated with the Terminated Reservation Agreement.
- 1.7.8 **Assignment of Reservation Agreement.** An Owner may only assign a Reservation Agreement to the Owner's successor-in-interest to title to the Owner's ~~unit~~Unit within the Project that is the subject of the Reservation Agreement.
- 1.7.9 **Interest on Escrowed Funds.** Interest accruing on the Escrowed Funds under the Reservation Agreements shall be credited to the Owner in connection with the closing and delivery of a Parking Space Deed, except in the event that the Actual Construction Costs of a Deeded Parking Space are in excess of \$60,000, in which case the accrued interest necessary to satisfy the Actual Costs of Construction shall be released to CO Lot or Developer under Reservation Agreements executed by the Early Reservation Deadline. Any interest in excess of the amount of Escrowed Funds and interest needed to satisfy the Actual Costs of Construction will be returned to the Owner who deposited the funds. Accrued interest on the Escrowed Funds shall be paid to the Town in the event that a Reservation Agreement was used as a basis for the issuance of a building permit from the Town and the Reservation Agreement was terminated or the Owner failed to close on the purchase of a Deeded Parking Space under the Reservation Agreement in accordance with Sections 1.7.7.2 through 1.7.7.5.
- 1.8 **Actual Costs of Construction:** Upon completion of the underground parking within the Core Development, CO Lot or Developer shall submit to The Ridge HOA a detailed accounting and written report ("**Final Accounting**") setting forth the total costs of construction of the underground parking at no profit to CO Lot, the Developer, or any Developer-related entities, per underground parking space in accordance with the commonly-accepted methods of construction cost calculation ("**Actual Construction Costs**"). If a Separate Facility is constructed, the Final Accounting shall also include a separate accounting and report of the total costs of construction of the Separate Facility at no profit to CO Lot, the Developer, or any Developer-related entities ("**Separate Facility Actual Construction Costs**").
- 1.8.1 **Obligation to use diligent and commercially reasonable efforts to estimate, track, and document Actual Construction Costs:** The Parties understand that the construction of the Deeded Parking Spaces and Separate Facility (if applicable) is highly likely to occur in connection with construction of a larger construction project and/or other construction projects and construction activities

within the Core Development. Accordingly, CO Lot and/or Developer must use diligent and commercially reasonable efforts during the design and construction contracting process to incorporate reasonable provisions and/or procedures into its construction contracts and process to track Actual Construction Costs of the Deeded Parking Spaces and the Separate Facility Actual Construction Costs (if applicable).

- 1.8.1.1 Within 30 days of The Ridge HOA's receipt of the Final Accounting, The Ridge HOA shall provide written notice to CO Lot or Developer stating that The Ridge HOA either accepts the Final Accounting or disputes the Final Accounting (or portion thereof) and elects to perform an audit of the Actual Construction Costs of the Deeded Parking Spaces and/or the Separate Facility Actual Construction costs ("**Audit Notice**").
- 1.8.1.2 If The Ridge HOA elects to conduct an audit of the Actual Construction Costs of the Deeded Parking Spaces and/or the Separate Facility Actual Construction Costs (if applicable), the audit shall be completed and a written report prepared by The Ridge HOA's auditors ("**Audit Report**") shall be delivered to CO Lot or Developer by no later than ninety (90) days after the date of the Audit Notice.
- 1.8.1.3 If The Ridge HOA's Audit Report concludes that the Actual Construction Costs for the Deeded Parking Spaces or the Separate Facility Actual Construction Costs, as substantiated by the Final Accounting, is less than claimed by CO Lot or the Developer, The Ridge HOA and Developer shall have thirty (30) days after the date of delivery of the Audit Report to CO Lot or Developer to resolve the dispute ("**Resolution Period**"). In the event The Ridge HOA and Developer do not resolve the dispute within the Resolution Period, they shall follow the Dispute Resolution procedures set forth in Section 1.8.5. The Town shall not be a necessary party nor a required party to any Dispute Resolution between the Ridge HOA, CO Lot or the Developer regarding Actual Construction Costs nor shall any Dispute Resolution regarding Actual Construction Costs result in any release of any duty owed or right granted by any Party to the Town pursuant to this Settlement Agreement. Should any of the provisions in Section 1.8 be found unenforceable, they shall be considered severable from this Settlement Agreement and shall not affect any other rights or obligations of the Parties hereunder.
- 1.8.2 **The Ridge HOA's Right to Review Records**. The Developer's records, which shall include but not be limited to accounting records, subcontract files, original estimates, estimating worksheets, change order files (including documentation covering negotiated settlements), draw requests and applications, and any other supporting evidence deemed reasonably necessary by The Ridge HOA or an auditor to substantiate the Developer's determination of the Actual Construction Costs of the Deeded Parking Spaces and the Separate Facility Actual Construction Costs (if applicable) will be open to inspection and subject to audit and/or reproduction, during normal working hours, by The Ridge HOA and their agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of the Developer's determination of the Actual Construction Costs of the Deed Parking Spaces and/or the Separate Facility Actual Construction Costs with at least five (5) days' advance written notice. The costs of reproduction of the records shall be borne by the Party requesting the reproduction of the records.



- 1.8.3 **Reservation Agreement executed on or before the Early Reservation Deadline.** If the Actual Construction Costs for the Deeded Parking Spaces are less than \$60,000 per underground parking space, any Owner who executed a Reservation Agreement on or before the Early Election Deadline will be refunded the amount that is the difference between the Escrowed Funds associated with the Reservation Agreement and the Actual Construction Costs of the Deeded Parking Space. If the Actual Construction Costs are greater than \$60,000 per Deeded Parking Space, such Owner will not be required to pay more than \$60,000 per parking space.
- 1.8.4 **Reservation Agreement executed after the Early Reservation Deadline.** If the Actual Construction Costs for the Deeded Parking Spaces are greater than \$60,000 per underground parking space, those Owners executing a Reservation Agreement dated after the Early Reservation Deadline will pay the total amount of the Actual Construction Costs of the underground parking space. [\(subject to Section 1.10.8\)](#). If the Actual Construction Costs for a Deeded Parking Space are less than \$60,000 per underground parking space, these Owners will be entitled to a refund in the amount that is the difference between the Escrowed Funds associated with the Reservation Agreement and the Actual Construction Costs of the Deeded Parking Space.
- 1.8.5 **Resolution of Dispute Over Actual Construction Costs.** In the event the Developer and The Ridge HOA are unable to resolve the dispute over the calculation of the Actual Construction Costs of the Deeded Parking Spaces and/or the Separate Facility Actual Construction Costs (if applicable), within ten (10) days after expiration of the Resolution Period, the Developer and The Ridge HOA shall each nominate a construction professional that: (1) has no ownership interest in the Core Development; (2) is not a member of The Ridge HOA; and (3) has not been employed or received any remuneration from either party within the prior three (3) years ("**Neutral Construction Professional**"). The Neutral Construction Professionals shall then nominate a third construction professional experienced in projects similar to the underground parking project within the Core Development ("**Independent Construction Professional**"). The Independent Construction Professional shall prepare an independent calculation of the Actual Construction Costs of the Deeded Parking Spaces and the Separate Facility Actual Construction Costs (if applicable), taking into consideration: (1) the Final Accounting; (2) the Audit Report; (3) supporting documentation provided by either the Developer or The Ridge HOA; (4) any records made available by the Developer at the Independent Construction Professional's request; and (5) the Independent Construction Professional's knowledge, experience, and education. The Independent Construction Professional's decision as to the Actual Construction Costs of the Deeded Parking Spaces and/or the Separate Facility Actual Construction Costs shall be final and binding upon the Parties. The Ridge HOA and the Developer shall share equally in the fees and costs charged by the Independent Construction Professional. The Town shall not be a necessary party nor a required party to any dispute resolution between The Ridge HOA and Developer regarding any issue arising under this Section 1.8.5 or the Actual Construction Costs of the Deeded Parking Space. Further, in no event shall any dispute regarding any issue arising under this Section 1.8.5 or the Actual Construction Costs, result in any release of any duty owed by any Party to the Town pursuant to this Settlement Agreement.
- 1.8.6 **Timing.** The Actual Construction Costs calculation process set forth in this Section 1.8 shall commence no later than thirty (30) days following the date of

“Substantial Completion” of the construction of the underground parking garage for the Core Development. For purposes of this Agreement, “Substantial Completion” of the underground parking garage for the Core Development shall be deemed to be the date that the Town of Mountain Village issues an inspection report to the Developer and The Ridge HOA certifying that all work required for the underground parking garage as set forth in the construction plans approved by the Town in connection with the building permit issued for the Core Development has been completed (“**Inspection Report**”). The Parties intend that date of “Substantial Completion” of the underground parking garage will occur prior to the issuance of a certificate of occupancy allowing the use and occupancy of the underground parking garage. The Parties acknowledge and agree that the issuance of the Inspection Report shall not be construed as an approval or authorization to use the parking spaces constructed within the underground parking garage for any purpose other than construction staging for the Core Development until such time as a certificate of occupancy is issued by the Town.

1.9 **Transfer of Title to Parking Space.** The closing on the purchase of the Deeded Parking Spaces by the Owners and delivery of a deed for each Deeded Parking Space reserved under a Reservation Agreement in the form attached hereto as **Exhibit KJ** (“**Parking Space Deed**”) shall occur no later than thirty (30) days following the *last to occur of*: (i) receipt of a certificate of occupancy or equivalent document from the Town for the underground parking located within the Core Development, (ii) recordation of the Core Development HOA common interest community documents developed pursuant to Section 1.11.10, (iii) calculation of the Actual Construction Costs for the Deeded Parking Spaces, and (iv) the satisfaction of the conditions in Section 1.9.1.

1.9.1 **Conditions for Delivery of Deeded Parking Space Deed.** The following conditions, if applicable, must be satisfied prior to or in connection with the closing on the purchase of a Deeded Parking Space and delivery of a Parking Space Deed for each individual Deeded Parking Space reserved under a Reservation Agreement:

1.9.1.1 Owners who executed a Reservation Agreement dated *after* the Early Election Deadline must pay the difference between the Escrowed Funds associated with their Reservation Agreement and the Actual Construction Costs of the Deeded Parking Space;

1.9.1.2 Each Owner will execute a right of purchase as set forth in the form of attached hereto as **Exhibit LK** (“**Right of Purchase**”). The Right of Purchase shall have a term of 25 years from the date of recordation of the Parking Space Deed and shall provide that the Deeded Parking Space is subject to the required sale by the Owner for purchase by either the Developer or The Ridge HOA. The Right of Purchase shall be triggered by either of the following events: (i) the Town and The Ridge HOA allow an Owner to transfer ownership of the Deeded Parking Space separate and apart from the title to the ~~unit~~Unit to which the Deeded Parking Space is restricted, or (ii) ~~density or a~~ ~~unit~~Unit that is restricted to the Deeded Parking Space is transferred off of the Project to either the Town’s Density Bank or a lot other than The Ridge Lots. The Developer shall have the first Right of Purchase of the Deeded Parking Space from the Owner. If the

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Developer elects not to purchase the Deeded Parking Space, The Ridge HOA shall have the Right of Purchase of the Deeded Parking Space from the Owner. If The Ridge HOA elects not to purchase the Deeded Parking Space, the Owner shall be entitled to retain ownership of the Deeded Parking Space separate and apart from ownership of the Owner's unit and/or sell the Deeded Parking Space to a third party. The purchase price for either the Developer or The Ridge HOA under the Right of Purchase will be set at and restricted to the actual purchase price paid by the Owner for the Deeded Parking Space as set forth in the Parking Space Deed.

- 1.9.1.3 **Parking Space Satisfaction and Release.** The delivery of a Parking Space Deed to an Owner shall be conditioned upon the contemporaneous execution and delivery to LTGC by the Owner and the Town of a "**Parking Space Satisfaction and Release**" in accordance with the form set forth in *Exhibit ML*, confirming that the terms and conditions of this Settlement Agreement with regard to the construction and delivery of the Deeded Parking Space to the Owner *and the Owner's Unit* have been fully completed and satisfied.
- 1.9.2 **Release of Escrowed Funds.** In connection with the closing and delivery of the Parking Space Deed, the Escrowed Funds associated with the Reservation Agreement will be released from escrow pursuant to the Reservation Agreement and under the following conditions:
- 1.9.2.1 **Actual Construction Costs Less than \$60,000.** If the Actual Construction Costs of the Deeded Parking Space are *less* than the \$60,000 Escrowed Funds associated with the Reservation Agreement, an amount equal to the Actual Construction Costs of the Deeded Parking Space plus all accrued interest on the Escrowed Funds will be released from escrow to CO Lot or its designee and applied to the purchase price for the Deeded Parking Space, with the remainder to be released to Owner.
- 1.9.2.2 **Actual Construction Costs Greater Than \$60,000 for Reservation Agreements executed by the Early Reservation Deadline.** If the Actual Construction Costs of the Deeded Parking Space are equal to or greater than the \$60,000 Escrowed Funds associated with the Reservation Agreement executed on or before the Early Reservation Deadline, the Escrowed Funds plus all accrued interest on the Escrowed Funds will be released from escrow to CO Lot or its designee, with the Escrowed Funds being equal to the \$60,000 purchase price for the Deeded Parking Space and the accrued interest being credited to CO Lot or its designee.
- 1.9.2.3 **Actual Construction Costs Greater Than \$60,000 for Reservation Agreements Executed After the Early Reservation Deadline.** If the Actual Construction Costs of the Deeded Parking Space are equal to or greater than the \$60,000 Escrowed Funds associated with the Reservation Agreement executed after the Early Reservation Deadline but on or before the Election Deadline, the Escrowed Funds plus all accrued interest on the Escrowed Funds will be released from escrow to CO Lot or its designee and credited in full to the purchase price for the Deeded Parking Space which shall be equal to the Actual Construction Costs for a Deeded Parking Space. Subject to Section 1.10.8 regarding the Cost Not to Exceed, the Owner shall pay the difference between the Actual Construction Costs and the Escrowed Funds, plus accrued interest to CO Lot or its designee as a condition precedent to the delivery of the Parking Space Deed.

1.10 **Receiving/Loading Facility or Services**. The Core Development shall include facilities or services for receiving, loading, and unloading available to the Owners of Deeded Parking Spaces within the Core Development (“**Loading Facility or Services**”), at the Developer’s option, by either of the following:

(i) providing access to the Owners of Deeded Parking Spaces to the same receiving, loading and unloading facility provided to the other users of the Core Development (“**Common Facility**”);

or

(ii) constructing a separate facility located as conveniently as practicable to the gondola for receiving, loading, and unloading by The Ridge HOA and the Owners of Deeded Parking Spaces within the Core Development (“**Separate Facility**”).

1.10.1 The Common Facility or the Separate Facility, as applicable, may be used by The Ridge HOA and the Owners of Deeded Parking Spaces, as applicable, to receive and hold packages for pick-up and delivery and to load and unload passengers, luggage, recreational equipment and personal belongings for transport to the Project via the gondola. Furniture, appliances, oversized delivery items and commercial food deliveries shall not be loaded and unloaded within the Common Facility or the Separate Facility.

1.10.2 **Common Facility**. If the Developer elects to provide access to the Common Facility to the Owners of Deeded Parking Spaces, the Developer may charge the individual Owner a fee for use of the Common Facility equal to the rate charged by the Developer or hotel owner/operator for one (1) night of valet parking within the Core Development for each loading, unloading and package receiving at the Common Facility (“**Common Facility Fee**”). The Common Facility Fee shall include, at the Deeded Parking Space Owner’s option, valet parking by the Developer or hotel owner/operator of the Owner’s vehicle from the Common Facility to the Owner’s Deeded Parking Space. Any packages, luggage, recreational equipment and personal belongings that are loaded, unload or received at the Common Facility shall be placed by the Developer within an area to be designated within the Core Development (which area must be reasonably accessible and convenient to the Deeded Parking Space Owners and not unduly burdensome to the Developer) to be loaded and unloaded for transport from that designated area to the Project by the gondola by and at the expense of the Owners. No Owner of a Deeded Parking Space will be obligated to use the Common Facility and may self-park and self-load and unload in their individual Deeded Parking Space. If the Developer elects to provide access to the Common Facility to the Deeded Parking Space Owners, the Core Development HOA Documents shall include provisions confirming the use of and access to the Common Facility in accordance with the Settlement Agreement (“**Common Facility Use Provisions**”). Use of and access to the Common Facility shall not be provided to the Owners of Deeded Parking Spaces until such time as The Ridge HOA delivers a Notice of Satisfaction and Release in accordance with **Exhibit N-1-M** (“**Common Facility Satisfaction and Release**”) executed by The Ridge HOA to LTGC for recordation in the records of the San Miguel County Clerk and Recorder. The Parties agree that the Common Facility Satisfaction and Release required under this Section 1.10.2 shall be the only document necessary or required to release CO Lot, TMVOA, Developer and the

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Core Property and/or Core Development from the obligations to provide Loading Facility or Services under this Settlement Agreement if the Developer elects to provide use of and access to the Common Facility.

- 1.10.3 **Separate Facility.** If the Developer elects to provide a Separate Facility, The Ridge HOA shall pay to the Developer *the lesser of*: (i) \$175,000; or (ii) the Separate Facility Actual Construction Costs in accordance with Section 1.8 (“**Separate Facility Cost**”) and on the following terms and conditions:
- 1.10.3.1 If the Developer elects to construct a Separate Facility, the Separate Facility shall consist of at least an enclosed and secured area located in an area within the Core Development that is as conveniently as practicable to the gondola. The Separate Facility shall consist of no more than four hundred eighty (480) square feet (or less if requested by The Ridge HOA during the Services Negotiation) and designed to meet the following functional requirements: (i) receive and store packages and other postage; (ii) load, unload, and temporarily store Owners’ packages, luggage, personal belongings, and recreational equipment; (iii) provide valet services to Owners; and (iv) house an employee or contractor of The Ridge HOA to provide valet, loading and unloading, and package processing services for the Owners. The Separate Facility shall be constructed by the Developer to a grey interior shell condition and shall be stubbed for electricity, telephone, internet as shall be requested by The Ridge HOA in connection with the Services Negotiation. The exterior of the Separate Facility shall be fully finished by the Developer. The interior of the Separate Facility shall be completed by the Developer to a grey shell condition and The Ridge HOA shall be responsible for the interior build-out and interior finishes of the Separate Facility at The Ridge HOA’s sole cost and expense.
- 1.10.3.2 The Separate Facility shall be designated an individual unit within the Core Development with title to be held by The Ridge HOA. The Ridge HOA shall be solely responsible for operating, maintaining and repairing the Separate Facility and any services or functions performed from or in the Separate Facility. The Separate Facility shall only be used for storage, valet parking, loading and unloading, package receiving and processing and office space for The Ridge HOA, including the members of The Ridge HOA and the Deeded Parking Space Owners. The Core Development HOA Documents shall include provisions setting forth these use restrictions on the Separate Facility (“**Separate Facility Use Provisions**”).
- 1.10.3.3 CO Lot or the Developer shall grant a perpetual non-exclusive access easement to The Ridge HOA, including the members of The Ridge HOA and the Deeded Parking Space Owners which easement shall be set forth in the Core Development HOA Documents that provides for at a minimum, access on, over and across the Core Development to and from the Deeded Parking Spaces, Common Facility or the Separate Facility which enables The Ridge HOA, including the members of The Ridge HOA and the Deeded Parking Space Owners’ access to and from the Deeded Parking Spaces, Common Facility or Separate Facility and access for the transport, loading and unloading of luggage, package, recreational equipment, and personal belongings to and from the gondola for transport to and from The Ridge (“**Access Easement**”). The Access Easement must be included in the Core Development HOA Documents as defined in Section 1.11.10.1 (both the Declarations and Condominium Map). The Core Development HOA Documents must ensure the Access Easement is not revocable without the

- consent of the Deeded Parking Space Owners and The Ridge HOA (as the owner of the Separate Facility, if applicable) ("**Access Easement Provisions**").
- 1.10.3.4 **Compliance with Gondola Rules and Regulations.** The Ridge HOA and Owners, at their sole cost and expense, shall be responsible for complying with all procedures, rules, regulations, and ordinances promulgated by the Town of Mountain Village, any governmental or any quasi-governmental authority having jurisdiction over the gondola pertaining to use and operation of the gondola. The Owners may, use the side door to the gondola at Mountain Village Station subject to the terms and condition of the Gondola Side Door Use and Indemnity Agreement attached hereto as Exhibit R.
- 1.10.3.5 Developer must consult with The Ridge HOA on the location, design, and construction of the Separate Facility and the Access Easement prior to its siting and design and must provide a copy of each document which describes or depicts the Separate Facility and Access Easement to The Ridge HOA for review at or reasonably near the time each such document is created. The Parties intend that the siting, location and conceptual plans for the Separate Facility and Access Easement in accordance with this Section 1.10 ("**Separate Facility Plans**") shall be agreed to in writing on or before the expiration of the Services Negotiation Deadline in order to provide the Developer sufficient time to incorporate the Separate Facility Plans in the Core Development Application.
- 1.10.3.6 If a Separate Facility is to be constructed within the Core Development, The Ridge HOA shall be required to deposit a sum not to exceed \$175,000 into escrow with LTGC ("**Separate Facility Escrow Funds**") by no later than five (5) business days following the expiration of the Services Negotiation Deadline. The specific amount of the Separate Facility Escrow Funds shall be negotiated during the Services Negotiation and shall be equal to the estimated Actual Construction Costs of the specific Separate Facility to be constructed by the Developer, but in no event greater than \$175,000. Title to the Separate Facility shall not be conveyed to The Ridge HOA and/or made accessible for use by The Ridge HOA or the Owners until the Separate Facility Escrow Funds have been released to the Developer, the Developer delivers a deed to the Separate Facility to The Ridge HOA and The Ridge HOA delivers a fully executed Notice of Satisfaction and Release in accordance with the form set forth in [Exhibit N-2](#) executed by The Ridge HOA ("**Separate Facility Satisfaction and Release**") to LTGC for recordation in the records of the San Miguel County Clerk and Recorder. The Parties agree, that the Separate Facility Satisfaction and Release required under this Section 1.10.3.6 shall be the only document necessary or required to release CO Lot, TMVOA, Developer and the Core Property and/or Core Development from the obligations to provide Loading Facility or Services under this Settlement Agreement if a Separate Facility is provided.
- 1.10.3.7 The Ridge HOA shall determine the allocation of the Separate Facility Cost among the Deeded Parking Space Owners and The Ridge HOA, including the individual members of The Ridge HOA, in its sole and absolute discretion, including allowing individual Deeded Parking Space Owners or individual members of The Ridge HOA to opt-out of the use of the Separate Facility.

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- 1.10.3.8 The Ridge HOA and/or the individual Owners shall be responsible for transporting personal items and belongings to and from the Core Development to and from the gondola and the Project at The Ridge HOA and/or individual Owners' expense.
- 1.10.3.9 Notwithstanding anything to the contrary herein, if the Developer elects to construct a Separate Facility, The Ridge HOA shall have the option to eliminate the Separate Facility. The Ridge HOA must provide written notice to the Developer on or before the expiration of the Services Negotiation Deadline setting forth The Ridge HOA's election to eliminate the Separate Facility in accordance with the form set forth in *Exhibit O* ("**Election to Eliminate Separate Facility**"). The Election to Eliminate Separate Facility shall be recorded in the records of San Miguel County Clerk and Recorder. Upon recordation of the Election to Eliminate Separate Facility, CO Lot, TMVOA, Developer and the Core Property shall be released from any and all obligations to provide a Loading Facility or Services under this Settlement Agreement. Thereafter, the Developer shall not be required to provide any services or facilities for loading, unloading and receiving to the Owners, The Ridge HOA or The Ridge Club; and the Owners of Deeded Parking Spaces will be responsible for their individual loading and unloading from and to their individual Deeded Parking Space and for receiving packages. The Parties agree, represent and warrant that the Election to Eliminate Separate Facility executed by The Ridge HOA shall be the only document necessary or required to release CO Lot, TMVOA, Developer and the Core Property and/or the Core Development from the obligations to provide a Loading Facility or Services under this Settlement Agreement if the Developer elects to provide a Separate Facility but The Ridge HOA elects to eliminate the Separate Facility. If the Election to Eliminate Separate Facility is not received by the Developer on or before the expiration of the Services Negotiation Deadline, the Developer shall construct the Separate Facility in accordance with Section 1.10.3.
- 1.10.4 **Services Negotiations with CO Lot and Developer.** During CO Lot's substantive negotiations with a Developer relating to the intended development of the Core Development, The Ridge HOA and Owners, through the individuals designated under Section 1.10.4.3, will have the opportunity to discuss with the Developer the potential purchase of additional underground parking spaces, the potential provision of valet services within the Core Development to the Owners and the potential provision of delivery services to and from the Core Development by the Developer or hotel owner/operator to the Owners ("**Additional Services**").
- 1.10.4.1 Negotiations for Additional Services will be negotiated in good faith and in a commercially reasonable manner between The Ridge HOA and the Owners, on the one hand, and the Developer, on the other hand ("**Services Negotiation**"), and will include, but are not limited to, the items listed in Sections 1.10.2, 1.10.3, 1.10.4, 1.10.5 and 1.10.6.
- 1.10.4.2 CO Lot must participate in the Services Negotiation as a non-discriminatory facilitator in order to facilitate productive discussions and negotiations.
- 1.10.4.3 The Ridge HOA, The Ridge Club, and the Owners must collectively designate no more than two individuals who will be solely authorized to negotiate during the Services Negotiation on behalf of The Ridge HOA, The Ridge Club, and the Owners.



- 1.10.4.4 All communications, negotiations and contacts with the Developer must be coordinated through CO Lot unless CO Lot provides written authorization otherwise. All communications, negotiations and contacts with The Ridge HOA and Owners shall go through the individuals designated under Section 1.10.4.3.
- 1.10.4.5 The Services Negotiation shall be concluded by no later than sixty (60) days following the Election Deadline (“**Service Negotiation Deadline**”). The Parties acknowledge that the timing and completion of the Services Negotiation is necessary in order to allow the Developer sufficient time to develop plans for the Core Development Application in accordance with the agreements reached during the Services Negotiations.
- 1.10.5 During the Services Negotiation, the items to be discussed and negotiated between the Developer and The Ridge HOA, The Ridge Club, and Owners include, but are not limited to, the following:
  - 1.10.5.1 The scope, terms, fees, and costs related to the Owners’ use of the Common Facility (if applicable and subject to the fee limitation in Section 1.10.2);
  - 1.10.5.2 The location of the Deeded Parking Spaces, the Separate Facility (if applicable), and the area to be designated within the Core Development by Developer for storage of Deeded Parking Space Owner’s belongings if there is a Common Facility as described in Section 1.10.2 in accordance with the map attached as *Exhibit B*;
  - 1.10.5.3 The design, layout, functionality and cost of the Separate Facility (if applicable) and the amount of the Separate Facility Escrow Funds;
  - 1.10.5.4 If the Developer elects to construct the Separate Facility, The Ridge HOA shall have the option to eliminate the Separate Facility by providing written notice to the Developer on or before the Services Negotiation Deadline.
  - 1.10.5.5 The potential provision and cost of valet services by the Developer;
  - 1.10.5.6 The potential provision and cost of delivery services to and from the Core Development by the Developer or hotel owner/operator to the Owners;
  - 1.10.5.7 Commercially reasonable rules and regulations for the Owners’ use of the Common Facility or Separate Facility (as applicable), which such rules and regulations shall be included in either the Core Development HOA Documents or in a separate agreement between The Ridge HOA, Owners and the Developer (as applicable); and
  - 1.10.5.8 The potential purchase of additional parking spaces in excess of the Deeded Parking Spaces by The Ridge HOA, The Ridge Club, or the Owners.
- 1.10.6 **Developer’s Good Faith Estimate of Actual Construction Costs of a Deeded Parking Space and the Separate Facility (if applicable)**. By no later than ten (10) business days prior to the expiration of the Services Negotiation Deadline, the Developer shall present to The Ridge HOA and Owners a written good faith estimate of the Actual Construction Costs for a Deeded Parking Space and the Separate Facility (if applicable) (“**Not to Exceed Cost**”). The purchase price for a Deeded Parking Space under a Reservation Agreement executed after the Early Reservation Deadline shall be equal to the *lesser* of the Actual Construction Costs or the Not to Exceed Cost.
- 1.10.7 Any dispute regarding any or all of the Common Facility, the Separate Facility, the Common Facility Fee, the Separate Facility Cost, the Access Easement, the Additional Services, the Services Negotiation, and/or any other items identified in Section 1.10 shall be between The Ridge HOA and the Developer. The Town shall not be a necessary party nor a required party to any dispute resolution between The Ridge HOA and Developer regarding any issue arising under

Section 1.10. Further, in no event shall any dispute regarding any issue arising under- Section 1.10 result in any release of any duty owed by any Party to the Town pursuant to this Settlement Agreement. Should any of the provisions in Section 1.10 be found to be unenforceable they shall be considered severable from this Settlement Agreement and shall not affect any other rights or obligations of the Parties hereunder.

1.10.8 All agreements reached between the Parties during the Services Negotiations shall be documented in writing and shall be executed by CO Lot, Developer and The Ridge HOA.

1.10.9 In the event the Parties are not able to reach agreement during the Services Negotiation, The Ridge HOA, CO Lot or the Developer may invoke the provisions of Section 5.6.4.

1.11 **Additional Terms and Conditions**

1.11.1 All Parties agree, that Non-Purchasing Owners will not be eligible to purchase an underground parking space within the Core Development, except as otherwise set forth in Section 1.3.5.2 for an HOA Purchased Parking Space if such space is properly allocable to the Non-Purchasing Owner's unit within the Project.

1.11.2 All Parties agree, that a Non-Purchasing Owner who fails to acquire an underground parking space within the Core Development through the procedures set forth in this Settlement Agreement will be individually responsible for satisfying any and all Town parking requirements appurtenant to the Owner's unit or density pursuant to terms and conditions of the Town's CDC and the Resolution and Amended Resolution, which currently requires payment of the payment-in-lieu fee established by the Town in effect at the time a building permit is sought. ~~All Parties agree, that the Owners of any Unplatted Density identified on the Notice of Ineligible Density provided by The Ridge HOA shall be individually responsible for satisfying any and all Town parking requirements appurtenant to the Unplatted Density Owner's ineligible Unplatted Density.~~

1.11.3 **Building Permit for Owners.** To obtain a building permit from the Town prior to the delivery of a Parking Space Deed, an Owner must present the following documents to the Town:

1.11.3.1 A copy of an executed Reservation Agreement (including a copy of the Addendum to Reservation Agreement) with a confirmation of deposit of Escrowed Funds from LTGC; or

1.11.3.2 Payment to the Town for the then-applicable payment-in-lieu fee established by the Town.

1.11.3.3 An executed Addendum to the Reservation Agreement in accordance with Section 4.6.

1.11.3.3 Each building permit issued by the Town to an Owner shall be subject to the terms of this Settlement Agreement and the applicable Reservation Agreement addressing the termination of a Reservation Agreement by an Owner, the failure of an Owner to complete the purchase of a Deeded Parking Space reserved under a Reservation Agreement or the Owner's failure to pay the applicable payment-in-lieu fee or Replacement Promissory Note. These conditions shall also be set forth in the Addendum to the Reservation Agreement.

1.11.4 **Building Permit for Core Development.** Any building permit issued for the Core Development (except a building permit limited solely to grading and/or

excavation) must include an express provision that the certificate of occupancy for the Core Development is conditioned upon the satisfactory completion of the Deeded Parking Spaces; certification of the Core HOA Documents as required by Section 1.11.10.4 as set forth below and receipt of a certificate of occupancy or other similar final inspection from the Town allowing the use of the Deeded Parking Spaces.

- 1.11.5 The Ridge HOA and the Owners will cause The Ridge HOA Declaration to be amended to prohibit sale of the Deeded Parking Spaces except in conjunction with the sale of the Unit associated with the Deeded Parking Space, unless The Ridge HOA and Town have provided written consent and the sale or transfer does not conflict with any material provision of this Settlement Agreement.
- 1.11.6 Units 2 & 7 shall be subject to a deed restriction to prohibit sale of a Deeded Parking Space(s) allocated to each or one of Units 2 & 7, except in conjunction with the sale of Unit 2 and/or Unit 7 (as applicable), unless the Town has provided written consent and the sale or transfer does not conflict with any material provision of this Settlement Agreement.
- 1.11.7 The Owners hereby acknowledge and agree that the use of Deeded Parking Spaces used to satisfy Town parking requirements are governed by the Town's CDC.
- 1.11.8 **Rezoning of Units/Density.** If any Owner subsequently rezones ~~an Owner's a Ridge Unit, Units 2 & 7 or Unplatted Density to another zoning category, other than "commercial,"~~ under the Town's CDC, the Owner will only be allowed to purchase the number of Deeded Parking Spaces equal to the equivalent number of "Condominium Units" currently zoned as part of the ~~Unplatted Density or Unit Units,~~ irrespective of any future changes in the density of the Project; ~~provided that such Unit or Unplatted Density or rezoned density is annexed into The Ridge HOA Unit~~ ~~For example, if an Owner rezones one Ridge HOA on or before Unit from one (1) Condominium Unit to four (4) Lodge Units pursuant to the Election Deadline, Town's CDC, the Owner shall only be entitled to purchase one (1) Deeded Parking Space. Any parking spaces required for the 4 Lodge Units over and above one (1) parking space shall be subject to the requirements of the Town's CDC.~~ Units 2 & 7 shall be allocated a total of two (2) Deeded Parking Spaces regardless of any rezoning of Units 2 & 7.
- 1.11.9 **Density Transfer.** If any ~~Unplatted Density or any Unit that has been annexed into The Ridge HOA Unit~~ is subsequently transferred to the Town's Density Bank or to another lot outside the Project, CO Lot, TMVOA and Developer will have no obligation to provide any services or facilities within the Core Development or make Deeded Parking Spaces associated with such ~~Unplatted Density or Ridge~~ Unit available for purchase within the Core Development, and any Reservation Agreement associated with such ~~Unplatted Density or Ridge~~ Unit will automatically terminate and the deposit must be refunded to the Owner without interest, and any Deeded Parking Spaces that have been conveyed to an Owner shall be subject to the Right of Purchase in accordance with Section 1.9.1.2.
- 1.11.10 **Core Development Homeowners Association.**
  - 1.11.10.1 In connection with the development of the Core Development, one or more common interest communities will be created pursuant to the Colorado Common Interest Ownership Act ("**Core Development HOA**").
  - 1.11.10.2 The declarant for the Core Development HOA will be either CO Lot, the Developer or the then fee title owner of the Core Property ("**Declarant**").



- 1.11.10.3 The Declarant will be required to execute and record documents that create and govern the Core Development HOA, including without limitation a declaration, condominium map, rules and regulations which shall be recorded in the San Miguel County Clerk and Recorder ("**Core Development HOA Documents**"). The Declarant must include specific provisions in the Core Development HOA Documents that comply with the terms of this Settlement Agreement and capture all ongoing obligations contained within the Settlement Agreement between Developer, The Ridge HOA, and the Owners, which include but are not limited to: (1) granting the perpetual, non-exclusive Access Easement in accordance with Section 1.10.3.3; (2) budgeting and cost allocation provisions consistent with Sections 1.10.3.1-1.10.3; (3) the formation, composition, power and functions of the Parking Garage Budget Committee consistent with Section 1.11.10.5; (4) the Common Facility Fee and Common Facility Use Provisions consistent with Section 1.10.2 (if applicable); (5) the Separate Facility Use Provisions consistent with Section 1.10.3.2; (6) written agreements required by Section 1.10.8; and (7) must contain voting, amendment, and/or approval provisions which protect the The Ridge HOA and Owners' of Deeded Parking Spaces rights under this Settlement Agreement as set forth in the Core Development HOA Documents from being diminished or eliminated by the Declarant, the newly formed association or any other third parties.
- 1.11.10.4 The ultimate structure of the Core Development HOA and any sub associations is currently unknown. As a condition of The Ridge HOA and the Owners' agreement to provide the Satisfaction and Releases under Sections 1.10.2 (Common Facility), 1.10.3.6 (Separate Facility), 1.1.9.1.3 (Deeded Parking) of this Agreement, the Declarant must provide final drafts of the complete set of proposed Core Development HOA Documents to The Ridge HOA for review and approval of those provisions in the Core Development HOA Documents which pertain to this Settlement Agreement prior to recording any of the Core Development HOA Documents. The Core Development HOA Documents may not be recorded until either: (1) The Ridge HOA has provided its written notice approving the Core Development HOA Documents; or (2) an independent Colorado lawyer who: (a) has no connection to the Core Development or its principals, the Developer or CO-Lot; (b) carries current professional liability coverage in excess of \$5 million; and (c) is recognized in the market as a specialist in the Colorado Common Interest Ownership Act ("**CCIOA**"), has provided a written opinion explaining the structure of the Core Development HOA Documents and identifying the provisions that individually and cumulatively effectuate compliance with the terms of this Settlement Agreement related to all ongoing obligations called for by this Settlement Agreement (the "**CCIOA Opinion**"). The lawyer may be selected by CO Lot or Developer, but the client for purposes of the engagement will be only The Ridge HOA, and not any of the individual Owners. The cost of procuring the review and written legal opinion must be borne by the Developer. CO Lot, TMVOA, Developer, and the Owners shall not attempt to exert any undue influence over the selected lawyer or the CCIOA Opinion. In the event the independent lawyer determines that the Core Development HOA Documents do not reflect compliance with this Settlement Agreement, the Declarant shall work with the independent lawyer in good faith to revise the Core

- Development HOA Documents in order to address the concerns and/or deficiencies identified by the independent lawyer in order for the independent lawyer to issue the CCIOA Opinion. The CCIOA Opinion issued by the independent lawyer shall be final and binding on all Parties.
- 1.11.10.5 Ongoing operations and maintenance assessments, fees, and costs for the Deeded Parking Spaces will be invoiced by the Core Development HOA directly to the individual Owners of the Deeded Parking Spaces. Ongoing operations and maintenance assessments, fees, and costs for the Separate Facility shall be invoiced directly to The Ridge HOA. The Ridge HOA will be responsible for payment of the assessments, fees, and costs associated with any HOA Purchased Parking Space.
- 1.11.10.5.1 The Parties understand and agree that the ultimate uses, configuration of facilities and structures within the Core Development are currently unknown, but could include commercial/retail, hotel, office and/or residential condominium uses in addition to the underground parking garage. The Parties also understand and agree that those who acquire Deeded Parking Spaces under the terms of this Settlement Agreement should not bear the cost of the construction, operation, repair and maintenance costs for improvements and infrastructure that they do not benefit from.
- 1.11.10.5.2 Accordingly, the Core Development HOA Documents must be structured to include provisions that require a fair and equitable allocation of the operation and maintenance costs specific to the parking garage among the users and beneficiaries of the garage and its structural elements. The Parties acknowledge that some operation and maintenance costs (insurance for example) may be difficult to allocate with precision and agree that the Parking Garage Budget Committee as defined in Section 1.11.10.5 below, when budgeting and allocating expenses, may make such allocations in accordance with the business judgment rule.
- 1.11.10.3.3 In any event, the Core Development HOA assessments associated with the Deeded Parking Spaces may not be greater than the assessments for all other underground parking spaces within the Core Development.
- 1.11.10.3.4 If a Separate Facility is constructed, The Ridge HOA shall pay the assessments associated with the Separate Facility.
- 1.11.10.4 The Ridge HOA and All Owners of a Deeded Parking Space must comply with all rules and regulations set forth in the Core Development HOA Documents. Such rules and regulations must be commercially reasonable.
- 1.11.10.5 The Core Development HOA Documents must include provisions for the development of the annual budget for the underground parking garage which will house the Deeded Parking Spaces and possibly the Separate Facility and related facilities. The budget provision must require the formation of a **“Parking Garage Budget Committee”** consisting of no more than three (3) members. The Parking Garage Budget Committee shall be required to prepare annual budgets for the underground parking garage and related facilities which shall serve as the basis for the Core Development HOA assessments on the Deeded Parking Space and the Separate Facility (if applicable). The Ridge HOA shall be guaranteed one seat on the Parking Garage Budget Committee.

