



TO: Design Review Board (DRB)
FROM: Sam Starr AICP, Planner
FOR: August 1, 2019 DRB Hearing
DATE: July 22, 2019
RE: Village Pond Landscaping and Vitality Work Session

PROJECT GEOGRAPHY

Legal Description: Tract OS 3BR2, according to Plat Book 1 at Page 4455, County of San Miguel, State of Colorado.
Address: Various
Applicant/Agent: Town of Mountain Village
Owner: Town of Mountain Village
Zoning: Village Center
Existing Use: Civic
Proposed Use: Civic
Lot Size: 1.97 Acres
Adjacent Land Uses:

- **North:** Village Center
- **South:** Village Center
- **East:** Village Center
- **West:** Village Center

ATTACHMENTS

- Exhibit A: MRWM Presentation

BACKGROUND

In 2017 and 2018, The Town of Mountain Village and AECOM, Inc. worked with residents, business owners, and stakeholders to produce a series of actionable items that the town could take to produce more vitality in the Village Center area. Among the desired outcomes noted in the visioning exercises was an enhanced visitor and resident experience in the area informally referred to as “Village Pond Plaza”. Nearly all participants in the surveys and outreach meetings noted that Village Pond Plaza was an outdoor oasis, and that both the character and quantity of outdoor amenities should be enhanced.

In spring of 2019, Public Works Director Finn Kjome determined that the existing pond needed to be dredged. Dredging, which is the removal of sediments and debris from water bodies, is a routine necessity to maintain healthy aquatic wetlands and habitats. The Village Pond dredging presents an opportunity for the Town to build upon the work of the Village Center vitality efforts and simultaneously re-landscape the Village Pond plaza. Accordingly, the Town contracted services to MRWM Landscape architects to execute the vision for Village Pond Plaza. Exhibit A demonstrates the work done to date, and includes:

- Dredging work as identified by the Public Works Department (in conjunction with the EPA)
- An expanded, and deeper Village Pond
- A wetland walk with outdoor education components
- A boulder plaza
- A sensory stream for tactile interaction
- A tent overlay to demonstrate how the conference center events can be brought outdoors

These elements capture the public comments received by the Village Center Subarea planning efforts to transform Village Pond plaza into an outdoor oasis with opportunities for the conference center to bring events into outdoor spaces. In addition to landscaping features, Town staff will continue to work with Town Council and the Plaza Vending Committee to devise policies that will bring more events and vitality to the Pond Plaza. Finn Kjome has stated that the pond dredging work will begin in the offseason of 2019. The final landscape and vitality plan will need DRB approvals, then a budget and cost sharing agreement prior to work commencing.

RECOMMENDATION

Work sessions provide an opportunity for the DRB to informally review a proposed application and for the general public to provide comment. As such, the DRB can only provide general comments and direction, with no formal decision. It should also be noted that Staff conducts only a high level, cursory review, with the more detailed and thorough review left to the formal process.



Town of Mountain Village Village Pond Plaza



fire & ice



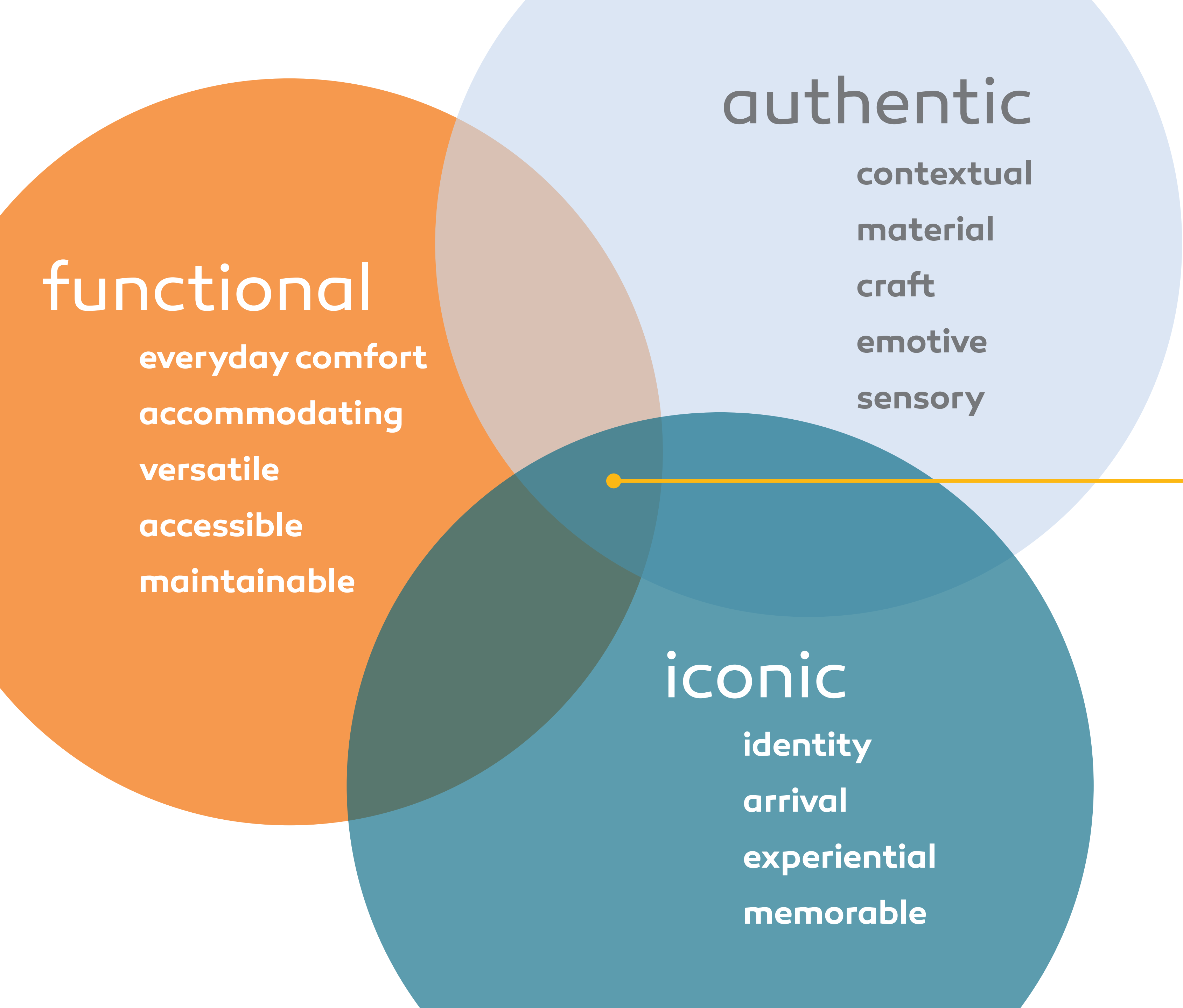


clear · quiet · exhilarating · crisp · fast · cold · fresh



warm · glowing · inviting · gather · relax · melt · soothe

Guiding Principles



functional

- everyday comfort
- accommodating
- versatile
- accessible
- maintainable

authentic

- contextual
- material
- craft
- emotive
- sensory

iconic

- identity
- arrival
- experiential
- memorable

Village Pond Plaza

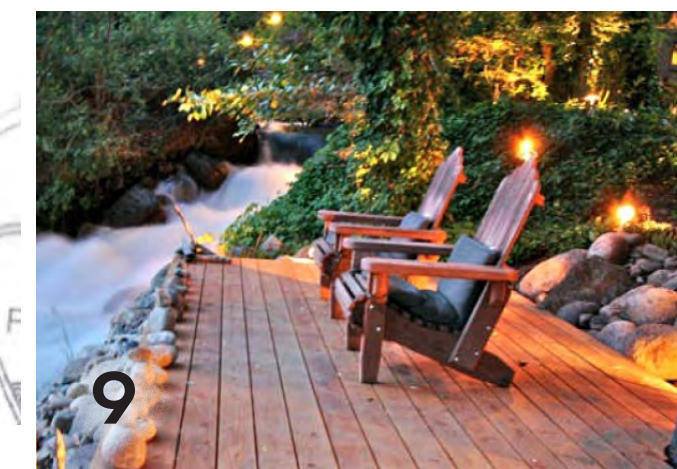
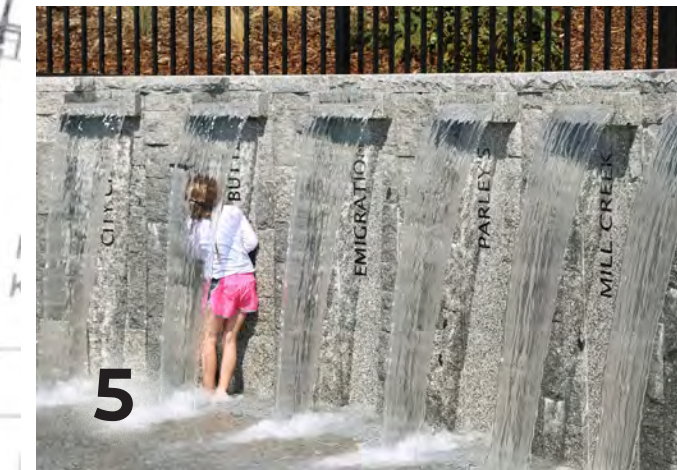
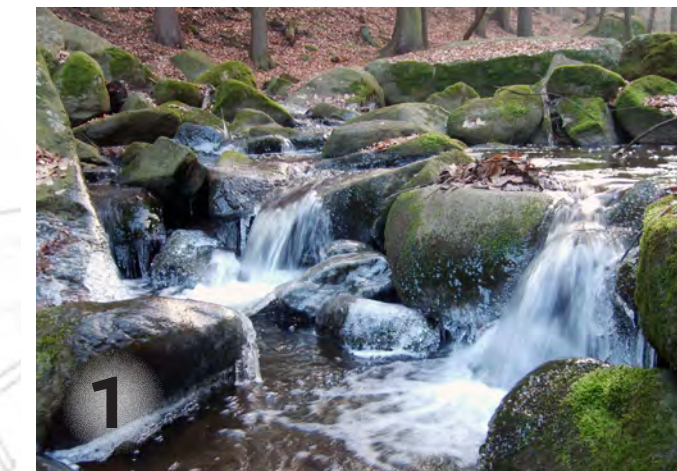
Renew & Activate

- Build identity and capitalize on unique qualities of Village Pond.
- Increase flexible space and accommodation for special events.
- Provide for year-round occupancy and engagement.
- Increase opportunities for and attract diverse merchants, especially dining
- Capitalize on existing heavy pedestrian traffic and improve connections.
- Provide family friendly activities and interactive features.
- Improve lighting and wayfinding.
- Increase interaction with pond while being sensitive to wetland function.
- Accommodate short- and long-term development of Parcel D lots.

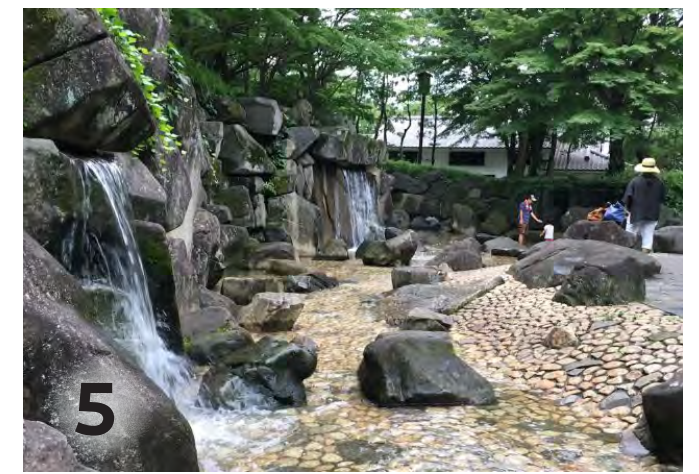
Charette // Concept 1



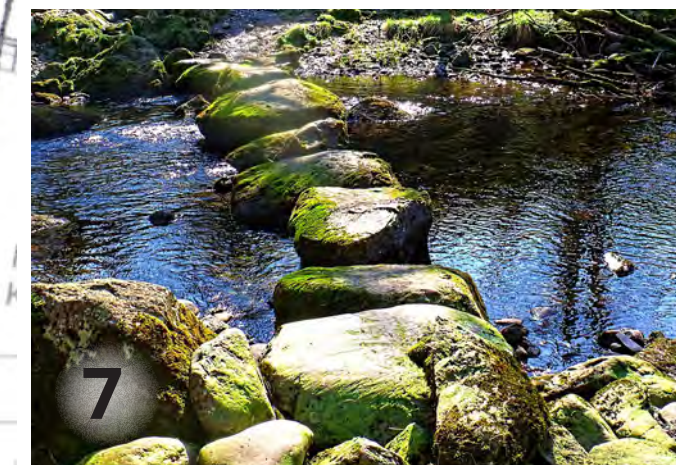
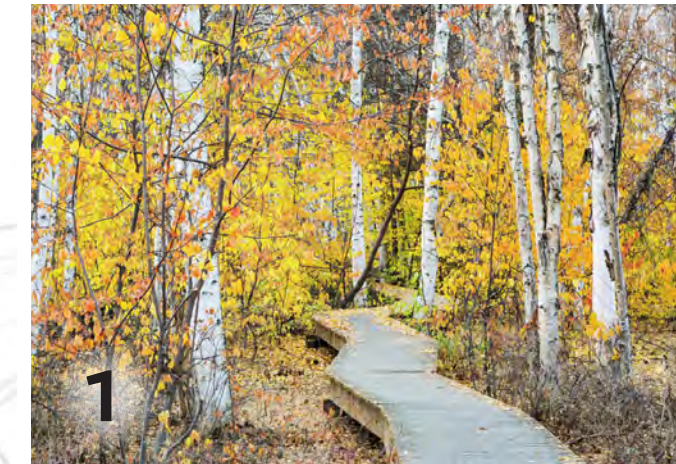
- 1 waterfall
- 2 boardwalk
- 3 pond access
- 4 fire fountain
- 5 water wall
- 6 fire bowl
- 7 open turf grass
- 8 dining deck
- 9 seating nook
- 10 boulder plaza
- 11 sensory stream
- 12 flex plaza