- 1.11.11 TMVOA and CO Lot will have no payment obligation for any of the Deeded Parking Spaces except to the extent required for Ridge Units 3 and 11 owned by CO Ridge Lots.
- 1.11.12 The Parties will provide all reasonable and necessary cooperation to ensure, by documentation and amendment if necessary, that the Core Development HOA Documents and The Ridge At Telluride HOA Declaration conform to CCIOA as to the ownership of Deeded Parking Spaces prior to recordation of the Core Development HOA Documents.
- 1.12 **No Guaranteed Date of Commencement, Duration, or Date of Completion of Construction.** CO Lot, TMVOA and the Developer make no representations regarding the date of commencement, duration, or date of design, development and completion of construction of the Core Development, including the Deeded Parking Spaces.
- 1.13 Any dispute regarding any or all of the obligations and rights identified in Section 1.11 shall be between The Ridge HOA and the Developer. The Town shall not be a necessary party nor a required party to any dispute resolution between The Ridge HOA and Developer regarding any issue arising under Section 1.11. Further, in no event shall any dispute regarding any issue arising under Section 1.11 result in any release of any duty owed by any Party to the Town pursuant to this Settlement Agreement. Should any of the provisions in this Section 1.11 be found to be unenforceable they shall be considered severable from this Settlement Agreement and shall not affect any other rights or obligations of the Parties hereunder.

**2. TEMPORARY PRE-CONSTRUCTION PARKING**

- 2.1 **Representations and Warranties.** CO Lot represents and warrants the following:
  - 2.1.1 CO Lot has received conditional approval from the Town for a conditional use permit (“**CUP**”) for temporary surface parking on the Core Property until such time as construction of the Core Development is commenced.
  - 2.1.2 CO Lot has completed all conditions imposed by Town under the CUP in order to operate the temporary surface parking lot on the Core Property, including without limitation the construction of stairs from the Core Property to the gondola plaza and installation of parking and informational signage.
- 2.2 **CO Lot’s Obligations.** To facilitate Temporary Pre-Construction Parking prior to construction of the Core Development, CO Lot will:
  - 2.2.1 Use its best efforts to maintain all necessary conditional use and any other required permits from the Town to allow for temporary surface parking on the Core Property;
  - 2.2.2 Comply with all conditions under the CUP;
  - 2.2.3 Install signs, gates and other facilities deemed necessary for the Core Property to be used for Temporary Pre-Construction Parking consistent with any Town approvals;
  - 2.2.4 Maintain and surveil the Core Property;
  - 2.2.5 Sign and designate individual parking spaces for the Temporary Pre-Construction Parking that will be located as close to the gondola as reasonably practicable;
  - 2.2.6 Obtain and maintain liability insurance in connection with Temporary Pre-Construction Parking on the Core Property for authorized purposes and by authorized individuals.



- 2.3 **Non-Exclusive Rights.** Additional parking on the Core Property may be permitted by CO Lot, in its sole discretion, for use by Village Center businesses and TMVOA members and approved by the Town.
- 2.4 **Temporary Pre-Construction Parking.** Upon execution of this Settlement Agreement by all Parties and the liability releases set forth in Section 2.6.3, and compliance with all conditions imposed by the Town under the CUP, CO Lot must make available a maximum of twenty (20) temporary surface parking spaces to Owners who have executed a Reservation Agreement and deposited the Escrow Funds as set forth in Section 1.4 above (“**Temporary Pre-Construction Parking**”).
- 2.5 **Temporary Pre-Construction Parking Rules and Regulations.** CO Lot will establish, and the Owners agree to follow, reasonable written rules and regulations for use of the Temporary Pre-Construction Parking in the form attached hereto as **Exhibit P**.
- 2.6 **The Ridge HOA, The Ridge Club and Owners’ Obligations.** To facilitate the Temporary Pre-Construction Parking, The Ridge HOA, The Ridge Club, and each individual Owner will:
- 2.6.1 Pay \$350 per permit per year to CO Lot for the Temporary Pre-Construction Parking, subject to annual increases commensurate with the costs for operating, maintaining, and insuring the Core Property for temporary surface parking purposes (“**Temporary Parking Permit**”).
- 2.6.1.1 The cost of a Temporary Parking Permit issued for the Temporary Pre-Construction Parking will not exceed the cost of permits issued to other authorized users for parking on the Core Property.
- 2.6.1.2 The cost a Temporary Parking Permit will include amortization of the costs of construction of the stairs, sign installation, and grading of the Core Property.
- 2.6.2 Execute a parking use agreement in the form attached hereto as **Exhibit Q**, which releases CO Lot, TMVOA, and TSG Ski & Golf, LLC from liability holding for any injury to person or property that may occur on or in connection with the Owners’ use of the Core Property not caused by CO Lot, TMVOA, and/or TSG Ski & Golf, LLC and indemnifies CO Lot, TMVOA, and/or TSG Ski & Golf for any damage to the Core Property, parking improvements, stairways and structures located on or adjacent to the Core Property resulting from the Owners’ use of the Core Property.
- 2.6.3 Execute a liability release in the form attached hereto as **Exhibit R**, which releases and holds harmless the Town from the Owners use of the gondola “side door” and gondola plaza and indemnifies the Town for any damage resulting to the gondola in connection with use of the gondola “side door” and/or loading multiple or heavy items on the gondola.
- 2.7 CO Lot and TMVOA will have no obligations or liabilities arising from this Settlement Agreement relating to Town-owned property, including, but not limited to, the gondola, the gondola stations, and plazas.
- 2.8 **Cessation of Temporary Pre-Construction Parking.** The Temporary Pre-Construction Parking will immediately cease upon The Ridge HOA, The Ridge Club, and the Owners’ receipt of written notice from CO Lot or the Developer of the commencement of physical construction or physical pre-construction activities (i.e.

grading and site preparation) on the Core Property in accordance with the Town approvals for the Core Development and delivery of a copy of the Town approval authorizing the construction activities. The date of commencement of construction activities will be determined in CO Lot's and/or the Developer's sole discretion and consistent with the Town approvals.

2.9 **Parking During Construction Activities**

- 2.9.1 The Ridge HOA, The Ridge Club, and the Owners, with assistance from CO Lot and the Town, excluding financial assistance, may secure temporary parking arrangements for use during the construction of the Core Development for no more than the number of temporary parking spaces authorized in accordance with Temporary Pre-Construction Parking, not to exceed a total of twenty (20) parking spaces ("**Alternative Parking**").
- 2.9.2 The cost (if any) of the Alternative Parking during construction of the Core Development will be the sole responsibility of The Ridge HOA, The Ridge Club, and/or the Owners.
- 2.9.3 To satisfy the Alternative Parking, the Town must use its best efforts, subject to the CDC and zoning compliance and any other applicable Town laws, regulations and processes, to assist The Ridge HOA, The Ridge Club, and the Owners in locating the Alternative Parking in the following situations and under the following conditions:
  - 2.9.3.1 If the public parking garage adjacent to the Mountain Village Gondola Station, located on Lot 1003R-1 ("**Lot 1003R-1 Parking Garage**"), has been expanded at the time written notice is delivered in accordance with Section 2.8, the Town will allow Alternative Parking in the Lot 1003R-1 Parking Garage for the Owners equal to the number of spaces allocated under the Temporary Pre-Construction Parking, not to exceed twenty (20) parking spaces, at the lowest available rate for overnight parking.
  - 2.9.3.2 If the Lot 1003R-1 Parking Garage has not been expanded at the time written notice is delivered in accordance with Section 2.8, the Town must use its best efforts subject to the CDC and zoning compliance and any other applicable Town laws, regulations and processes, to allow The Ridge HOA, The Ridge Club, and the Owners to locate temporary parking at Town-owned facilities, at the lowest available rate for overnight parking. The Parties acknowledge that at the time of the Effective Date, there are presently no Town-owned facilities or lots that can accommodate such Alternative Parking, including all existing Town parking lots.
  - 2.9.3.3 If neither the Lot 1003R-1 Parking Garage nor the other Town-owned facilities can be used for the Alternative Parking, the Town will use its best efforts, subject to the CDC and zoning compliance and any other applicable Town laws, regulations and processes, to allow The Ridge HOA, The Ridge Club, and the Owners to satisfy the Alternative Parking on any available vacant lot that can be converted to temporary parking during the construction of the Core Development, subject to approval of such parking on a vacant lot through the Town's conditional use permit process and any other then-existing requirements of the Town's CDC.
  - 2.9.3.4 By agreeing to use its best efforts to locate Alternative Parking for The Ridge HOA, The Ridge Club, and the Owners, the Town does not represent, guarantee, or warrant that Alternative Parking will be located on the Lot

- 1003R-1 Parking Garage or other Town-owned facilities, or that a conditional use permit will be approved on an available vacant lot.
- 2.9.3.5 The Ridge HOA, The Ridge Club, and the Owners will collectively designate no more than two individuals who will be solely authorized to negotiate and/or submit any required application with the Town on behalf of The Ridge HOA, The Ridge Club, and all Owners regarding locating the Alternative Parking.

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3. **PLANNING AND DEVELOPMENT OF THE CORE PROPERTY AND CORE DEVELOPMENT**

- 3.1 **Development of Core Property.** The terms and conditions of the Settlement Agreement will be disclosed by CO Lot and TMVOA in connection with any land use or planning process involving the Core Property and must be incorporated into the planning and development approvals for the Core Development.
- 3.1.1 The Core Property may be developed jointly with parcels that are immediately adjacent to the Core Property, which are parcels now known as Lot 161-CR, Lot 53A, Lot 53B and adjacent open space parcels OS-3U, OS-3XRR, OS-3Y and Lot 67, Lot 71R, and Lot 69R2 (“**Core Development**”).
- 3.1.2 CO Lot, TMVOA, and Town must disclose the requirements of this Settlement Agreement and must incorporate the rights, benefits, and obligations of this Settlement Agreement into any land use development or planning process involving the development of the Core Development, or any subsequent amendments to any land use plan involving the development of the Core Property or Core Development.
- 3.1.3 CO Lot intends to seek a Developer to develop the Core Property or Core Development in the sole discretion and judgment of CO Lot and Developer, provided, however, that any such Developer shall be bound by the terms of this Settlement Agreement in accordance with the Assignment and Assumption Agreement set forth in *Exhibit C*.
- 3.2 **Encumbering Core Property.** The terms and conditions of the Settlement Agreement touch and concern the Core Property and will be recorded against and encumber the Core Property and Core Development and be binding on all subsequent owners of the Core Property, until such time as the obligations to provide Deeded Parking Spaces and a Loading Facility or Services under this Settlement Agreement have been completed and satisfied as evidenced by the recordation of the Satisfaction and Releases in accordance with Section 3.2.3.
- 3.2.1 This Settlement Agreement is intended to create a valid covenant running with the Core Property that is binding on all subsequent owners of the Core Property. The Parties expressly agree that the terms, rights, and obligations of this Settlement Agreement are not an unreasonable restraint on alienation of the Core Property. For the avoidance of doubt, and because the 2005 Covenant was struck down as an unreasonable restraint on the alienation of the Core Property, the Parties agree as follows:
- 3.2.1.1 The Ridge HOA and Owners have the perpetual right to use the Core Property for: (1) up to ~~5236~~ vehicle parking spaces, but only the number of spaces for which a valid and subsisting Reservation Agreement exists; and (2) for receiving, loading, and unloading as specifically described in Section 1.10.1; and (3) access to and from their parking and loading/unloading area



- to the gondola as described in Section 1.10.3.2 (whether or not a Common Facility or Separate Facility exists) which rights shall constitute covenants running with the Core Property which are enforceable by any Owner or The Ridge HOA against any and all subsequent owners of the Core Property.
- 3.2.1.2 To the extent that the obligations to construct the Deeded Parking Spaces, the Separate Facility or any other improvements on the Core Property are, contrary to the Parties' intent, deemed to be unenforceable against subsequent owners of the Core Property for any reason, the obligations in paragraph 3.2.1.1 shall continue to burden the Core Property until such time as the obligations under this Settlement Agreement have been completed and satisfied as evidenced by the recordation of the Satisfaction and Releases as set forth in Section 3.2.3.
- 3.2.1.3 In material consideration of and reliance upon this Settlement Agreement and its validity and enforceability, the Town is terminating and releasing the Parking Performance Agreement and the Parking Assurance Covenant. The Town would not release the Parking Performance Agreement and Parking Assurance Covenant without this legally valid Settlement Agreement and enforceability of its provisions as to the provision of either a Deeded Parking Space and/or payment of fees in-lieu of parking for the dwelling-units constructed within the Project. It is the Parties' intent that the parking requirements for the Project shall be satisfied in accordance with the Town Resolution, the Amended Resolution and this Settlement Agreement.
- 3.2.2 Any conveyance, encumbrance or transfer of any of interest of any kind in the Core Property prior to the recordation of the Satisfaction and Releases as set forth in Section 3.2.3 must include in the transfer documentation, an affirmative covenant on the part of the transferee, incorporating the terms, parking and access rights, obligations and remedies as set forth in this Settlement Agreement in accordance with the Assignment and Assumption Agreement set forth in [Exhibit C](#).
- 3.2.3 **Satisfaction and Release of Settlement Agreement.** This Settlement Agreement provides for the execution and delivery of Notices of Satisfaction and Releases by the Owners, Town and The Ridge HOA in connection with the conveyance of Deeded Parking Spaces and Separate Facility (if applicable) or use of Common Facility (if applicable) to evidence and establish that CO Lot, TMVOA and the Developer have fully performed and satisfied the obligations required under this Settlement Agreement.
- 3.2.3.1 Pursuant to Section 1.9.1.3, Parking Space Satisfaction and Releases shall be executed by each Owner of a Deeded Parking Space and the Town as a condition of delivery of a Parking Space Deed to an Owner (or The Ridge HOA).
- 3.2.3.2 The Ridge HOA shall execute and deliver one of the following to LTGC: (a) Common Facility Satisfaction and Release pursuant to Section 1.10.2; OR (b) Separate Facility Satisfaction and Release pursuant to Section 1.10.3.6; OR (c) Election of Elimination of Separate Facility pursuant to Section 1.10.3.9 (which may have been previously recorded).
- 3.2.3.3 Upon receipt by LTGC of all documents required under Sections 3.2.3.1 and 3.2.3.2, LTGC shall provide written notice to CO Lot, Developer,

Town and The Ridge HOA confirming receipt of all documents. LTGC shall record the documents in the records of the San Miguel County Clerk and Recorder by no later than five (5) business days following the date of LTGC's written notice confirming receipt of all documents.

3.2.3.4 The Parties and St. Sophia agree, represent and warrant that the recordation of the documents required under Sections 3.2.3.1 and 3.2.3.2 shall, in concert with the recordation of the Core Development HOA Documents, ~~the Notice of Ineligible Density (if any)~~, the Certification of Non-Purchasing Owners (if any) and any Notice of Termination of Reservation Agreement (if any), evidence and establish that CO Lot, TMVOA and the Developer have fully performed and satisfied the obligations required under this Settlement Agreement and the Settlement Agreement shall be deemed released as an encumbrance to title to the Core Property and/or the Core Development.

3.2.3.5 The Parties and St. Sophia agree, that St. Sophia is not required to execute any documents to evidence the full performance and satisfaction of the obligations of CO Lot, TMVOA and the Developer under the Settlement Agreement or to release the Settlement Agreement as an encumbrance to title to the Core Property and/or the Core Development in accordance with this Section 3.2.3.

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#### 4. **TOWN PARKING OBLIGATIONS/PROMISSORY NOTES**

- 4.1 **Satisfaction of Promissory Notes and Payment-in-Lieu Fees.** As a condition precedent to entering into this Settlement Agreement, the respective Owners of the units identified in Section 4.3 and the Town must have *either* entered into replacement promissory notes (the "**Replacement Promissory Notes**"), replacing the four Promissory Notes reissued to the Town on February 5, 2015 by St. Sophia ("**Promissory Notes**") or provided an executed Reservation Agreement and deposited the applicable Escrowed Funds and/or both in the case of Units 2 & 7.
- 4.2 The Promissory Notes were issued by St. Sophia to Town for parking payment-in-lieu fees in the total principal amount of \$234,000.00 as follows:
- 4.2.1 Principal amount of \$78,000 for three parking spaces for Unit 2, Lot 161A-1R Building;
  - 4.2.2 Principal amount of \$52,000 for two parking spaces for Unit 7, Lot 161A-1R Building;
  - 4.2.3 Principal amount of \$52,000 for two parking spaces for Unit C-3, The Ridge; and
  - 4.2.4 Principal amount of \$52,000 for two parking spaces for Unit 21, The Ridge.
- 4.3 The Replacement Promissory Notes may be made by Owners of the same units and parking spaces identified above and for the same amounts as provided for in the Promissory Notes as follows:
- 4.3.1 Coonskin - Principal amount of \$78,000 for two parking spaces for Unit 2, Lot 161A-1R Building, attached hereto as *Exhibit S*. The Town acknowledges that the Resolution and Amended Resolution reduced the parking requirement for Unit 2 from three parking spaces to two parking spaces and that two reservation agreements would satisfy this Replacement Promissory Note for Unit 2;

- 4.3.2 Coonskin - Principal amount of \$52,000 for two parking spaces for Unit 7, Lot 161A-1R Building, attached hereto as *Exhibit T*;
- 4.3.3 SSS Ranch - Principal amount of \$52,000 for two parking spaces for Unit C-3, The Ridge, attached hereto as *Exhibit U*. The Town acknowledges that the Resolution and Amended Resolution reduced the parking requirement for Unit C-3 from two parking spaces from one parking space and that one reservation agreement would satisfy this Replacement Promissory Note for Unit C-3;
- 4.3.4 Eenhoorn - Principal amount of \$52,000 for two parking spaces for Unit 21, The Ridge, attached hereto as *Exhibit V*. The Town acknowledges that the Resolution and Amended Resolution reduced the parking requirement for Unit 21 from two parking spaces to one parking space and that one reservation agreement would satisfy this Replacement Promissory Note for Unit 21;
- 4.4 If a Replacement Promissory Note is provided to satisfy the Condition Precedent of this Section 4.1, the Replacement Promissory Note may be satisfied and shall be cancelled as paid in full by Town upon the presentation of the maker's executed Reservation Agreement to the extent that such Reservation Agreement satisfies the Town's full parking requirements for each of the units that are the subject of the Replacement Promissory Note. To the extent that such Reservation Agreements only satisfy a portion of the parking requirements for each unit, in that instance the Replacement Promissory Note shall only be satisfied and canceled as to the same portion. Therefore, for Unit 2 and Unit 7, if the Unit 2 and Unit 7 Owners elect to execute the two total Reservation Agreements allowable for Unit 2 and Unit 7, the Unit 2 and Unit 7 Owners shall be required to repay the remaining amounts of the Replacement Promissory Notes for remaining percentage of the Replacement Promissory Notes (i.e. \$39,000 for Unit 2 and \$26,000 for Unit 7; or \$78,000 for Unit 2 or \$52,000 for Unit 7 should the Unit 2 and Unit 7 owners elect to allocate their Reservation Agreements completely to one unit or the other) Stated differently, Unit 2 and Unit 7 can exercise up to two Reservation Agreements, but they must satisfy four parking space requirements, so one way or the other, Units 2 and Unit 7 in some combination will nonetheless still owe Replacement Promissory Notes on two spaces, whether allocated to Unit 2, Unit 7, or both.
- 4.5 **Unit 15 Payment-in-Lieu Refund.** If the Owner of Unit 15, The Ridge At Telluride, which as of the date of execution is Life @ 10,500, delivers a copy of an executed Reservation Agreement and proof of deposit of the Escrowed Funds to the Town on or before the Election Deadline, the Town must refund to such Owner or The Ridge HOA the parking payment-in-lieu fees paid to the Town in connection with the issuance of the building permit for Unit 15. If an executed Reservation Agreement is *not* delivered to the Town on or before the Election Deadline, the Town will retain all parking payment-in-lieu fees paid to the Town in connection with Unit 15 in full satisfaction of the Town's parking requirement for Unit 15.
- 4.6 **Building Permits within the Project.** An Owner may obtain a building permit from Town after satisfying the following conditions in addition to any and all other requirements imposed under the CDC or Municipal Codes of the Town:
  - 4.6.1 Present a copy of an executed Reservation Agreement (including the Addendum to Reservation Agreement) to Town and proof of deposit of the Escrowed Funds; *or*
  - 4.6.2 Pay to the Town the then-applicable parking payment-in-lieu fees established by the Town pursuant to the CDC.



- 4.6.3 In the case of Units 2 & 7, an executed Reservation Agreement and/or the payment of the applicable Replacement Promissory Note or portion thereof shall be required as set forth in section 4.4.
- 4.6.4 If the Owner is presenting a Reservation Agreement to the Town in order to obtain a building permit, the Owner, Town and CO Lot shall execute an Addendum to the Reservation Agreement in accordance with *Exhibit W* ("**Addendum to Reservation Agreement**"), which shall also include the condition that a violation is a violation of the CDC as amended from time to time which carries fines, penalties and fees for each continuing day of such violations and that the Town may also revoke any active building permit and/or certificate of occupancy issued by the Town to the Owner.
- 4.7 **CO Lot's Obligations.** Except as otherwise expressly provided herein, CO Lot and TMVOA will have no payment or other obligations with respect to the Promissory Notes, Replacement Promissory Notes, any payment-in-lieu fee required by the Town, or any promissory notes issued to the Town for purposes of satisfying the Town's parking requirements for the Project, except to the extent required for Units 3 and 11 in The Ridge At Telluride, which are owned by CO Ridge Lots.
- 4.8 **Waiver of Restriction on Core Property.** Upon the recordation of the Settlement Agreement, the Town will waive any and all restrictions on the issuance of a building permit for development of the Core Property related to the satisfaction of the Promissory Notes or Replacement Promissory Notes and parking requirements for the Project, other than the condition set forth in Section 1.11.4 that the certificate of occupancy for the Core Property or Core Development is conditioned upon the satisfactory completion of the Deeded Parking Spaces and receipt of a certificate of occupancy or other similar final inspection document from the Town allowing the use of the Deeded Parking Spaces, as set forth in this Settlement Agreement.

5. **MISCELLANEOUS TERMS**

- 5.1 **Warranties and Representations.** The Parties and St. Sophia agree, represent and warrant as follows:
  - 5.1.1 They have voluntarily executed this Settlement Agreement, after consulting with counsel and without being pressured or influenced by any statement or representation of any person acting on behalf of any other Party or St. Sophia, including any other Party's or St. Sophia's officers, directors, members, managers, employees, agents, affiliates or attorneys.
  - 5.1.2 They have the full right and authority to enter into this Settlement Agreement and consummate the transaction contemplated by this Settlement Agreement. All requisite action has been taken by each Party and St. Sophia in connection with entering into this Settlement Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby.
  - 5.1.3 They have read this Settlement Agreement and know and understand its contents fully.
- 5.2 **CO Lot and TMVOA Warranties and Representations**
  - 5.2.1 CO Lot has the right to bind the Core Property and its future owners.

- 5.2.2 CO Lot has not encumbered the Core Property in such a manner as the foreclosure of such encumbrance would affect or eliminate the Parties' rights and obligations under this Settlement Agreement.
  - 5.2.3 TMVOA is the sole owner of 100% of the issued and outstanding membership interests in CO Lot. TMVOA will cause CO Lot to perform all of its obligations pursuant to this Settlement Agreement and may take steps to cure any alleged breach of this Settlement Agreement by CO Lot.
  - 5.2.4 CO Lot will not transfer or otherwise sell the Core Property without making such transfer expressly subject to this Settlement Agreement in accordance with the Assignment and Assumption Agreement set forth in *Exhibit C*.
  - 5.2.5 TMVOA will not transfer or sell any or all of its membership interests in CO Lot to any party.
  - 5.2.6 TMVOA will not allow CO Lot to transfer or otherwise sell the Core Property without making such transfer expressly subject to this Settlement Agreement in accordance with the form of Assignment and Assumption Agreement set forth in *Exhibit C*.
- 5.3 **The Ridge HOA, Ridge Club, and Owners Warranties and Representations.**  
The Ridge HOA, The Ridge Club, and the Owners represent and warrant as follows:
- 5.3.1 They have the right to bind all past, current, and future Owners of units and density within the Project with respect to any rights, privileges, or obligations associated with the Core Property; and
  - 5.3.2 They will effectuate any lawful changes to The Ridge Development's common-interest ownership declarations, purchase and sales agreements, covenants, marketing materials, and other such documents as may be necessary to reflect the rights, privileges and obligations set forth in this Settlement Agreement.
  - 5.3.3 The Ridge HOA has no right to require the purchase and sale of any parking spaces on the Core Development for Unit 4, Lot 161A-1R Building under this Settlement Agreement or otherwise.
  - 5.3.4 The Ridge Club has no right to require the purchase and sale of any parking spaces on the Core Development for Units 3, 5, and 6, Lot 161A-1R Building under this Settlement Agreement or otherwise.
  - 5.3.5 No Owner has the right to require the purchase and sale of any parking spaces or the provision of any services or use of any facilities on the Core Development for any zoned "Commercial" space or "Open Space" located within the Project, except Unit 7, Lot 161A-1R Building.
- 5.4 **Dismissal of Claims.** Within seven (7) days following recordation of this Settlement Agreement, the Parties and St. Sophia will cause their counsel to execute a stipulated motion for dismissal of the Litigation against CO Lot and Town with prejudice in accordance with *Exhibit X* ("**Dismissal of Claims**"), each Party to pay their own attorney fees and costs. Unless required by law, The Ridge HOA and The Ridge Club will not take any action to support or promote any of the remaining claims in the Litigation by St. Sophia against TSG Ski & Golf, LLC and Town, and such remaining claims shall not be dismissed under the Dismissal of Claims.
- 5.5 **Releases**
- 5.5.1 **General Mutual Release.** Except for the Parties' respective obligations hereunder and in the exhibits attached hereto and for and in consideration of the mutual promises and covenants contained herein, and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, for themselves, and their respective officers, directors, managers, members, employees, agents, successors, affiliates and assigns, do hereby fully release and forever discharge each and every Party and its officers, directors, managers, members, employees, agents, elected officials, appointed officials, successors, affiliates and assigns from any and all manner of claims, demands, actions, causes of action, suits, debts, sums of money, promises or damages whatsoever, in law or in equity, whether heretofore asserted or not, arising out of, or occurring as result of any act or omission related to the Parties' respective rights and obligations in connection with parking on the Core Property (including any payment-in-lieu presently owed to or required by the Town; but excluding future requirements as contained herein) before the Effective Date of this Agreement.

- 5.5.2 **Release and Termination of Covenants.** Except for the Parties' and St. Sophia's respective obligations hereunder and in the exhibits attached hereto and for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all Parties and St. Sophia for themselves, and their respective officers, managers, members, partners, shareholders, employees, agents, contractors, successors, assigns and affiliates hereby release any and all rights, extinguish any and all obligations contained in the 2000 Parking Covenant, the 2001 Parking Covenant, the 2005 Parking Covenant, the Parking Performance Agreement, and the Parking Assurance Covenant and agree to the termination thereof. This Settlement Agreement and the **Release and Termination of Covenants** set forth in *Exhibit Y* will be recorded in the public records of the San Miguel County Clerk and Recorder, and shall serve as notification to all subsequent purchasers of any portion of the Project or the Core Property of the termination of the 2000 Parking Covenant, the 2001 Parking Covenant, the 2005 Parking Covenant, the Parking Performance Agreement, and the Parking Assurance Covenant, Letter recorded January 28, 2015 at Reception No. 436229 and the Notice of Interest Affecting Lot 161C-R, Town of Mountain Village recorded on January 9, 2015 at Reception No. 436041 and will remove these documents from the title to the Core Property.
- 5.5.3 **Release of Any Claimed Easement or Other Rights.** Except for the Parties' respective obligations under this Settlement Agreement and in the exhibits attached hereto and for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, The Ridge HOA, The Ridge Club, and the Owners for themselves, and their respective officers, managers, members, partners, shareholders, employees, agents, contractors, successors, assigns and affiliates hereby release any and all manner of legal and property rights, including claimed easement rights, whether heretofore asserted or not, arising out of, or occurring as result of any act or omission related to the Core Property, in law or in equity and whether based in express or implied easement or any other legal theory, and whether supported by any covenant, agreement, resolution, or other document created on or before the Effective Date of this Settlement Agreement.
- 5.5.4 **St. Sophia's Releases and Transfers.**



- 5.5.4.1 **General Release.** For and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, St. Sophia, for themselves, and their respective officers, managers, members, partners, shareholders, employees, agents, contractors, successors, assigns and affiliates, do hereby fully release and forever discharge CO Lot, TMVOA, and Town and their officers, directors, managers, members, employees, agents, elected officials, appointed officials, successors, assigns, affiliates any predecessors-in-interest of title to the Core Property from any and all manner of claims, demands, actions, causes of action, suits, debts, sums of money, promises or damages whatsoever, in law or in equity, whether heretofore asserted or not, arising out of, or occurring as result of any act or omission related to the Parties' or St. Sophia's respective rights and obligations in connection with use of, access to, or parking on the Core Property.
- 5.5.4.2 **Release of Any Claimed Easement or Other Rights.** St. Sophia hereby agrees to be bound by all releases set forth in this Settlement Agreement, and hereby releases any and all manner of property rights, including claimed easement rights, whether heretofore asserted or not, arising out of, or occurring as result of any act or omission related to the Core Property, whether based in express or implied easement or any other legal theory, and whether supported by any covenant, agreement, resolution, or other document created on or before the Effective Date of this Settlement Agreement. This release does not and is not intended to include any claimed easement rights, asserted or not, arising out of, or relating to the claims currently asserted by St. Sophia against TSG Ski & Golf, LLC and Town in the Litigation.
- 5.5.4.3 **Conveyance of Parcels No. 477902202008 and 477902202038 to The Ridge HOA.** As a condition precedent to this Settlement Agreement, St. Sophia shall execute and deliver to LTGC the Quit Claim Deed transferring and conveying ownership of Parcels No. 477902202008 and 477902202038 to The Ridge HOA as set forth in *Exhibit Z* and payment of all outstanding real property taxes due and owing to San Miguel County by no later than \_\_\_\_\_, 2019.
- 5.6 **Enforcement Rights and Remedies.**
  - 5.6.1 **Default.** A default by a Party (including the Developer and/or any other person or entity who assumes the obligations of another Party to this Settlement Agreement) is a failure by such Party to fully and timely perform any of its duties and obligations under this Settlement Agreement.
  - 5.6.2 **Cure.** Default will not occur until a non-defaulting Party provides the defaulting Party thirty (30) days written notice describing the default, and the defaulting party is given the opportunity during such time to cure the default. To effectuate a timely cure, the curing Party must provide written notice to the non-defaulting Party confirming and documenting the cure within the 30-day cure period
  - 5.6.3 **Remedies.** Except as provided in section 5.6.4 below, upon the occurrence and continuance of an uncured default, the non-defaulting Party shall, except to the extent limited by an express provision of this Settlement Agreement, be entitled to enforce the provisions and any remedy provided in this Settlement Agreement, at law or in equity, and relief in the nature of injunctive relief,

mandamus, specific performance (if allowed by law against any local government that is a Party) or damages or a combination thereof may be awarded. The remedies available shall include, but not be limited to, ex parte applications for temporary restraining orders, preliminary injunctions and permanent injunctions and actions for specific performance (if allowed by law against any local government that is a Party) of the defaulting Party's obligations and/or damages. All the remedies permitted or available under this Settlement Agreement, at law, by statute or in equity shall be cumulative and not in the alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

5.6.4 **Services Negotiations Default.** Upon the occurrence and continuance of a default under the Services Negotiations provisions, Section 1.10.3, the non-defaulting Party may demand immediate mediation of the default ("**Mediation Demand**"). The non-defaulting Party must schedule mediation to occur within 21 days of the date of the Mediation Demand. Any mediation under this provision must be scheduled with one of the following mediators: Frederick Skillern or Hon. Tom Moorhead. Only if neither of those individuals are available may a Party schedule the mediation with an available mediator at JAMS to be agreed to by the Parties. If the Parties are unable to resolve the alleged default during the mediation, the mediator must make a written determination as to whether the defaulting Party has complied with the Services Negotiations provisions in good faith and/or in a commercially reasonable manner before the conclusion of the mediation. The Parties agree the mediator's determination need not include any rationale or explanation and is final and binding. There shall be no remedy for an alleged default of the Services Negotiation provisions unless the mediator has determined in writing that the defaulting Party has not acted in good faith and/or in a commercially reasonable manner. Each Party shall bear their own costs in connection with the mediation and shall share equally in the costs of the mediator. Any dispute regarding Services Negotiations Default and the Mediation Demand related to the obligations and rights identified in section 1.10 or Section 5.6.4 shall be between The Ridge HOA and the Developer. The Town shall not be a necessary party nor a required party to any dispute resolution between The Ridge HOA and Developer regarding any issue arising under Section 1.10 or Section 5.6.4. Further, in no event shall any dispute regarding any issue arising under Section 1.10 or Section 5.6.4 result in any release of any duty owed by any Party to the Town pursuant to this Settlement Agreement. Should any of the provisions in Section 1.10 or Section 5.6.4 be found to be unenforceable they shall be considered severable from this Settlement Agreement and shall not affect any other rights or obligations of the Parties hereunder.

5.7 **Notice.** All written notices required under this Settlement Agreement shall be in writing and shall be delivered: (i) personally, (ii) by United States Postal Service certified or registered mail, postage prepaid, return receipt requested, or (iii) by a recognized overnight delivery service with tracking capabilities. Any notice must be delivered to the Parties at their respective addresses set forth below their signatures to this Settlement Agreement or to such other address as shall be specified in writing by a Party according to the requirements of this Section. Unless otherwise specified

herein, the date that notice shall be deemed to have been made or delivered shall be: (x) the date of delivery, when delivered personally; (y) the date of written delivery verification from a recognized overnight delivery service; or (z) three business days from the date set forth on the receipt issued to the sending Party by the United States Postal Service if sent by certified or registered mail. CO Lot or the Developer, as the case may be, will also send the notices to the address at which the then fee title owner of a ~~Unit within The Ridge HOA Unit and Units 2 & 7 and the Unplatted Density~~ receives their real property tax statements from San Miguel County or their invoice for assessments from TMVOA. The dates and deadlines set forth in this Settlement Agreement shall be deemed to end on 11:59 p.m. MST on each specific date and deadline.

- 5.8 **No Construction Against Drafter.** The Parties and St. Sophia have cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction to be made of this document, it will not be construed against any of the Parties or St. Sophia.
- 5.9 **Effective Date.** This Settlement Agreement will be effective as of the date of recordation of the Settlement Agreement in the records of the San Miguel County Clerk and Recorder ("**Effective Date**").
- 5.10 **Enforcement.** In the event of any action arising out of or relating to this Settlement Agreement, the prevailing party therein will be entitled to recover reasonable attorney fees and costs incurred, including costs of collection, and interest on any damage award at the statutory rate.
- 5.11 **Invalid Provisions.** If any provision of this Settlement Agreement is held to be illegal, invalid or unenforceable under any present or future laws, such provision will be fully severable, and the remaining provisions will constitute the Parties' and St. Sophia's agreement. This severability provision is material to the Parties with respect to all provisions of this Settlement Agreement which grant access, loading, unloading and parking rights (including but not limited to Section 3.2.1.1) which the Parties agree touch and concern the land and constitute covenants running with the land which are not an unreasonable restraint on alienation.
- 5.12 **Counterpart Execution.** This Settlement Agreement may be signed in multiple counterparts, with notarized signatures transmitted by facsimile or email permitted, and each counterpart when taken with the other executed counterpart will constitute a binding agreement among the Parties and St. Sophia executed as of the Effective Date.
- 5.13 **Successors and Assigns.** It is hereby agreed that the rights and obligations herein in accordance with this Settlement Agreement touch and concern the Core Property. All of the provisions hereof are deemed to be covenants, easements and restrictions running with the land and this Settlement Agreement will benefit and burden and be binding upon the Parties and St. Sophia and upon their heirs, personal representatives, successors and assigns.
- 5.14 **Governing Law.** This Settlement Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado. Any action brought to enforce



this Settlement Agreement or arising out of this Settlement Agreement will be brought in the San Miguel County District Court as the exclusive venue and forum.

- 5.15 **Entire Agreement.** Except as otherwise set forth herein, this Settlement Agreement and the exhibits hereto contains the entire agreement between the Parties and St. Sophia, and embodies and expresses the entire intent of the Parties and St. Sophia regarding the Parties' and St. Sophia's respective rights and obligations related to parking on the Core Property and the parking requirements for the Project, including any payment-in-lieu fees owed to or required by the Town. There are no representations or warranties between the Parties and St. Sophia other than as contained herein. This Settlement Agreement supersedes, merges and replaces the Term Sheet and all prior or contemporaneous understandings, negotiations, offers, promises, representations and agreements between the Parties and St. Sophia or their attorneys to the extent such prior understandings, negotiations and agreements are inconsistent herewith. All exhibits referenced herein and attached hereto shall be deemed to be incorporated into this Settlement Agreement.
- 5.16 **Execution and Recordation of Settlement Agreement.** Each Party shall deliver to LTGC all documents to be executed by each Party and St. Sophia under this Settlement Agreement by personal delivery, facsimile, email or U. S. Mail in accordance with the Receipt and Recording Instructions attached hereto in *Exhibit A*.
- 5.16.1 **Owners, CO Lot and St. Sophia Approvals.** By no later than \_\_\_\_\_, 2019, each Owner, CO Lot and St. Sophia shall deliver to LTGC all documents to be executed by each Owner, CO Lot and St. Sophia under this Settlement Agreement, including their respective signatures pages for this Settlement Agreement and *Exhibits Y and X*.
- 5.16.2 **The Ridge HOA and The Ridge Club Approvals.** By no later than \_\_\_\_\_, 2019, The Ridge HOA and The Ridge Club shall deliver to LTGC all documents to be executed by The Ridge HOA and The Ridge Club under this Settlement Agreement, including their respective signatures pages for this Settlement Agreement and *Exhibit Y*.
- 5.16.3 **Town Approval.** Provided that all documents required under Sections 5.16.1 and 5.16.2 have been timely received by LTGC, the Town shall place the consideration of this Settlement Agreement on the Town Council's agenda for the Town Council meeting to be held of \_\_\_\_\_, 2019. Provided the Town Council approves this Settlement Agreement, the Town shall deliver to LTGC all documents to be executed by the Town by no later than \_\_\_\_\_, 2019, including the Town's signature page for this Settlement Agreement and *Exhibit Y*.
- 5.16.4 **Recordation of Documents by LTGC.** Upon receipt of all fully executed documents required under this Settlement Agreement by \_\_\_\_\_, 2019, including this Settlement Agreement, LTGC shall record the documents in the records of the San Miguel County Clerk and Recorder in accordance with the Receipt and Recording Instructions attached hereto in *Exhibit A*, by no later than \_\_\_\_\_, 2019. If all documents set forth in the Receipt and Recording Instructions are not received by LTGC by \_\_\_\_\_, 2019 LTGC shall

return all documents to the respective Parties and St. Sophia by no later than \_\_\_\_\_, 2019.

**(Signature pages follow)**













UNPLATTED DENSITY OWNERS SIGNATURE PAGE

\_\_\_\_\_

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

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

Its: \_\_\_\_\_

Unit No.: \_\_\_\_\_

By affixing my signature to this Settlement Agreement, I certify that I have read the Settlement Agreement and have had the opportunity to discuss any questions concerning the Settlement Agreement with legal counsel of my choice. My signature affirms my full knowledge, understanding and approval of the Settlement Agreement and expressly authorizes The Ridge HOA Board to carry out its terms on my behalf, providing all notices, executing all documents and taking all actions required or contemplated in this Settlement Agreement, including amending the Declarations and/or Bylaws of The Ridge HOA in accordance with the terms of the Settlement Agreement, all of which will be legally binding on me and my Unplatted Density and/or Units as may be applicable at the time of execution.