Charette // Concept 2



Charette // Concept 3



Preferred Concept // Summer



Westernmere

Le Chamonix

wetland walk

upper plaza

Village Pond

Franz Klammer

Palmyra

boulder plaza

sensory stream

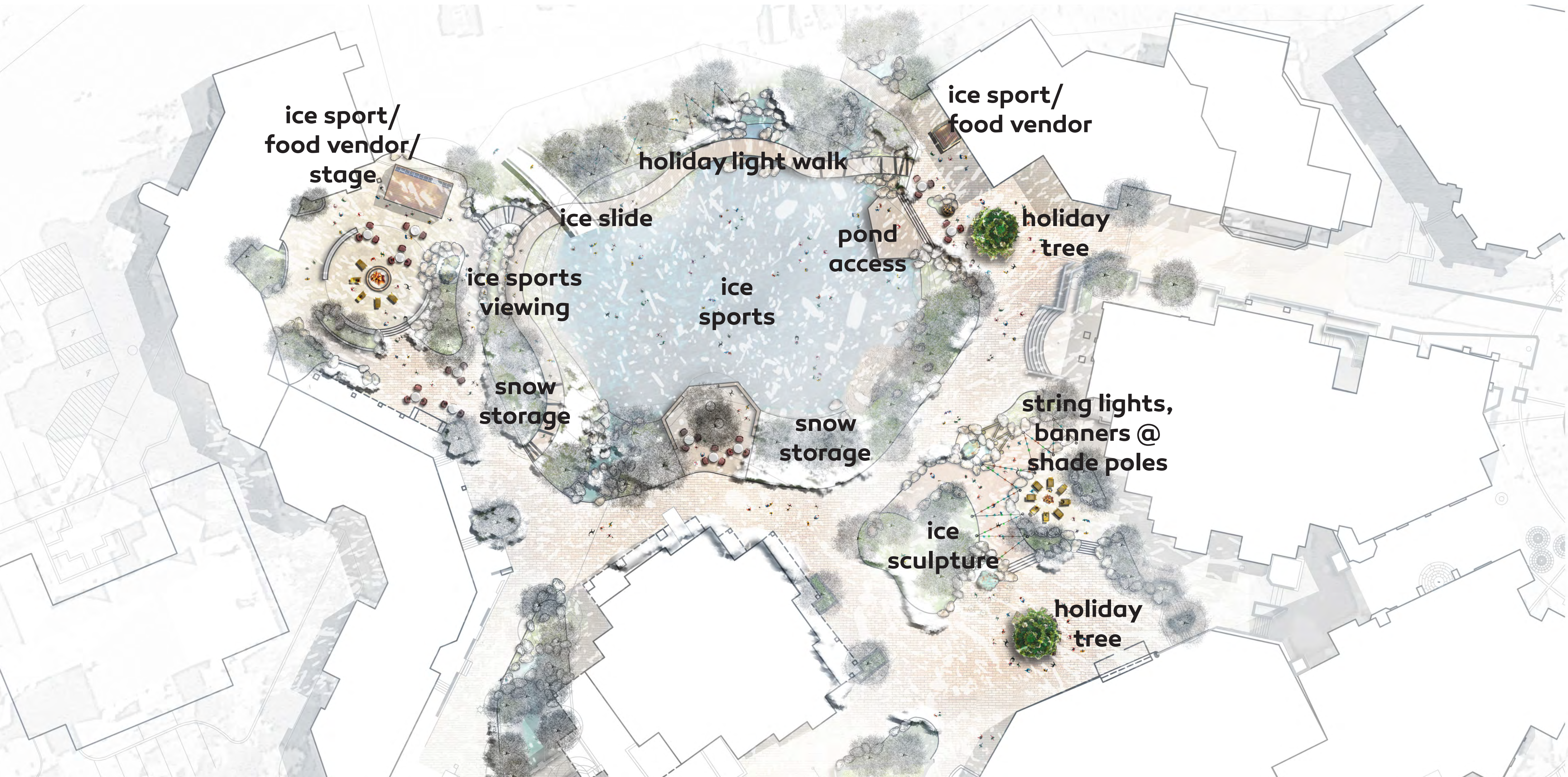
Centrum

Telluride Conference Center

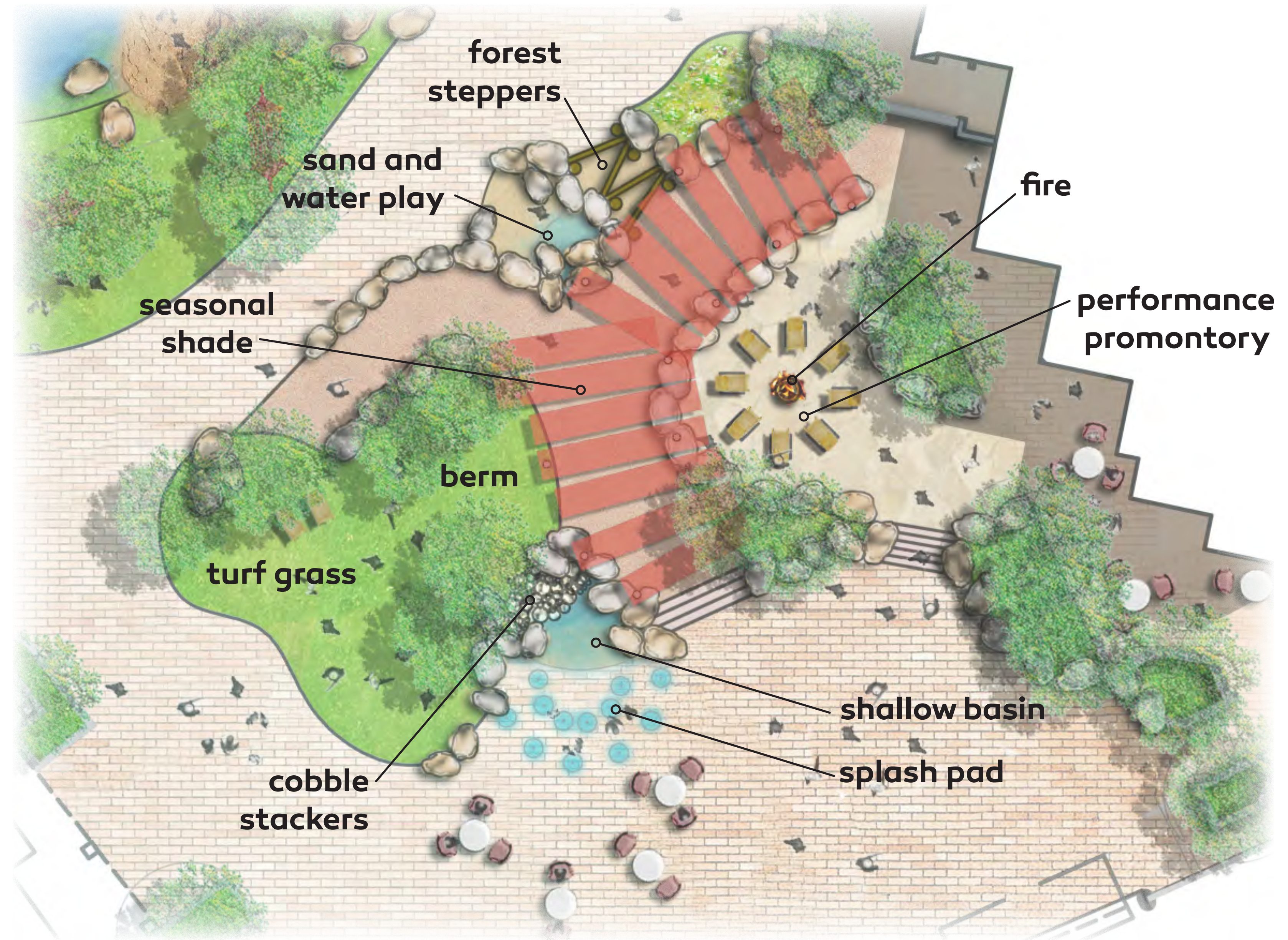
Preferred Concept // Dimensions



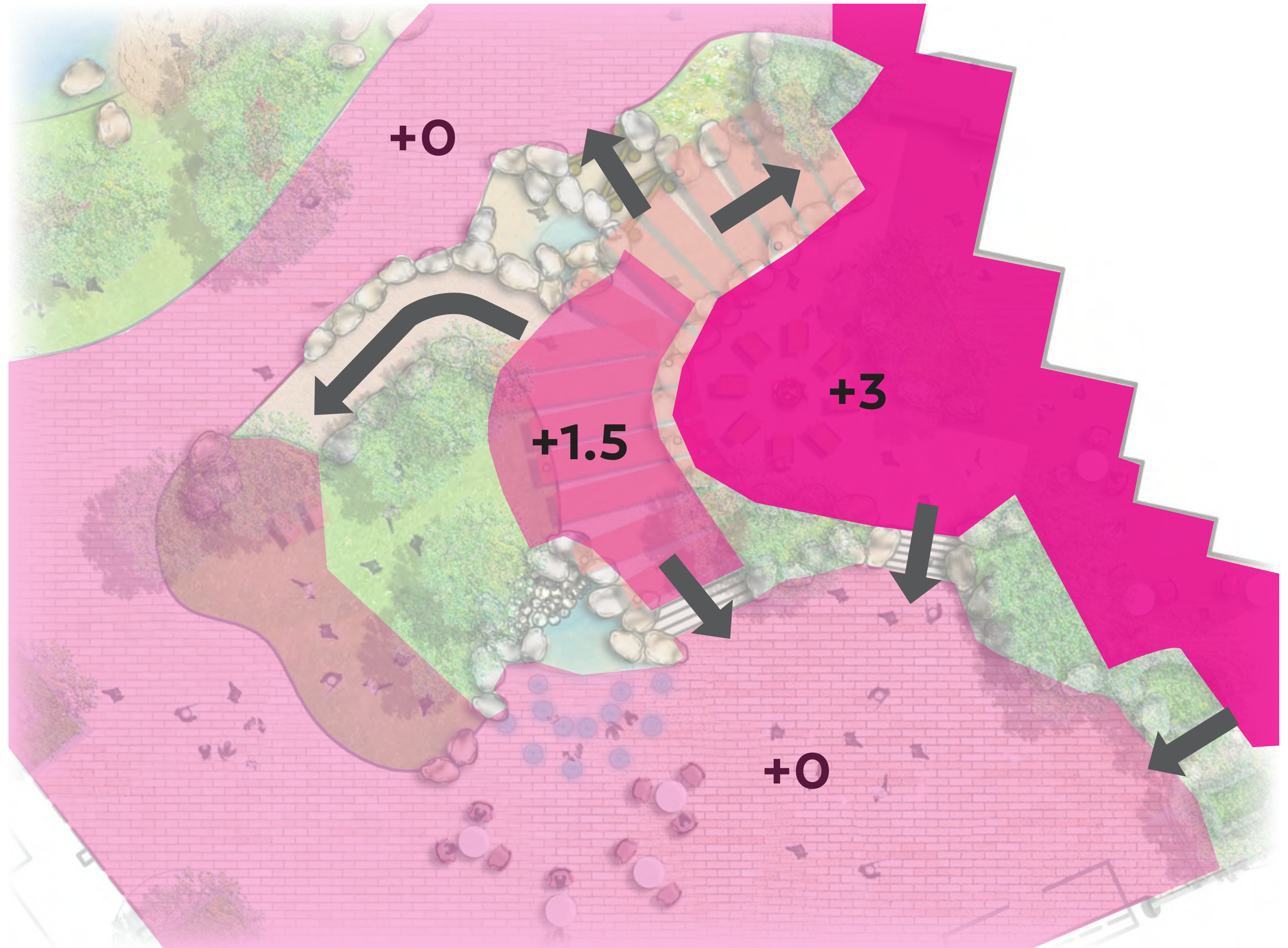
Preferred Concept // Winter



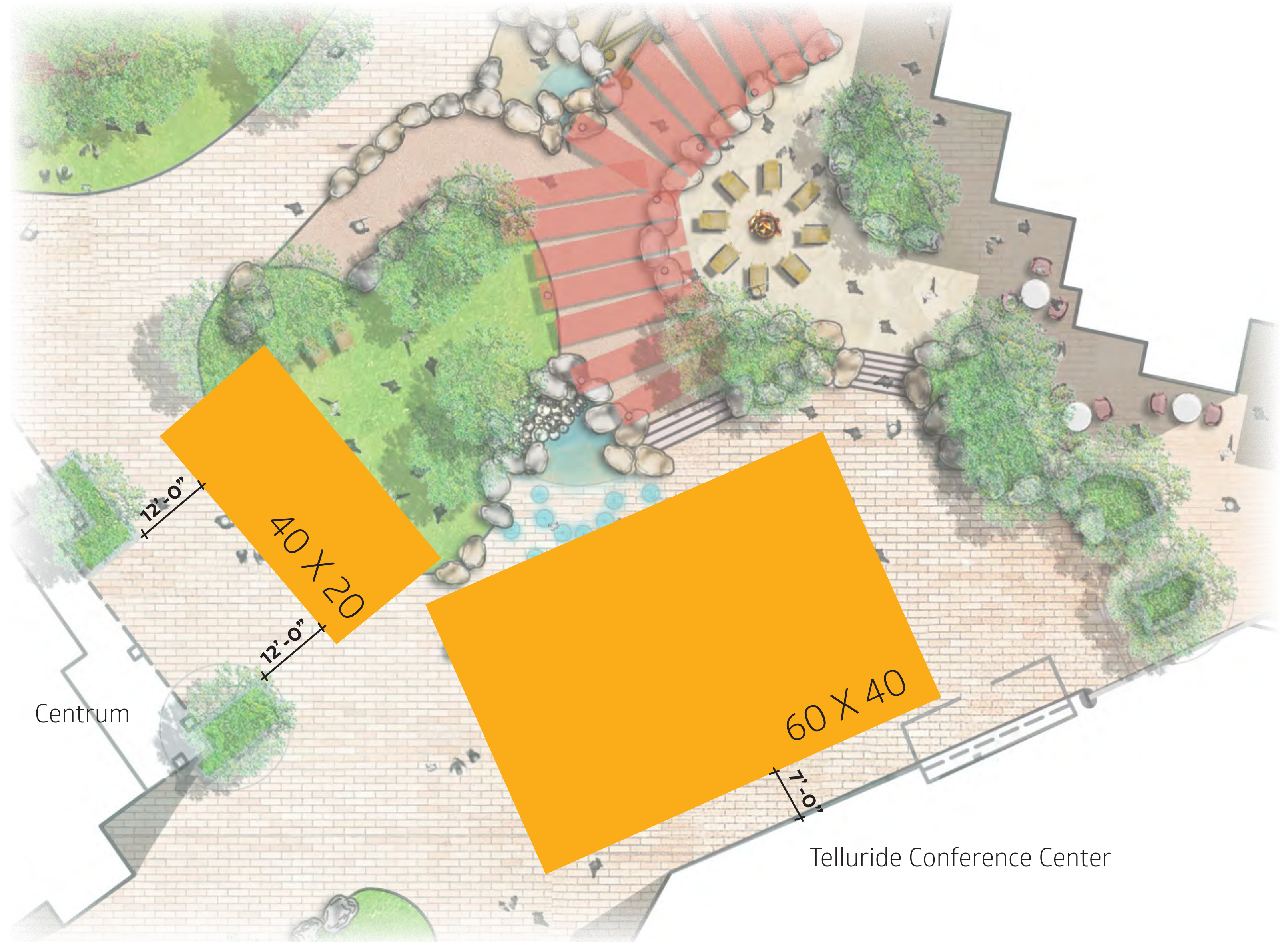
Boulder Plaza



Boulder Plaza // Relative Elevations



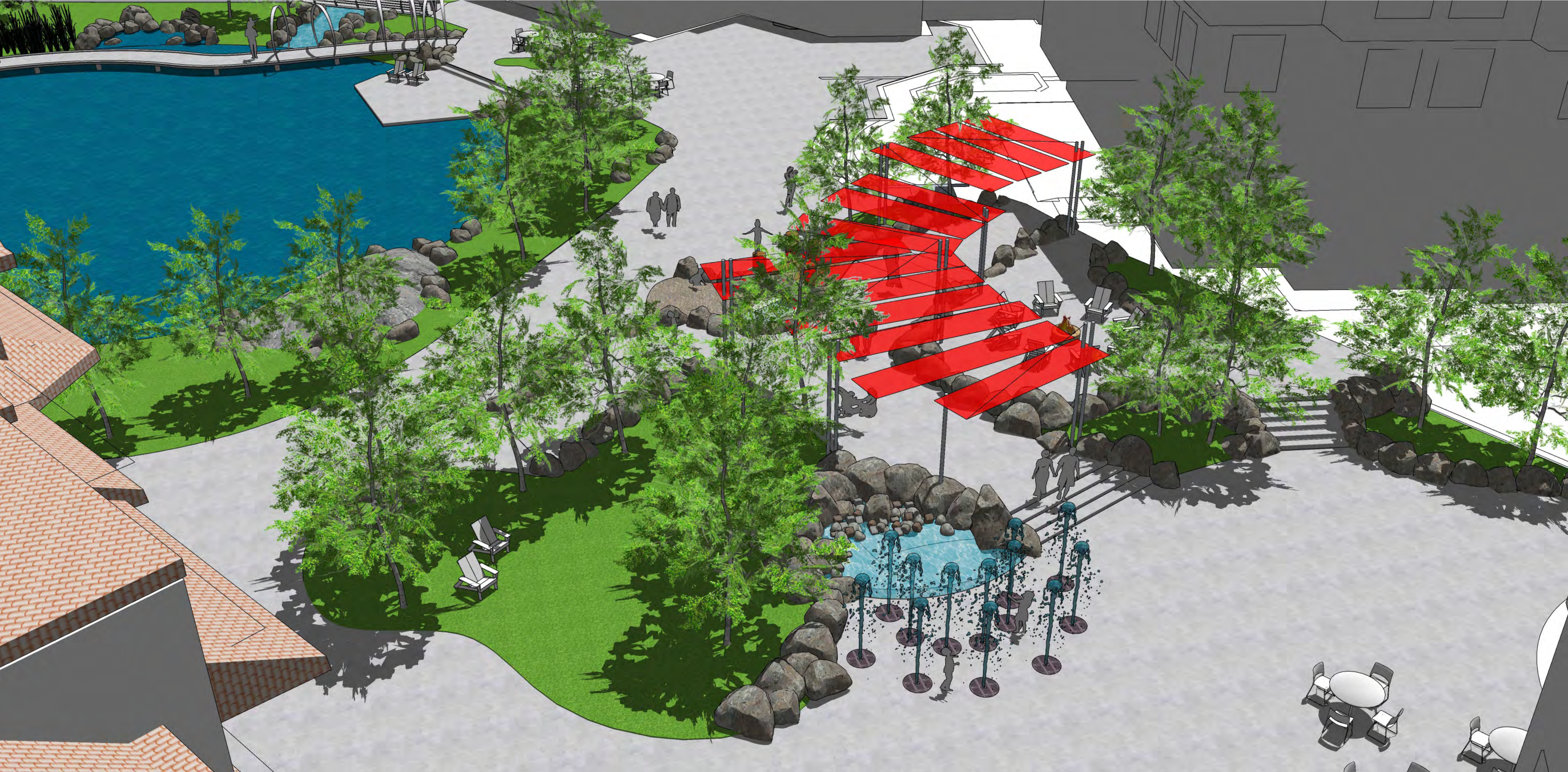
Boulder Plaza // Conference Center Event Overlay