STATE OF \_\_\_\_\_

\_\_\_\_\_ ) ss

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2019 by

\_\_\_\_\_

~~WITNESS MY HAND AND OFFICIAL SEAL~~

~~MY COMMISSION EXPIRES: \_\_\_\_\_~~

\_\_\_\_\_

\_\_\_\_\_

Notary Public

**UNIT 2 & 7 OWNER SIGNATURE PAGE**

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

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

Its: \_\_\_\_\_

Unit No.: \_\_\_\_\_

By affixing my signature to this Settlement Agreement, I certify that I have read the Settlement Agreement and have had the opportunity to discuss any questions concerning the Settlement Agreement with legal counsel of my choice. My signature affirms my full knowledge, understanding and approval of the Settlement Agreement and expressly authorizes and grants authority to The Ridge HOA Board to carry out its terms on my behalf and on behalf of my Units, providing all notices, executing all documents and taking all actions required or contemplated in this Settlement Agreement, all of which will be legally binding on me and my Units.

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2019 by  
\_\_\_\_\_.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: \_\_\_\_\_  
\_\_\_\_\_

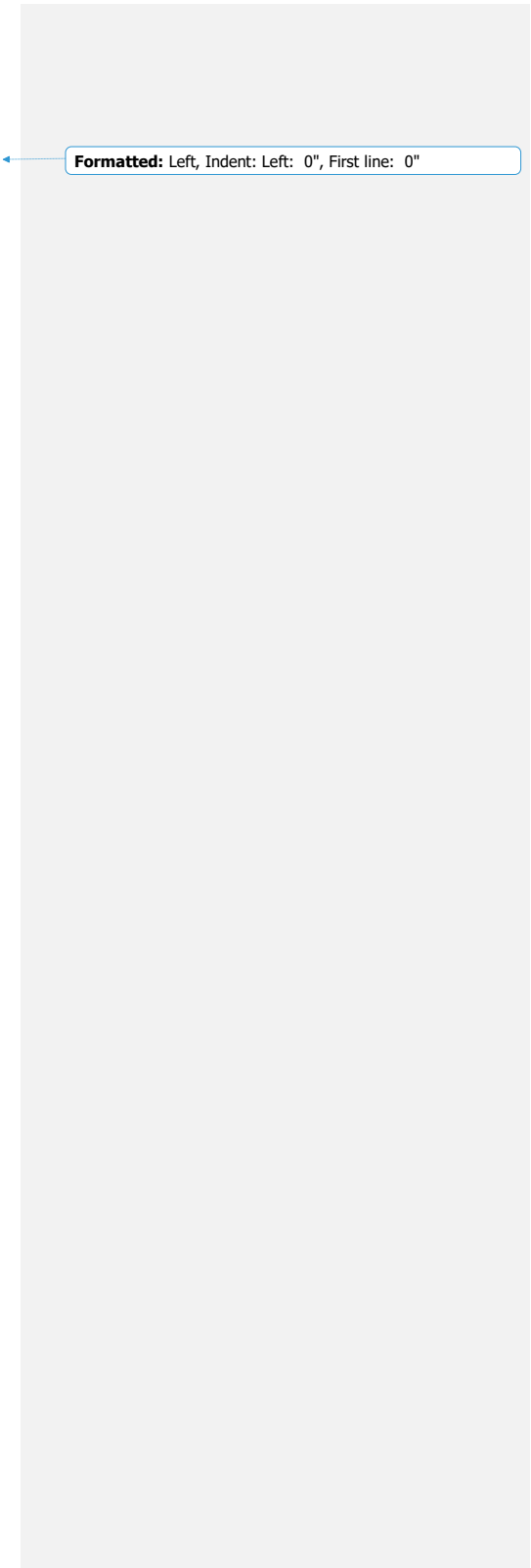
STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2019 by  
\_\_\_\_\_.

WITNESS MY HAND AND OFFICIAL SEAL.

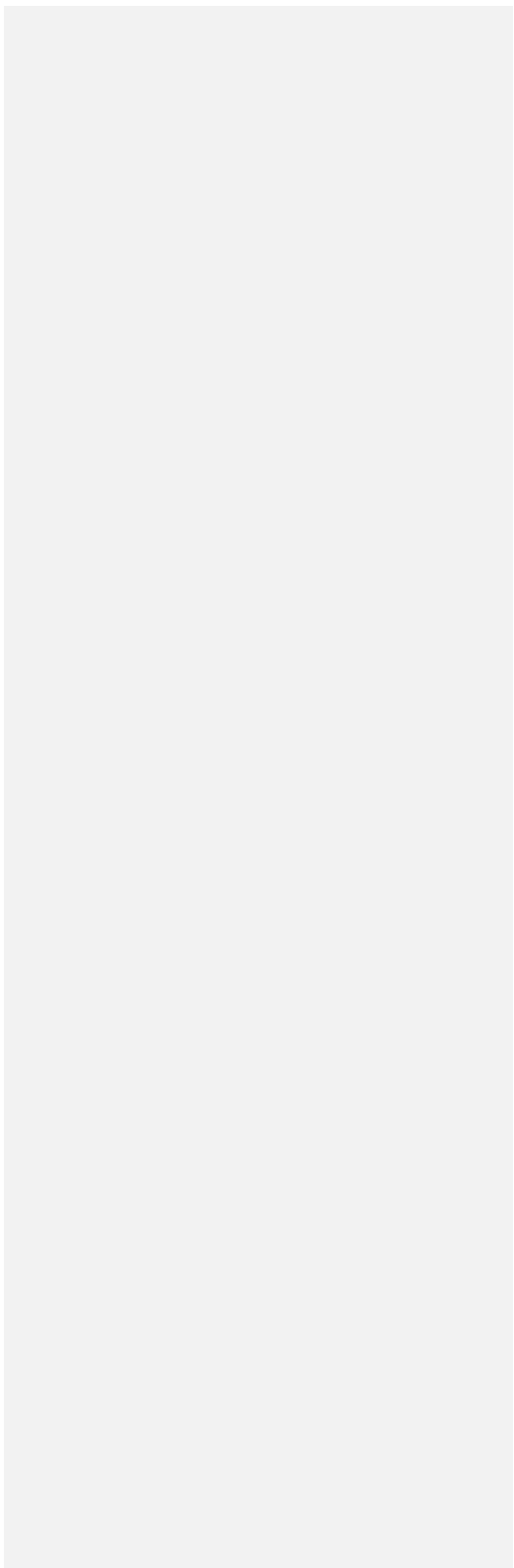
MY COMMISSION EXPIRES: \_\_\_\_\_  
\_\_\_\_\_

| \_\_\_\_\_ Notary Public



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**INDEX**

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**DEFINED TERMS**

2000 Parking Covenant .....	2	Original Declaration.....	3
2001 Parking Covenant .....	2	Owner.....	7
2005 Parking Covenant .....	3	Owners .....	7
Access Easement .....	15	Parking Assurance Covenant.....	2
Additional Services .....	16	Parking Performance Agreement.....	2
Alternative Parking.....	22	Pre-Submittal Notice.....	9
Amended Resolution .....	5	Project .....	1
Application .....	5	Promissory Notes .....	24
CDC.....	9	Replacement Promissory Notes.....	24
CO Lot.....	1	Reservation Agreement.....	8
CO Ridge Lots .....	1	Resolution .....	5
Common Facility.....	14	Resolution Period.....	12
Conway.....	1	Ridge Cabin.....	1
Coonskin.....	1	Ridge Unit Owners .....	6
Core Development.....	5, 23	Right of Purchase.....	14
Core Development HOA .....	18	See Forever.....	1
Core Property .....	1, 8	Separate Facility .....	14
CUP .....	20	<b><u>Service Negotiation Deadline</u></b> .....	17
Declarant.....	18	Services Negotiation .....	16
Deed of Trust .....	4	Settlement Agreement.....	1
Deeded Parking Spaces .....	10	SSS Ranch .....	1
Developer.....	6	St. Sophia .....	1
Early Reservation Deadline .....	9	St. Sophia Litigation .....	4
Eenhoorn.....	1	Standstill Agreement.....	5
Effective Date .....	31	Temporary Parking Permit .....	21
Election Deadline .....	9	Temporary Pre-Construction Parking .....	20
Escrowed Funds .....	8	Term Sheet .....	5
HOA Purchased Parking Space.....	8	Terminated Reservation Agreement .....	10
Horton Trust.....	1	Termination Deadline .....	10
Independent Construction Professional .....	13	Termination of the 2000 Parking Covenant .....	3
Ironhorse.....	1	Termination of the 2001 Parking Covenant .....	3
L. Madala.....	1	The Ridge Club.....	1
Life @ 10,500 .....	1	The Ridge HOA.....	1
Litigation .....	1	The Ridge HOA Declaration .....	3
Longview .....	1	TMVOA .....	1
Lot 1003R-1 Parking Garage .....	22	Town .....	1
Lot 16 .....	1	Unit .....	6
Lot 161C-R .....	1	Units.....	6
Lot 20 .....	1	Units 2 & 7 Owner.....	7
Mediation Demand .....	30	Unplatted Density Owners .....	7
MR 1.81 LLC.....	3	Variance .....	2
Non-Purchasing Owner .....	8		

**EXHIBITS**

<b>EXHIBIT</b>	<b>DESCRIPTION OF EXHIBIT</b>	<b>SECTION</b>	<b>PARTY RESPONSIBLE FOR DRAFTING</b>	<b>STATUS</b>
A	Receipt and Recording Instructions with LTGC	Recital X	SLF	In process with LTGC
B	Map showing area of Core Development where parking spaces can be located	1.1	Faegre	Completed
C	Assignment and Assumption Agreement	1.1	SLF	Drafted, waiting for comments from Town and Ridge
D	Memorandum of Reservation Agreement form	1.4.1	SLF	
<del>E</del>	<del>Notice of Ineligible Density</del>	1.7.1	SLF	
<del>FE</del>	Early Reservation Form of Reservation Agreement	1.7.2	SLF	Drafted, waiting for comments from Town and Ridge.
<del>GF</del>	After Early Reservation form of Reservation Agreement	1.7.3	SLF	Drafted, waiting for comments from Town and Ridge
<del>HG</del>	Ridge HOA Reservation Agreement form	1.7.5	Faegre	
<del>H</del>	Certification of Non-Purchasing Owners	1.7.5	SLF	
<del>I</del>	Notice of Termination of	1.7.7	SLF	

	Reservation Agreement Form			
	CREC Purchase Contract	Attached to Reservation Agreements	SLF	Drafted, waiting for comments from Ridge
<del>K</del> J	Parking Space Deed	1.9	SLF	Ridge to finalize include deed restriction alternate language for HOA owned parking space
<del>L</del> K	Right of Purchase	1.9.1.2	Faegre	
<del>M</del> L	Parking Space Satisfaction and Release	1.9.1.3	SLF	Drafted, waiting for comments from Town and Ridge
<del>N</del> M	Common Facility Satisfaction and Release	1.10.2	SLF	
N	<a href="#">Separate Facility Satisfaction and Release</a>	<a href="#">1.10.3.6</a>	<a href="#">SLF</a>	
O	Election to Eliminate Separate Facility	1.10.3.9	SLF	
P	Temporary Parking Rules and Regulations	2.5	Completed	
Q	Temporary Parking Use Agreement	2.6.2	Completed	
R	Town's liability release form for use of gondola	2.6.3	Town	
S	Replacement Promissory Note \$78,000 Unit 2	4.3.1	Town	
T	Replacement Promissory Note \$52,000 for Unit 7	4.3.2	Town	
U	Replacement Promissory Note	4.3.3	Town	



	\$52,000 Unit C-3			
V	Replacement Promissory Note \$52,000 Eenhoorn	4.3.4	Town	
W	Form of Addendum to Reservation Agreement	4.6	Town	
X	Motion for Dismissal of Claims	5.4	Faegre	
Y	Release and Termination of Covenants	5.5.2	SLF	
Z	Quit Claim Deed from St Sophia to Ridge HOA	5.5.4.3	Faegre	

## MEMORANDUM

**TO:** Mountain Village Town Council  
**FROM:** Karen Guglielmon, Public Works Environmental & Engineering Division Manager  
**DATE:** April 25, 2019  
**SUBJECT:** Telluride Regional Wastewater Treatment Plant Master Plan – Milestones for 2018 and 2019

---

### STATUS OF MILESTONES IDENTIFIED IN 2018

#### Telluride Regional WWTP Master Plan

##### ***Financial Analysis***

Telluride staff successfully completed a Financial Analysis of the TRWWTP that included the Telluride Service Area and Mountain Village to identify how to move forward financially with implementing the TRWWTP Master Plan. The result for Mountain Village was to stay the course on rates for now. The result for the Telluride Service Area was a 70% increase in rates, which brings these rates to about the same as paid in Mountain Village.

**The Flow Path** – The Flow Path identifies and sequences next steps and potential costs for budgeting of the TRWWTP Master Plan implementation through 2030. The Flow Path is updated as time, knowledge and subsequent decision making clarifies potential next steps. A variety of criteria are used for decisions: meet state permit limits, integrate new technologies with the current technology and management systems, contain costs, and implement technologies that can be integrated into future upgrades/iterations. Refer to Attachment 1 for 2018 and 2019 milestones.

##### **Clarifying a Future Site Plan**

Telluride and Mountain Village management continue to meet with representatives from San Miguel Valley Corp to secure an agreement for land acquisition immediately west of the existing facility for future plant expansion.

##### ***Creating a New Sewer District***

Telluride staff presented at a recent intergovernmental (IG) meeting and requested that some elected official(s) step up to champion the exploration of creating Telluride Region Wastewater Sewer District. Unfortunately, to date, no one has accepted the challenge. The goal is to have a Task Force in place by late fall 2019.

##### ***Creation of the TRWWTP Tech Team***

The TRWWTP Tech Team was formed in 2018 to address day-to-day technical questions and decisions for moving forward to implement Master Plan technology and maintenance milestones. The team consists of engineering staff from Telluride, wastewater staff from the wastewater plant, Public Works staff from Mountain Village, and utility staff from Aldasoro Ranch. Typically, the team meets weekly.

## **Colorado Department of Public Health & Environment (CDPHE)**

### ***CDPS Permit Renewal Application***

As expected in May 2018, CDPHE did issue an Administrative Continuance of the existing CDPS Permit, due to their extensive permit review and re-issuance backlog. It is unclear when a new permit will be issued for the facility. This does not impact Master Plan Implementation.

### ***Nutrients***

Vranesh & Raisch Telluride staff continue to represent the TRWWTP, among many other municipalities, at the numerous CDPHE meetings regarding potential changes to Regulation 22. Regulation 22 applies to all aspects of wastewater treatment and collection system permitting. While recommendations for changes to the regulation will not likely be implemented for several years, it is important for staff to be up to speed considering the long timeline for TRWWTP improvements.

### ***Temperature***

In 2018, Telluride staff worked cooperatively with the San Miguel Watershed Coalition and the Mountain Studies Institute on a comprehensive data collection and analysis effort on temperature throughout the San Miguel River both upstream and downstream of the TRWWTP discharge. These data will provide multiple years of information to help inform the need to respond to likely future regulation of instream temperature. The first full year of data were analyzed at the end of 2018.

### ***San Miguel River Flow***

Resource Engineering and Telluride staff continued to collect and analyze data generated by the (relatively) new flow gage on the San Miguel River upstream from the TRWWTP discharge point. This flow gage was installed and has been operating since in 2016. Site specific flow data are essential to ensuring that future discharge permits use flow data that are representative of the reach into which the TRWWTP discharges. A minimum of 10 years of site-specific flow data are required before the minimum flows that are used to calculate discharge permit limits can be modified.

## **Biosolids Management Improvements**

### ***❖ Biosolids Thickening/Dewatering Technology Selection & Design***

- Telluride staff conducted multiple demonstrations of a variety of dewatering screw presses during 2018 to determine whether screw press technology would dewater the TRWWTP biosolids stream sufficiently for hauling in a trailer rather than a tanker and for potentially hauling to a landfill. That is, the biosolids would have to pass a “paint test”.
- Telluride staff determined to work “in-house” with contractor support to design, permit, purchase, and install the equipment needed to dewater and haul biosolids.

### ***Beneficial reuse of biosolids with 3xM Grinding in Olathe***

An agreement is in place with 3XM to send biosolids for composting to reuse in the region. Unfortunately, the timeline to construct the new facility has been pushed back. Plan B is to haul the dewatered biosolids to Broad Canyon Landfill until the composting facility is operating.

### ***CleanB Biosolids Treatment System***

Telluride staff completed the pilot test of the *CleanB* technology to determine whether it would work as a bridge solution for biosolids management over the next 3-6 years. *CleanB* did not provide the benefits anticipated, and did exhibit several drawbacks specific to operating in a remote location like Telluride. As a result, this technology is no longer on the table.



## **Supplemental Oxygen to the Oxidation Ditches**

Supplemental oxygen permitting and design was not completed in 2018 as intended. Instead, a 3-month long pilot study for supplying supplemental liquid oxygen to the oxidation ditches was conducted from July through September. The study demonstrated that the oxidation ditches, as currently configured, with supplemental oxygen could handle organic loads 60% greater than their current rating while continuing to meet plant effluent limits. However, additional pilot testing throughout the highest impact festival events or other peak loading events would be needed to evaluate the full potential of the liquid oxygen system. As well, a reliable liquid oxygen supplier for Telluride proved challenging to find, and at significantly higher unit costs because of the very long hauling distances for the product. As a result, a supplemental liquid oxygen system will not be installed within the next 2 years. A copy of the Pilot Test Report is available electronically upon request.

As an aside, TRWWTP staff has been successful at removing accumulated sediments in the oxidation ditches that decreased available space in the ditches, which has improved ditch performance. This success has shifted the priority of implementing a temporary solution for increasing oxidation ditch capacity back in time.

## **Reducing Influent/Effluent Copper Concentrations**

In late 2017, with assistance and guidance from Vranesh & Raisch and Stantec, Telluride staff submitted a Permit Modification Request to CDPHE for copper. Response from CDPHE was mixed: They denied modification of the permit limit of 10 µg/L potentially dissolved copper 2-year rolling average, but extended the compliance date to 2022. This means that the TRWWTP effluent potentially dissolved copper must be at or below 10 µg/L starting January 2020. Identified activities to lower copper concentrations from sources identified in the Master Plan are as follows:

### ***Source of Copper: Tap Water***

1. Telluride's anti-corrosion control program in its drinking water distribution system has reduced effluent copper concentrations considerably, but not enough to bring the TRWWTP into compliance with the upcoming limit. Therefore, wastewater staff has been working with Mountain Village staff and Aldasoro Ranch staff to also implement anti-corrosion programs in their water distribution system. Mountain Village's program is set to be implemented in the next month or so. Aldasoro is working on feasibility.
2. By the end of 2018, Telluride, Mountain Village, and Aldasoro had each changed their water service line material specification from copper to PureCore (i.e., plastic).

### ***Source of Copper: Boiler Maintenance Drain Water***

Not yet implemented.

### ***Source of Copper: Septage***

The TRWWTP developed a Septage Receiving Policy, which was approved by the Telluride Town Council in early 2019. (See attachment 2.) Additional testing of septic waste is needed in 2019 to help better characterize copper concentrations and other parameters of interest.

## 2019 MILESTONES

### ❖ Biosolids Management Improvements

#### *Permit, Install, and Operate a new Biosolids Dewatering & Hauling System*

*Aerobic Digester Pilot Test* for supplemental oxygen delivery via fine bubble diffusers to increase treatment capacity

### Influent/Effluent Copper Concentrations

#### *MV Anti-corrosion Program*

Implement drinking water anti-corrosion program in Mountain Village and determine its impacts on influent and effluent concentrations of copper at the TRWWTP.

#### *Aldasoro Anti-corrosion Program*

If feasible, implement drinking water anti-corrosion program in Aldasoro Ranch and determine its impacts on influent and effluent concentrations of copper at the TRWWTP.

### Telluride Regional WWTP Master Plan

#### *2019 Telluride Ballot Question on TRWWTP Bond*

#### **The Flow Path**

As new information about the TRWWTP itself and new technologies come to market and are implemented by other WWTPs, clarify and refine the future projections and timelines through 2030.

#### **TRWWTP Site Expansion**

Management will continue to meet with representatives from San Miguel Valley Corp to secure an agreement for land acquisition immediately west of the existing facility for future plant expansion.

#### *Create a New Sewer District*

Telluride staff will continue to seek a champion to lead exploration of creating Telluride Region Wastewater Sewer District. Ideally, a Task Force or Advisory Group will be established by the end of 2019.

### Colorado Department of Public Health & Environment (CDPHE)

#### *New CDPS Permit Issuance?*

#### *Nutrients*

Vranesh & Raisch will continue to represent at the numerous Regulation 22 meetings.

#### *Temperature*

Telluride staff, the San Miguel Watershed Coalition, and the Mountain Studies Institute will continue in-stream temperature monitoring along the San Miguel River to prepare for likely future regulation.

#### *San Miguel River Flow Monitoring*

**ATTACHMENT 1: The Flow Path, as modified in 2019**



	<b>2018</b>	<b>2019</b>
<b>Admin Tasks</b>	1 Financial Analysis (1st Qtr) \$ 65,000	1 Bond for TRWWTP Upgrade TOT mgmt
	2 Public Outreach in house	2 Public Outreach in house
	3 New CDPS Permit (May 15) \$ -	<del>3 SMC Dev Permit - Suppl O<sub>2</sub></del> in house
	5 CDPHE Apprvl Suppl O <sub>2</sub> Design \$ -	<del>4 SMC Dev Permit - Septage Hldg</del> in house
	6 Land Acquisition Agreement ?	5 CDPHE Apprvl Septage Hldg <del>\$ 8,000</del>
	7 New Septage Receiving Policy in house	6 Dewatering/Thickening Bid/Selection/Contracting <del>\$ 2,500</del> in house
	8 Stantec PM & OH \$ 30,000	8 Contracting Support <del>\$ 100,000</del> \$ 200,000
	9 CH2M/Jacobs \$ 115,000	14 Copper Compliance \$ -
	10 IPP Agreement - TBC \$ 5,000	
	11 IPP Agreement - TellTire \$ -	
	12 IPP Agreement - StrongHsBrw \$ 1,000	
	14 Copper Compliance? \$ -	
	<b>\$ 216,000</b>	<b>\$ 200,000</b>
	<b>BIOSOLID</b>	1 CleanB Pilot Lease \$ 28,000
2 Purchase CleanB? \$ -		1 Biosolids Landfill Costs \$ 50,000
3 Dewatering/Thickening Selection&Design \$ 200,000		<del>3 Dewatering/Thickening Construction \$ 3,000,000</del>
4 Biosolids Compost - 3XM \$ 65,000		\$ 1,550,000
<b>\$ 293,000</b>	<b>\$ 1,550,000</b>	
<b>LIQUID STREAM</b>	1 Supplemental O <sub>2</sub> Pilot Oxidation Ditches \$ 105,000	<del>1 Supplemental O<sub>2</sub> Install \$ 800,000</del>
		2 Supplemental O <sub>2</sub> Pilot Aerobic Digesters \$ 100,000
		3 Various Repairs (i.e., headworks) \$ 200,000
<b>\$ 105,000</b>	<b>\$ 100,000</b>	
<b>\$ 614,000</b>	<b>\$ 1,850,000</b>	

**ATTACHMENT 2: TRWWTP's New Septage Receiving Policy**

# TRWWTP SEPTAGE POLICY

## Overview

The TRWWTP has been receiving septage and raw sewage for many years and would like to continue to do so into the future. We are working diligently to try to ensure that our region can continue to be served, however, this privilege may not always be extended due to increasing constraints on the system due to local growth, events, and new regulations.

The TRWWTP received approximately 230,000 gallons of septage in 2015, and slightly more in 2018. Portable toilet waste from festivals, as well as port-o-potty and RV waste are considered septage, as is the waste pumped from domestic septic tanks. As a high strength waste, septage and raw sewage can shock load the plant and upset plant performance. Haulers discharge into a manhole just outside the plant, which is connected directly to the treatment works with no attenuation of flows. It therefore helps plant operations to plan ahead so they can control how and when septage is discharged to the plant headworks. The Operating Guidelines below will help to do this until such time as a septage receiving station is constructed. So please, help us continue to serve you.

## Operating Guidelines

### Mandatory Call to the TRWWTP Prior to Dumping – 970.728.6075

Septic Haulers MUST call the TRWWTP prior to dumping. This will (1) Ensure that someone is on site to gather fees; (2) ensure oversight compliance; and (3) circumvent any problems that might occur if the plant is not operating well at the time proposed, and/or enable sufficient time for plant operators to “prepare the plant” for a septage dump.

### Black Out Dates

The following dates are typically problematic for the TRWWTP to accept septage due to events in the immediate region:

June 15 through July 5.

December 20 through January 10

\*Emergency situations can typically be accommodated. Please call first.

### Fees (2019)

The cost-of-service of the 2019 WWTP Financial Analysis indicated that the septics cost approximately \$0.13 per gallon to treat. In response, the 2019 Fee Schedule raised the cost of dumping domestic wastewater from septic tanks from \$0.10 per gallon to \$0.15 per gallon. Septic Haulers, Port-o-John Operators, and RV owners should anticipate annual fee increases that mirror the increase that regular rate payers are experiencing.

RV Dump Fees .....	FREE
Tour Bus Dump Fees .....	FREE
Septic Truck & Raw Sewage Dump Fees ...	\$0.15/gallon
Port-o-potty Haul Companies .....	\$50/month/company



April 17, 2019

# TRWWTP Master Plan IMPLEMENTATION UPDATE



185



# Today's Focus

Provide an update on the Telluride  
Regional Wastewater Treatment Plant  
Master Plan and its Implementation

# Drivers for WWTP Improvements

## 1. AGING INFRASTRUCTURE

- TRWWTP Phase 1 went on line around 1987
- Phase 2 went online around 1993
- Phase 3, 2001

## 2. CAPACITY LIMITS

- Winter and summer visitor peaks bring us close to TRWWTP organics limits
- Basic regional population growth (estimated at 1.5% per year)

## 3. STRICTER DISCHARGE PERMIT LIMITS FROM CDPHE

- Metals (2017)
- Nutrients (2027)
- Emerging contaminants of concern: temperature, pharmaceuticals, etc. (time uncertain ?)



# THE TIMELINE

## Master Plan Initiation

- ✓ TMV & TOT discuss need for Master Plan
- ✓ RFP, Contractor selection - Stantec, Contracting
- ✓ Data collection, initial analysis
- ✓ Weekly Team meetings
- ✓ November update to councils

## Implement Immediate Improvements

- ✓ Financing considerations & rate structure assessment
- ✓ Oxidation ditch maintenance\*
- Copper compliance (ongoing)
- ✓ Biosolids management\*
- ✓ Supplemental oxygen to ditches to increase capacity (Pilot Study)
- Industrial Pretreatment Program, including Hauled Waste (ongoing)

## Implement Long-term Modifications

- Financing
- Construction
- CDPHE Permitting
- Rate structure assessment

2016

2017

2018

2019 - 2022

2023 - 2027

2027 - ???

## Master Plan Development

- ✓ Weekly Team meetings
- ✓ Technology research
- ✓ Vendor contacts
- ✓ Visits to Eagle-Vail Sanitation District and to Fruita WWTP
- ✓ June presentation to councils
- ✓ Immediate-need projects implementation

## Implement Near-term Improvements

- Biosolids Dewatering & Hauling/Disposal Modifications
- Financing considerations (e.g., rates, debt)
- Aerobic Digester Capacity Increase or new technology
- Oxidation Ditch Capacity Increase or new technology
- Septage, Industrial Pretreatment, Boiler Maintenance Policy

A lot a work is happening ...





# QUESTIONS & DISCUSSION



190



## **SOUTHWEST BASINS ROUNDTABLE UPDATE**

*Presented by Karen Guglielmon, San Miguel County Municipal Representative to Southwest Basin Roundtable since January 2016*

### **COLORADO RIVER BASIN DROUGHT CONTINGENCY PLANNING**

Native flows in the Colorado River Basin have fallen by about 18 percent since the current drought began in 2000. A recent paper in the journal *Water Resources Research* found that about one-third of that reduction is due to the higher temperatures brought by climate change. Increased sublimation, more water absorbed by plants, and a longer growing season have decreased Colorado River runoff by about 4 percent for every degree Fahrenheit of warming in the basin. The anticipated 5 degrees Fahrenheit of warming by mid-century, could reduce Colorado River flows by 20 percent below the 20<sup>th</sup> century average, and flows could be 30 percent lower by later in the century if warming continues and precipitation stays the same. Modelers are much less certain about changes in precipitation than about changes in temperature. This rather dire prediction about increased temperatures and decreased water supply has spurred the state of Colorado and all states that rely on the Colorado River to start planning.

- ***Drought Policies***

The Colorado Water Conservation Board (CWCB) adopted a new statewide drought policy in November 2018. The policy encourages that any potential efforts to reduce water use among in-state Colorado River users to help protect Lake Powell would be voluntary, temporary, and compensated. The policy also prioritizes the concept that any mandatory water cutbacks would be implemented equally among East Slope urban and West Slope rural water users. The adopted policy was a critical step in allowing Colorado to joining the other upper basin states in a shared Drought Contingency Plan, which was approved in December 2019 and designed to stave off mandatory water cutbacks on the drought-stricken Colorado River. [NOTE: **Wyoming**, **Colorado**, **Utah** and **New Mexico** are Upper Basin states. **California**, **Arizona** and **Nevada** as the Lower Basin states.] The U.S. Congress approved the plan on April 8, 2019, and the President signed the bill on April 16, 2019, securing Mexico's participation, as well.

- ***SWBR Risk Assessment Modeling to Develop Management Strategies***

The Colorado River Water Conservation District has been connecting Colorado's water resource model (CDSS, Colorado Decision Support System) with the hydrologic model for Lake Powell to facilitate analyses and comparisons for various water management strategies in the Upper Colorado Basin. The first stage has been to analyze the current level of risk of mandatory curtailments to water use in the Upper Basin triggered by low volumes in Lake Powell. The finding to date is that the risk is low, but the consequences are high. One strategy being explored is voluntary, temporary, and compensated water banking.

### **COLORADO WATER PLAN UPDATE**

The Colorado Water Plan (CWP, 2015) is a "roadmap that leads to a productive economy, vibrant and sustainable cities, productive agriculture, a strong environment, and a robust recreation industry. It sets forth the measurable objectives, goals, and actions by which Colorado will address its projected future water needs and measure its progress by working collaboratively with 9 basin roundtables, local

governments, water providers, other stakeholders, and the general public. It includes a set of policies and actions that all Coloradans and their elected officials can support and help implement.”

The CWP is not a static document, it is iterative. Therefore, the data and analyses that were used to support the original CWP are being updated. The process for completing this update is transparent and collaborative and is intended to streamline some of the initial efforts at the ground level. For example, each of 9 basins in Colorado developed Basin Implementation Plans that included “IPPs”, which are simply lists of water projects that were identified. Efforts are underway to update this list, so the **municipalities in San Miguel County (and San Miguel County) should start to think now about the water projects that will be needed in the future and provide me with a list to bring to the Roundtable.**



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To: Town Council

From: Bill Kight, communications and business development director

For: Meeting, April 25, 2019

Date: April 18, 2019

Re: Consideration for a Mountain Village Business Development Advisory Committee

---

This memo is in support of creating a Business Development Advisory Committee in 2019 to assist the Business Development Department and Mountain Village Town Council in their efforts to enhance and improve the business climate and economy in the Town of Mountain Village. Considerations include:

- Adoption & Approval of Bylaws
- Appointment of Committee Members

The purpose of this committee is to create dialogue and to advise on a strategic economic development plan for the Town of Mountain Village from policies contained in the Comprehensive Plan and implement the actions of such plan as resources allow.

Attached to the memo are bylaws for the Mountain Village Business Development Advisory Committee. The goal of the Committee will be to advise and make recommendations to the Mountain Village Business Development Department and Town Council on matters related to economic development which include but are not limited to economic development incentives through state and town resources, current business climate, business attraction and retention, marketing opportunities, and other initiatives that may promote economic development.

The Committee shall assist with providing input and expertise on ways to encourage and help businesses and individuals to invest in the Town, create jobs, and increase the tax base, which ultimately leads to a better quality of life for community residents.

The attached bylaws will need to be approved by Town Council with Committee appointment. The Committee would immediately begin its task upon completion.

To quote our Mountain Village Comprehensive Plan (Comprehensive Plan) “Mountain Village is a great place to live, work and visit. Mountain Village’s diverse, yet cohesive, community supports families and individuals by providing a stable year-round economy, high-quality educational facilities and programs, a broad range of community services, and a responsive government.”



The mission & vision of the Business Development Advisory Committee is to position the Town as a premier stakeholder for strengthening Mountain Village's economy by promoting the highest standards of knowledge and skill for staff & local professionals, educating local leaders about the realities of economic growth, enhancing existing businesses, and advocating public policies that enhance economic opportunity for all community members.

#### **BUSINESS DEVELOPMENT ACCOMPLISHMENTS YEAR-TO-DATE**

1. Town wayfinding to promote a higher quality visitor experience, enhance existing and new traffic patterns, adding business directories, reduce visual clutter, and create a unified sign program to complement future planning goals of the Town of Mountain Village's Comprehensive plans.
2. Mountain Village funds the Colorado Small Business Development Center (SBDC) at \$2,500 annually through the Communications & Business Development budget. An invaluable service offered by the SBDC is free to access to one-on-one business consulting and low-cost business training. I look to increase this funding in 2019 to enhance our program reach to our local community.
3. As a board member of the Small Business Resource Center Committee (SBRC) under Region 10, I have attended meetings, workshops and classes about the creation of a business curriculum for new and existing businesses seeking business assistance and consulting in the region.
4. Hired a Community Engagement and Business Development Coordinator
5. Facilitated a partnership with Telluride Ski Resort to provide enhanced guest services to the town for both summer and winter seasons to provide more staff resources and a consistent brand message for both summer and winter activities and guest experiences.
6. Our Department has provided one-on-one outreach to the local businesses for marketing and PR support to enhance their business promotion.
7. Our department has concluded a local business audit for an online, digital and social media footprint to help lead a town-led initiative to improve their digital & online presence, as well as the towns.
8. Mountain Village Center wayfinding business directories and online maps completed enhancing local business outreach.
9. Help TMVOA promote their Mountain Village Merchant meetings to allow more business engagement across the community as a resource for local businesses.
10. Town sponsored an Entrepreneurship Workshop this fall in partnership with the Southwest Innovation Corridor, Telluride Venture Accelerator, Startup Colorado, and CU LEEDS School of Business.
11. Attended several meetings with the Montezuma Community Economic Development Association

12. Attended the Region 9 and Southwest Colorado Small Business Development Center presentation in Rico.
13. Attended the Region 9 Annual luncheon in Durango.
14. Acting member of the Economic Development Council of Colorado.
15. Acting member of Downtown Colorado, Inc., a membership association committed to building better communities by providing assistance to Colorado downtowns, commercial districts and town centers.
16. Presented an educational forum at Region 10's Business corridor in Montrose, CO.

### **CURRENT PROJECTS IN 2019**

1. Creating a business resource guide & program to foster new business with the objective of vitality and sustainability by creating a business incentive resource package to encourage economic development, business expansion and job creation.
2. Proposal for economic development incentives, including waivers, refunds and abatements of fees, charges and sales taxes associated with land development and building activities.
  - a. Proposal for permit waivers
  - b. Proposal for utility waivers based on incentive
3. Proposal to create a local business incentive funding program to implement community engagement events to educate business owners with initiatives that leverage town-led business programming, and digital content to help strengthen the Town of Mountain Village as a community and business-friendly institution providing tools used to promote their amenities, events, programs, and satellite (pop-up) business installations.
4. The creation of a Lunch & Learn program for educational lectures, enhanced resources to existing businesses through online and digital media, the creation of a comprehensive online business directory for added exposure through a digital footprint, and a business marketing summit lead by a team of experts.
5. Business Directory Improvements (Ongoing)
6. Create a merchant business directory database (ongoing)
7. New Website Enhancements to provide business resource webpages (Ongoing)
8. New Website Enhancements to provide dedicated business web pages adding promotional opportunities for all Mountain Village Center merchants (Ongoing)
9. Adding local businesses to google and apple maps for business identification.
10. Digital marketing summit for merchants' schedules for late May 2019
11. Wayfinding (Ongoing)
12. Proposal to create a brand identity with the rebranding of our town logo, and mission statement to access new markets and foster future economic interest with a regional and national reach.
13. Fiber to home initiatives led by PR and marketing campaigns to foster economic development.
14. Working on new business and recreation mapping for our community.

15. Creating a local business email and social media marketing campaign(s) to promote all local business entities through targeted promotions.
16. Attending the Western Colorado Economic Summit April 19, 2019
17. Attending the Colorado Downtown Streets Workshop April 22, 2019



**BYLAWS**  
**Mountain Village Business Development Advisory Committee**

**ARTICLE I**  
**FORMATION**

**Creation and Name.** The name of this Committee, organized by the Town of Mountain Village (“Town”), shall be the Mountain Village Business Development Advisory Committee (“BDAC”), which BDAC is authorized by Town Council to perform the tasks set forth herein. The BDAC shall not have any binding authority on the Town or Town Council and its scope of rights to provide non-binding recommendations shall be limited as specifically set forth herein.

**ARTICLE II**  
**DUTIES AND RESPONSIBILITIES**

**Duties and Responsibilities.** BDAC shall advise and make recommendations to Town Council on matters related to economic development which include but are not limited to economic development incentives through state and town resources, current business climate, business attraction and retention, marketing opportunities, and other initiatives that may promote economic development.

The Committee shall assist with providing input and expertise on ways to encourage and help businesses and individuals to invest in the Town, create jobs, and increase the tax base, which ultimately leads to a better quality of life for community residents, businesses and visitors.

**The charge to the committee is to provide the following:**

- Work in a coordinated fashion, respect all points-of-view and, in carrying out its duties and tasks, shall adhere to the town’s comprehensive plan as well as the values and mission of the Town of Mountain Village.
- To provide a means for dialogue between the Town and community stakeholders.
- Be knowledgeable local business, financial, or development related individuals that have unique insights on the best ways to promote continued investment in the Town of Mountain Village.
- Review and understand the Town’s current economic development incentives.
- Advise on other tools that could be used to encourage economic development opportunities.

- To promote intergovernmental and public/private cooperation on business development policies
- To research and apply for grants that would benefit the Town's incentives
- Annually set goals and measures
- Annual budget development beginning for 2020 subject to review and approval by the Town Council
- Public outreach

### **ARTICLE III MEMBERSHIP**

**Appointments.** The Committee shall consist of no less than five members, each of whom shall be appointed by Town Council and reflect the following membership:

- Two Councilors
- A Town Business Development staff representative
- A Town Planning and Building staff representative
- One member of Telluride Mountain Village Owners Association (TMVOA)

**Purpose.** The responsibilities of the Committee members are outlined in Article II. Town Council may add additional tasks at their discretion.

**Term.** Committee members shall serve for two years and three years as follows:

- One Council member and one merchant shall serve two-year terms.
- One Council member, and the TMVOA representatives shall serve three-year terms.
- All Town staff shall serve three-year terms.

**Replacement.** Upon the vacation of a Committee member seat, the replacement Committee member(s) shall be appointed by the Town Council following the same process as the original appointment set forth in Article III, Section 1 above.