Boulder Plaza // Seasonal Shade Concepts



Boulder Plaza



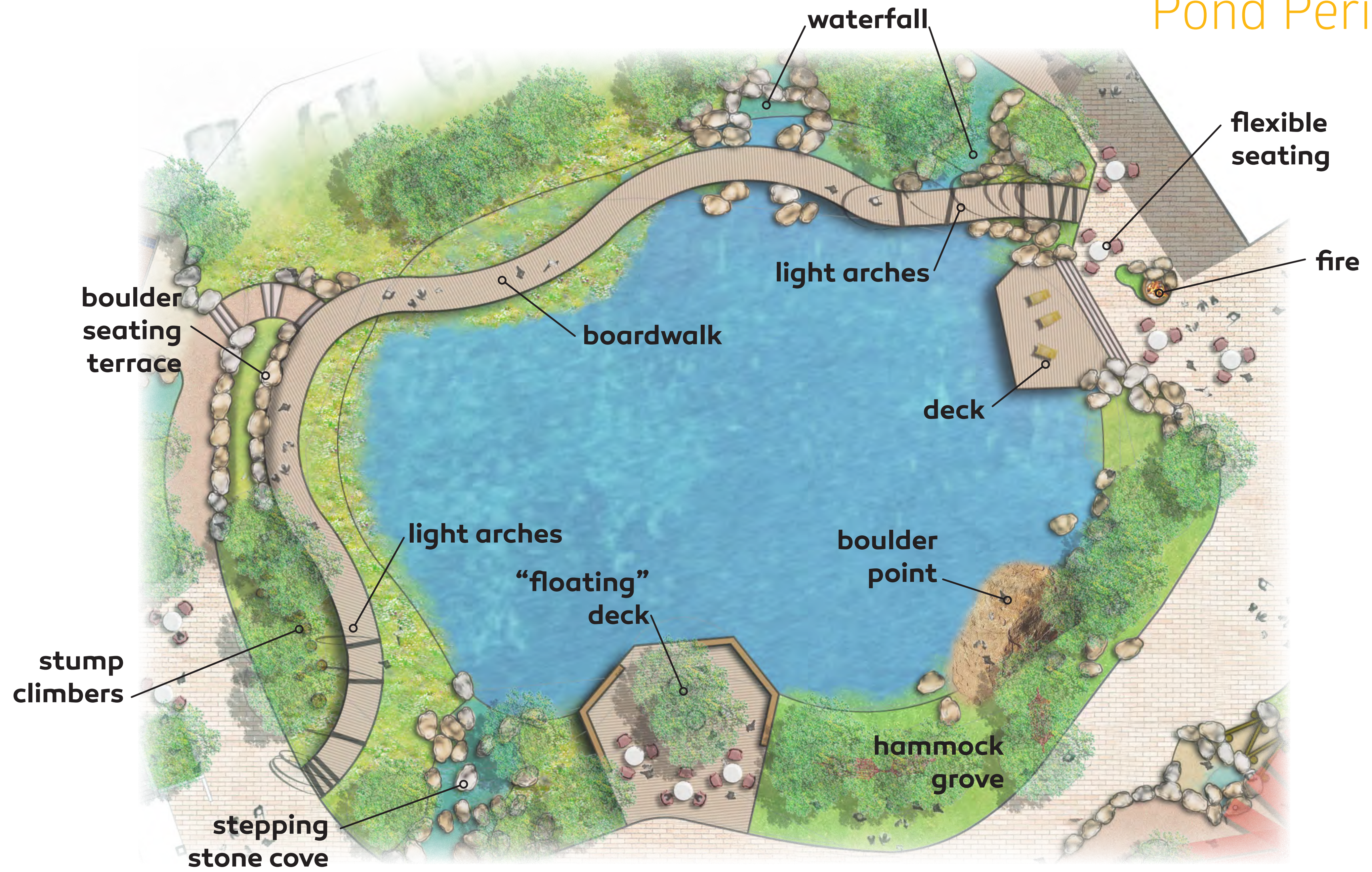
Boulder Plaza



Boulder Plaza // Splash Pad



Pond Perimeter



waterfall

flexible seating

fire

light arches

boardwalk

boulder seating terrace

deck

light arches

boulder point

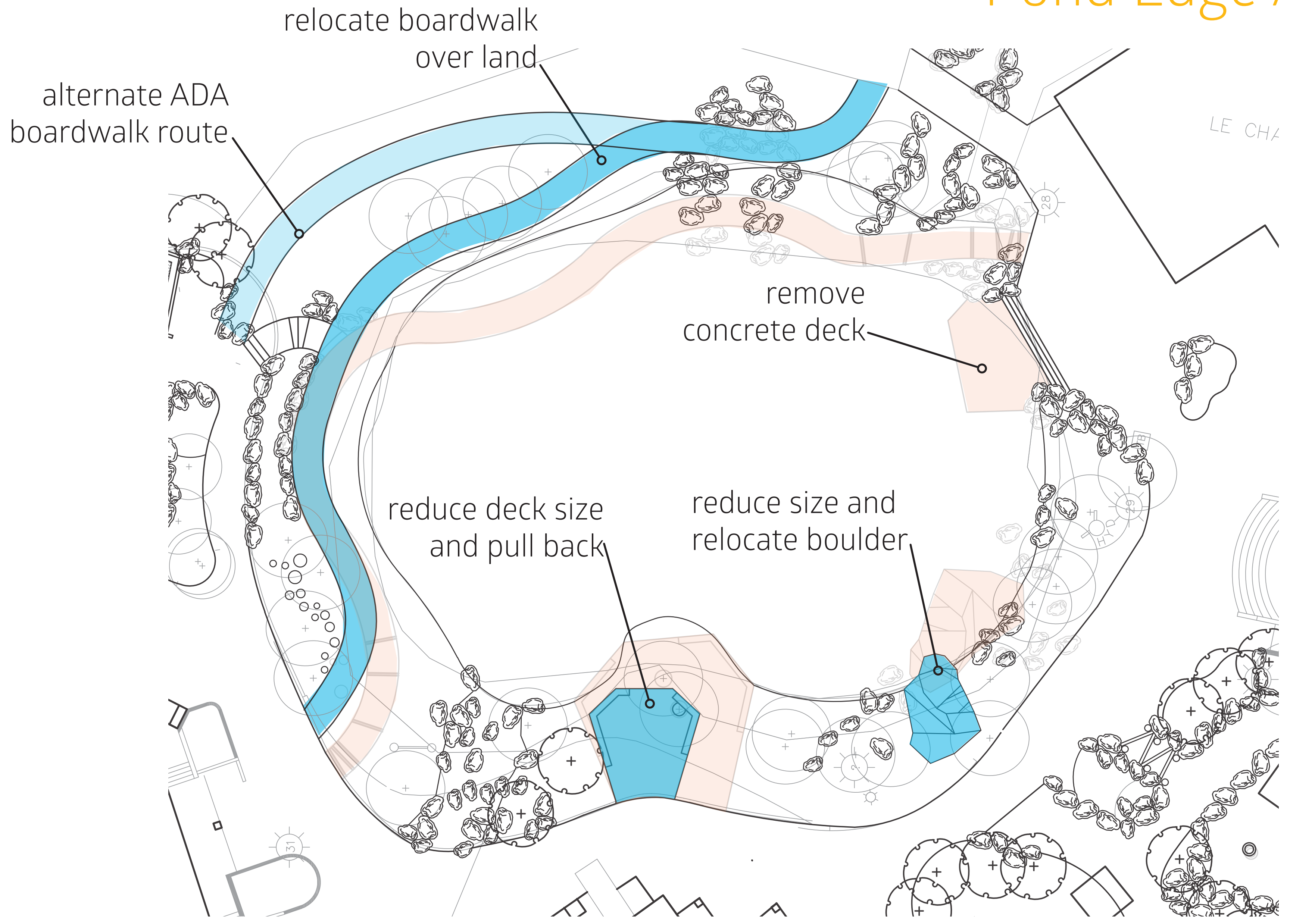
"floating" deck

stump climbers

hammock grove

stepping stone cove

Pond Edge Alternates



Pond Perimeter



Pond Perimeter // Light Rings



Pond Perimeter // Boardwalk



Pond Perimeter // Stepping Stone Cove



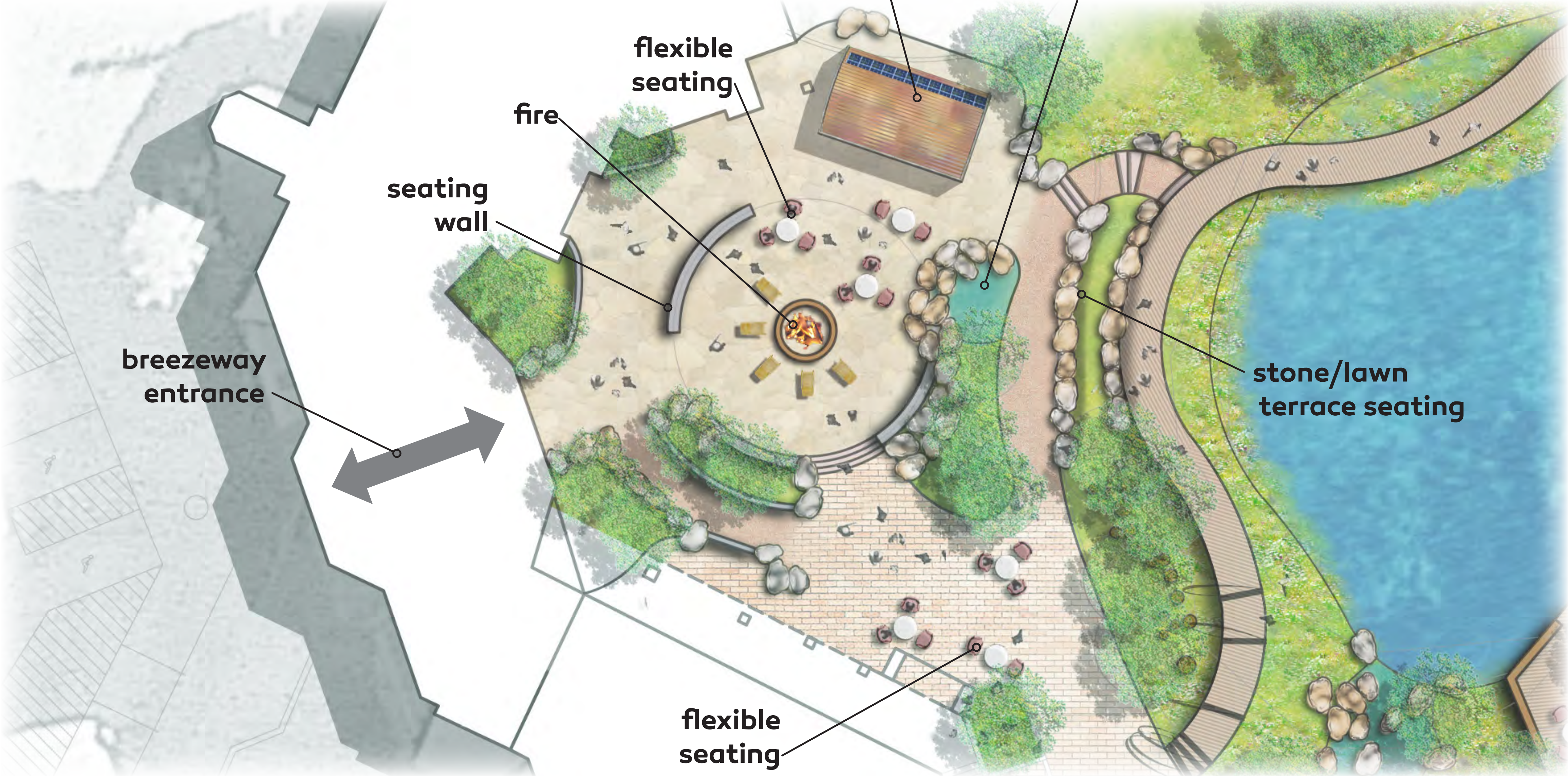
Pond Perimeter // view from Boot Doctors



Pond Perimeter // Sensory Stream



Upper Plaza



Upper Plaza // Shelter Concepts



Upper Plaza



Upper Plaza



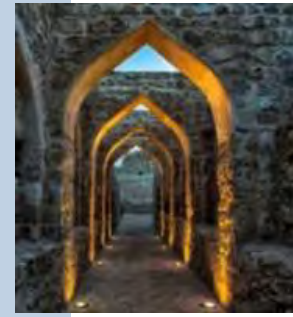
Lighting Concepts

SEATING AREA

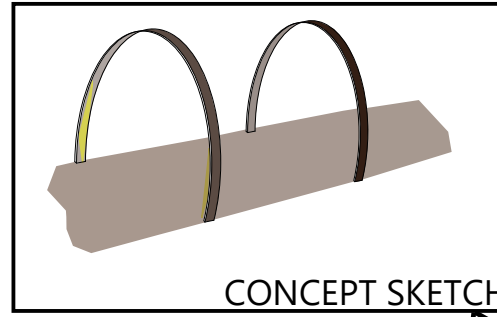


gathering

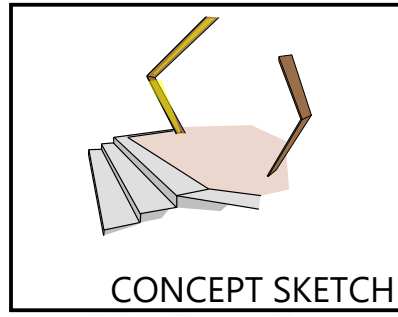
contemplative



ARCHWAY TUNNEL



CONCEPT SKETCH



CONCEPT SKETCH



INSPIRATION

TREE MOUNTED SPOTS



OPEN BREEZE-WAY STRING LIGHTS



FLOATING REFLECTIVE ORBS

soft, sophisticated



MOONLIGHTING

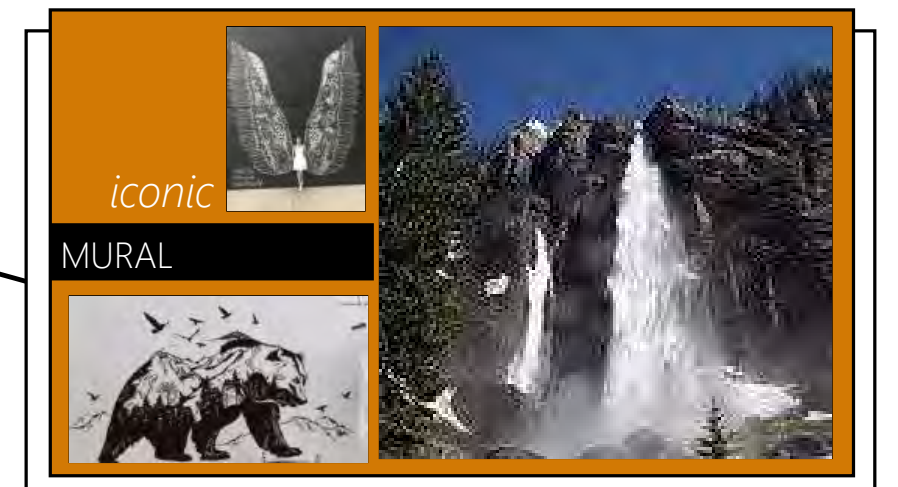


Use gobos to create moonlit paths in uncovered breeze-ways.