**Removal.** A Committee member may be removed from the Committee by a majority vote of Town Council, for good cause only. The Committee Chairperson may, but need not, request that Town Council remove a Committee member who is absent from 50% of the regularly scheduled meetings within a 12-month period.

## **ARTICLE IV ORGANIZATION**

**Officers.** The Business Development staff representative shall act as Committee Chairperson. The Chairperson shall preside at all meetings of the Committee and shall perform all duties usually incident to the office of Chairperson and such other duties as may be assigned to him or her from time-to-time by the Committee, in accordance with these Bylaws.

## **ARTICLE V MEETINGS**

**Regular Meeting.** The schedule for Committee meetings shall be as follows:

- The first meeting of the Committee shall occur within 30 days of the Committee members' appointment.
- The Committee shall meet at least quarterly.
- Meeting dates shall be set and scheduled by the Committee, as set forth above. Attendance by Committee members at any meeting shall be in person or by telephone conference call where all parties can hear each other.

**Special Meetings.** The Committee shall be permitted to call Special Meetings as needed.

**Order of Business.** At regular meetings of the Committee, the following outline presents the recommended order of business:

- Approval of the minutes of last meeting
- Old business
- New business
- Adjourn

**Voting.** When a motion for vote is made at any Committee meeting, all regular members of the Committee shall vote either by voice or roll call vote. A roll call vote shall be conducted upon the request of a regular member of the Committee or at the discretion of the presiding officer. Any action requiring a vote shall be decided by a simple majority of those Committee members in attendance at any duly convened meeting with a quorum. Any vote of the Committee is intended only to provide a means of creating nonbinding recommendations to the Town Council for consideration.

**Quorum.** A majority of the Committee members shall be necessary to constitute a quorum for the transaction of business.



**Rules of Order.** Unless otherwise specified in these Bylaws, the Committee will follow procedures outlined in Robert's Rules of Order, Newly Revised.

**Agenda.** Town Staff shall prepare the agenda and shall distribute no less than five calendar days in advance of any scheduled meeting. Other items of the agenda shall include, but not be limited to, disposition of minutes of the previous meeting and of any intervening special meetings, committee reports, as well as old and new business.

## **ARTICLE VI MISCELLANEOUS**

**Authority.** The authority of the Committee and its members shall be limited as to the express purposes and authority granted herein and shall not be expanded outside the scope of authority necessary to carry out these Bylaws and the Business Development Advisory Committee approved Mission Statement and Goals. The Committee has no authority to bind the Town, Town Staff or the Town Council and its sole purpose is to make non-binding recommendations as set forth herein.

The Committee shall be subject to all rules and regulations of the Town include the Town's Charter and Code of Ethics.

**Amendment.** These Bylaws shall not be amended, except by the majority vote of the Town Council at a duly noticed Town Council meeting.

Adopted and Approved by the Town Council at a public hearing held on April 25, 2019.

**Town of Mountain Village, Town Council**

By: \_\_\_\_\_  
Laila Benitez, Mayor

**Attest:**

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

Approved as to Form:

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





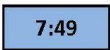

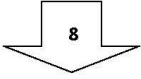


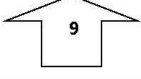
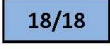
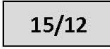
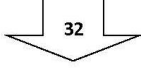

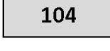


## Mountain Village Police Department Semi-annual Report to Town Council *WINTER: October 2018 through March 2019*

### SUMMARY

- Overall service calls are up **9%** from the prior winter season
- Sworn staff attended Peace Officer Standards and Training (POST) mandated yearly inservice training
- Staffing changes included hiring three patrol officers and losing one
- **10** contracting/overtime shifts and **5** shifts covered by administration
  - Held one Coffee with a Cop event (October 2018) to foster community relations and create interaction outside of the crisis situations that typically bring law enforcement officers and community members together
- Staff performance included no complaints regarding performance issues or contact concerns
- A Sworn Officer and a Community Services Officer attended 40 Hour Crisis Intervention Training
- Significant criminal investigation, assistance from Colorado Springs PD

### KEY SUMMARY POINTS

	<u>CHANGE</u>	<u>OCT '18- MAR '19</u>	<u>Oct '17- MAR '18</u>	<u>KEY POINTS</u>
Calls for Service	 171	 2214	 2043	<ul style="list-style-type: none"> <li>▪ 9% increase in overall calls from Winter '17-'18 to Winter '18-'19</li> <li>▪ Increase attributed to increased dispatched calls (24% increase) and proactive services</li> <li>▪ 911 calls and radio calls statistically insignificant, so not referenced</li> <li>▪ Officer initiated calls decrease attributed to staffing shortages and training new hires</li> </ul>
Avg Response Time (mins)	 00:22	 7:49	 7:27	<ul style="list-style-type: none"> <li>▪ Negligible increase; however, goal achieved</li> <li>▪ Change likely due to short period of decreased staffing and training new hires</li> </ul>
Investigations	 8	 119	 127	<ul style="list-style-type: none"> <li>▪ Investigations (case reports) decreased</li> <li>▪ Decrease due to no longer pulling case number for traffic stops</li> </ul>
Arrests	 9	 18/18	 15/12	<ul style="list-style-type: none"> <li>▪ 25% increase in overall arrests</li> <li>▪ Increase attributed to domestic violence related arrests / incidents (18 vs. 3)</li> </ul>
Traffic Contacts	 32	 72	 104	<ul style="list-style-type: none"> <li>▪ Traffic contacts / violations are proactively enforced through an educate, warn, and cite philosophy</li> <li>▪ Decrease likely due to short period of decreased staffing and training new hires             <ul style="list-style-type: none"> <li>▪ Specific loss of officer who generated a significant number of traffic contacts</li> </ul> </li> </ul>



## **POLICE DEPARTMENT MISSION**

*The delivery of quality service, both timely and courteous, shall be the mandate that guides the members of the Mountain Village Police Department, always with the intent of solving problems for those who ask for assistance. The Mountain Village Police pledge is to embrace all the citizens in solving problems, both routine to law enforcement and those unique to the community. Mountain Village Police will solicit citizen input, ideas and guidance, for it is only through this relationship that we truly meet or exceed their needs.*

## **DEPARTMENT GOALS**

- Maintain a high level of public trust and confidence with the community
- Maintain a high level of visibility while on pro-active police patrols
- Maintain a high level of community oriented policing by conducting quality foot patrols
- Respond to calls for service in a courteous, professional, and timely manner

## **PERFORMANCE MEASURES**

- Citizen engagement that is generated from MVPD community outreach
- Officers patrol by vehicle no less than 30 miles per shift, all roads patrolled as least once per 10 hour shift
- Officers patrol the business areas on foot an average of 2 hours per shift
- Calls for service are handled within 8 minutes of origination with generation of minimal complaints

## **PERFORMANCE REPORT**

### **A. Regularly scheduled community events**

We have initiated varying community engagements (National Night Out, Coffee with a Cop, Foot Patrols) allowing citizen input relating to performance feedback.

### **B. Patrol no less than 30 miles per shift**

Staff performance exceeded the expectation with a six-month **average of 36.5 miles** per shift.

- *Reference Appendix "A" Chart 1.*

### **C. Patrol on foot as average of 2 hours per shift**

Foot patrols in the core areas met our goal in the season reflecting slight decreases from last year.

- *Reference Appendix "A" Chart 2.*

### **D. Calls for service, within 8 minutes**

MVPD average response time this reporting period is **7 minutes 49 seconds** from the time an officer receives the call from dispatch until the officer arrives on scene. Last season this was **7 minutes 27 seconds**. This reported response time is for criminal activity and priority response calls; other calls for service response may be extended depending on officer availability and the type of call. MVPD experienced no complaints on response time for service calls.

### **E. Call Volume**

Steady reporting trends in cases requiring investigations. This period MVPD received **2,214** calls for service as compared to **2,043** the same reporting period last year. Variations reflect staffing changes, training new officers, and losing one along with shift coverages by Chief, Deputy Chief, and contracted officer.

## F. Call Types and Categories

Every call was tracked by the type of service request and segregated into categories of Protect and Service.

- Protect encompasses 26 categories that include criminal investigations that often are violations of state, county, and municipal laws.
  - *Reference Appendix "A" Chart 3.*
- Service categories include a larger portion of Community Oriented Policing activities; administrative services (fingerprinting), assisting other agencies (police, medical, and fire), animal problems, motorist/citizen assists, and civil matters that encompass 23 types of service.
  - *Reference Appendix "A" Chart 4.*

## LAW ENFORCEMENT ACTIVITY

### A. Monthly Summary Reports

The activity that is reported monthly to Town Council (BaGAR) includes data from both Protect and Service categories; these reported statistics include this six month reporting period and demonstrate where staff services were required. *Reference Appendix "A" Chart 5.*

### B. Call Initiator Categories

Calls for service are tracked to identify how they are received and/or initiated revealing MVPD staff maintained high levels of self-initiated activity also referred to as proactive patrols and services. Officer initiated 58% of the calls for service maintaining high visibility that deters criminal activity and promotes community oriented policing. *Reference Appendix "A" Chart 6.*

### C. Traffic Enforcement

Traffic details and enforcement are largely performed on a three tier philosophy allowing MVPD officers to engage community members and visitors using an education approach that can include warnings. The statistics reflect the importance in maintaining traffic patrols in pursuit of safer roadways by the variation in types of violations.

## DEPARTMENT HIGHLIGHTS

- For the fifth year in a row, MPVD Staff attended Colorado Peace Officers Standards and Training (POST) required annual in-service training by invite to the Grand Junction Police Department. All training is taught by subject matter experts. The only cost to the department is meals and lodging for three days per officer.
- Staff participated in 7<sup>th</sup> Judicial District Critical Incident Investigation team meetings and preparations.
- Recruitment for sworn position showed marked improvement. The department was able to recruit three sworn officers over the previous six months. The department also recruited a new Deputy Chief that started in January of 2019. Currently at full staff.

## MVPD Uniforms

During the last Council retreat there was discussion of "softening" the uniform look of our staff. The current required uniform for patrol staff is a dark blue shirt with gray pants. Community Services officers wear a green shirt and tan pants. Both have patches or embroidery logos and other identifiers to complete the uniform. As described in the article below, we want to always be immediately recognizable, whether making a traffic contact or assisting a lost child. There are also several studies that indicate a professional looking uniform tends to get better compliance during enforcement actions or arrests.

During community events, the uniform also helps to immediately identify police staff to our community members who may not have meet an officer yet. Children are also more likely to talk to a uniformed first responder than someone who isn't dressed in a traditional uniform.

While different agencies have different colors, San Miguel Sheriff Office wear tan shirts and black pants, Telluride Marshal's Dept. wear a dark blue shirt and dark blue pants (some wear a black "outer vest") and Colorado State Patrol wears a blue shirt and tan pants, almost all agencies have the same general look of a professional uniform.

Below is an excerpt from a magazine article about police uniforms;

*One of the ways those in law enforcement send the right message to others is through the right police uniform that is worn while on duty. This is because everyone from childhood on up is taught to be on the lookout for that recognizable uniform that is donned by the men and women of law enforcement that are there to help those in need. It is the presence of the uniform that allows others to clearly identify a police officer and thus turn to them when they need assistance.*

*It is essential for every officer to have quality and well fitted police uniforms. This is a crucial aspect of the position as the look of the officer truly is something that is noticed by all and this is perhaps why the uniform has simply become synonymous with law enforcement. Law enforcement positions, like many other first responder careers, are simply enhanced by wearing the right and appropriate clothing that gives that message of professionalism that is vital to the position.*

*It is through looking professional, well pulled together and traditional that police officers can make others feel at ease by their presence as there truly is no doubt when a uniformed officer arrives on the scene. That uniform sends that just right message that lets everyone know that help has arrived and that everything will be better now that the police have arrived. This is why career officers take pride in their attire as the uniform speaks volumes and sends the message of respect*

Respectfully submitted,

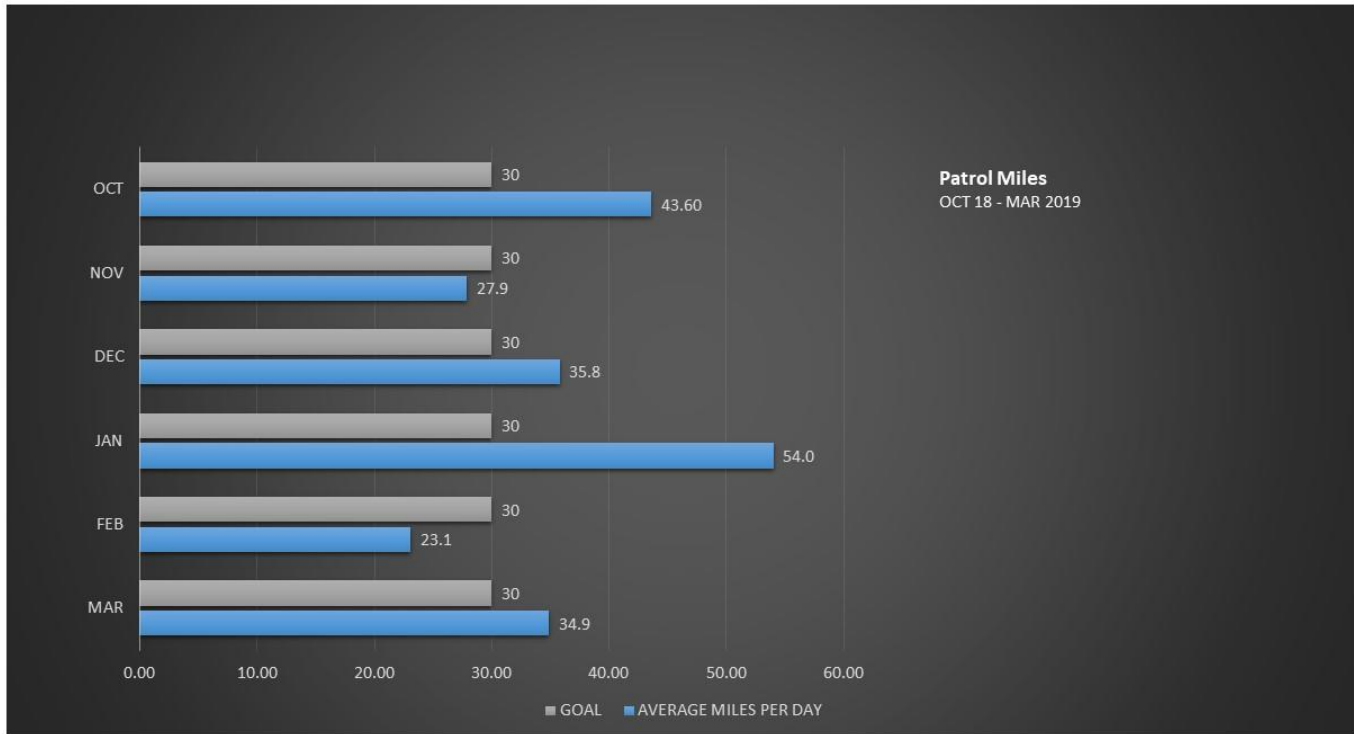


**Chris G. Broady**  
Mountain Village Chief of Police

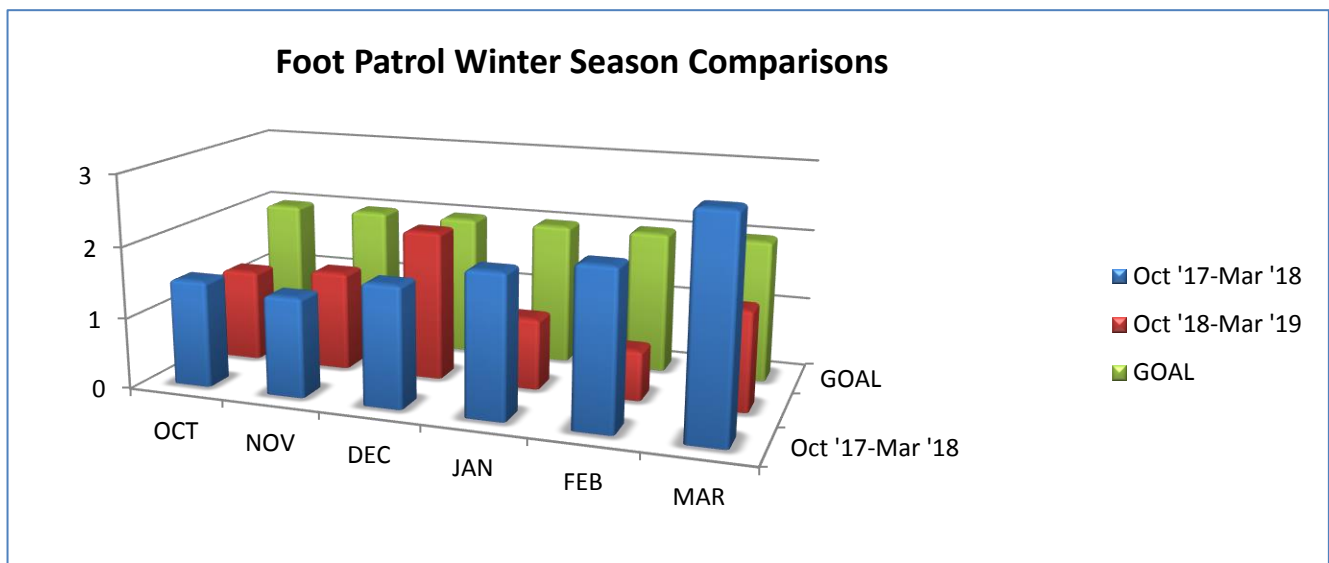


## APPENDIX "A"

**Chart 1: Patrol Miles** (36.55 average overall)

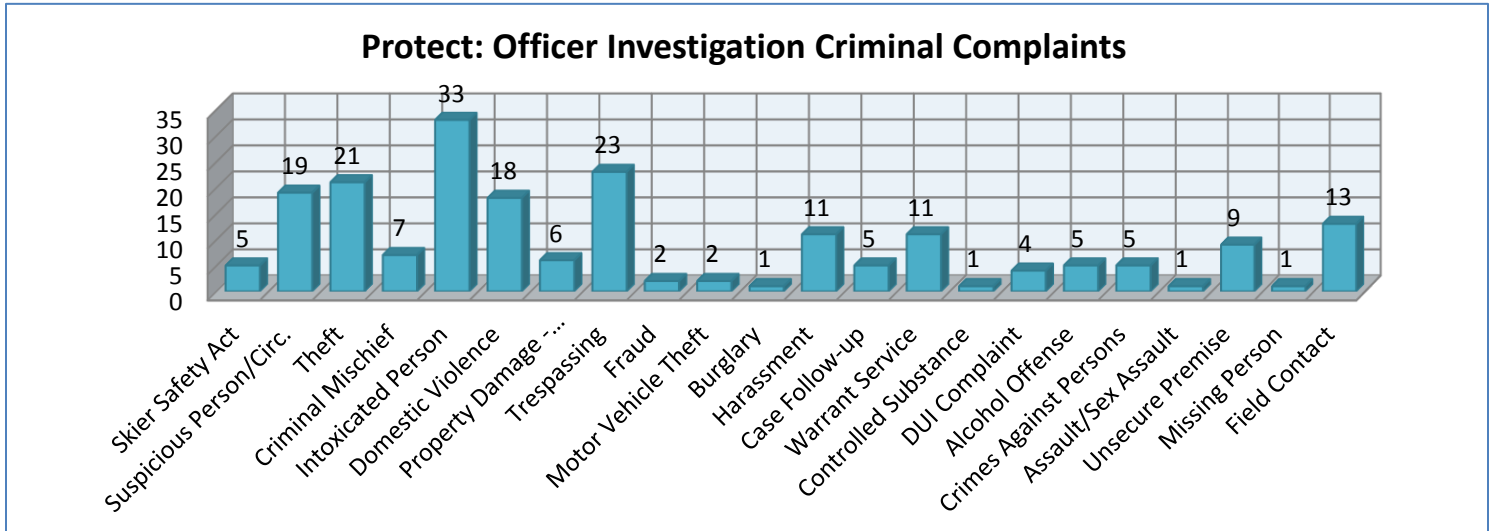


**Chart 2**

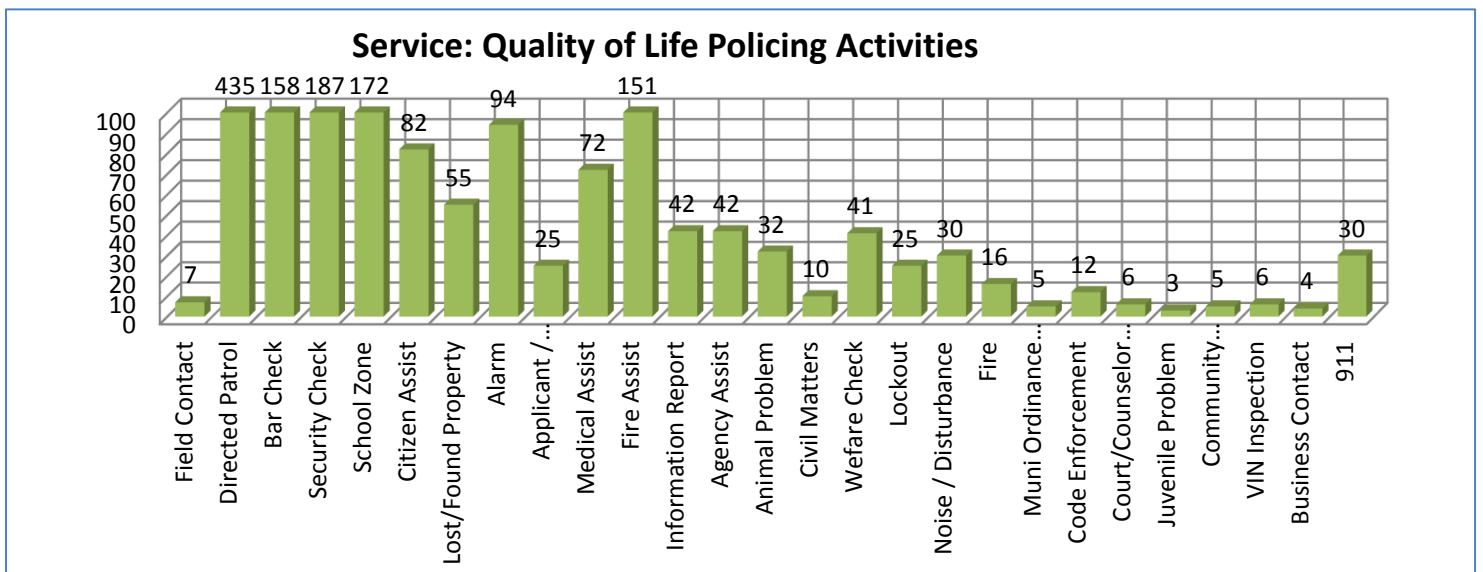


**APPENDIX "A" Continued**

**Chart 3**

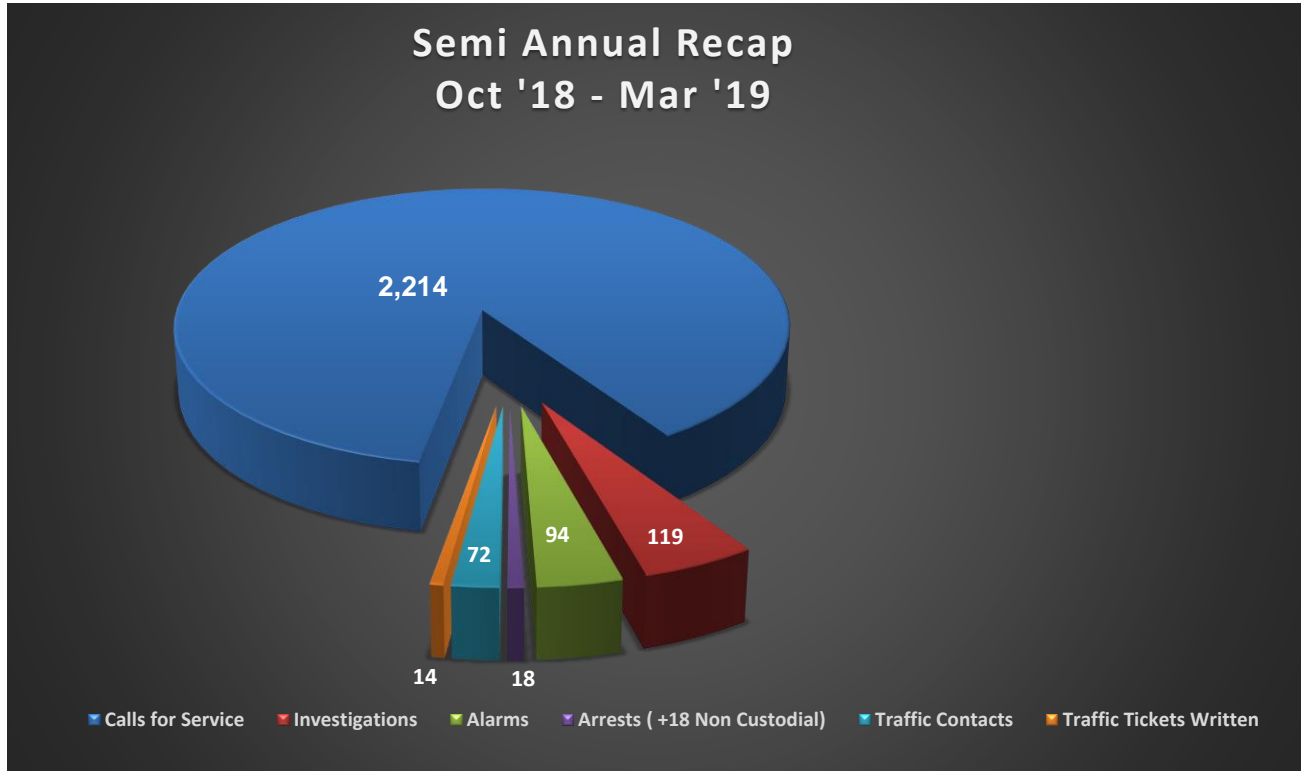


**Chart 4**

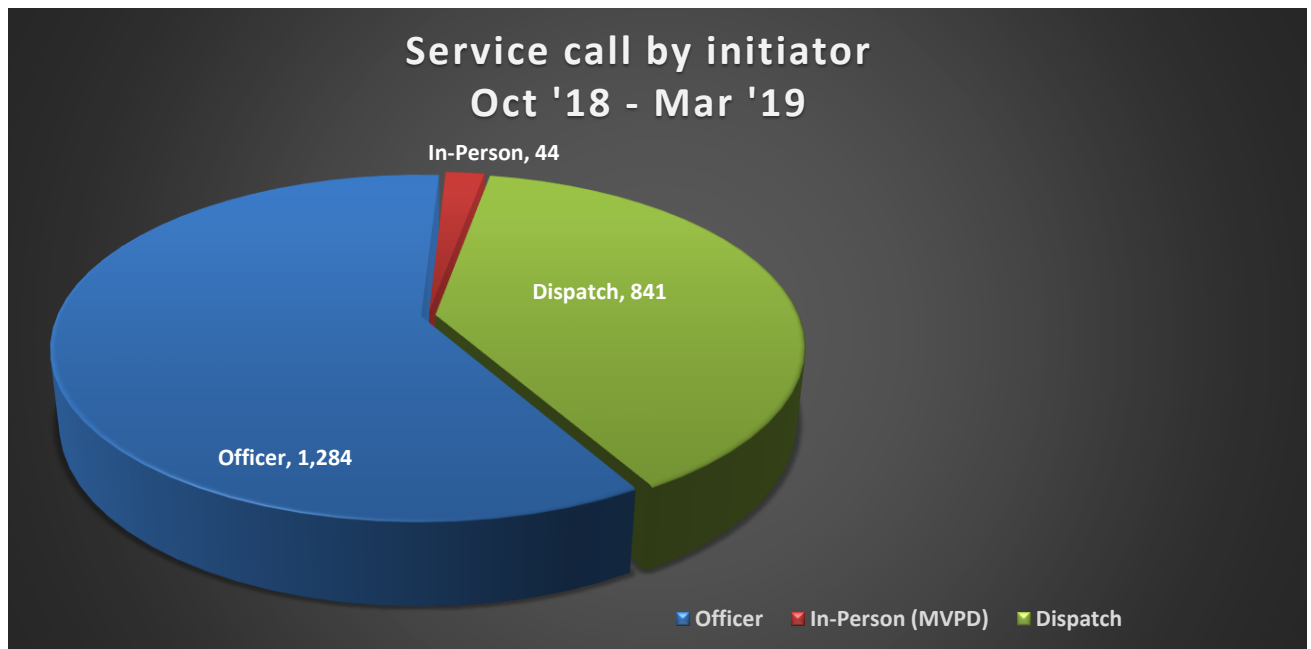


**APPENDIX "A" Continued**

**Chart 5**

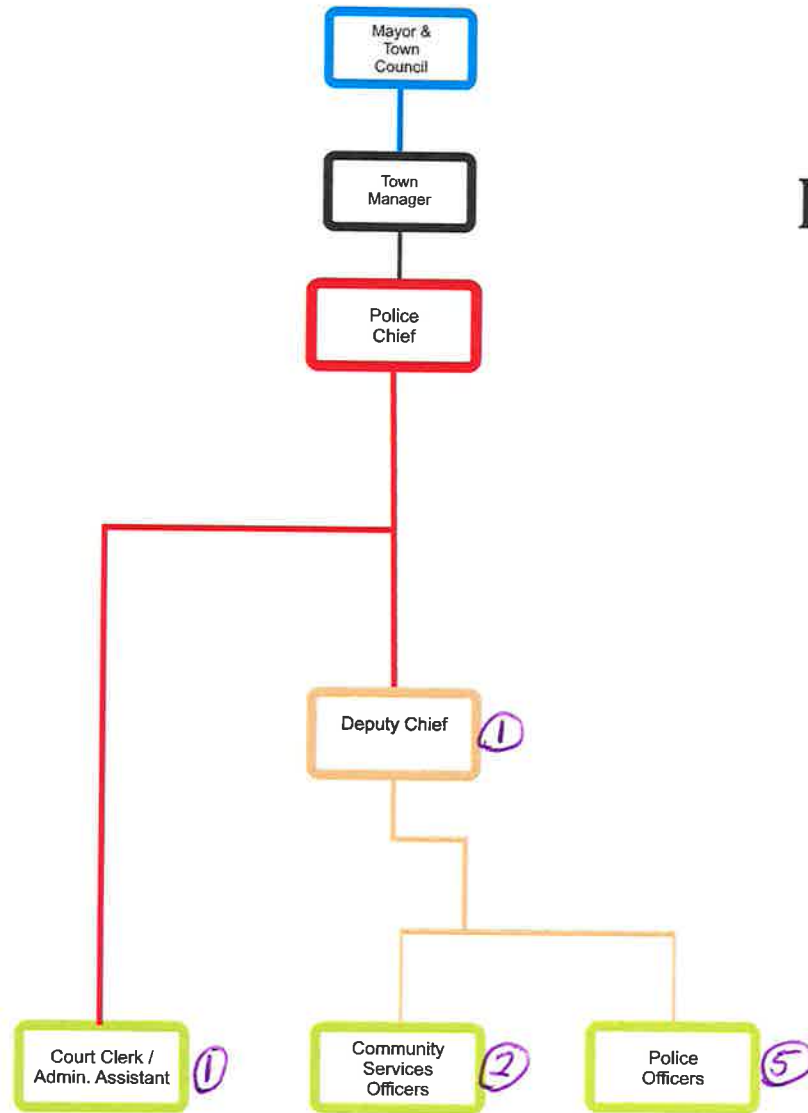


**Chart 6**





# Police Department



⊕ = # of FTE'S

**TOWN OF MOUNTAIN VILLAGE  
2019 BUDGET  
POLICE DEPARTMENT PROGRAM NARRATIVE**

The Mountain Village Police Department is staffed by 7 sworn officers and a civilian office manager. All staff works a 4 day/10 hour schedule. This allows patrol staff to cover 19 ½ hours per day on duty and 4 ½ hours per day in an “on-call” capacity. During the on-call time, calls for service are less than 3% of the total call load. The schedule has a ½ hour overlap to provide briefing and pass on of information to the next shift. All officers are subject to recall to duty unless they are out-of-state.

**MISSION :** The delivery of quality service, both timely and courteous, shall be the mandate that guides the members of the Mountain Village Police Department, always with the intent of solving problems for those who ask for assistance. The Mountain Village Police pledge is to embrace all the citizens in solving problems, both routine to law enforcement and those unique to the community. Mountain Village Police will solicit citizen input, ideas and guidance, for it is only through this relationship that we truly meet or exceed their needs.

**DEPARTMENT GOALS**

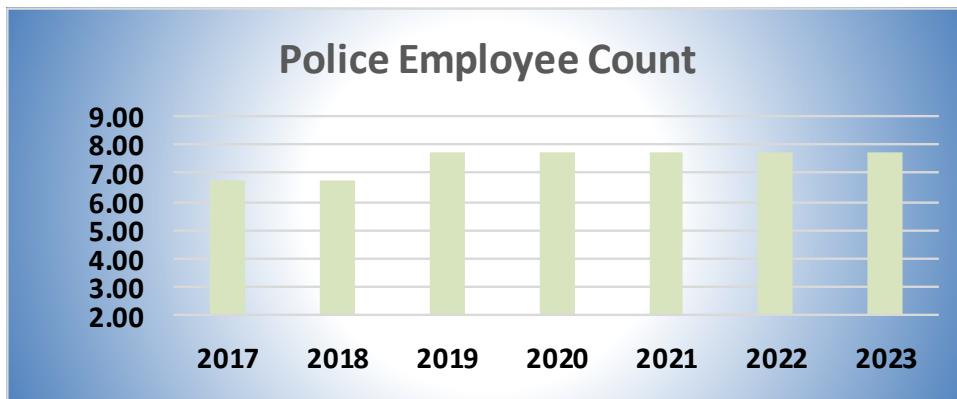
1. Maintain a high level of public confidence with the community.
2. Maintain a high level of visibility while on vehicle patrol.
3. Respond to calls for service in a courteous, professional and timely manner.
4. Maintain a high level of community policing by conducting quality foot patrols in the business sector and high density complexes.
5. Operate the department within budget
6. Environmental Stewardship

**DEPARTMENT PERFORMANCE MEASURES**

1. Community engagement events to receive direct feedback (i.e. National Night out, Coffee with a cop)
2. Officers are to patrol all roads at least once during the shift.
3. Calls for service are to be handled within 8 minutes of the call being received and with generation of minimal complaints.
4. Officers should patrol the business areas and high density complexes on foot an average of 2 hours per shift.
5. Department year end expenditure totals do not exceed the adopted budget.
6. Reduce paper usage by going “paperless” as much as possible for case reports.

**2018 PERFORMANCE MEASURES ACHIEVEMENTS**

1. Regularly scheduled direct feedback
  - a. National Night out NNO held on August 7<sup>th</sup>, 2018 attendance estimated at 250 - 300.
  - b. Continue quarterly Coffee with a Cop. Estimated attendance 50 to 75 people
2. Patrol no less than 30 miles per shift
  - a. Maintained an average of 49 patrol miles per shift.
3. Calls for service, within 8 minutes, little or no complaints
  - a. The average response time is 7 minutes 27 seconds from the time an officer receives the call from dispatch until the officer arrives on scene. For last year’s same reporting period this was 6 minutes 11 seconds. This reported response time is for criminal activity / priority response calls. Other calls for service response may be up to 20 minutes depending on officer availability and type of call.
  - b. The police department did not receive any significant complaints over this reporting period.
4. Patrol on foot as average of 2 hours per shift
  - a. Foot patrols in the core areas met our goal in the season reflecting steady increases from last year.
5. Year End Expenditure totals do not exceed the adopted budget
  - a. Police Department is on track for year-end budget
6. Environmental goal
  - a. Continue to attempt as many “paperless options” as possible. Next step is hopefully a e-ticket system.





**Percentage Change in Expenditures - Year to Year**

Year Range	Percentage Change
2016-2017	-0.20%
2017-2018	22.13%
2018-2019	2.81%
2019-2020	0.05%
2020-2021	0.85%
2021-2022	0.88%
2022-2023	0.91%



**Town of Mountain Village 2019 Adopted, 2018 Revised, and 2020-2023 Long Term Projections**

**Police Department**

Worksheet	Account Name	Actuals 2016	Actuals 2017	2018 Original	2018 Revised	2018			2020 Long Term Projection	2021 Long Term Projection	2022 Long Term Projection	2023 Long Term Projection
						Adjustments	2019 Adopted	2019 Adjustments				
Police Department	Salaries & Wages	408,939	399,118	500,004	483,672	(16,332)	499,413	15,741	499,413	499,413	499,413	499,413
Police Department	Offset Labor	-	-	-	-	-	-	-	-	-	-	-
Police Department	Housing Allowance	61,409	61,035	75,975	75,975	-	75,975	-	75,975	75,975	75,975	75,975
Police Department	Group Insurance	77,666	74,313	96,979	96,979	-	96,979	-	101,828	106,919	112,265	117,879
Police Department	Dependent Health Reimbursement	(5,379)	(3,209)	(9,272)	(9,272)	-	(9,272)	-	(9,272)	(9,272)	(9,272)	(9,272)
Police Department	FPPA/PERA Pensions & Medicare	61,800	60,406	78,909	76,672	(2,237)	76,810	138	76,810	76,810	76,810	76,810
Police Department	Death & Disability Insurance	6,972	7,180	10,944	10,633	(311)	10,644	11	10,644	10,644	10,644	10,644
Police Department	PERA 401K & FPPA 457	18,988	18,746	23,252	22,593	(659)	25,724	3,131	25,724	25,724	25,724	25,724
Police Department	Workers Compensation	13,132	10,964	17,691	17,691	-	18,576	885	19,504	20,480	21,504	22,579
Police Department	Other Employee Benefits	8,049	5,906	6,936	6,936	-	6,936	-	6,936	6,936	6,936	6,936
Police Department	Janitorial/Trash Removal (1)	4,800	4,800	6,636	6,636	-	7,000	364	7,000	7,000	7,000	7,000
Police Department	Vehicle Repair & Maintenance	856	-	-	-	-	-	-	-	-	-	-
Police Department	Vehicle Repair & Maintenance	1,459	2,061	5,000	5,000	-	5,000	-	5,000	5,000	5,000	5,000
Police Department	Vehicle Repair & Maintenance	181	101	500	500	-	500	-	500	500	500	500
Police Department	Repairs & Maintenance-Equipment (2)	3,723	4,196	3,000	13,000	10,000	13,000	-	13,000	13,000	13,000	13,000
Police Department	Vehicle Repair & Maintenance	102	174	-	-	-	-	-	-	-	-	-
Police Department	Vehicle Repair & Maintenance	(90)	-	-	-	-	-	-	-	-	-	-
Police Department	Vehicle Repair & Maintenance	1,246	1,448	-	-	-	-	-	-	-	-	-
Police Department	Vehicle Repair & Maintenance	827	226	-	-	-	-	-	-	-	-	-
Police Department	Vehicle Repair & Maintenance	102	2,991	-	-	-	-	-	-	-	-	-
Police Department	Vehicle Repair & Maintenance	11	-	-	-	-	-	-	-	-	-	-
Police Department	Vehicle Repair & Maintenance	753	709	-	-	-	-	-	-	-	-	-
Police Department	Rental-Equipment	1,095	1,085	1,622	1,622	-	1,622	-	1,622	1,622	1,622	1,622
Police Department	Facility Expenses	4,152	4,159	3,000	3,000	-	3,000	-	3,000	3,000	3,000	3,000
Police Department	Communications	2,322	1,979	5,100	5,100	-	5,100	-	5,100	5,100	5,100	5,100
Police Department	Communications-Cell Phone	5,894	6,059	6,000	6,000	-	6,000	-	6,000	6,000	6,000	6,000
Police Department	Phone Equipment	951	-	100	100	-	100	-	100	100	100	100
Police Department	Dispatch (3)	50,443	61,993	69,272	69,272	-	74,000	4,728	76,220	78,507	80,862	83,288
Police Department	Dues & Fees	690	830	900	900	-	900	-	900	900	900	900
Police Department	Travel, Education & Training	11,439	14,032	8,500	8,500	-	8,500	-	8,500	8,500	8,500	8,500
Police Department	Emergency Medical Services	199	503	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000
Police Department	Contract Labor	-	200	-	-	-	-	-	-	-	-	-
Police Department	Investigation (4)	225	97	-	4,800	4,800	-	(4,800)	-	-	-	-
Police Department	Evidence Processing	1,155	707	1,500	1,500	-	1,500	-	1,500	1,500	1,500	1,500
Police Department	Medical Clearance	1,100	800	1,250	1,250	-	1,250	-	1,250	1,250	1,250	1,250
Police Department	Postage & Freight	393	281	200	400	200	400	-	400	400	400	400
Police Department	Bank Fees - Credit Card Fees	642	534	700	700	-	700	-	700	700	700	700
Police Department	General Supplies & Material	3,741	6,534	6,000	6,000	-	6,000	-	6,000	6,000	6,000	6,000
Police Department	Uniforms (5)	4,731	1,317	1,700	3,200	1,500	2,000	(1,200)	2,000	2,000	2,000	2,000
Police Department	Uniforms-Officer Equip	819	1,081	1,700	1,700	-	2,000	300	2,000	2,000	2,000	2,000
Police Department	Vehicle Equipment (6)	441	3,026	-	-	-	7,500	7,500	-	-	-	-
Police Department	Evidence Supplies	294	252	350	350	-	350	-	350	350	350	350
Police Department	Firearms-Ammo, Repair & Maintenance (7)	2,448	2,835	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
Police Department	Materials/Working Supplies	-	33	225	225	-	225	-	225	225	225	225
Police Department	Intoxilizer-Supplies	1,062	771	1,200	1,200	-	1,200	-	1,200	1,200	1,200	1,200
Police Department	Detoxification	2,100	2,150	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
Police Department	Contributions (8)	-	-	30,000	-	(30,000)	-	-	-	-	-	-
Police Department	Supplies-Mounted Patrol	(21)	-	-	-	-	-	-	-	-	-	-
Police Department	Parking Expenses	-	-	250	250	-	250	-	250	250	250	250
Police Department	Business Meals	1,058	(499)	500	500	-	500	-	500	500	500	500
Police Department	Employee Appreciation	300	184	800	800	-	800	-	800	800	800	800
Police Department	Books & Periodicals (9)	6,275	6,271	7,250	7,250	-	7,250	-	7,250	7,250	7,250	7,250
Police Department	Utilities - Natural Gas	1,351	2,460	1,561	1,561	-	1,561	-	1,561	1,561	1,561	1,561

**Town of Mountain Village 2019 Adopted, 2018 Revised, and 2020-2023 Long Term Projections**

**Police Department**

Worksheet	Account Name	Actuals 2016	Actuals 2017	2018			2019			2020 Long	2021 Long	2022 Long	2023 Long
				2018 Original	2018 Revised	Adjustments	Adopted	Adjustments	Term Projection	Term Projection	Term Projection	Term Projection	
Police Department	Utilities - Electricity	4,173	3,133	4,550	4,550	-	4,550	-	4,550	4,550	4,550	4,550	
Police Department	Utilities - Gasoline	6,190	5,633	9,380	9,380	-	9,380	-	9,380	9,380	9,380	9,380	
<b>Total</b>		<b>781,208</b>	<b>779,607</b>	<b>985,164</b>	<b>952,125</b>	<b>(33,039)</b>	<b>978,922</b>	<b>26,797</b>	<b>979,420</b>	<b>987,773</b>	<b>996,498</b>	<b>1,005,613</b>	

- (1) Increase in cleaning service fees plus two carpet cleanings per year
- (2) Upgrade gondola station 1,4,5 and 6 cameras to IP system
- (3) MVPD % of calls (three year average) through West CO 5.5%
- (4) Investigation 113 Highland Way
- (5) 2018- plan to hire three officers before the end of the year to be full staffed and need to supply uniforms
- (6) 2019 add transport cages to existing vehicles for officer and prisoner safety 2019
- (7) 2018 - POST grant \$1346
- (8) County Detox Facility funding is now for a detox transport vehicle.
- (9) Includes Lexipol subscription (policy & procedure manual) including updates and daily training bulletins

**TOWN OF MOUNTAIN VILLAGE  
2019 BUDGET  
COMMUNITY SERVICES PROGRAM NARRATIVE**

The Town of Mountain Village Community Services mission is to meet or exceed the needs of the Mountain Village community. The Community Services division expects and encourages citizens and guests alike to make use of its services. The success of the division is measured in its ability to maintain the quality of life in Mountain Village all the while respecting the rights and liberties of all.

The delivery of quality service, both timely and courteous, shall be the mandate that guides the members of the Mountain Village Police Department, always with the intent of solving problems for those who ask for assistance. The Mountain Village Police pledge is to embrace all the citizens in solving problems, both routine to law enforcement and those unique to the community. Mountain Village Community Services officers will solicit citizen input, ideas and guidance, for it is only through this relationship that we truly meet or exceed their needs. Staffing levels are 2 FTEs paid 0.35 from the Community Services Budget and 0.65 from the Parking Budget.

**DEPARTMENT GOALS**

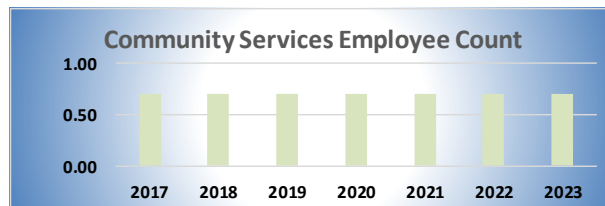
1. Maintain a high level of parking control on all town streets and public parking lots through enforcement, maintenance, and issuance of appropriate permits.
2. Provide public assistance as necessary in a courteous, professional, and timely manner.
3. Under the guidance of the Town’s municipal code, enforce and provide for domestic and non-domestic animal control.
4. Stay within budget.
5. Environmental Stewardship

**DEPARTMENT PERFORMANCE MEASURES**

1. Parking is enforced consistently – Seven days a week from 6 am to 6 pm. (after CSO work hours, patrol officers enforce parking)
2. 100% response to calls for assistance in a timely manner. (within 10 minutes of receiving call) Manage animal control to the general satisfaction of Town Council and residents.
3. Department year-end expenditure totals do not exceed the adopted budget.
4. Reduction of greenhouse gas emissions by implementing bicycle patrol –

**2018 PERFORMANCE MEASURES ACHIEVEMENTS**

1. *Parking is enforced consistently – Seven days a week from 6 am to 6 pm.*
  - a. *By having seven day week coverage, enforcement is consistent.*
2. *100% response to calls for assistance in a timely manner. (within 10 minutes of receiving call)*
  - a. *Response time is tracking at 7:27 minutes per call*
3. *Manage animal control to the general satisfaction of Town Council and residents.*
  - a. *47 animal related calls for service – resolved. (27 in 2017)*
4. *Department year-end expenditure totals do not exceed the adopted budget.*
  - a. *Community Service is tracking under budget.*
5. *Environmental goal*
  - a. *Average time on bike patrol is 1 hour 17 minutes (24 total patrols) compared to 1 hour 43 minutes in 2017.*



**Percentage Change in Expenditures - Year to Year**

Year	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Percentage Change	6.48%	6.00%	2.51%	0.88%	0.92%	0.96%	1.00%



Town of Mountain Village 2019 Adopted, 2018 Revised, and 2020-2023 Long Term Projections

Community Services

Worksheet	Account Name	Actuals 2016	Actuals 2017	2018			2019		2020 Long	2021 Long	2022 Long	2023 Long
				2018 Original	2018 Revised	Adjustments	Adopted	Adjustments	Term Projection	Term Projection	Term Projection	Term Projection
Community Services	Salaries & Wages	27,358	29,167	29,313	29,562	249	30,508	946	30,508	30,508	30,508	30,508
Community Services	Group Insurance	9,109	9,179	8,759	8,750	(9)	8,750	-	9,188	9,647	10,129	10,636
Community Services	Dependent Health Reimbursement	(184)	(505)	-	-	-	-	-	-	-	-	-
Community Services	PERA & Payroll Taxes	4,251	4,536	4,508	4,547	39	4,693	146	4,693	4,693	4,693	4,693
Community Services	PERA 401K	273	296	395	399	4	399	-	399	399	399	399
Community Services	Workers Compensation	594	690	2,372	850	(1,522)	893	43	937	984	1,033	1,085
Community Services	Other Employee Benefits	567	613	620	620	-	620	-	620	620	620	620
Community Services	Uniforms	610	192	800	800	-	1,000	200	1,000	1,000	1,000	1,000
Community Services	Vehicle Repairs & Maintenance	300	118	800	800	-	800	-	800	800	800	800
Community Services	Communications-Cell Phone	799	660	622	622	-	622	-	622	622	622	622
Community Services	Travel, Education & Training	-	1,835	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
Community Services	General Supplies	615	1,062	700	700	-	700	-	700	700	700	700
Community Services	Animal Control	540	82	200	200	-	200	-	200	200	200	200
Community Services	Employee Appreciation	100	-	200	200	-	200	-	200	200	200	200
Community Services	Utilities - Gasoline	2,199	2,259	3,144	3,144	-	3,144	-	3,144	3,144	3,144	3,144
<b>Total</b>		<b>47,130</b>	<b>50,184</b>	<b>54,433</b>	<b>53,194</b>	<b>(1,239)</b>	<b>54,528</b>	<b>1,334</b>	<b>55,010</b>	<b>55,516</b>	<b>56,048</b>	<b>56,606</b>

**TOWN OF MOUNTAIN VILLAGE  
2019 BUDGET  
MUNICIPAL COURT PROGRAM NARRATIVE**

The Town of Mountain Village operates a monthly municipal court which constitutes the judicial branch of the Town government. The municipal court shall be vested with exclusive original jurisdiction over all cases arising under the Town’s charter, under the ordinances duly enacted under the Charter, and as otherwise conferred under the law. Town Council appoints the Municipal Judge who shall serve a two year term. A court clerk on Town staff shall serve on a part-time basis at .25 of a full time equivalent. That staff person is currently serving as the administrative assistant in the Town Police Department at .75 of a full time equivalent

**DEPARTMENT GOALS**

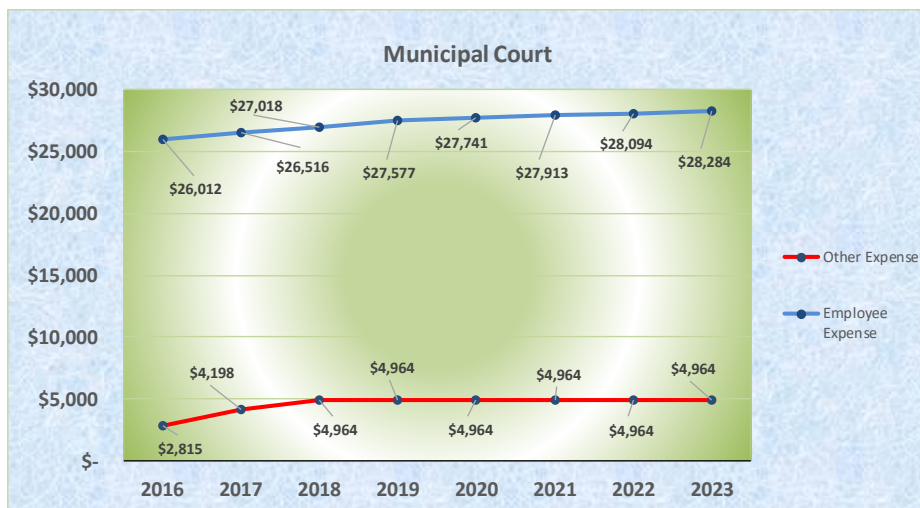
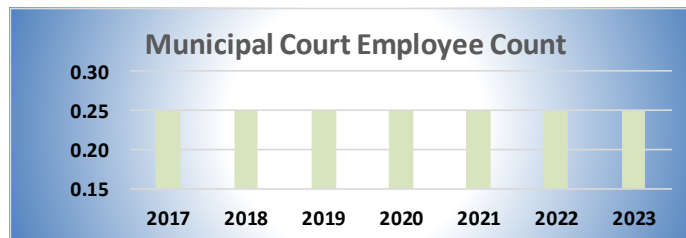
1. Convene municipal court one day per month.
2. Court should start promptly on the date and time as provided to defendants.
3. Stay within budget.
4. Environmental Stewardship

**DEPARTMENT PERFORMANCE MEASURES**

1. Court convened 12 times per year.
2. Court date and/or time should occur on time no less than 90% of the time (11 out of 12 days per year)
3. Department year-end expenditure totals do not exceed the adopted budget.
4. As much as possible reduce paper consumption.

**2018 PERFORMANCE MEASURES ACHIEVEMENTS**

1. Court convened 12 times per year.
  - a. Court is convened once per month
2. Court date and/or time should occur on time no less than 90% of the time (11 out of 12 days per year)
  - a. Court convenes on time
3. Department year-end expenditure totals do not exceed the adopted budget.
  - a. Municipal Court is tracking under budget
4. Environmental goal
  - a. Continuing to offer as many electronic options through the court system as possible



Year Range	Percentage Change
2016-2017	6.54%
2017-2018	4.13%
2018-2019	1.75%
2019-2020	0.50%
2020-2021	0.53%
2021-2022	0.55%
2022-2023	0.57%

Town of Mountain Village 2019 Adopted, 2018 Revised, and 2020-2023 Long Term Projections

Municipal Court

Worksheet	Account Name	Actuals 2016	Actuals 2017	2018			2019		2020 Long	2021 Long	2022 Long	2023 Long
				2018 Original	2018 Revised	Adjustments	Adopted	Adjustments	Term Projection	Term Projection	Term Projection	Term Projection
Municipal Court	Salaries & Wages	17,736	18,071	18,125	18,243	118	18,635	392	18,635	18,635	18,635	18,635
Municipal Court	Group Insurance	3,253	3,278	3,126	3,126	-	3,126	-	3,282	3,446	3,619	3,800
Municipal Court	Dependent Health Reimbursement	(359)	(361)	(348)	(348)	-	(348)	-	(348)	(348)	(348)	(348)
Municipal Court	PERA & Payroll Taxes	2,683	2,752	2,788	2,806	18	2,866	60	2,866	2,866	2,866	2,866
Municipal Court	PERA 401K	1,008	1,043	1,030	1,037	7	1,137	100	1,137	1,137	1,137	1,137
Municipal Court	Workers Compensation	64	68	145	145	-	152	7	160	168	176	185
Municipal Court	Other Employee Benefits	1,626	1,663	2,009	2,009	-	2,009	-	2,009	2,009	2,009	2,009
Municipal Court	Equipment Rental	1,095	1,085	1,500	1,500	-	1,500	-	1,500	1,500	1,500	1,500
Municipal Court	Communications	383	412	384	384	-	384	-	384	384	384	384
Municipal Court	Dues & Fees	60	40	80	80	-	80	-	80	80	80	80
Municipal Court	Travel, Education & Training	766	1,303	2,100	2,100	-	2,100	-	2,100	2,100	2,100	2,100
Municipal Court	Postage & Freight	157	7	100	100	-	100	-	100	100	100	100
Municipal Court	General Supplies & Material	320	1,351	800	800	-	800	-	800	800	800	800
Municipal Court	Employee Appreciation	33	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>28,827</b>	<b>30,713</b>	<b>31,839</b>	<b>31,982</b>	<b>143</b>	<b>32,541</b>	<b>559</b>	<b>32,705</b>	<b>32,877</b>	<b>33,058</b>	<b>33,248</b>





**PLANNING AND DEVELOPMENT SERVICES  
DEPARTMENT**

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

**Agenda Item No. 22b**

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**TO:** Town Council  
**FROM:** Michelle Haynes, Planning and Development Services Director  
**FOR:** Meeting of April 25, 2019  
**DATE:** April 15, 2019  
**RE:** Planning and Development Services Biannual Report

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Our last update to Town Council was on October 18, 2018.

**Attachments:**

- Incentive Marketing Campaign
- Planning & Development Organizational Chart
- Building Division Narrative
- Building Division Budget
- Planning Division Narrative
- Planning Division Budget
- Mountain Village Housing Authority (MVHA) Narrative
- MVHA Budgets

**PLANNING**

**Community Development Code (CDC) Amendments**

We are working through our list of CDC amendments that clarify and clean up previously conflicting, ambiguous or unnecessarily technical language as directed by Town Council as a 2019 workplan item. CDC amendments require worksession(s) before the Design Review Board, a recommendation from the DRB and two readings of an ordinance by Town Council. Below is a short list of items we intend to address in 2019:

- Residential Lighting Regulations (in progress)
- Accessory Buildings and Structures (in progress)
- Allow staff level approval of synthetic roof material (May or June)
- Short term use, efficiency lodge and short-term accommodations language (May thru July)
- Lighting Regulations in the Village Center (September)
- Hotel Condominium regulations (September)

We expect other CDC amendments may take priority as the year progresses.

## **Town Hall Center and Village Center Subarea Planning**

TMVOA has been data gathering and updating a Village Center economic analysis to be integrated into a final Village Center Vibrancy report produced by AECOM. We expect the final report will be completed within the next quarter. The report will finalize the 2018 contract AECOM deliverables.

The Town Hall and Village Center committee met on March 15, 2019. The meeting primarily consisted of the following updates:

### **Village Center:**

- 2018 AECOM contract wrap up - the economic update and final vibrancy report
- Low hanging fruit

### **Town Hall Subarea**

- Reminder of the work accomplished in 2018 – 60% design and engineering of roadway design and conceptual renderings of the preserve
- Village Court Apartments Phase IV progress report
- Discussion of Town Hall Subarea Priorities – including an analysis of a possible GPG parking garage expansion by 2021.

## **Village Center Sketch Up 3-D Model and Drone Imagery**

Although this was work planned in 2018, this past month Oz Architects finalized ridge heights and integrated general topography imagery of the Village Center into the sketchup model. We updated the model and reposted it online for community use at the following link: <https://townofmountainvillage.com/governing/building-development/3d-modeling-of-mountain-village/>

## **Sandwich Boards in the Village Center**

Planner Sam Starr has continued to work on bringing sandwich boards into design compliance in the Village Center along with finalizing a sandwich board frame for business identification signs for rent by businesses. Sam has worked closely with the TMVOA regarding the sandwich board frame, along with providing informational updates at merchant meetings.

## **Forest Management and Fire Mitigation**

Staff provided a general summary during the cedar shake and defensible space update in March. We already have processed one cedar shake incentive waiver and have received three inquiries. Council's modifications directed in March are already making a difference.

## **Incentive Programs**

The marketing, communications and business development department (MARCON) is creating new marketing campaigns (press release, email marketing, community outreach, social media, website presence, advertising in print and a mailer) for each incentive program offered by the town. Attached is a preview.

## **HOUSING**

**Village Court Apartments** continues to implement Council directed site improvements. The status of those improvements is listed below.

- Completed Appliance upgrades.
- Completed flooring upgrades in studios and continuing to work on other unit sizes.
- Completed 2019 annual apartment maintenance inspections.
- Added ski lockers, bike racks, and bench to covered decks between buildings 6 and 7.

- Passed with no repairs needed the fire protection systems, back flows and sprinklers inspections.
- Stained all stairs in building 10.
- Updated tenant files.
- Planning continues for the VCA Phase IV expansion.



Pictures of ski locker, bike rack and bench between buildings 6 & 7

## BUILDING

Building activity has been slow leading into 2019 although staff anticipates several larger projects to begin in 2019 including single family homes and multi-family development. You can see that the number of inspections and number of permits issued are similar between 2017 and 2018; however, in 2018 the valuation of the projects were much less overall.

	2018	2017
<b>Total Building Permit Valuation</b>	\$37,504,251	\$73,416,195
<b>Total Number of Inspections</b>	2,759	2,995
<b>Total Number of Building Permits Issued</b>	461	575

Since hiring Drew Harrington as the Building Official, Drew hit the ground running and has been a great team player. He has been working through several projects with building permits that had not been finalized and otherwise risk expiring. Drew also fixed a long-standing complaint by contractors to the satisfaction of the contractors, the Town of Mountain Village and the Town of Telluride as it related to permit issuance and inspections of electrical, mechanical and plumbing in the Town of Telluride. Our processes were overly burdensome, and we are now clear about who issues permits and performs inspections that makes things easier for the contracting community and relationships between communities.

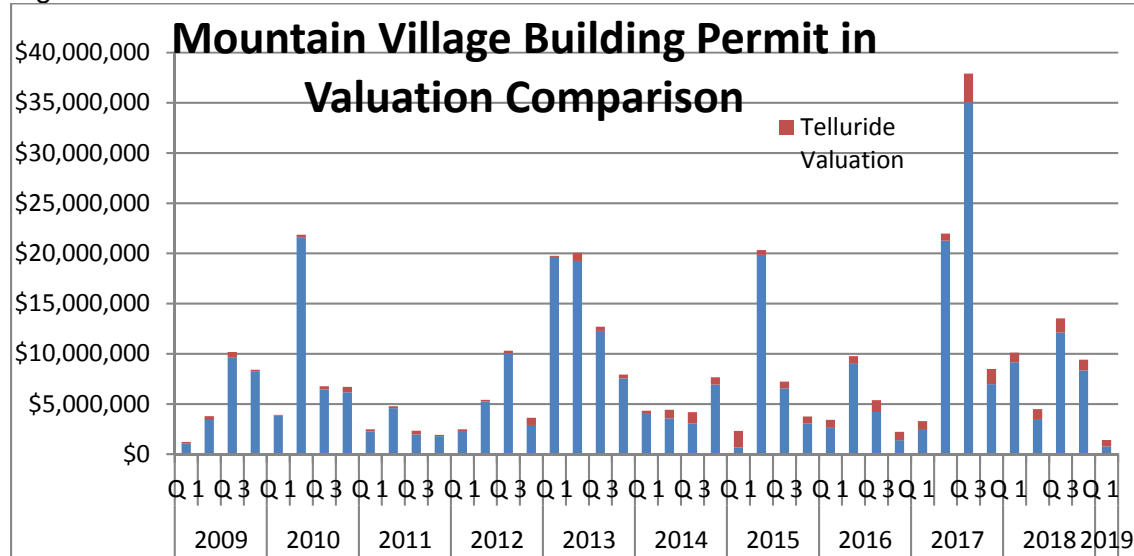
Meritage, our building permit software, has been rebranded and is called CommunityCore Solutions. A large update to the program occurred this week. We will be training internally and with the contractor community to familiarize ourselves with the new software.

## Development Services Activity

The two graphs below (Figure 1 & 2) show the value of new construction in Mountain Village over the last ten years (Figure 1) and the number of Town of Telluride and Mountain Village permits (Figure 2). Valuations peak leading into spring with the construction season each year.

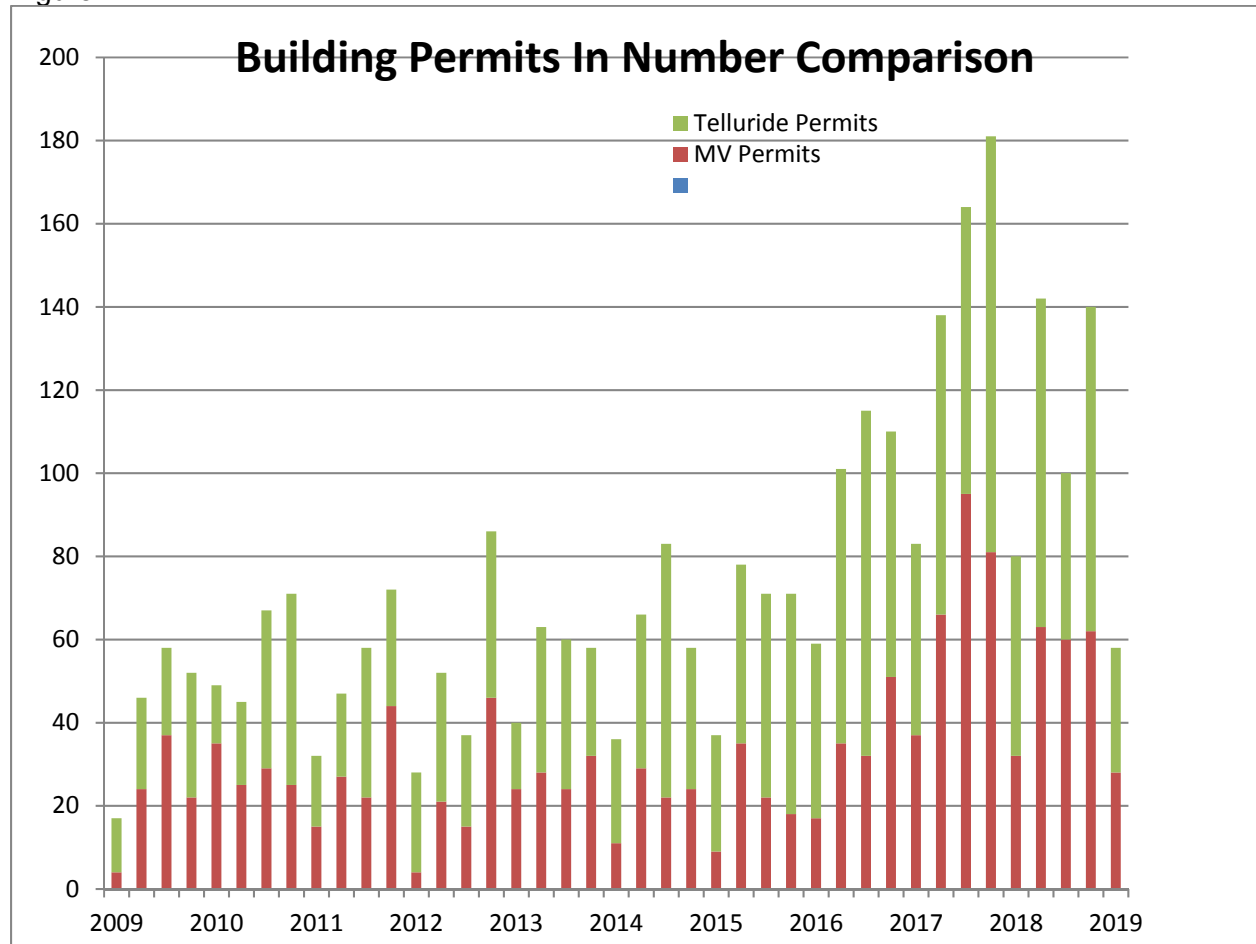


Figure 1.



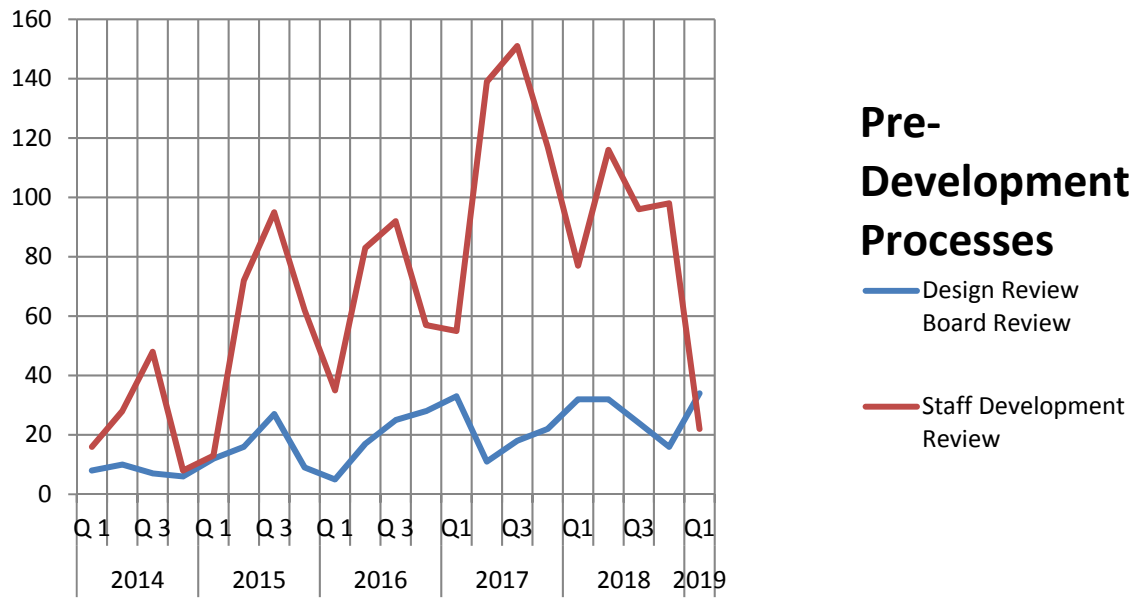
The building department staff also spends a significant amount of their time working on plumbing and electrical permits in Telluride. The graph below indicates the number of Telluride permits compared to Mountain Village permits issued each quarter.

Figure 2.



Design Review Board agenda items typically peak third quarter and are trending upward. Staff review dropped significantly in the first quarter of 2019. (See Figure 3 below)

Figure 3.



Thank you for your continued support of planning, building, housing and development services.

/mbh

# HARVEST THE POWER OF THE SUN FOR MONEY SAVINGS.



## Solar Energy Incentive

Mountain Village averages 300 days of sunshine each year. Harvest the power of the sun and create a personalized, on-site solar system to energize your home or business. Take advantage of a \$2,000 maximum rebate per meter for residents and \$4,000 maximum rebate per meter for business owners.

### STEP 1

Contact a registered and certified Colorado solar professional or electrician to obtain a competitive bid. Once your solar system is installed, complete the Solar Rebate Program Application online.

### STEP 2

Reward yourself with a \$0.40 per watt rebate by installing solar on your Mountain Village home or business.

### STEP 3

When you install a solar system in your home or business, you lower your energy consumption and utility bill.



# PROTECT YOUR HOME. CREATE DEFENSIBLE SPACE.



## Wildfire Mitigation Incentive

We will reimburse Mountain Village residents 50 percent of the cost of mitigation up to \$5,000 when you create defensible space around your home.

**STEP 1**  
Schedule a home site visit for free.

**STEP 2**  
Learn about your property's wildfire risk rating.

**STEP 3**  
Create defensible space with financial support.

**STEP 4**  
Improve your property's wildfire risk rating.

**224**

Schedule a home site visit today at  
[townofmountainvillage.com/incentives](https://townofmountainvillage.com/incentives)



# USE ONLY WHAT YOU NEED. BE REWARDED.



## Smart Irrigation Control Incentive

Technology is helping us reduce waste by using WaterSense,<sup>®</sup> a certified smart irrigation control product. Replace your outdated irrigation control system with a WaterSense<sup>®</sup> product and we will reward you with an incentive of up to \$500.

### STEP 1

Select a WaterSense<sup>®</sup> labeled smart irrigation controller, then contact our town representative, for a site visit.

### STEP 2

Purchase and install a WaterSense<sup>®</sup> labeled irrigation controller on your property.

### STEP 3

Submit your Smart Irrigation Control Incentive application for a rebate of up to \$500.

**225**

Learn more water sense at  
[townofmountainvillage.com/incentives](http://townofmountainvillage.com/incentives)



# TAKE CONTROL. SAVE.



## Rooftop & Gutter Heat Trace Incentive

Mountain Village wants residents to take control of their roof and gutter heat trace systems. So we are funding a new incentive aimed at improving the safety and efficiency of heat trace systems commonly applied on roofs and gutters by offering a free system controller valued at \$380.

### STEP 1

Hire a Colorado-licensed electrical contractor to inspect your heat trace system.

### STEP 2

Ask your contractor to email the inspection report with suggested improvements to you and to our Building Department.

### STEP 3

Our building official will review the report. If it is determined that your home would benefit from improved controls. We will offer one free controller (valued at \$380) for your electrical contractor to install.

### STEP 4

Enjoy the savings. With the use of controls and a properly installed system, you could save 30 to 50 percent of electricity costs per winter.

**226**

Learn more at  
[townofmountainvillage.com/incentives](http://townofmountainvillage.com/incentives)



# GET LOCALLY-SOURCED FOOD AT A REDUCED RATE.



## Farm to Community Incentive

Mountain Village residents that meet qualifications can apply to the program.  
The program includes a food share box of locally farmed produce and fresh food items at minimal cost.

### STEP 1

Qualified Mountain Village deed-restricted residents can apply.

### STEP 2

Submit an online application or schedule an appointment today.

### STEP 3

Pick up your 14 weeks of food shares, distributed every Wednesday from 11 a.m. to 4 p.m. at the Mountain Village Market on the Plaza in Heritage Plaza.

### STEP 4

Enjoy a box of fresh produce including fresh fruits, vegetables, eggs and meat.

227 [townofmountainvillage.com/incentives](http://townofmountainvillage.com/incentives)

To learn more and apply, visit





# BE PROACTIVE. PROTECT YOUR HOME.



## Cedar Shake Fire Mitigation Incentive

The Town of Mountain Village wants to aid in wildfire hazard mitigation in our community. By waiving building permit fees, we can save you thousands when you re-roof your home or building from cedar shake shingle to a town-approved fire rated roofing material.

### STEP 1

Apply for approval to re-roof your home or building from Cedar Shake Shingle to an approved fire rated roofing material.

### STEP 2

Submit a Town of Mountain Village building permit.

### STEP 3

Process your cedar shake mitigation fire waiver form.

### STEP 4

Improve your property's wildfire risk protection with your rebate.



Learn more and apply today at  
[townofmountainvillage.com/incentives](http://townofmountainvillage.com/incentives)



# HELP US REACH OUR ZERO WASTE GOAL BY 2025.



## Compost Incentive

The Composting Incentive supports Town of Mountain Village's zero waste goal by incentivizing homeowners associations (HOAs), hotels, and multi-unit facilities to educate themselves about how to keep food scraps, yard trimmings, and food-soiled paper out of the landfill. We give financial support for the purchase, installation, and operation of a compost unit(s). The compost generated can then amend local soils for use in gardens and landscaping beds.

### STEP 1

Create your compost.

### STEP 2

Submit your Building Permit and Composting Rebate Incentive application.

### STEP 3

Receive a rebate up to \$5,000 for the cost of your compost system!

**229**

Learn more at  
[townofmountainvillage.com/incentives](http://townofmountainvillage.com/incentives)



# BUILD SMART. SAVE MONEY.



## Smart Building Incentive

The Town of Mountain Village has adopted a Smart Building Incentive allowing property owners to waive up to 100 percent of their building permit fees.

With the intent to reduce the amount of energy and greenhouse gas emissions produced in our community, any resident or business owner renovating, expanding or building onto their property can participate in the Smart Building Incentive. Use incentives individually or collectively.

### INCENTIVE 1

Renewable Energy.  
20% building permit fee discount shall be provided.

### INCENTIVE 2

Exterior Energy Use.  
15% building permit fee discount shall be provided.

### INCENTIVE 3

Interior Energy Use HERS Rating.  
Up to 100% building permit fee discount shall be provided.

**230**

Learn more and apply today at  
[townofmountainvillage.com/incentives](http://townofmountainvillage.com/incentives)



# IMPROVE YOUR HOME. SAVE MONEY.



## Deed-Restricted Workforce Housing Incentive

Build or remodel any Mountain Village deed-restricted housing and waive all Planning Application and Building Permit fees.

### STEP 1

One must own a deed-restricted home or lot in the Town of Mountain Village.

### STEP 2

Submit a Mountain Village Design Review Process Application.

### STEP 3

Submit a Town of Mountain Village building permit upon approval of your Design Review Process Application.

### STEP 4

All Planning Applications and Building Permit Fees are waived

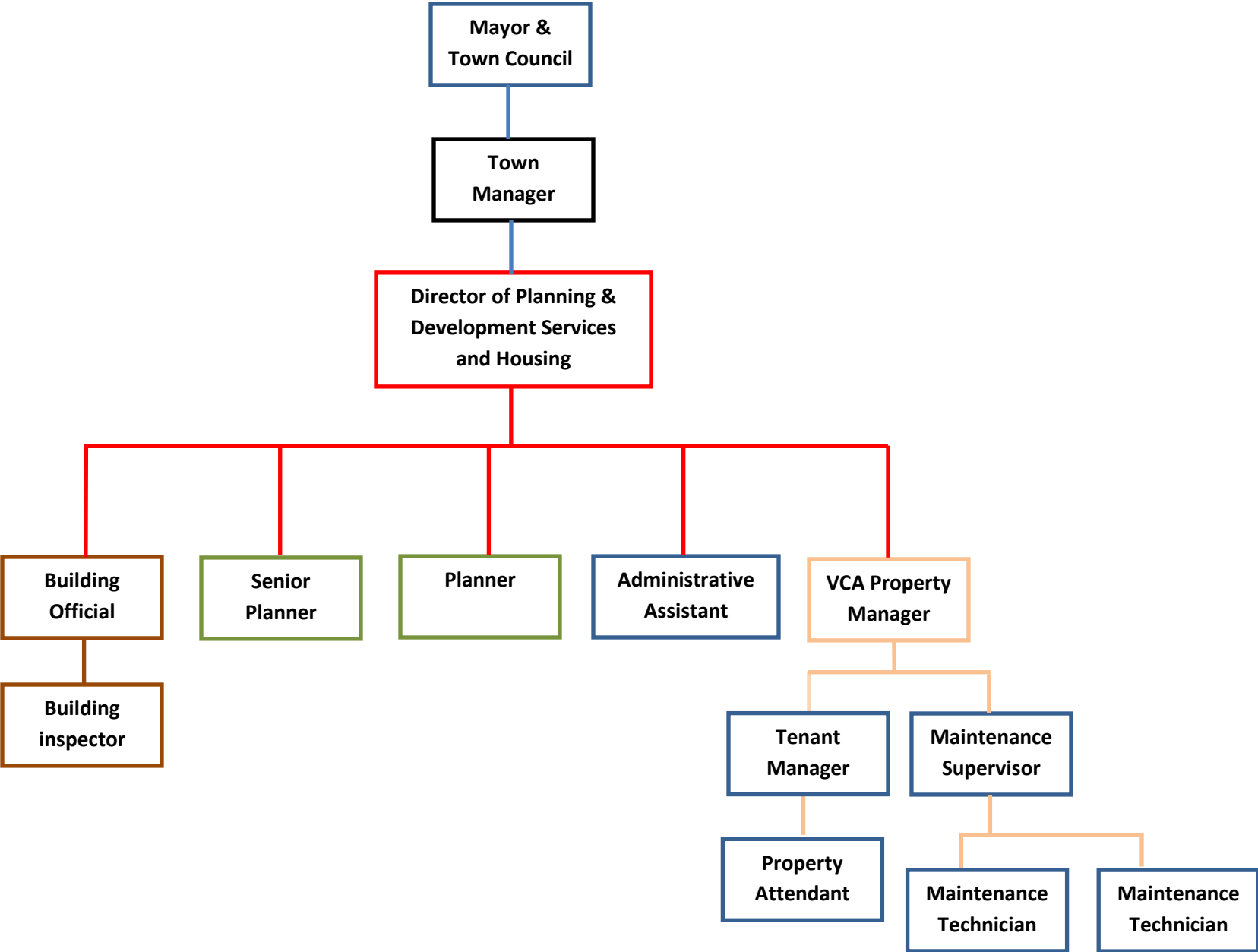
**231**

Learn more and apply today at  
[townofmountainvillage.com/incentives](http://townofmountainvillage.com/incentives)





# Planning & Development Services & Housing



**TOWN OF MOUNTAIN VILLAGE  
2019 BUDGET  
BUILDING DIVISION NARRATIVE**

The Building Division administers and enforces the Building Regulations, including but not limited to the International Residential Code, International Building Code, International Energy Conservation Code, International Mechanical Code, International Plumbing Code, International Property Maintenance Code, National Electrical Code and the International Fuel Gas Code. The Building Division conducts plan review and issues permits; performs housing and dangerous building code inspection and enforcement; conducts field inspections of new construction and remodels; participates in code development with regional building departments; administers the Town's contractor licensing program; and meets continuing education requirements of the ICC. The Building Division provides plumbing and electrical inspections within the Town of Telluride per an existing intergovernmental agreement. The Building Division may also perform building inspections within San Miguel County based on a Memorandum of Understanding. The Building Division also administers energy and resource reducing incentive programs including but not limited to the solar energy, heat trace and smart irrigation controls incentive programs.

**BUILDING DIVISION GOALS**

1. Assemble the necessary professional groups to hold meetings to review, amend and make recommendation to council for adoption the 2018 I Codes
2. Ensure all Building Permit applications are processed in a timely manner.
3. Accurately respond to all customer inquiries in a timely manner regarding building design or Town policies.
4. Conduct contractor and architect training on the Electrical Code, Building Regulations and adopted International Code Council series as amended.
5. Operate the department in an environmentally sustainable and sensitive manner including the responsible use of electricity, natural gas, fuel, paper, water, and chemicals.
6. Operate within Town Council adopted budget.
7. Complete a community outreach education program. Primarily directed at Property Managers and the public on how to hire professional contractors and the issues and consequences with using non-licensed un-professional help. (How to use The Department of Building Safety as a resource to protect property and life)
8. Identify the existing CDC language that is contrary to the Building Codes. Present ideas for improving and simplifying the CDC.

**BUILDING DIVISION PERFORMANCE MEASURES**

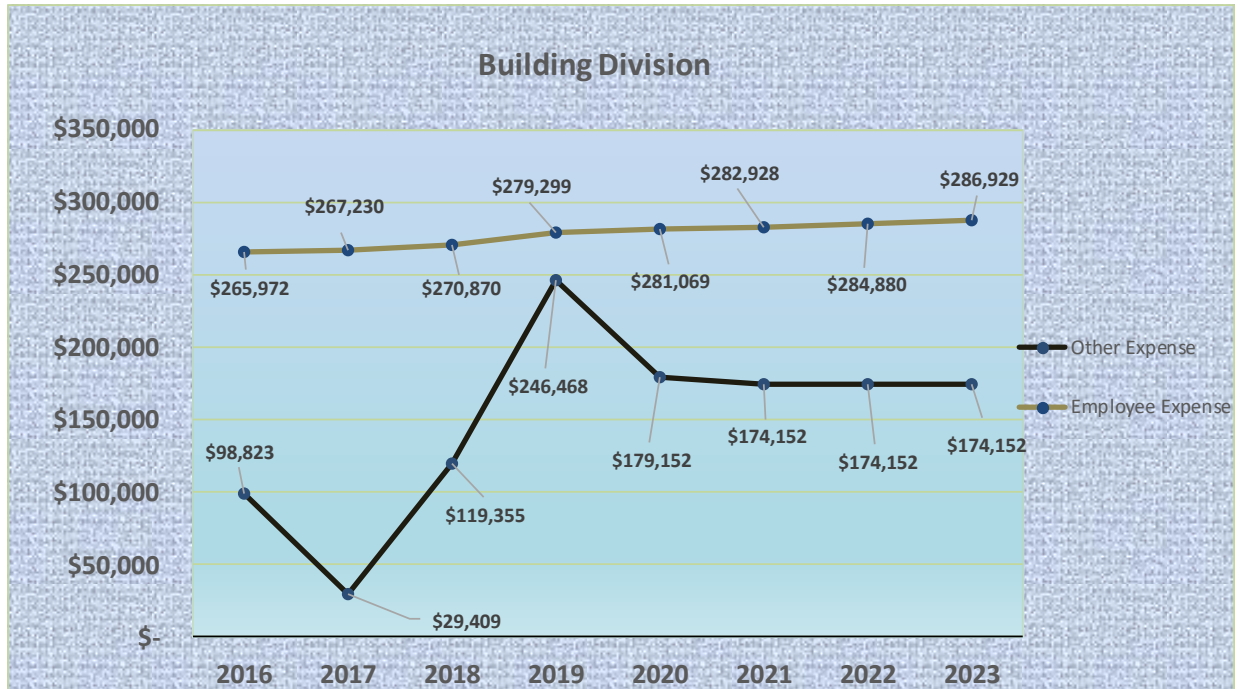
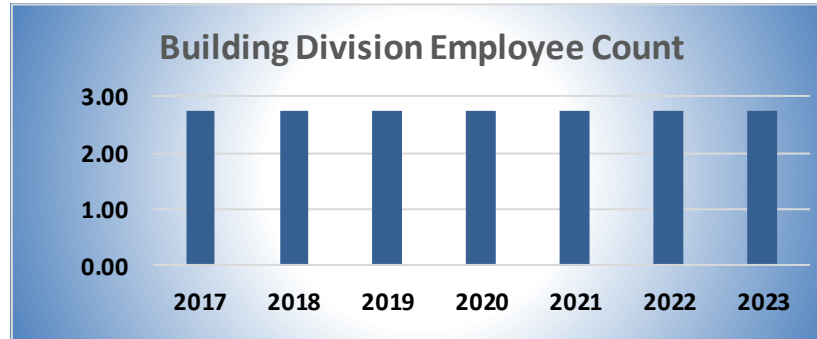
1. Present for adoption to council the 2018 I Codes and remove Building Codes from the CDC and place within the Municipal Code by October of 2018.
2. Ensure all Building Division applications are processed in accordance with the following timelines:
  - A. Conduct all inspections within 24 business hours of inspection request.
  - B. Building Permit, Electrical Permit, Plumbing Permits and Other Building Permits: Reach a decision on building permits within 10 business days unless plan revisions or unique building considerations warrant a longer review time.
3. Respond to customer inquiries by email or phone call within 24 hours. If it needs research then 72 hours.
4. By the end of the second quarter of 2019, conduct contractor and architect training regarding Electrical Code, Building Regulations and adopted International Code Council series as amended.
5. Continue to administer the incentive programs including but not limited to the solar rebate. Consider other incentives.
6. Throughout 2019, operate within Town Council adopted budget throughout the year.
7. Complete a community outreach education program. Primarily directed at Property Managers and the public on how to hire professional contractors and the issues and consequences with using non-licensed un-professional help. (How to use The Building Department as a resource to protect property and life) by the second quarter of the year.
8. Garner support and compliance around energy reducing building practices, incentives and programs.

**2018 BUILDING DIVISION ACHIEVEMENTS**

**Implementing 2018 Goals**

3. Present for adoption to council the 2018 I Codes and remove Building Codes from the CDC and place within the Municipal Code by October of 2018. **Ongoing.**
4. Ensure all Building Division applications are processed in accordance with the following timelines:
  - C. Conduct all inspections within 24 business hours of inspection request.
  - D. Building Permit, Electrical Permit, Plumbing Permits and Other Building Permits: Reach a decision on building permits within 10 business days unless plan revisions or unique building considerations warrant a longer review time. **Done**
4. Respond to customer inquiries by email or phone call within 24 hours. If it needs research then 72 hours. **Done.**
5. By the end of the second quarter of 2019, conduct contractor and architect training regarding Electrical Code, Building Regulations and adopted International Code Council series as amended. **Ongoing.**

9. Continue to administer the incentive programs including but not limited to the solar rebate, irrigation and heat trace incentive programs. Consider other incentives. **Done.**
10. Throughout 2018, operate within Town Council adopted budget throughout the year. **Done.**
11. Complete a community outreach education program. Primarily directed at Property Managers and the public on how to hire professional contractors and the issues and consequences with using non-licensed un-professional help. (How to use The Building Department as a resource to protect property and life) by the second quarter of the year.
12. Identify the existing CDC language that is contrary to the Building Codes. Present ideas for improving and simplifying the CDC by the first quarter of the year. **Done.**
13. Held a Snow Melt Seminar for building professionals. **Done.**
14. Worked well with contractors to work through building issues in order to receive TCO and CO's.



Year Range	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Percentage Change	-18.68%	31.55%	34.73%	-12.47%	-0.68%	0.43%	0.45%

**Town of Mountain Village 2019 Adopted, 2018 Revised, and 2020-2023 Long Term Projections**

**Building Division**

Worksheet	Account Name	Actuals 2016	Actuals 2017	2018			2019	2019	2020 Long Term Projection	2021 Long Term Projection	2022 Long Term Projection	2023 Long Term Projection
				2018 Original	2018 Revised	Adjustments	Adopted					
Building Division	Salaries & Wages	189,981	191,553	197,430	197,827	397	204,157	6,330	204,157	204,157	204,157	204,157
Building Division	Group Insurance	35,784	35,237	34,404	34,404	-	34,404	-	36,124	37,930	39,827	41,818
Building Division	Dependent Health Reimbursement	(993)	(1,434)	(2,292)	(2,292)	-	(2,292)	-	(2,292)	(2,292)	(2,292)	(2,292)
Building Division	PERA & Payroll Taxes	29,454	29,409	30,365	30,426	61	31,400	974	31,400	31,400	31,400	31,400
Building Division	PERA 401K	6,808	7,577	7,075	7,089	14	8,166	1,077	8,166	8,166	8,166	8,166
Building Division	Workers Compensation	2,912	2,032	955	955	-	1,003	48	1,053	1,106	1,161	1,219
Building Division	Other Employee Benefits	2,025	2,857	2,461	2,461	-	2,461	-	2,461	2,461	2,461	2,461
Building Division	Uniforms	32	788	500	500	-	500	-	500	500	500	500
Building Division	Consultation Fees	-	9,988	5,000	5,000	-	7,500	2,500	7,500	7,500	7,500	7,500
Building Division	Vehicle Repair & Maintenance	224	1,566	650	650	-	650	-	650	650	650	650
Building Division	UBC/IRC/IBC Book Supplies	-	-	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
Building Division	Dues, Fees, Licenses	529	530	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000
Building Division	Travel, Education & Training	4,152	1,147	3,500	3,500	-	5,000	1,500	5,000	5,000	5,000	5,000
Building Division	Contract Labor	-	-	4,000	4,000	-	4,000	-	4,000	4,000	4,000	4,000
Building Division	Bank Fees - Credit Card Fees	1,293	2,032	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
Building Division	Supplies	244	-	-	-	-	-	-	-	-	-	-
Building Division	Business Meals	-	-	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000
Building Division	Employee Appreciation	110	278	300	300	-	300	-	300	300	300	300
Building Division	Books & Periodicals	40	993	200	200	-	500	300	497	497	497	497
Building Division	Utilities - Gasoline	887	941	2,205	2,205	-	2,205	-	2,205	2,205	2,205	2,205
Building Division	Non-Capital Equipment	-	539	1,000	1,000	-	1,500	500	1,500	1,500	1,500	1,500
Building Division	Wetlands Study	-	-	3,000	3,000	-	3,000	-	3,000	3,000	3,000	3,000
Building Division	Green Gondola Donation Costs	-	-	5,000	-	(5,000)	-	-	-	-	-	-
Building Division	Environmental Projects	652	675	3,000	3,000	-	3,000	-	3,000	3,000	3,000	3,000
Building Division	Solar Panel Rebates	-	(10,311)	-	-	-	-	-	-	-	-	-
Building Division	Solar Energy Rebates (1)	-	(11,165)	30,000	5,000	(25,000)	5,000	-	5,000	-	-	-
Building Division	LED Lighting Rebates (4)	-	(4,674)	-	-	-	-	-	-	-	-	-
Building Division	Roof Rebates (2)	-	10,894	100,000	15,000	(85,000)	50,000	35,000	50,000	50,000	50,000	50,000
Building Division	Community Environmental Incentives (3)	90,210	25,187	60,000	50,000	(10,000)	60,000	10,000	60,000	60,000	60,000	60,000
Building Division	Energy Mitigation Expenditures	-	-	54,210	-	(54,210)	67,313	67,313	-	-	-	-
Building Division	Farm to Community Initiative	-	-	-	20,000	20,000	30,000	10,000	30,000	30,000	30,000	30,000
Building Division	Misc & Other	450	-	-	-	-	-	-	-	-	-	-
<b>Total</b>		<b>364,795</b>	<b>296,639</b>	<b>548,963</b>	<b>390,225</b>	<b>(158,738)</b>	<b>525,767</b>	<b>135,542</b>	<b>460,221</b>	<b>457,080</b>	<b>459,032</b>	<b>461,081</b>

(1) Will use REMP revenue to fund this in 2019

(2) TMVOA is funding 50%, reflected in revenues

(3) 50K Defensible Space, 5K heat trace 5K irrigation controls, TMVOA is funding 50% of Defensible Space

(4) Now funded by Green Team



**TOWN OF MOUNTAIN VILLAGE  
2019 BUDGET  
PLANNING SERVICES PROGRAM NARRATIVE**

Planning Services has a primary responsibility for implementing the vision and goals of the Comprehensive Plan, most commonly through administering provisions of the Community Development Code (CDC); assisting the Design Review Board and Town Council regarding policy and development decisions; facilitating amendments to the Plan; bringing forward timely amendments to the CDC; promoting fire mitigation, forest health and environmental sustainability; and the review and approval of proposed uses and improvements in the plaza areas to assist in the vibrancy of the Village Center.

**PLANNING SERVICES GOALS**

1. Assist the business community, residents and homeowners achieve their goals of building, improving and being a part of the Mountain Village.
2. Facilitate the preparation of the Town Hall Subarea Plan Phase II in partnership with Telluride Mountain Village, Telluride Ski and Golf and all of the citizens of Mountain Village.
3. Implement forest health measures and raise awareness of forest health and fire mitigation strategies.
4. Develop programs and policies to reduce the use of electricity, natural gas, fuel, paper, water, and chemicals.
5. Increase the vibrancy of the Village Center.
6. Be an advocate for workforce housing.

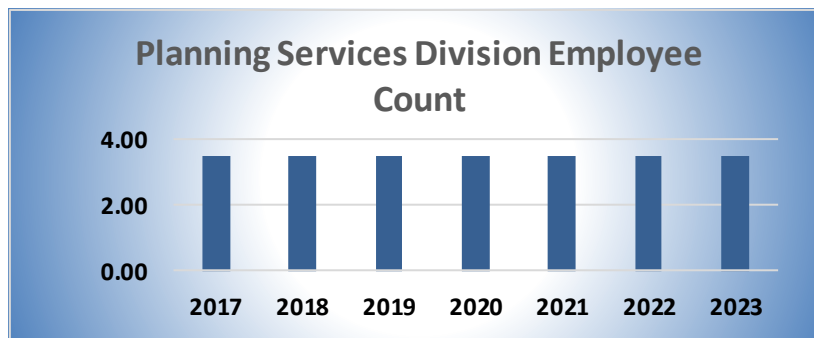
**PLANNING SERVICES PERFORMANCE MEASURES**

1. Continue to look for ways to streamline process, increase incentives and invite public participation to encourage compliance with planning and building regulations, policies and procedures while developing a sense of community.
  - a. Bring through a clean up CDC amendment.
  - b. Finalize the sandwich board and Village Center compliance and presentation in partnership with TMVOA by second quarter.
  - c. Finalizing 3-D model of Village Center for public use.
2. Implement Phase II of the Town Hall Subarea Planning process to prioritize, strategize and implement portions of the Town Hall Subarea Plan by:
  - a. Bringing road realignment, landscape design, platting and zoning to achieve a greater sense of arrival and park improvements through design in 2019 and bid and construction in 2020.
3. Continue to fund and advertise forest health and wildfire mitigation rebate and incentive programs that include both the defensible space and the cedar shake rebate program. Report to Town Council in the first or second quarter the progress of both programs. Re-evaluate staffing and level of service in 2019 for the community in light of staffing changes in the planning department.
4. Develop programs and policies to reduce the use of electricity, natural gas, fuel, paper, water, and chemicals.
  - a. Initiate programming needs in Meritage to integrate planning files by second quarter.
  - b. See Building Department measures for other associated measures e.g. updating building and energy codes.
5. Implement portions of Village Center Vibrancy Plan.
6. Be an advocate for workforce housing by:
  - a. Partnering with other entities and municipalities with a common goal when requested.
  - b. Share information with other entities and municipalities for the common goal.
  - c. Educate the broader public when the opportunities present themselves.
  - d. Think creatively about bringing entities together to effectuate land trades or mutually beneficial scenarios that would result in an increase in workforce housing.

## 2018 PLANNING DIVISION ACHIEVEMENTS

### Implementing 2018 Goals

1. Continue to look for ways to streamline process, increase incentives and invite public participation to encourage compliance with planning and building regulations, policies and procedures while developing a sense of community.
  - a. Implemented a Cedar Shake Incentive Program
  - b. Continuing to work on a sandwich board prototype in conjunction with TMVOA to help improve Village Center vibrancy and aesthetic.
  - c. Created and Implemented a Farm to Community Income Qualified Program.
  - d. Executed contract for GHG Emissions Inventory for the Community.
2. Implement Phase II of the Town Hall Subarea Planning process to prioritize, strategize and implement portions of the Town Hall Subarea Plan.
  - a. Finalized Phase II Contract.
  - b. Assembled technical team to perfect road realignment plan.
  - c. Intend to continue with design, platting zoning and ownership in 2019.
3. Continue to fund and advertise forest health and wildfire mitigation rebate and incentive programs that include both the defensible space and the cedar shake rebate program. Report to Town Council in the first or second quarter the progress of both programs. **Done**
4. Develop programs and policies to reduce the use of electricity, natural gas, fuel, paper, water, and chemicals.
  - a. Proposed a number of possible building code amendments to address these issues.
5. Receive direction from Town Council as to scope of Village Center vibrancy plan in the first quarter. Implement direction in 2018 by end of year that would include an improvements plan.
  - a. Executed a contract for services with AECOM
  - b. AECOM contract work began in August of 2018.
  - c. Hired a Community Engagement Coordinator to help facilitate business related Village Center issues.
6. Be an advocate for workforce housing:
  - a. Purchased a Deed Restricted unit at Cassidy Ridge.
  - b. Continuing to fund the down payment assistance program.
  - c. Prioritizing the VCA expansion project.
  - d. Final Housing Needs Assessment Update completed in fall of 2018 that included a VCA specific needs analysis.
  - e. Met with private and public entities regarding workforce housing ideas.
7. Created an informational hand-out regarding wetlands and explain development best practices, CDC regulations, conservation easements with input from the EPA and Army Corps.
  - a. Completed awaiting TSG final review.
8. Complete CDC amendment regarding Village Center roofing material by the beginning of the second quarter. **Done.**





**Percentage Change in Expenditures - Year to Year**

Year Range	Percentage Change
2016-2017	-18.74%
2017-2018	54.65%
2018-2019	-21.27%
2019-2020	-7.55%
2020-2021	-1.91%
2021-2022	0.02%
2022-2023	0.55%

**Town of Mountain Village 2019 Adopted, 2018 Revised, and 2020-2023 Long Term Projections**

***Planning Services***

Planning & Zoning	Salaries & Wages	202,536	220,573	230,013	228,817	(1,196)	236,139	7,322	216,139	216,139	216,139	216,139
Planning & Zoning	Housing Allowance	-	1,408	-	-	-	-	-	-	-	-	-
Planning & Zoning	Group Insurance	32,738	38,671	42,943	42,943	-	42,943	-	45,090	45,090	45,090	47,345
Planning & Zoning	Dependent Health Reimbursement	(2,682)	(1,926)	(637)	(669)	(32)	(702)	(33)	(737)	(737)	(737)	(737)
Planning & Zoning	PERA & Payroll Taxes	30,814	33,801	35,376	35,192	(184)	36,318	1,126	33,240	33,242	33,242	33,242
Planning & Zoning	PERA 401K	8,115	8,612	9,216	9,168	(48)	11,775	2,607	11,775	11,775	11,775	11,775
Planning & Zoning	Workers Compensation	1,795	1,938	1,793	1,793	-	1,883	90	1,977	2,076	2,179	2,288
Planning & Zoning	Other Employee Benefits	2,835	3,793	3,133	3,133	-	3,133	-	3,133	3,130	3,131	3,131
Planning & Zoning	Consultation Fees- Planning (1)	84,044	3,093	1,500	1,500	-	25,000	23,500	10,000	1,500	1,500	1,500
Planning & Zoning	Consulting-Master Planning (2)	45,890	35,875	233,000	233,000	-	30,000	(203,000)	30,000	30,000	30,000	30,000
Planning & Zoning	Forestry Management	51,095	14,623	50,000	10,000	(40,000)	50,000	40,000	50,000	50,000	50,000	50,000
Planning & Zoning	Public Noticing	140	1,846	3,000	3,000	-	3,000	-	3,000	3,000	3,000	3,000
Planning & Zoning	Facility Expenses	689	7	-	-	-	-	-	-	-	-	-
Planning & Zoning	Communications	4,598	4,074	4,029	4,029	-	4,029	-	4,029	4,029	4,029	4,029
Planning & Zoning	Contract Labor	-	500	-	-	-	-	-	-	-	-	-
Planning & Zoning	Postage & Freight	26	88	120	120	-	120	-	120	120	120	120
Planning & Zoning	General Supplies & Material	1,988	3,920	2,500	2,500	-	2,500	-	2,500	2,500	2,500	2,500
Planning & Zoning	Printing & Binding	1,238	3,344	3,500	3,500	-	3,500	-	3,500	3,500	3,500	3,500
Planning & Zoning	Recording Fees	370	354	600	600	-	600	-	600	600	600	600
Planning & Zoning	Dues & Fees	1,076	1,140	1,400	1,400	-	1,400	-	1,400	1,400	1,400	1,400
Planning & Zoning	Travel, Education & Training	2,760	2,994	7,000	7,000	-	7,000	-	7,000	7,000	7,000	7,000
Planning & Zoning	Business Meals	2,836	3,257	3,000	3,000	-	3,000	-	3,000	3,000	3,000	3,000
Planning & Zoning	Employee Appreciation	902	287	300	300	-	300	-	300	300	300	300
Planning & Zoning	Other Benefits - DRB	6,622	6,722	7,155	7,155	-	7,155	-	7,155	7,155	7,155	7,155
Planning & Zoning	Live Streaming	-	1,200	6,000	6,000	-	6,000	-	6,000	6,000	6,000	6,000
Planning & Zoning	Books & Periodicals	-	200	250	250	-	250	-	250	250	250	250
<b>Total</b>		<b>480,426</b>	<b>390,394</b>	<b>645,191</b>	<b>603,731</b>	<b>(41,460)</b>	<b>475,343</b>	<b>(128,389)</b>	<b>439,471</b>	<b>431,069</b>	<b>431,173</b>	<b>433,537</b>

(1) Intend to hire architect/firm to amend CDC with lighting/design in the Village Center

(2) 2018 \$100,000 VC, \$70,000 TH, \$20,000 VC replat/rezone, \$43,000 village court expansion RFQ design engineering and cost estimating. 2019: \$100K VC, \$70K TH, \$50K Village Court Expansion, \$13K design CDC amend consulting lighting, design, architectural features



**TOWN OF MOUNTAIN VILLAGE  
2019 BUDGET  
MOUNTAIN VILLAGE HOUSING AUTHORITY DIVISION PROGRAM NARRATIVE**

The Housing Authority Division oversees the following:

1. Village Court Apartments Enterprise Fund
2. Affordable Housing Development Fund when funds are available
3. Mortgage Assistance Pool Fund when funds are available
4. Housing Program Administration and Enforcement through Intergovernmental Agreement (“IGA”) with the San Miguel Regional Housing Authority (“RHA”)

The Mountain Village Housing Authority Division, through and IGA with the RHA, enforces the Town’s affordable housing ordinances and guidelines related to the construction, development, sale and use of deed-restricted employee housing. The Housing Authority, through an IGA with RHA, assists with homeowner education and buying and selling deed-restricted homes. The division is also responsible for developing and implementing new housing projects for rental and ownership options as funding becomes available.

**HOUSING DIVISION GOALS**

1. Replace flooring that is over life expectancy in all units.
2. Replace flooring in building 10 hallways.
3. Start and maintain landscaping.
4. Implement new files and filing system.
5. Receive good report and no findings with the audit and inspect by the Department of Local Affairs (DOLA) in 2019.
6. Maintain all buildings and property in accordance with written building and property maintenance standard operating procedures.
7. Respond to all tenant inquiries and maintenance requests in a professional and customer-service oriented manner.
8. Operate within the housing authority adopted budget.
9. Operate the apartments in an environmentally sustainable and sensitive manner including the responsible use of electricity, natural, fuel, paper, water, and chemicals.

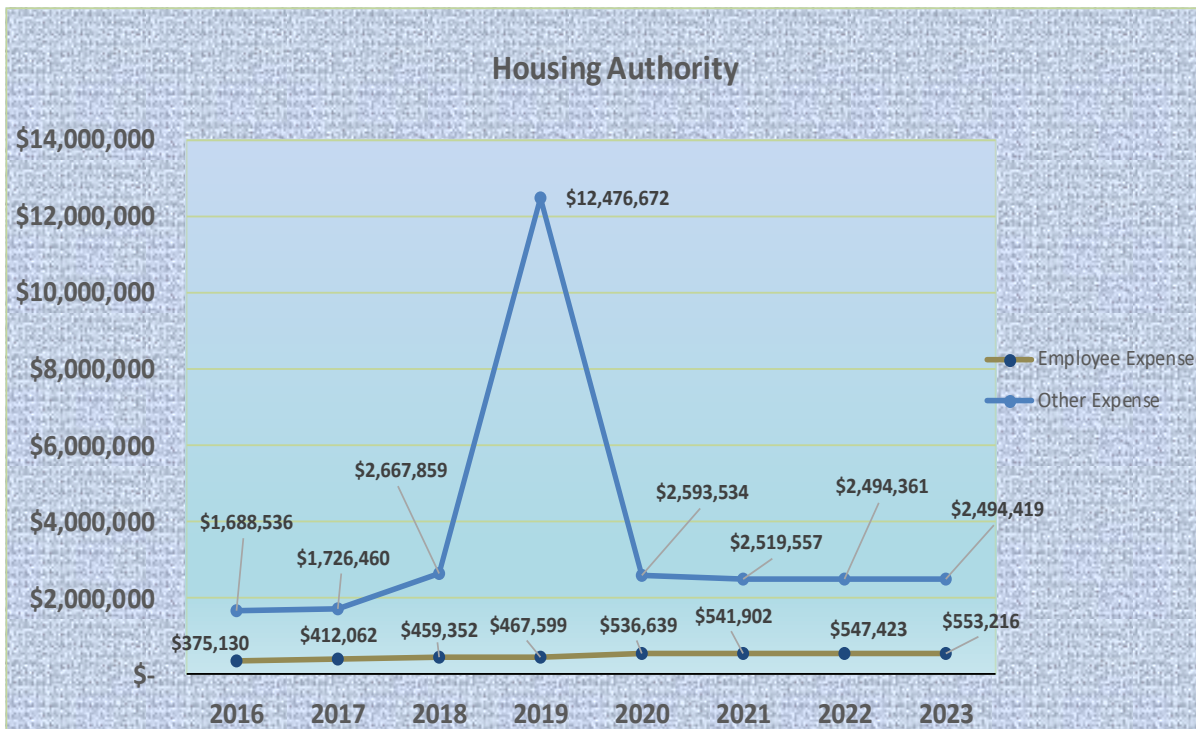
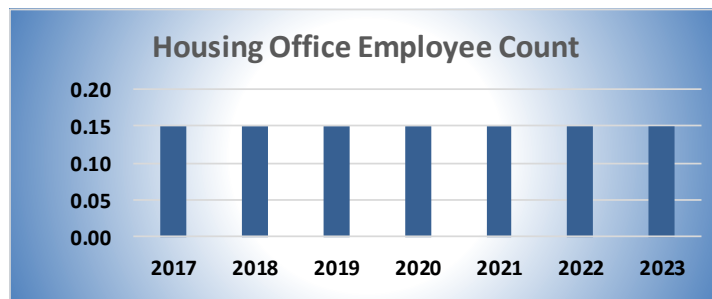
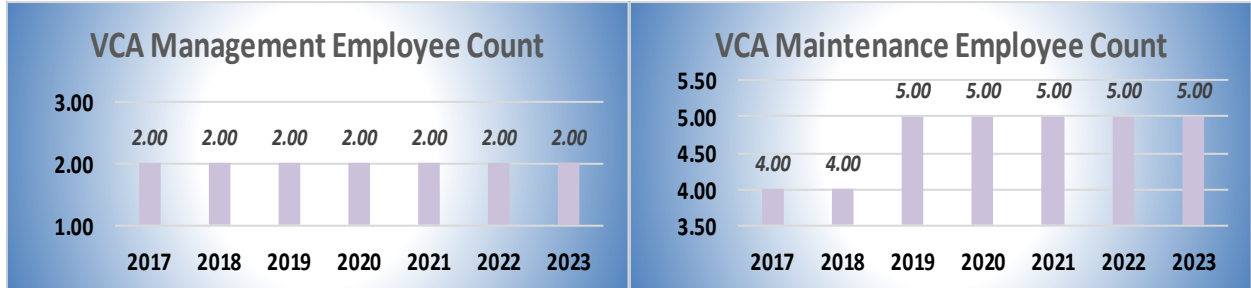
**HOUSING DIVISION PERFORMANCE MEASURES**

1. Updates and maintain of property completed.
2. Files and system put into place.
3. Prepare in advance all necessary requirements in anticipation of the DOLA audit and inspection.
4. Throughout the year, maintain all buildings and property in accordance with written building and property maintenance standard operating procedures.
5. At all times, respond to all tenants inquires and requests in a professional and customer-service oriented manner in the following timeframes: All tenants requests within one (1) hour for emergency situations, and 48 hours for all other requests.
6. Throughout the year, operate within the Housing Authority adopted budget.
7. Operate the apartments in an environmentally sustainable and sensitive manner including the responsible use of electricity, natural, fuel, paper, water, and chemicals.
  - a. Initiate year two of the annual review and inspections of each unit.
  - b. Continue to upgrade appliances and fixtures in order of priority beginning with water heaters, then refrigerators, water fixtures and light bulbs with unit turn overs and as identified with the annual inspections.

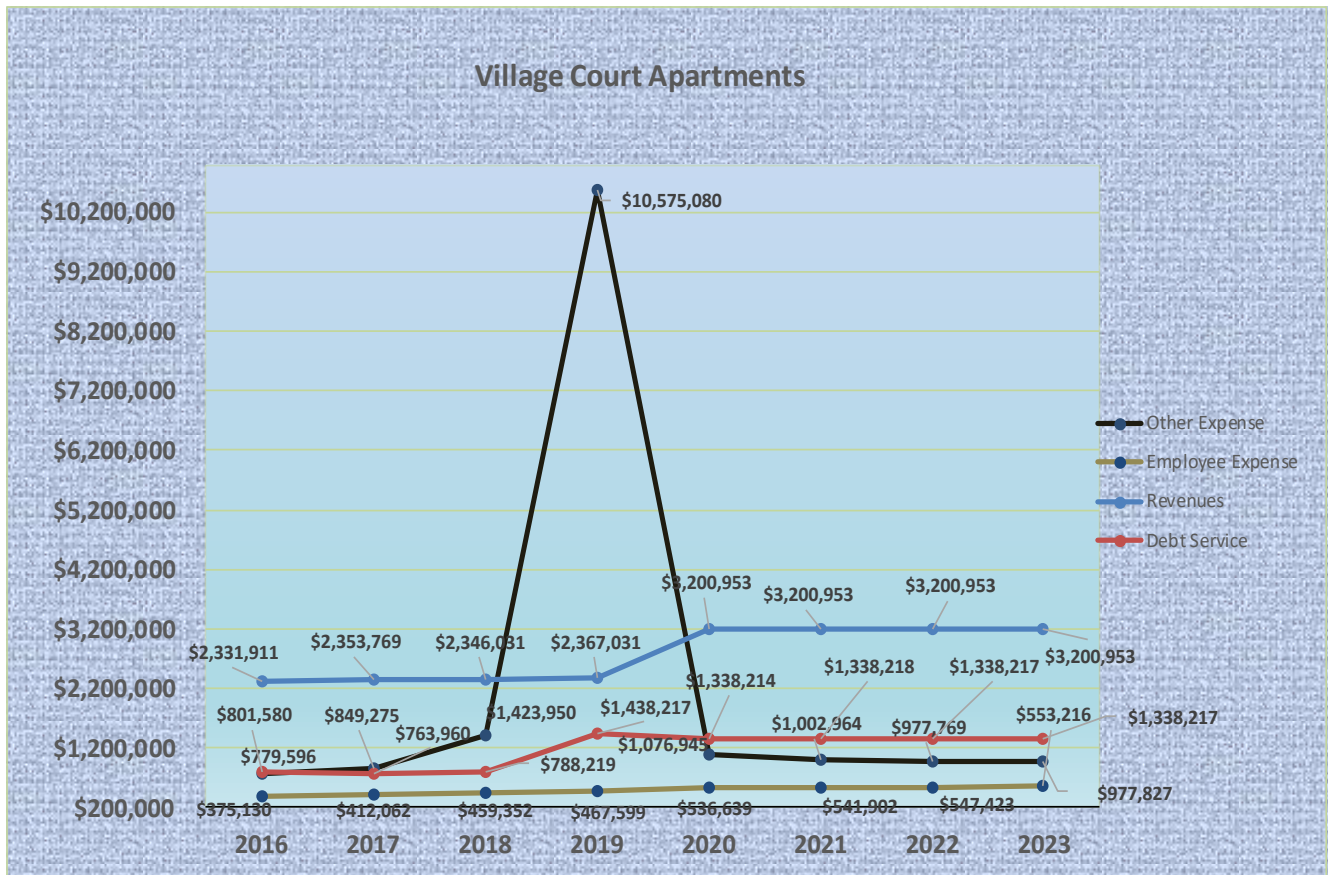
**2018 HOUSING DIVISION ACHIEVEMENTS**

1. Finish construction of the laundry room addition by Building 8.
2. Finalized the VCA Policy and Procedures manual.
3. Restriped the parking lot and additional parking lot construction done which added a significant number of parking spaces onsite.
4. Continued to meet necessary requirements in anticipation of the DOLA audit and inspection.
5. Throughout the year, maintained all buildings and property in accordance with written building and property maintenance standard operating procedures.

6. Responded to all tenants inquires and requests in a professional and customer-service oriented manner in the following timeframes: All tenants requests within one (1) hour for emergency situations, and 48 hours for all other requests.
7. Installed a storage shelf in bathroom of all 2 bedroom units.
8. Upgrading all appliances over life expectancy.
9. Added a paver walkway from driveway to back of building 8 and paver area in front of office.
10. Replaced utility vehicles.

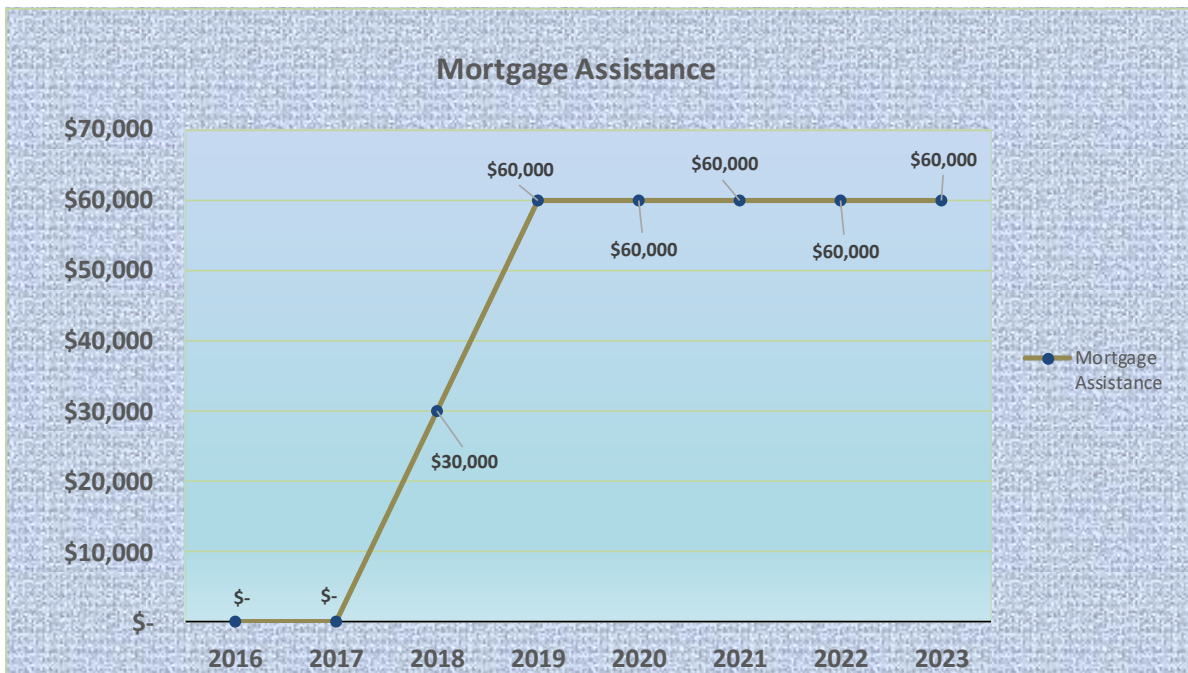


Year Range	Change (%)
2016-2017	3.63%
2017-2018	46.23%
2018-2019	313.92%
2019-2020	-75.82%
2020-2021	-2.20%
2021-2022	-0.64%
2022-2023	0.19%



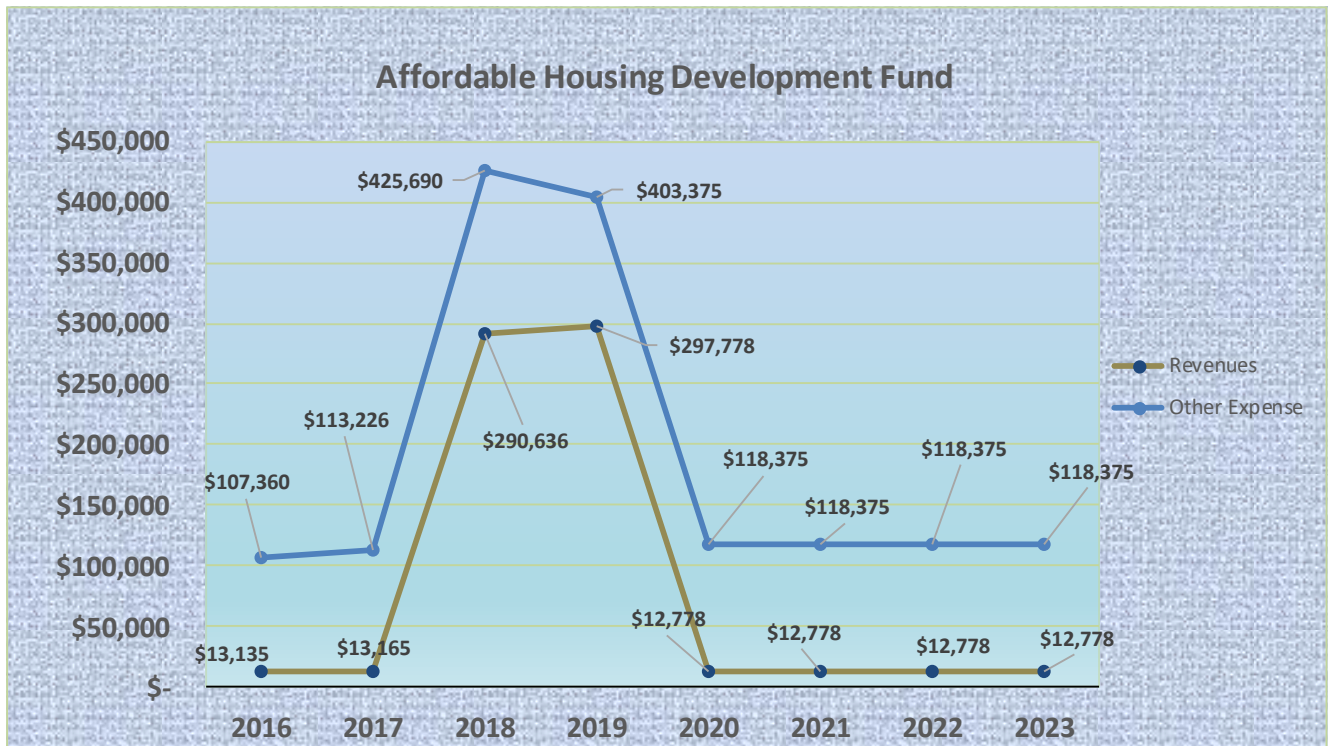
**Percentage Change in Expenditures - Year to Year**

Year Range	Percentage Change
2016-2017	3.53%
2017-2018	31.91%
2018-2019	367.18%
2019-2020	-76.35%
2020-2021	-2.33%
2021-2022	-0.68%
2022-2023	0.20%



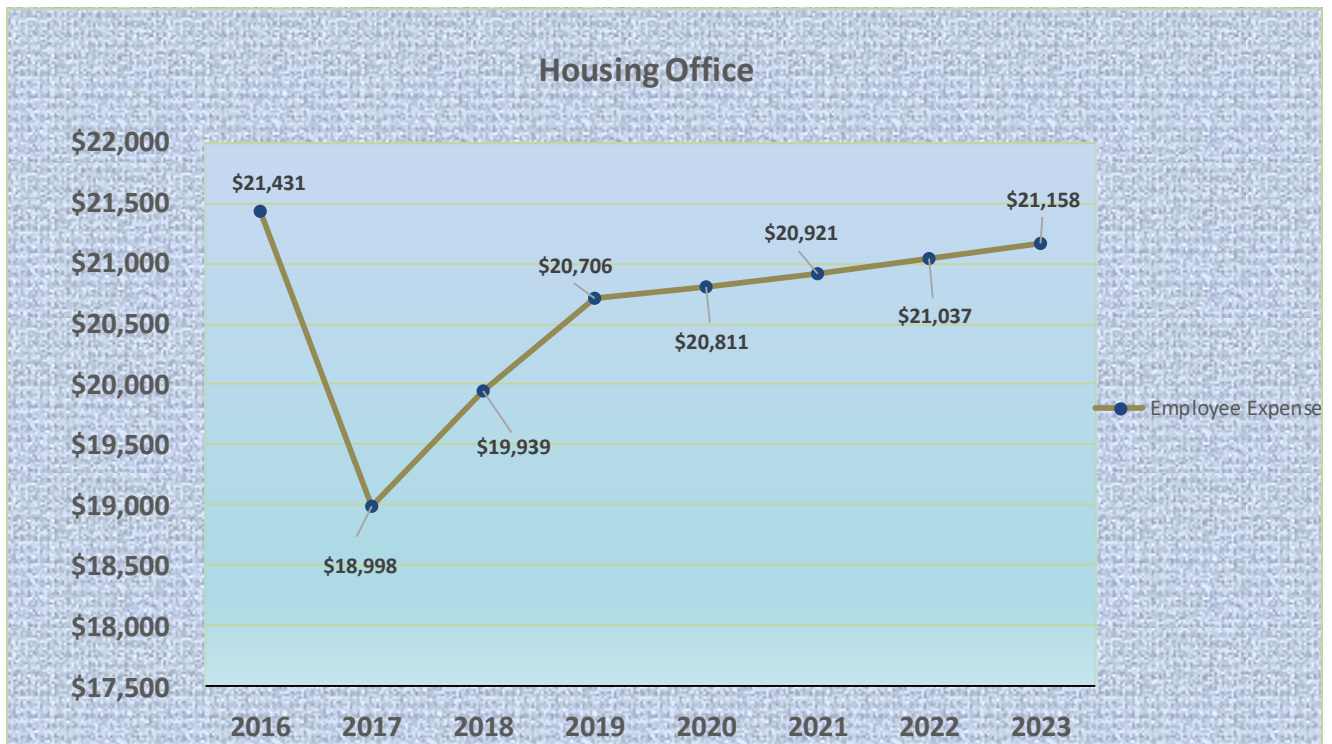
**Percentage Change in Expenditures - Year to Year**

Year Range	Percentage Change
2016-2017	#DIV/0!
2017-2018	#DIV/0!
2018-2019	100.00%
2019-2020	0.00%
2020-2021	0.00%
2021-2022	0.00%
2022-2023	0.00%



**Percentage Change in Expenditures - Year to Year**

Year	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Percentage Change	5.46%	275.97%	-5.24%	-70.65%	0.00%	0.00%	0.00%



Year	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Percentage Change	-11.35%	4.95%	3.84%	0.51%	0.53%	0.55%	0.58%



Town of Mountain Village 2019 Adopted, 2018 Revised, and 2020-2023 Long Term Projections

Housing Office

Worksheet	Account Name	Actuals 2016	Actuals 2017	2018				2019	2020 Long Term Projection	2021 Long Term Projection	2022 Long Term Projection	2023 Long Term Projection
				2018 Original	2018 Revised	Adjustments	2019 Adopted					
Housing Office	Salaries & Wages	16,568	14,581	15,450	15,563	113	16,061	498	16,061	16,061	16,061	16,061
Housing Office	Group Insurance	1,952	1,472	1,890	1,890	-	1,890	-	1,985	2,084	2,188	2,297
Housing Office	Dependent Health Reimbursement	(73)	(211)	(542)	(542)	-	(542)	-	(542)	(542)	(542)	(542)
Housing Office	PERA & Payroll Taxes	2,482	2,190	2,376	2,394	18	2,471	77	2,471	2,471	2,471	2,471
Housing Office	PERA 401K	326	274	300	300	-	482	182	482	482	482	482
Housing Office	Workers Compensation	177	291	200	200	-	210	10	221	232	243	255
Housing Office	Other Employee Benefits	-	401	134	134	-	134	-	134	134	134	134
<b>Total</b>		<b>21,431</b>	<b>18,998</b>	<b>19,808</b>	<b>19,939</b>	<b>131</b>	<b>20,706</b>	<b>767</b>	<b>20,811</b>	<b>20,921</b>	<b>21,037</b>	<b>21,158</b>

Town of Mountain Village 2019 Adopted, 2018 Revised, and 2020-2023 Long Term Projections

Village Court Apartments

Worksheet

	Actuals 2016	Actuals 2017	2018 Original	2018 Revised	2018 Adjustments	2019 Adopted	2019 Adjustments	2020 Long Term Projection	2021 Long Term Projection	2022 Long Term Projection	2023 Long Term Projection
<b>Summary</b>											
<b>Revenues</b>											
Rents	2,272,661	2,248,663	2,236,748	2,247,771	11,023	2,287,771	40,000	3,111,693	3,111,693	3,111,693	3,111,693
Other Operating Income	59,250	105,106	79,260	98,260	19,000	79,260	(19,000)	89,260	89,260	89,260	89,260
<b>Total Revenues</b>	<b>2,331,911</b>	<b>2,353,769</b>	<b>2,316,008</b>	<b>2,346,031</b>	<b>30,023</b>	<b>2,367,031</b>	<b>21,000</b>	<b>3,200,953</b>	<b>3,200,953</b>	<b>3,200,953</b>	<b>3,200,953</b>
<b>Operating Expenditures</b>											
Office Operations	138,114	175,688	191,695	195,725	4,030	199,919	4,194	201,415	202,985	204,634	206,366
General & Administrative	115,696	127,667	121,435	128,935	7,500	133,935	5,000	133,935	133,935	133,935	133,935
Utilities	353,617	370,625	395,945	395,945	-	395,945	-	434,900	434,900	434,900	434,900
Repair & Maintenance	367,916	385,612	396,862	415,240	18,378	443,293	28,053	610,838	519,530	523,402	527,464
Non-routine Repair & Maintenance	123,718	195,032	108,817	357,523	248,706	453,323	95,800	216,521	238,220	213,220	213,220
Contingency	9,338	-	12,408	14,934	2,526	16,264	1,330	15,976	15,296	15,101	15,159
<b>Total Operating Expenditures</b>	<b>1,108,399</b>	<b>1,254,624</b>	<b>1,227,162</b>	<b>1,508,302</b>	<b>281,140</b>	<b>1,642,679</b>	<b>134,377</b>	<b>1,613,584</b>	<b>1,544,865</b>	<b>1,525,192</b>	<b>1,531,043</b>
<b>Capital Outlay</b>											
Capital Outlay Expense	46,327	6,713	15,000	375,000	360,000	9,400,000	9,025,000	-	-	-	-
<b>Total Capital Outlay</b>	<b>46,327</b>	<b>6,713</b>	<b>15,000</b>	<b>375,000</b>	<b>360,000</b>	<b>9,400,000</b>	<b>9,025,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Debt Service</b>											
Phase 4 Debt Service P&I	-	-	-	-	-	550,000	550,000	550,000	550,000	550,000	550,000
US 2014A&B Loan Fund Interest	(52)	(1,264)	(60)	(60)	-	(60)	-	(60)	(60)	(60)	(60)
Interest Expense-2014A	432,260	406,401	394,541	394,541	-	381,884	(12,657)	369,833	355,374	341,460	341,460
Trustee Fees	1,750	1,750	-	-	-	-	-	-	-	-	-
Phase 4 Cost Of Issuance	-	-	-	-	-	100,000	100,000	-	-	-	-
Bonds-Principal	367,621	357,073	393,738	393,738	-	406,393	12,655	418,441	432,904	446,817	446,817
<b>Total Debt Service</b>	<b>801,580</b>	<b>763,960</b>	<b>788,219</b>	<b>788,219</b>	<b>-</b>	<b>1,438,217</b>	<b>649,998</b>	<b>1,338,214</b>	<b>1,338,218</b>	<b>1,338,217</b>	<b>1,338,217</b>
<b>Other Source/Uses</b>											
Gain/Loss On Sale Of Assets	-	(3,245)	-	-	-	-	-	-	-	-	-
Transfer To GF - Overhead Allocation	(102,446)	(118,518)	(109,282)	(140,169)	(30,887)	(162,959)	(22,790)	(172,489)	(164,220)	(163,771)	(165,759)
Bond Proceeds	-	-	-	-	-	8,500,000	8,500,000	-	-	-	-
AHDF Contribution	-	-	-	-	-	1,472,093	1,472,093	-	-	-	-
<b>Total Other Sources/Uses</b>	<b>(102,446)</b>	<b>(121,763)</b>	<b>(109,282)</b>	<b>(140,169)</b>	<b>(30,887)</b>	<b>9,809,134</b>	<b>9,949,303</b>	<b>(172,489)</b>	<b>(164,220)</b>	<b>(163,771)</b>	<b>(165,759)</b>
<b>Surplus (Deficit)</b>	<b>273,160</b>	<b>206,709</b>	<b>176,345</b>	<b>(465,659)</b>	<b>(642,004)</b>	<b>(304,731)</b>	<b>160,928</b>	<b>76,666</b>	<b>153,649</b>	<b>173,773</b>	<b>165,934</b>
<b>Beginning Available Fund Balance</b>	<b>290,521</b>	<b>563,681</b>	<b>770,390</b>	<b>770,390</b>		<b>304,731</b>		<b>-</b>	<b>76,666</b>	<b>230,315</b>	<b>404,088</b>
<b>Ending Available Fund Balance</b>	<b>563,681</b>	<b>770,390</b>	<b>946,735</b>	<b>304,731</b>		<b>-</b>		<b>76,666</b>	<b>230,315</b>	<b>404,088</b>	<b>570,022</b>

Town of Mountain Village 2019 Adopted, 2018 Revised, and 2020-2023 Long Term Projections

Village Court Apartments

Worksheet		Actuals 2016	Actuals 2017	2018 Original	2018 Revised	2018 Adjustments	2019 Adopted	2019 Adjustments	2020 Long Term Projection	2021 Long Term Projection	2022 Long Term Projection	2023 Long Term Projection
<b>Revenues</b>												
VCA Revenues	Phase 4 Potential Rents	-	-	-	-	-	-	-	783,922	783,922	783,922	783,922
VCA Revenues	Apartment Rents	2,230,397	2,200,208	2,204,540	2,204,540	-	2,244,540	40,000	2,284,540	2,284,540	2,284,540	2,284,540
VCA Revenues	Commercial Space Rent	28,488	28,488	28,488	28,488	-	28,488	-	28,488	28,488	28,488	28,488
VCA Revenues	Storage Rents	15,692	15,360	14,743	14,743	-	14,743	-	14,743	14,743	14,743	14,743
VCA Revenues	Allowance For Bad Debt	(1,917)	4,608	(11,023)	-	11,023	-	-	-	-	-	-
<b>Total Rent Revenues</b>		<b>2,272,661</b>	<b>2,248,663</b>	<b>2,236,748</b>	<b>2,247,771</b>	<b>11,023</b>	<b>2,287,771</b>	<b>40,000</b>	<b>3,111,693</b>	<b>3,111,693</b>	<b>3,111,693</b>	<b>3,111,693</b>
VCA Revenues	Late Fees	5,867	9,430	5,000	5,000	-	5,000	-	5,000	5,000	5,000	5,000
VCA Revenues	NSF Fee	240	240	250	250	-	250	-	250	250	250	250
VCA Revenues	Lease Break Fee	1,000	8,890	5,000	5,000	-	5,000	-	5,000	5,000	5,000	5,000
VCA Revenues	Unit Transfer Fees	-	3,600	-	-	-	-	-	-	-	-	-
VCA Revenues	Apartment Furnishings	-	-	500	-	(500)	-	-	-	-	-	-
VCA Revenues	Laundry Revenue (1)	30,152	42,601	40,000	59,000	19,000	40,000	(19,000)	50,000	50,000	50,000	50,000
VCA Revenues	Laundry Vending	589	-	-	-	-	-	-	-	-	-	-
VCA Revenues	Carpet Cleaning Revenue	2,250	3,075	-	-	-	-	-	-	-	-	-
VCA Revenues	Cleaning Charges Revenue	565	2,808	3,000	3,000	-	3,000	-	3,000	3,000	3,000	3,000
VCA Revenues	Repair Charge Revenue	929	3,184	3,000	3,000	-	3,000	-	3,000	3,000	3,000	3,000
VCA Revenues	Credit Card Fees	4,618	3,754	5,000	5,000	-	5,000	-	5,000	5,000	5,000	5,000
VCA Revenues	WF Investment Income	1,227	725	10	10	-	10	-	10	10	10	10
VCA Revenues	Credit Check Revenue	3,940	4,750	4,500	4,500	-	4,500	-	4,500	4,500	4,500	4,500
VCA Revenues	Pet Fees	6,950	12,025	8,000	10,000	2,000	10,000	-	10,000	10,000	10,000	10,000
VCA Revenues	Parking Enforcement	575	1,500	-	-	-	-	-	-	-	-	-
VCA Revenues	Other Misc Revenue	349	8,524	5,000	3,500	(1,500)	3,500	-	3,500	3,500	3,500	3,500
<b>Total Other Revenues</b>		<b>59,250</b>	<b>105,106</b>	<b>79,260</b>	<b>98,260</b>	<b>19,000</b>	<b>79,260</b>	<b>(19,000)</b>	<b>89,260</b>	<b>89,260</b>	<b>89,260</b>	<b>89,260</b>
<b>Total Revenues</b>		<b>2,331,911</b>	<b>2,353,769</b>	<b>2,316,008</b>	<b>2,346,031</b>	<b>30,023</b>	<b>2,367,031</b>	<b>21,000</b>	<b>3,200,953</b>	<b>3,200,953</b>	<b>3,200,953</b>	<b>3,200,953</b>

(1) Drawing down (laundry) reserves in 2019 for the new laundry equipment and repair and maintenance for existing equipment.

Town of Mountain Village 2019 Adopted, 2018 Revised, and 2020-2023 Long Term Projections

Village Court Apartments

Worksheet

**Office Operations**

	Actuals 2016	Actuals 2017	2018 Original	2018 Revised	2018 Adjustments	2019 Adopted	2019 Adjustments	2020 Long Term Projection	2021 Long Term Projection	2022 Long Term Projection	2023 Long Term Projection
VCA Salaries & Wages - Management	80,188	99,745	105,320	108,674	3,354	112,152	3,478	112,152	112,152	112,152	112,152
VCA PERA & Payroll Taxes	12,375	15,165	16,198	16,714	516	17,249	535	17,249	17,249	17,249	17,249
VCA Workers' Compensation	(5)	361	3,652	3,652	-	3,835	183	4,026	4,228	4,439	4,661
VCA Group Insurance	17,637	25,566	26,079	26,079	-	26,079	-	27,383	28,752	30,190	31,699
VCA PERA 401K	1,045	527	5,024	5,184	160	2,243	(2,941)	2,243	2,243	2,243	2,243
VCA Other Employee Benefits	3,229	1,810	1,860	1,860	-	1,800	(60)	1,800	1,800	1,800	1,800
VCA Housing Allowance	2,333	7,596	10,140	10,140	-	10,140	-	10,140	10,140	10,140	10,140
VCA Computer & Software Support	6,072	8,863	9,072	9,072	-	9,072	-	9,072	9,072	9,072	9,072
VCA Postage/Freight	51	10	150	150	-	150	-	150	150	150	150
VCA Dues, Licenses & Fees	4,029	3,462	4,000	4,000	-	4,000	-	4,000	4,000	4,000	4,000
VCA Travel & Training	1,006	4,531	3,500	3,500	-	3,500	-	3,500	3,500	3,500	3,500
VCA Telephone (1)	5,760	2,491	3,000	3,000	-	6,000	3,000	6,000	6,000	6,000	6,000
VCA Credit / Collections Costs & Fees	2,788	4,390	3,500	3,500	-	3,500	-	3,500	3,500	3,500	3,500
VCA Parking Permits	350	50	-	-	-	-	-	-	-	-	-
VCA Outside Consulting	-	888	-	-	-	-	-	-	-	-	-
VCA Employee Appreciation	1,256	236	200	200	-	200	-	200	200	200	200
<b>Total Office Operations</b>	<b>138,114</b>	<b>175,688</b>	<b>191,695</b>	<b>195,725</b>	<b>4,030</b>	<b>199,919</b>	<b>4,194</b>	<b>201,415</b>	<b>202,985</b>	<b>204,634</b>	<b>206,366</b>

(1) Adding one cell phone

**General & Administrative**

VCA Legal Fees	17,223	33,567	15,000	15,000	-	15,000	-	15,000	15,000	15,000	15,000
VCA Communications	-	-	-	-	-	5,000	5,000	5,000	5,000	5,000	5,000
VCA Events/Promotions	-	11	2,000	2,000	-	2,000	-	2,000	2,000	2,000	2,000
VCA Association Dues	24,192	24,192	24,192	24,192	-	24,192	-	24,192	24,192	24,192	24,192
VCA Credit Card Charge	9,517	6,481	11,422	11,422	-	11,422	-	11,422	11,422	11,422	11,422
VCA Repairs & Maintenance-Equipment	641	-	1,825	1,825	-	1,825	-	1,825	1,825	1,825	1,825
VCA Insurance	57,256	55,884	61,610	61,610	-	61,610	-	61,610	61,610	61,610	61,610
VCA Operating Lease - Copier	1,465	1,712	2,463	2,463	-	2,463	-	2,463	2,463	2,463	2,463
VCA General Supplies	4,492	2,834	1,423	1,423	-	1,423	-	1,423	1,423	1,423	1,423
VCA Janitorial	910	2,935	-	-	-	-	-	-	-	-	-
VCA VCA Damages To Tenant	-	50	1,500	1,500	-	1,500	-	1,500	1,500	1,500	1,500
VCA Bad Debt Expense	-	-	-	7,500	7,500	7,500	-	7,500	7,500	7,500	7,500
<b>Total General &amp; Administrative</b>	<b>115,696</b>	<b>127,667</b>	<b>121,435</b>	<b>128,935</b>	<b>7,500</b>	<b>133,935</b>	<b>5,000</b>	<b>133,935</b>	<b>133,935</b>	<b>133,935</b>	<b>133,935</b>



Town of Mountain Village 2019 Adopted, 2018 Revised, and 2020-2023 Long Term Projections

Village Court Apartments

Worksheet		Actuals 2016	Actuals 2017	2018 Original	2018 Revised	2018 Adjustments	2019 Adopted	2019 Adjustments	2020 Long Term Projection	2021 Long Term Projection	2022 Long Term Projection	2023 Long Term Projection
<u>Utilities</u>												
VCA	Water/Sewer	103,510	116,209	116,529	116,529	-	116,529	-	128,182	128,182	128,182	128,182
VCA	Waste Disposal	25,111	36,844	30,911	30,911	-	30,911	-	34,002	34,002	34,002	34,002
VCA	Cable	45,512	45,948	46,877	46,877	-	46,877	-	51,565	51,565	51,565	51,565
VCA	Electricity	179,484	169,048	195,232	195,232	-	195,232	-	214,755	214,755	214,755	214,755
VCA	Electricity- Maintenance Bldg	-	-	3,247	3,247	-	3,247	-	3,247	3,247	3,247	3,247
VCA	Propane- Maintenance Facility	-	2,576	3,149	3,149	-	3,149	-	3,149	3,149	3,149	3,149
<b>Total Utilities</b>		<b>353,617</b>	<b>370,625</b>	<b>395,945</b>	<b>395,945</b>	<b>-</b>	<b>395,945</b>	<b>-</b>	<b>434,900</b>	<b>434,900</b>	<b>434,900</b>	<b>434,900</b>

Repair & Maintenance

VCA	Salaries & Wages - Maintenance	144,712	151,205	167,957	167,957	-	170,622	2,665	213,553	213,553	213,553	213,553
VCA	PERA & Payroll Taxes	22,406	23,341	25,832	25,832	-	26,242	410	32,844	32,844	32,844	32,844
VCA	Workers' Compensation	7,820	5,433	8,750	8,750	-	8,750	-	9,188	9,647	10,129	10,636
VCA	Group Insurance	50,498	50,895	50,789	50,789	-	50,789	-	62,500	65,625	68,906	72,352
VCA	PERA 401K	4,021	5,691	4,322	6,700	2,378	10,678	3,978	10,785	10,893	11,002	11,112
VCA	Employee Appreciation	147	-	400	400	-	400	-	400	400	400	400
VCA	Other Benefits	6,459	2,759	3,600	3,600	-	3,600	-	3,600	3,600	3,600	3,600
VCA	Housing Allowance	22,266	21,970	23,021	23,021	-	23,021	-	28,777	28,777	28,777	28,777
VCA	Travel, Education & Meals (1)	419	943	1,000	1,000	-	4,000	3,000	4,000	4,000	4,000	4,000
VCA	Vehicle Fuel	1,855	2,205	3,647	3,647	-	3,647	-	3,647	3,647	3,647	3,647
VCA	Maintenance - Supplies	38,742	56,509	41,000	41,000	-	41,000	-	41,000	41,000	41,000	41,000
VCA	Uniforms	999	995	1,000	1,000	-	1,000	-	1,000	1,000	1,000	1,000
VCA	Paerking Supplies	350	-	-	-	-	-	-	-	-	-	-
VCA	Maintenance -Subcontract	28,251	8,802	35,000	35,000	-	35,000	-	35,000	35,000	35,000	35,000
VCA	Apartment Turnover	1,400	1,175	-	-	-	-	-	-	-	-	-
VCA	Carpet Cleaning	900	5,325	-	-	-	-	-	-	-	-	-
VCA	Snow Removal	10,618	18,942	-	-	-	15,000	15,000	20,000	20,000	20,000	20,000
VCA	Fire Alarm Monitoring System	4,370	5,040	10,400	10,400	-	10,400	-	10,400	10,400	10,400	10,400
VCA	Fire System Repair/Inspections (2)	12,660	9,008	10,000	17,000	7,000	8,000	(9,000)	8,000	8,000	8,000	8,000
VCA	Equipment & Tools	145	3,920	4,000	4,000	-	4,000	-	4,000	4,000	4,000	4,000
VCA	Landscaping (1)	-	-	-	5,000	5,000	5,000	-	100,000	5,000	5,000	5,000
VCA	Laundry Equip And Repair & Maint (2)	1,580	3,227	-	4,000	4,000	6,000	2,000	6,000	6,000	6,000	6,000
VCA	Vehicle Repair & Maintenance	4,540	2,299	1,082	1,082	-	1,082	-	1,082	1,082	1,082	1,082
VCA	Telephone	2,760	5,928	5,062	5,062	-	5,062	-	5,062	5,062	5,062	5,062
VCA	Commercial Rental Space	-	-	-	-	-	10,000	10,000	10,000	10,000	10,000	10,000
<b>Total Repair &amp; Maintenance</b>		<b>367,916</b>	<b>385,612</b>	<b>396,862</b>	<b>415,240</b>	<b>18,378</b>	<b>443,293</b>	<b>28,053</b>	<b>610,838</b>	<b>519,530</b>	<b>523,402</b>	<b>527,464</b>

(1) 2019 - Training in electrical class Denver \$1,100 2 days

(2) 2018 - finished repair to system; 2019 Inspection plus extra for minor repairs if found

Town of Mountain Village 2019 Adopted, 2018 Revised, and 2020-2023 Long Term Projections

Village Court Apartments

Worksheet

	Actuals 2016	Actuals 2017	2018 Original	2018 Revised	2018 Adjustments	2019 Adopted	2019 Adjustments	2020 Long Term Projection	2021 Long Term Projection	2022 Long Term Projection	2023 Long Term Projection
<b>Major Repair &amp; Replacement</b>											
VCA Apartment Furnishings (3)	-	-	1,200	-	(1,200)	-	-	-	-	-	-
VCA Roof Repairs (4)	9,513	2,188	3,200	8,200	5,000	10,000	1,800	10,000	10,000	10,000	10,000
VCA Painting/Staining	-	24,220	-	-	-	-	-	-	-	-	-
VCA Carpet Replacement (5)	34,109	50,770	35,096	61,000	25,904	155,000	94,000	52,000	43,000	53,000	53,000
VCA Cabinet Refacing/Replacement (6)	-	-	10,000	10,000	-	10,000	-	10,000	10,000	10,000	10,000
VCA Window Repair (7)	340	-	-	6,000	6,000	6,000	-	6,000	6,000	6,000	6,000
VCA Vinyl Replacement - Floor Repair (8)	-	21,036	20,683	90,683	70,000	229,683	139,000	24,001	20,000	20,000	20,000
VCA Appliances (9)	15,805	23,367	17,033	159,000	141,967	20,000	(139,000)	20,000	20,000	20,000	20,000
VCA Hot Water Heaters (10)	15,157	15,115	1,265	2,300	1,035	2,300	-	2,300	37,000	2,000	2,000
VCA Common Area Improvements	-	48,958	-	-	-	-	-	-	-	-	-
VCA Paving Repairs	-	-	15,000	15,000	-	15,000	-	15,000	15,000	15,000	15,000
VCA Concrete Repairs	-	-	2,340	2,340	-	2,340	-	2,340	2,340	2,340	2,340
VCA Bobcat	4,037	3,000	3,000	3,000	-	3,000	-	3,000	3,000	3,000	3,000
VCA Cabinet Replacement - Studio	1,914	2,533	-	-	-	-	-	-	-	-	-
VCA Special Projects	25,829	-	-	-	-	-	-	-	-	-	-
VCA Water Damage	17,014	3,846	-	-	-	-	-	-	-	-	-
VCA Phase 4 O&M Costs	-	-	-	-	-	-	-	71,880	71,880	71,880	71,880
<b>Total Major Repairs &amp; Replacements</b>	<b>123,718</b>	<b>195,032</b>	<b>108,817</b>	<b>357,523</b>	<b>248,706</b>	<b>453,323</b>	<b>95,800</b>	<b>216,521</b>	<b>238,220</b>	<b>213,220</b>	<b>213,220</b>

(1) 2018 - RFP Plan and bid; 2020 start of landscaping

(2) Repair and/or replacement of laundry equipment; 2018 repairs plus construction of laundry room and purchase of equipment; 2019 - 2023 include to purchase 1 machine if needed

(3) No apartments furnished

(4) Snow removal and repairs from roofs; 2019 anticipated painting of Building 9 roof tiles; 2018 did not have to remove snow from roofs

(5) Includes replacing carpet beyond life expectancy

(6) 2 apartments still need new cabinets and then start to use to replace cabinet counter tops

(7) Replace or repair windows

(8) Included replacing vinyl beyond life expectancy

(9) Include replacing if beyond life expectancy

(10) Include replacing if beyond life expectancy

**Capital**

VCA Phase 4 Construction Costs	-	-	-	-	-	9,400,000	9,400,000	-	-	-	-
VCA Capital Equipment	5,496	-	-	-	-	-	-	-	-	-	-
VCA Vehicles (11)	-	-	15,000	48,000	33,000	-	(48,000)	-	-	-	-
VCA Building 8 Laundry Facility	-	2,670	-	93,000	93,000	-	(93,000)	-	-	-	-
VCA Parking Improvements (12)	40,831	-	-	234,000	234,000	-	(234,000)	-	-	-	-
<b>Total Capital</b>	<b>46,327</b>	<b>2,670</b>	<b>15,000</b>	<b>375,000</b>	<b>360,000</b>	<b>9,400,000</b>	<b>9,025,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

(11) Replace utility vehicles

(12) Additional Parking Lots

Town of Mountain Village 2019 Adopted, 2018 Revised, and 2020-2023 Long Term Projections

**Mountain Village Housing Authority**

Worksheet	Account Name	Actuals		2018			2019		2020 Long	2021 Long	2022 Long	2023 Long
		2016	2017	Original	Revised	Adjustments	Adopted	Adjustments	Term	Term	Term	Term
<b><u>Affordable Housing Development Fund</u></b>												
AHDF Revenues	Community Garden Plot Rents	655	685	550	550	-	550	-	550	550	550	550
AHDF Revenues	Sale Proceeds	-	-	-	277,858	277,858	285,000	7,142	-	-	-	-
AHDF Revenues	Rental Proceeds	12,480	12,480	12,228	12,228	-	12,228	-	12,228	12,228	12,228	12,228
<b>Total Revenues</b>		<b>13,135</b>	<b>13,165</b>	<b>12,778</b>	<b>290,636</b>	<b>277,858</b>	<b>297,778</b>	<b>7,142</b>	<b>12,778</b>	<b>12,778</b>	<b>12,778</b>	<b>12,778</b>
Affordable Housing Development Fund	Community Garden At VCA	-	-	750	750	-	750	-	750	750	750	750
Affordable Housing Development Fund	Prospect Condo Utilities	1,041	939	5,000	5,000	-	5,000	-	5,000	5,000	5,000	5,000
Affordable Housing Development Fund	HOA And Parking Dues	8,963	8,939	8,987	8,987	-	8,987	-	8,987	8,987	8,987	8,987
Affordable Housing Development Fund	Prospect Maint	-	1,816	-	-	-	-	-	-	-	-	-
Affordable Housing Development Fund	Future Housing Projects	8,856	8,856	11,013	11,013	-	11,013	-	11,013	11,013	11,013	11,013
Affordable Housing Development Fund	Cassidy Ridge Purchase	-	-	-	279,682	279,682	285,000	5,318	-	-	-	-
Affordable Housing Development Fund	RHA Operations Funding	88,500	87,776	107,388	120,258	12,870	92,625	(27,633)	92,625	92,625	92,625	92,625
Affordable Housing Development Fund	Housing Authority Consultant	-	4,900	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>		<b>107,360</b>	<b>113,226</b>	<b>133,138</b>	<b>425,690</b>	<b>292,552</b>	<b>403,375</b>	<b>(22,315)</b>	<b>118,375</b>	<b>118,375</b>	<b>118,375</b>	<b>118,375</b>
AHDF Transfers	Transfer (To)/From General Fund	445,361	474,477	480,777	496,148	15,371	505,159	9,011	515,262	525,567	536,078	546,800
AHDF Transfers	Transfer (To)/From GF Housing Office	-	(18,998)	(19,808)	(19,939)	(131)	(20,706)	(767)	(20,811)	(20,921)	(21,037)	(21,158)
AHDF Transfers	Transfer (To)/From VCA	-	-	-	-	-	(1,472,093)	(1,472,093)	-	-	-	-
AHDF Transfers	Transfer (To)/From Mortgage Assistance	-	-	(60,000)	(30,000)	30,000	(60,000)	(30,000)	(60,000)	(60,000)	(60,000)	(60,000)
<b>Total Other Sources/Uses</b>		<b>445,361</b>	<b>455,479</b>	<b>400,969</b>	<b>446,209</b>	<b>45,240</b>	<b>(1,047,640)</b>	<b>(1,493,849)</b>	<b>434,451</b>	<b>444,646</b>	<b>455,042</b>	<b>465,642</b>
<b>Surplus (Deficit)</b>		<b>351,136</b>	<b>355,419</b>	<b>280,609</b>	<b>311,155</b>	<b>30,546</b>	<b>(1,153,237)</b>	<b>(1,464,392)</b>	<b>328,854</b>	<b>339,049</b>	<b>349,445</b>	<b>360,045</b>
<b>Beginning Fund Balance</b>		<b>798,398</b>	<b>1,149,534</b>	<b>1,504,952</b>	<b>1,504,952</b>		<b>1,816,107</b>		<b>662,870</b>	<b>991,724</b>	<b>1,330,774</b>	<b>1,680,218</b>
<b>Ending Fund Balance</b>		<b>1,149,534</b>	<b>1,504,952</b>	<b>1,785,561</b>	<b>1,816,107</b>		<b>662,870</b>		<b>991,724</b>	<b>1,330,774</b>	<b>1,680,218</b>	<b>2,040,263</b>
<b><u>Mortgage Assistance Pool</u></b>												
Mortgage Assistance Transfers	Interest Revenue	-	5,511	-	-	-	-	-	-	-	-	-
Mortgage Assistance Pool	Employee Mortgage Assistance	-	-	60,000	30,000	(30,000)	60,000	30,000	60,000	60,000	60,000	60,000
Mortgage Assistance Transfers	Transfer (To)/From AHDF	-	-	60,000	30,000	(30,000)	60,000	30,000	60,000	60,000	60,000	60,000
<b>Surplus (Deficit)</b>		<b>-</b>	<b>5,511</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Beginning Fund Balance</b>		<b>-</b>	<b>-</b>	<b>5,511</b>	<b>5,511</b>		<b>5,511</b>		<b>5,511</b>	<b>5,511</b>	<b>5,511</b>	<b>5,511</b>
<b>Ending Fund Balance</b>		<b>-</b>	<b>5,511</b>	<b>5,511</b>	<b>5,511</b>		<b>5,511</b>		<b>5,511</b>	<b>5,511</b>	<b>5,511</b>	<b>5,511</b>



**TOWN OF MOUNTAIN VILLAGE  
TOWN MANAGER  
CURRENT ISSUES AND STATUS REPORT  
APRIL 2019**

**1. Great Services Award Program**

- **Great Services Award – March**
  - **Corrie McMills, Human Resources**, nominated by Jackie Kennefick and Dawn Katz; Corrie went above and beyond when out shoveling the Town Hall deck. Large pieces of ice were falling at the entrance to the market and she took action in my and Susan's absence to rectify the situation as quickly as possible in order to keep guests safe. Corrie came by and saw a chunk of ice that was about to fall near the front door at Munchkins. She grabbed our roof rake and cleared that area along with a few different overhangs that were concerning. Not only is she concerned for the safety of our guests, but for our little Munchkins as well. – **WINNER FOR MARCH!**

**2. VCA Update**

- Bauen has targeted a June 2<sup>nd</sup> DRB date for the first public hearing on VCA Phase IV design and associated approvals. They have been diligently working through three applications: The initial design review application for the buildings, the height variance, and a conditional use permit for a portion of the building contained within the open space overlay on the property
- The town will also process a density transfer to add seven deed restricted apartments to the property. The prior density transfer that occurred in 2017 only transferred 42 units of density to Lot 1001R. Bauen has been working with staff regarding submittal requirements and public noticing
- This puts our construction document bid set schedule at August 1, 2019 from July 1, 2019. We continue to press forward
- The town will also relocate the sewer line in advance of the project, this summer. Russell Engineering is working on the engineered plan and then we will put the sewer line relocation project out for bid

**3. Miscellaneous**

- Attended the SMART Strategic Operating Plan kick off meeting for Administrative Committee on April 1st
- Attended the initial budget committee meeting to set preliminary expectations for Council discussion of goals and direction for 2020 budget
- Attended the Gondola Committee and Subcommittee Meeting. Updates will be provided by Council representatives at the Council meeting
- Attended the bi-monthly meeting with TSG with the Mayor
- Attended two SMRHA meetings



- Attended the Fiber to the Home Committee meeting to discuss choosing an equipment provider for the project. Recommendations will be given to Council at their meeting on April 25th
- Met with TMVOA's Executive Director Anton Benitez, Jackie Kennefick and Susan Johnston to finalize details regarding the Common Consumption Area application for increasing the area throughout the Village Center



# San Miguel and Ouray Counties Juvenile Services

2018



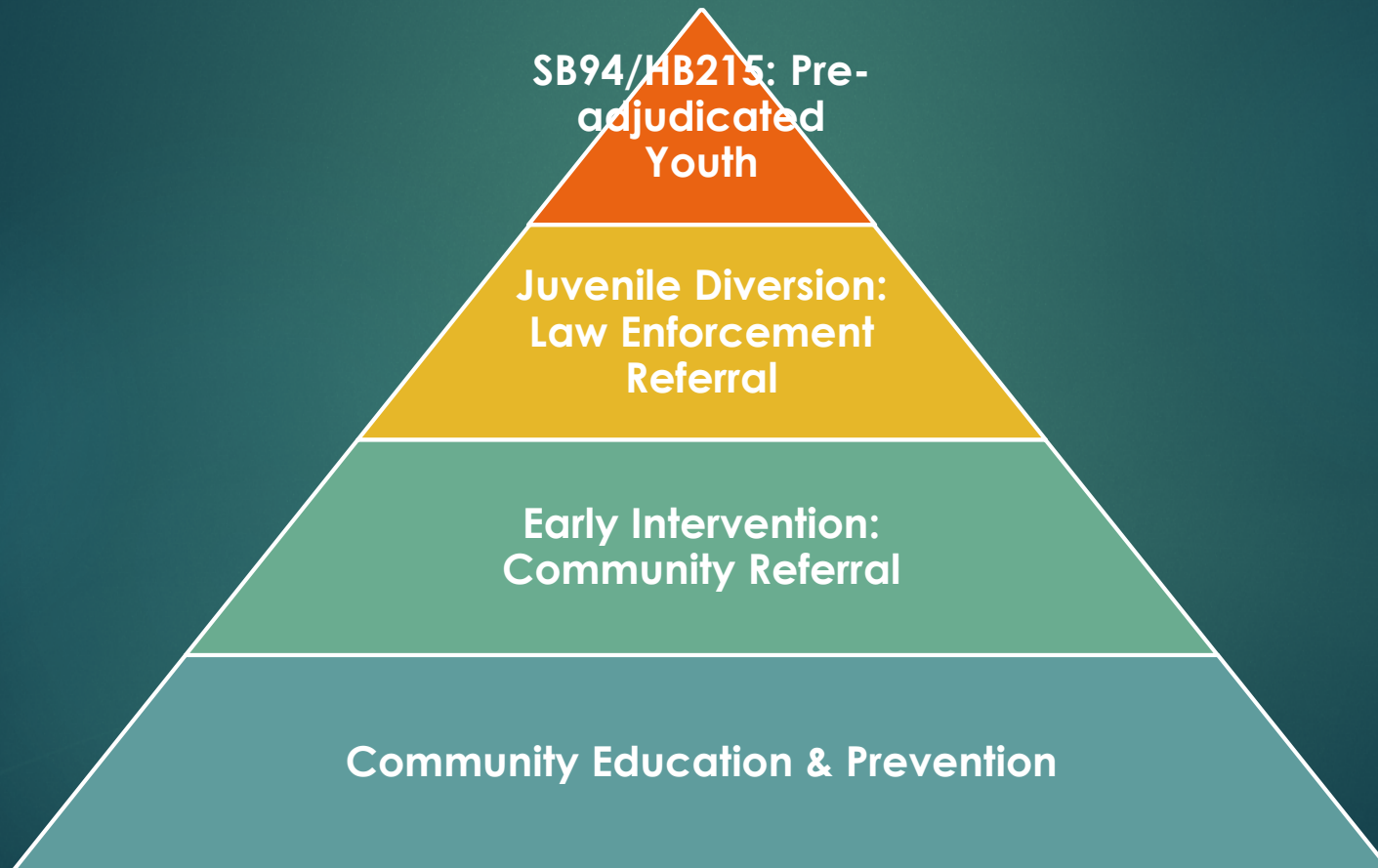
Program Goal:  
**Provide positive choices  
for our youth.**

*The failure to invest in youth reflects a lack of  
compassion and a colossal failure of common sense.*

Coretta Scott King



# Juvenile Services Pyramid





**Juvenile Justice Advocacy  
(SB94 & HB215)**

**Juvenile Diversion**

**Individual and Family  
Counseling and Mediation**

**Integrated School and  
Community Engagement**

**Parent Support, Consultations,  
and Coaching**

**Youth and Parent Advocacy**

**Youth Assessment**

**Substance Abuse Education**

**Mentoring and Tutoring  
Referrals**

**Useful Public Service Program**

**Activity Supervision**



# Juvenile Justice

SB94/SB215 PRE-ADJUDICATED YOUTH

JUVENILE DIVERSION - LAW ENFORCEMENT REFERRAL



# Juvenile Justice Advocacy (SB94)

Provides structure and funding to local jurisdictions for a continuum of services designed to ensure that youth are supervised/incarcerated at a level that is commensurate with their risk to the community.

- ▶ Supervision & Tracking
- ▶ Judicial system advocacy for clients & parents
- ▶ Community Evaluation Team recommendations to the court
- ▶ Interventions including transportation support for client and families, psychological & substance use evaluations and client & family counseling support

# Juvenile Justice Advocacy (SB215)

- ▶ Senate Bill 14-215 creates the MTCF
- ▶ Increase available programs to reduce the risk of substance use and abuse by children
- ▶ Provides for Substance Abuse Prevention and Intervention:
  - ▶ Individual counseling with a certified addictions counselor
  - ▶ GRAM group (Get Real About Marijuana)
- ▶ Provides for Substance Screening



# Juvenile Diversion

- ▶ Created by Colorado State Statute, diversion programs are intended to prevent and reduce youth contact with the juvenile justice system
- ▶ Allows youth to avoid incarceration and exposure to those who have more serious delinquent behavior
- ▶ Intended to reduce risk factors and increase protective factors among youth served



# Direct Services

EARLY INTERVENTION, COMMUNITY REFERRAL,  
COMMUNITY EDUCATION & PREVENTION



# Individual and Family Counseling and Mediation

- ▶ Mental health screening
- ▶ Individual & family counseling referral
- ▶ Financial assistance for mental health services
- ▶ Individual & family intervention plans with weekly case manager meetings
- ▶ Crisis mediation

# Parent Support, Consultations and Coaching

- ▶ Case manager support for parenting frustrations
- ▶ Individual family plans
- ▶ ISST team support
- ▶ Referral to parenting programs & educational sources



# Youth and Parent Advocacy

- ▶ Advocacy in the judicial system
- ▶ Refer to and inform about available community services
- ▶ Advocacy in the school system including:
  - ▶ Attendance
  - ▶ Response to Intervention
  - ▶ Individual Education Plans (IEP)- A plan for a child's special education experience at school.
  - ▶ 504 - A plan for how a child will have access to learning at school.

# Youth Assessment

- ▶ **MAYSI-2** is a screening instrument designed to identify potential mental health needs including depression, anger, anxiety and trauma
- ▶ Human Trafficking
- ▶ Trauma Informed Care
- ▶ JDSAG - required for new admissions to detention; focuses on risk for FTA and re-offending (rather than overall community risk)
- ▶ JRA- Colorado Juvenile Risk Assessment



# Education and Prevention

- ▶ Middle School Lunches
- ▶ Safe & Sober After Prom Parties
- ▶ Attendance Advocacy
- ▶ Mock Accident
- ▶ Drug and Alcohol Presenters
- ▶ Communities That Care
- ▶ FCD (Freedom from Chemical Dependency)

# Mentoring and Tutoring Referrals

- ▶ Local retired teachers
- ▶ Professional career mentors
- ▶ Peer tutoring
  - ▶ Art Partners
  - ▶ One to One



# Useful Public Service Program

- ▶ Highway Clean-up
- ▶ School District Projects
- ▶ Adaptive Ski Program
- ▶ San Miguel Resource Center
- ▶ Local Food Banks
- ▶ Libraries
- ▶ Town Parks
- ▶ Special Projects

# Activity Supervision

- ▶ Community Service
- ▶ College & Trade School visits
- ▶ Reward activities
- ▶ Job shadow opportunities





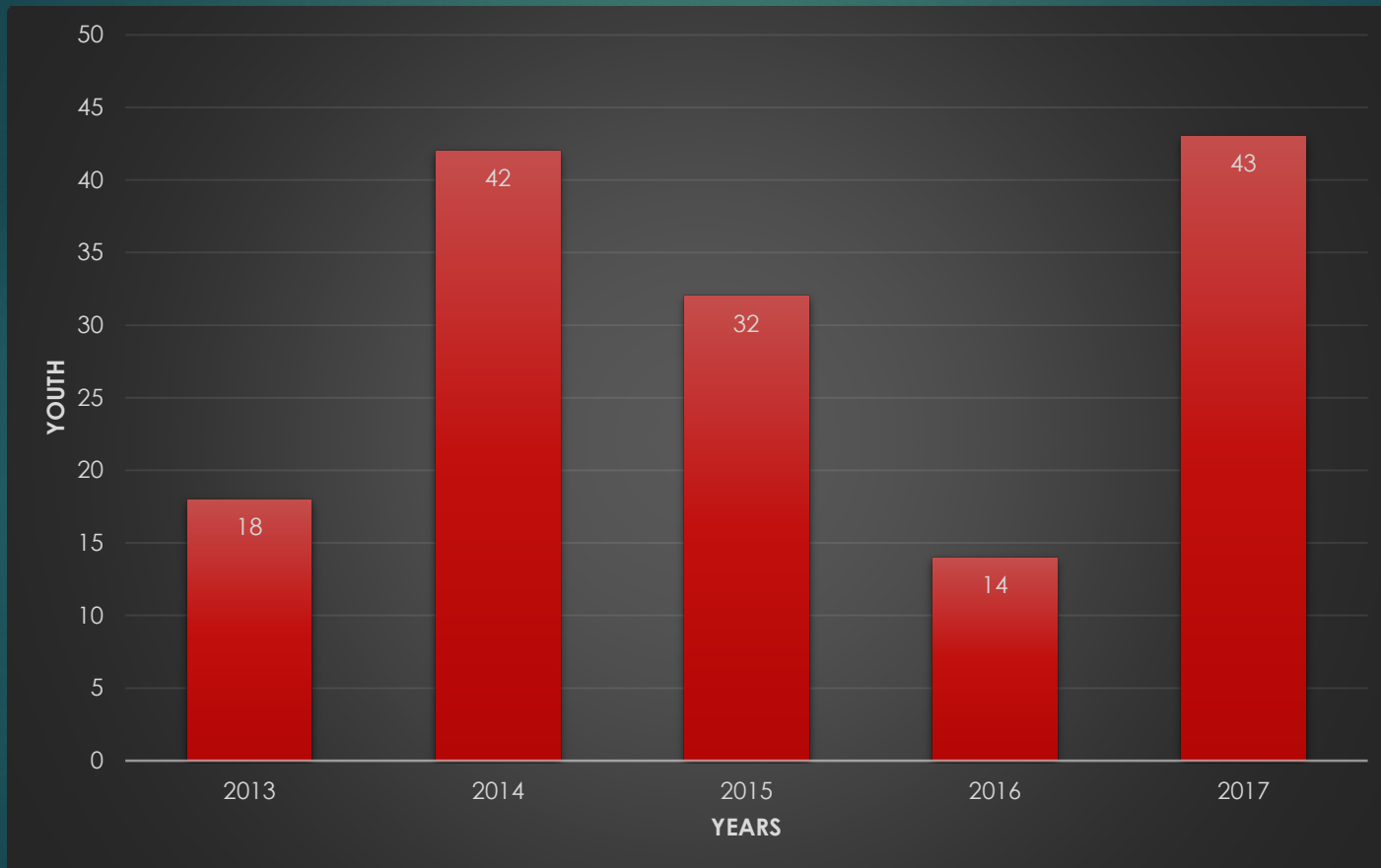
# The Data

# 2017 Senate Bill Statistics

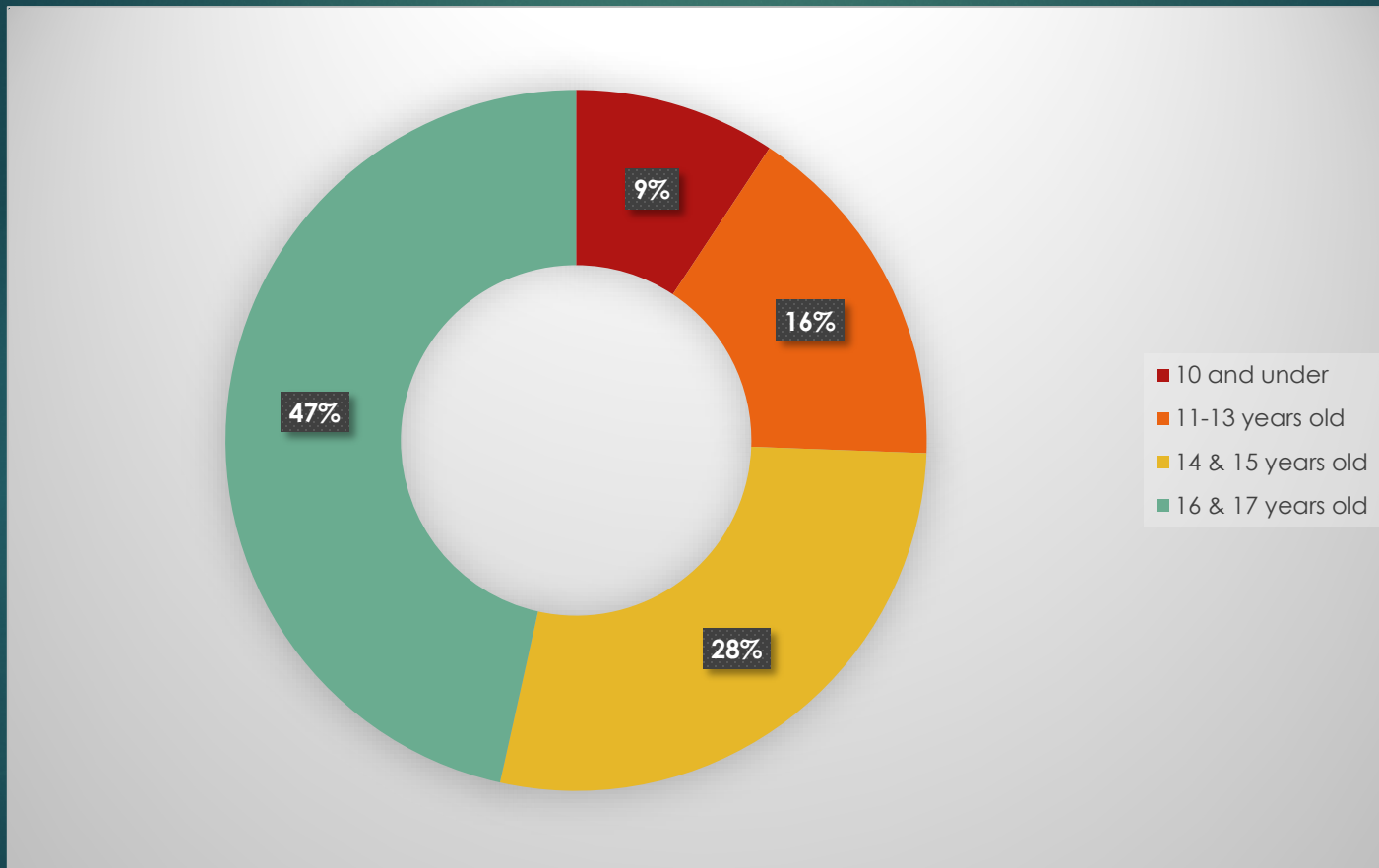
- ▶ No NYC committed youth since 2011
- ▶ SB94 – 4 clients
- ▶ SB215 – 4 clients
- ▶ <2 on Probation



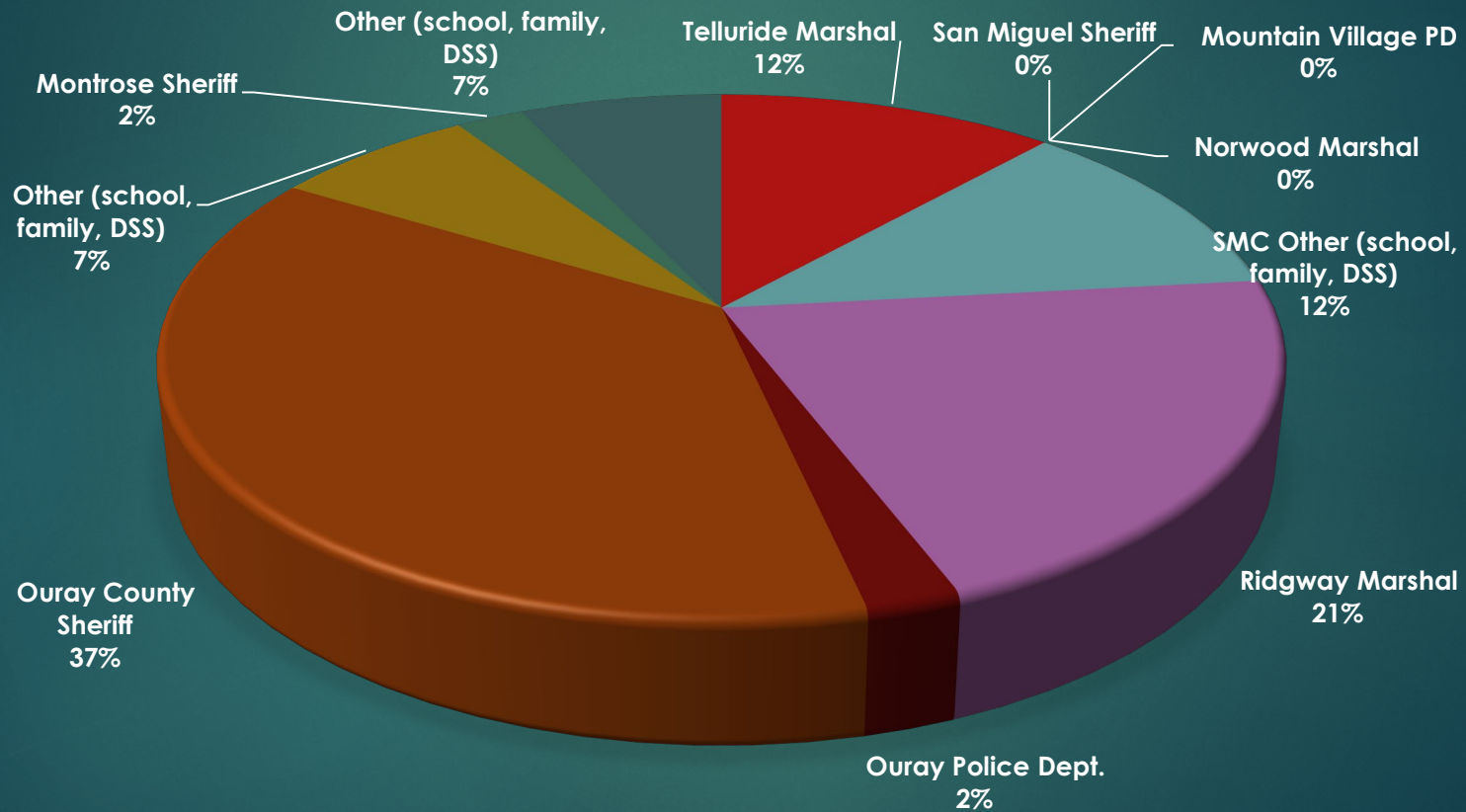
# 2017 Diversion Clients



# Juvenile Diversion Clients by Age



# 2017 Diversion Clients by Jurisdiction





# Statistics



- ▶ 93% – Success Rate In 2017 (up from 86% in 2016)
- ▶ 1 in 43 – Diversion Recidivism Rate (went on to commit another crime)
- ▶ 2 in 43 – Received Mental Health Treatment
- ▶ 3 in 43 – Received In-treatment Substance Abuse Treatment



# 2017 Parent Survey

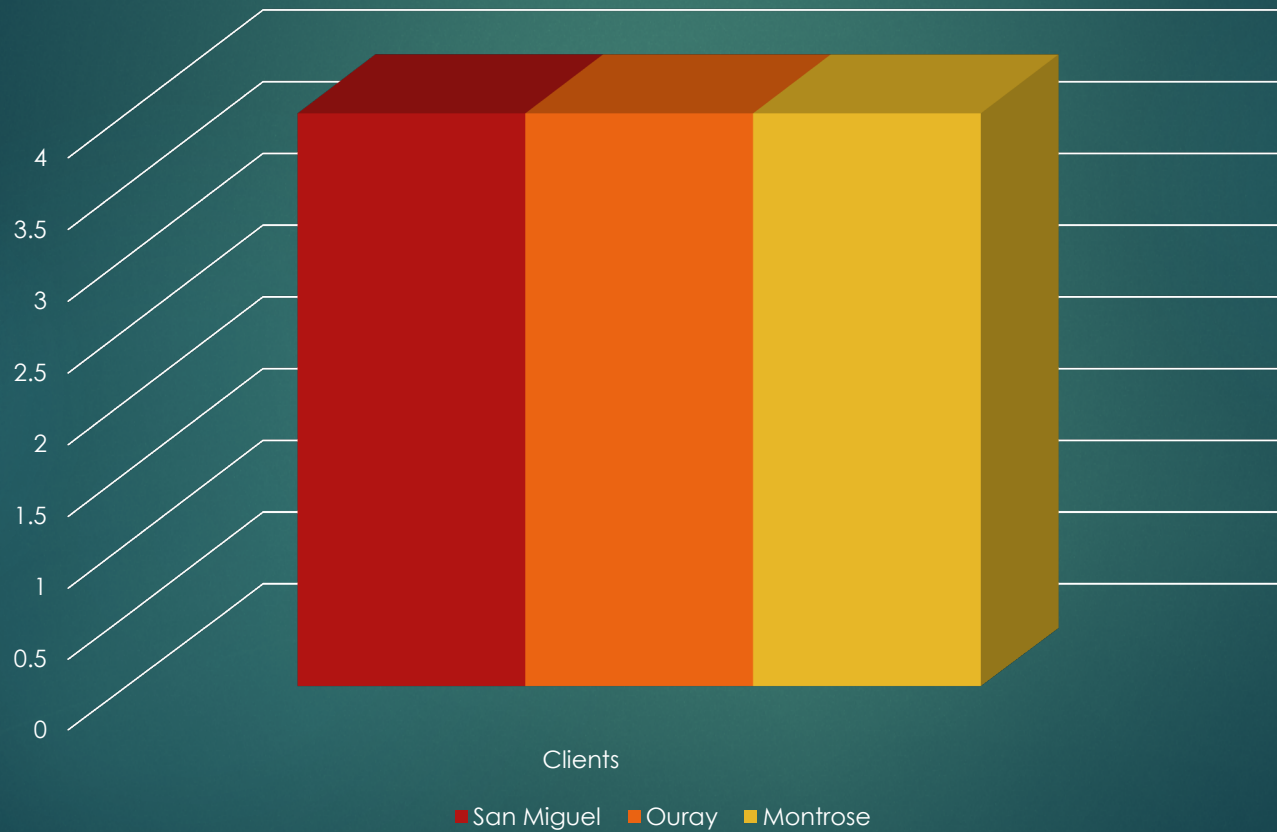
- ▶ 100% were satisfied with the program
- ▶ 100% preferred diversion over the court process
- ▶ Parent Quotes:
  - ▶ *“She really had to consider in a meaningful way whether her decisions were inline with her goals and character. The result is better decisions and a clearer commitment to her goals.”*
  - ▶ *“I think we have seen growth in self-awareness & understanding. Personal accountability = responsibility.”*
  - ▶ *“We got the most out of helping around town with community service.”*

# 2017 Youth Survey

- ▶ 91% were satisfied with the diversion program
- ▶ 100% of all surveyed preferred diversion over the court process
- ▶ 100% surveyed found weekly meetings with the case manager helpful
- ▶ Juvenile Quotes
  - ▶ *“Juvenile Diversion was a positive influence. I was able to focus on what is important without having it ruin my future.”*
  - ▶ *“With Juvenile Diversion, I am able to have my case wiped from my record, which is why I prefer it better than the court process.”*
  - ▶ *“I enjoyed staying out of court.” 😊*



# Individualized Service & Support Team (ISST) - 12



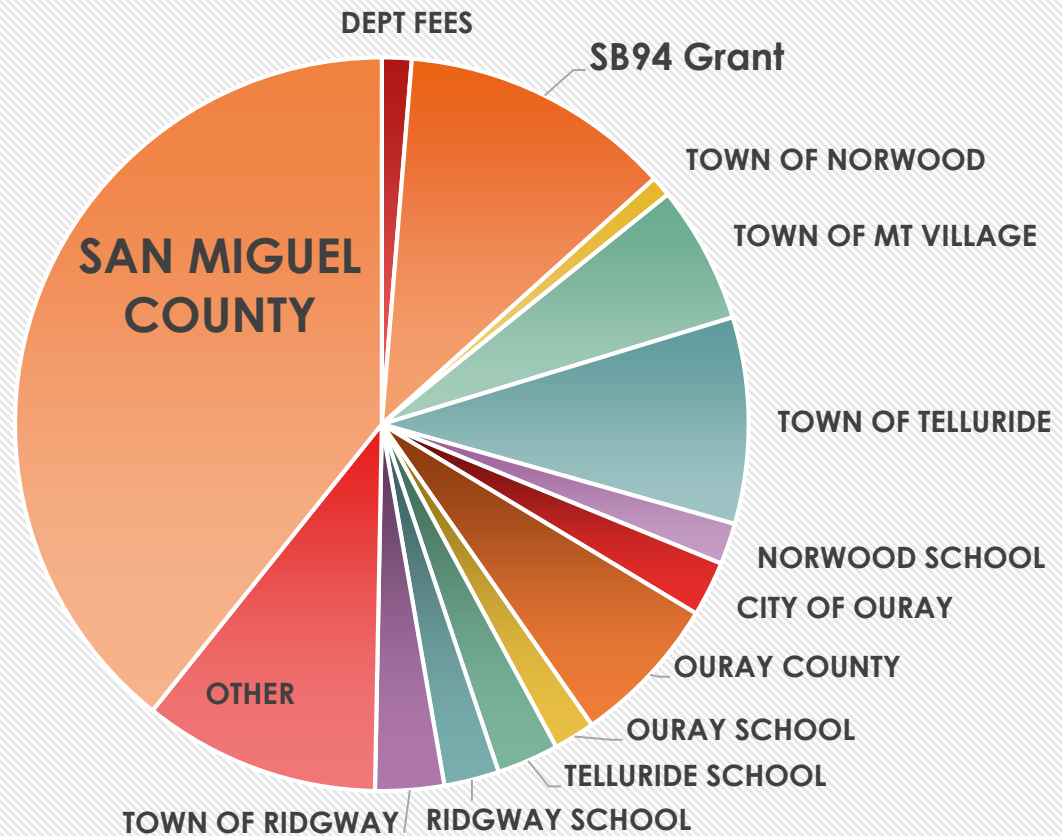


# Budgets and Funding

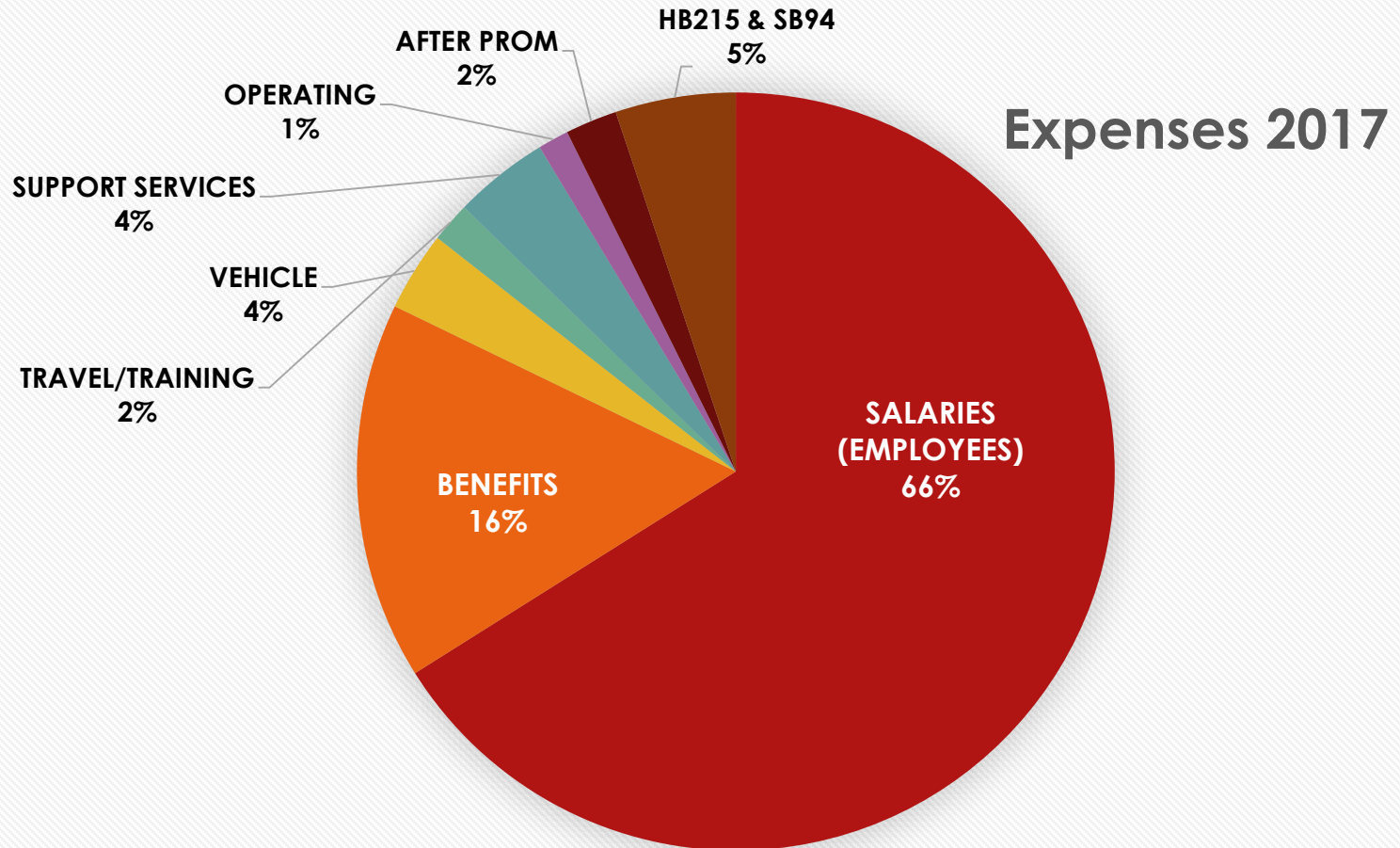


# Funding

## Revenue 2017



# Expenditures 2017



# 2019/2020 Funding Model

Agency	2002 Contribution	2018 Contribution	2019 Request (30% increase)	2020 Request (additional 30%)
San Miguel County	\$ 21,455	\$ 64,750	\$ 65,163.00	\$ 62,477.00
Ouray County	\$ 10,000	\$ 11,000	\$14,300.00	\$18,590.00
Town of Telluride	\$ 14,000	\$ 15,000	\$19,500.00	\$25,350.00
City of Ouray	\$ 5,000	\$ 5,500	\$7,150.00	\$9,295.00
Town of Ridgway	\$ 5,500	\$ 5,000	\$6,500.00	\$8,450.00
Town of Norwood	\$ 800	\$ 1,000	\$1,300.00	\$1,690.00
Mountain Village	\$ 3,000	\$ 10,000	\$10,000.00	\$10,000.00
Telluride Schools	\$ 3,000	\$ 4,500	\$5,850.00	\$7,605.00
Norwood Schools	\$ 3,000	\$ 3,000	\$3,900.00	\$5,070.00
Ouray Schools	\$ 3,000	\$ 3,000	\$3,900.00	\$5,070.00
Ridgway Schools	\$ 3,000	\$ 4,000	\$5,200.00	\$6,760.00
<b>Total</b>	<b>\$ 71,755.00</b>	<b>\$ 126,750.00</b>	<b>\$142,763.00</b>	<b>\$160,357.00</b>



# Community Partnership



# Community Boards

- ▶ IOG - Interagency Oversight Group
  - ▶ ISST - Individual Services Support Team
- ▶ Juvenile Planning Board
- ▶ Partners Mentoring Board (Ouray only)
- ▶ Voyager Youth Program (Ouray only)
- ▶ San Miguel Communities That Care
- ▶ Ouray Communities That Care
- ▶ Multi-disciplinary Team
- ▶ 7th Judicial Community Correction

# Justice Policy Institute Report (2014)

- **Key policymaker recommendation:**

*Invest appropriately in juvenile justice, particularly in the right parts of the youth-serving system. Given the huge costs associated when the system incarcerates a youth, **policymakers need to invest more in alternatives to incarceration, diversion, and primary prevention**, and they should be investing earlier on in interventions that keep youth out of the justice system altogether.*

Full Report [Here](#)



**IT AND BROADBAND SERVICES  
DEPARTMENT**

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

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**Item No. 25**

**TO:** Town Council  
**FROM:** Jim Soukup, Chief Technology Officer  
**DATE:** April 25, 2019  
**RE:** Purchase of New Fiber Equipment

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**Attachments:** None

**INTRODUCTION**

The new fiber network requires new state of the art equipment that can scale and is reasonably designed for TMVs environment. AdTran is the company of choice.

**RECOMMENDATION**

I recommend TMV purchase AdTran for the following reasons:

1. Uptown Services agrees with this decision.
2. AdTran is a well know highly respected company that has been in business since 1986.
3. AdTran is an open system allowing for other vendor options.
4. The references provided by Uptown Services came back positive.
5. AdTran equipment bid came in at \$523,424 which is \$331K less than its' competitor.

  
/jrs



**TOWN OF MOUNTAIN VILLAGE**  
**Town Council Meeting**  
**April 25, 2019**  
**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!!)**

Susan Johnston	EMAIL:
Christina Lambert	EMAIL:
Kim Montgomery	EMAIL:
Jim Mahoney	EMAIL:
Patrick Berry	EMAIL:
Jack Gilbride	EMAIL:
Dan Jansen	EMAIL:
Laila Benitez	EMAIL:
Bruce Macintire	EMAIL:
Tim Johnson	EMAIL:
Kevin Swain	EMAIL:
Chris Broady	EMAIL:
John Miller	EMAIL:
Zoe Dohnal	EMAIL:
Bill Kight	EMAIL:
Michelle Haynes	EMAIL:
Jim Soukup	EMAIL:
Jim Loebe	EMAIL:
Julia Caulfield (KOTO)	EMAIL:
MARGARET RINKEVICH	EMAIL:
RICK FLORES	EMAIL:
Riley McIntyre	EMAIL:
R. STENHAMMEN	EMAIL:
Ben Marshall	EMAIL:
Anton Benitez	EMAIL:







# Common Consumption Area

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Status Update

April 25, 2019

# Common Consumption Area - 30,000 ft Overview

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- 1** What is CCA
- 2** Requirements & Status
- 3** Forward Plan
- 4** Discussion / Q&A

# 1

## The Basics – What is CCA

- In 2018, Village Center Subarea (VCS) committee & AECOM outlined number of potential next steps (“low hanging fruit”) to improve vibrancy and create stickiness
- **Explore Common Consumption in village center**
  - Similar to Wednesday concerts in Sunset Plaza through TMVOA’s Promotional Association

**POTENTIAL NEXT STEPS – “LOW HANGING FRUIT”**

- Improve Wi-Fi Speed and Connectivity Issues
- Regulate Trash and Delivery Service Routes and Times
- Utilize Drop-Off at Blue Mesa to its Full Potential
- Explore Installation of Pop-Up(s) in Heritage Plaza
- Review and Amend Retail Competition Language
- Install Lighting for Safety Improvements
- Explore Open Container / Common Consumption Approach

MOUNTAIN VILLAGE  
Town Hall Subarea Plan

AECOM

- Allows for purchase of alcoholic beverage in approved cups from participating merchants and enables for consumption throughout the village center plazas

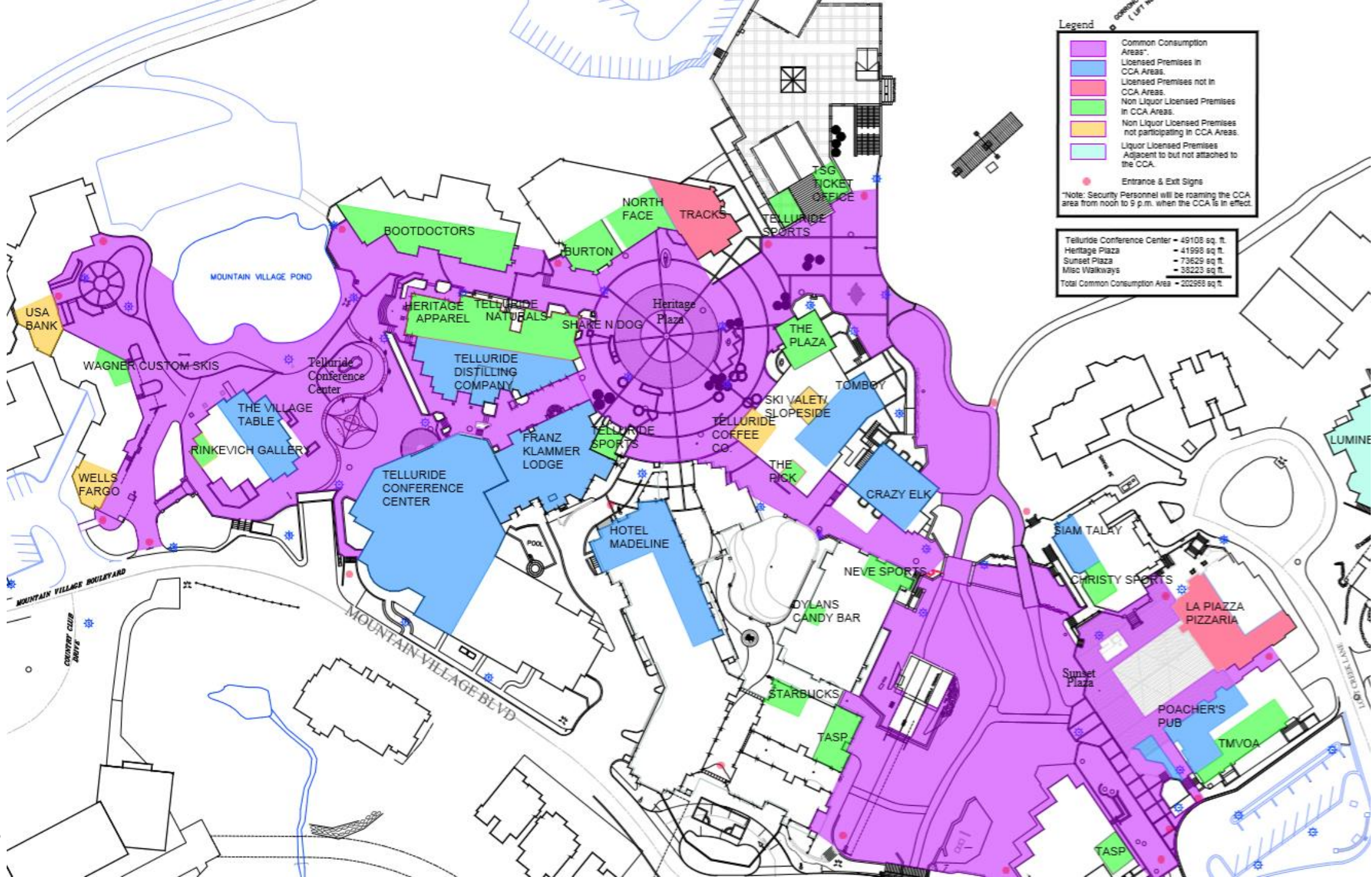


# 3 Requirements – Status

- Understand and meet all local & state requirements
  - MV Promotional Association (MVPA) approval
  - Merchants & premises desiring to participate
    - Documented process
  - Detailed map, dates & hours of CCA
    - Entrances & exits
    - Licensed (alcohol) and other participating (non alcohol) premises
  - Security & signage plan
  - Insurance certificate – general & liquor liability
  - Other – approved disposable cups, merchant training, education and communication plan
- ✓ Legal review, memo, and ongoing consultation w/ Denver-based lawyer specializing in liquor law
  - ✓ Meetings & collaboration w/ TMV
  - ✓ MVPA approved – Nov 2018
  - ✓ Merchant survey conducted Jan/Feb 2019  
Alcohol Licensed (5 of 7), Participating (22)
  - 90% Ongoing development of map w/ TMV *i*  
Hours (12-9pm)
  - 70% Security - winter & summer staffing by TSG.  
Signage - steel, consistent w/ current wayfinding (to be fabricated once approved; n=20). *i*
  - 70% MVPA: GL (\$2M), LL (\$1M)
  - Licensed: 2 in-process (application & COI)
  - 70% Disposable cups (≤16 ounces, name of merchant, ≥ 24 point font)
  - FAQ, training and communication plan



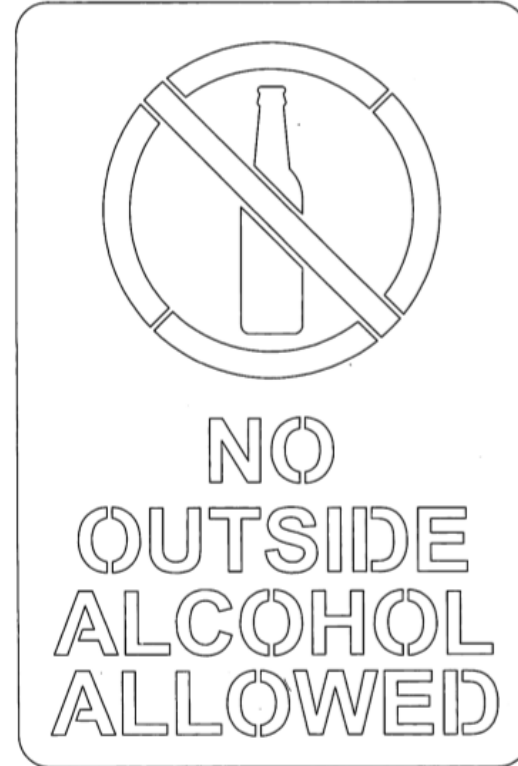
# Map







# Signs



# 3

## Forward Plan

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### TODAY

- Answer questions Council may have
- Get support from Council on metal signs (20) – for start of fabrication

### NEXT STEPS

- Complete in-process projects / requirements
- Finalize and submit application to TMV for May 16 Town Council meeting
- TMV Approval
- Official launch date TBD – targeting mid-June, w/ concert in Heritage Plaza



# 4 Discussion / Q&A

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