natural, activating



LINEAR UNDERLIT FIREPLACE



iconic

MURAL

Lighting Concepts



UNDERLIT BOARD WALK

peaceful, reflective



ICY WATERFALL



INSPIRATION

Utilize blue accent lighting to emphasize waterfall and catchpool

FIERY PATHWAYS



DINING AREA



Use amber lighting to create a warm, intimate seating area.



intimate



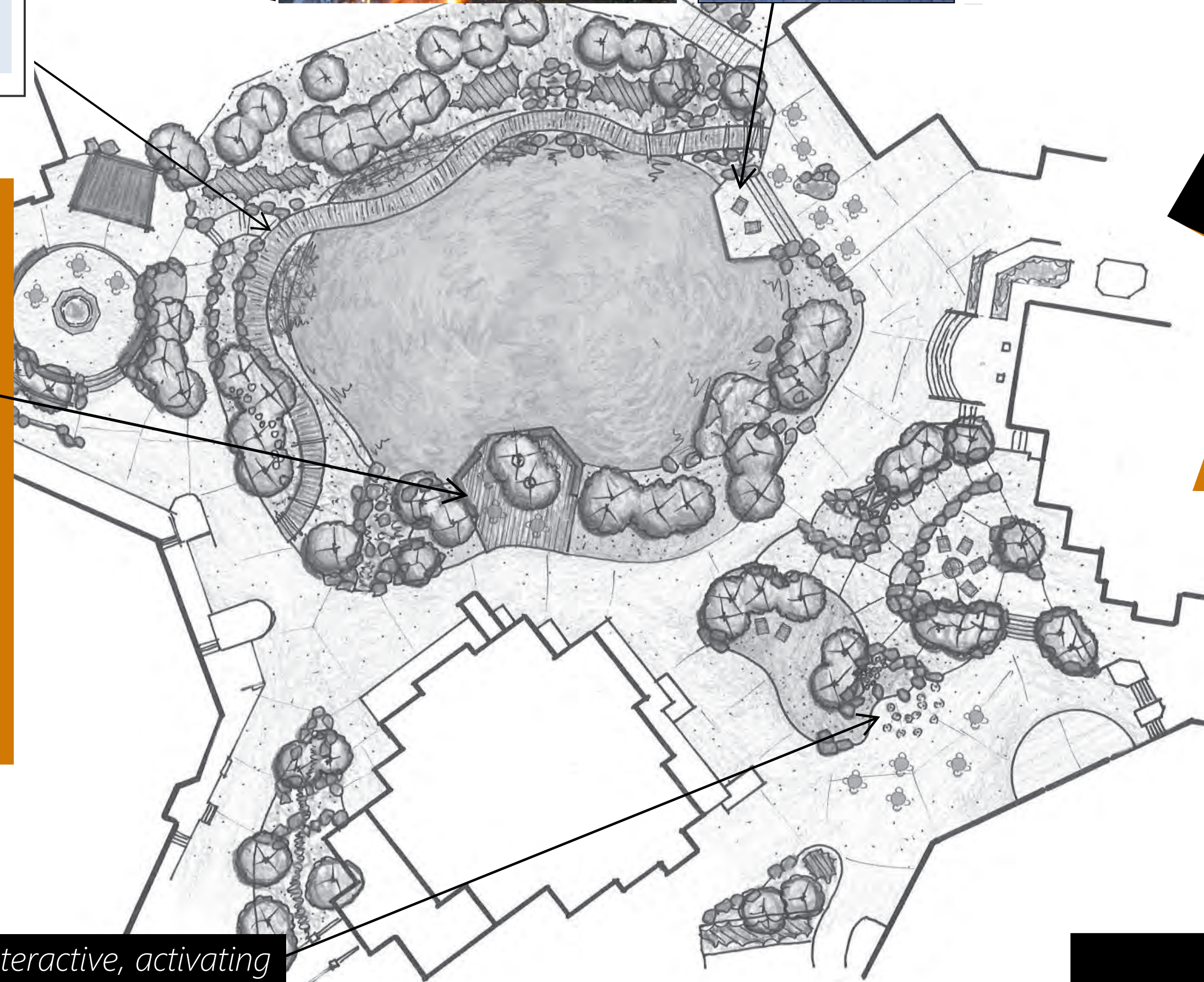
interactive, activating

SPLASH PAD

ACCENTED FIREWALL



warm, inviting





Town of Mountain Village Village Pond Plaza





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

DATE: July 22, 2019
TO: Design Review Board
FROM: Sam Starr, Planner
FOR: DRB Public Hearing on August 1st, 2019
RE: Consideration of a Design Review Process Application for a design variation to 17.3.4F(2), Single Family Accessory Uses, to allow a fence in the front yard on Lot 102, 710 Mountain Village Boulevard.

PROJECT GEOGRAPHY

Legal Description: Lot 102, Telluride Mountain Village Filing 1, according to Plat Book 1 Page 476.
Address: 710 Mountain Village Boulevard
Applicant/Agent: Landscapes by Lance
Owner: Cloud 9 Investments, a Texas LLC.
Zoning: Single-Family
Existing Use: Single-Family
Lot Size: .59 Acres
Adjacent Land Uses:

- **North:** Single-Family
- **South:** Single-Family
- **East:** Single-Family
- **West:** Single-Family

ATTACHMENTS

- Exhibit A: Narrative
- Exhibit B: Proposed Fencing Location
- Exhibit C: Fence Sample Photo
- Exhibit D: Public Comment



Figure 1: Vicinity Map

BACKGROUND

Lot 102 is bounded by Mountain Village Boulevard on both the eastern and western portions of their property. Applicants are seeking to place a fence and vegetative screening on the east portion of their lot for safety and trespassing prevention purposes. Staff has determined that the east portion of their lot is the front yard evidenced by the driveway and primary building entrance. The Community Development Code (CDC) is clear that all homes within the Single-Family Zone District should place all accessory structures and uses in the rear yard to the extent practicable. Accordingly, staff has elevated this to Design Review Board level review to allow the DRB to deliberate on the specific approval sought by the applicant and homeowner.

RELEVANT CODE SECTIONS

17.3.4 SPECIFIC ZONE DISTRICT REQUIREMENTS

(***)

Single Family Zone District Accessory Buildings or Structures.

Permitted accessory buildings or structures include hot tubs, saunas, swimming pools, gazebos, art, ski tramways approved pursuant to the Conditional Use Permit Process, outdoor kitchens, play equipment, fire pits, tennis courts and typical court fencing, ice skating rinks approved pursuant to the Conditional Use Permit Process, fenced dog areas, and similar uses. Storage buildings are expressly prohibited, except the DRB may approve a trash and recycling bin storage building at the end of a driveway longer than 100 feet provided such is designed in accordance with the Design Regulations.

- a. All accessory buildings or structures shall be located in the rear yard to the extent practical.
- b. Accessory buildings or structures shall not exceed 500 sq. ft. in size or floor area, as applicable.
- c. Design requirements applicable to accessory dwelling units are in the Single-Family zone district.
- d. Buffering is provided for high activity level buildings or structures, such as hot tubs, swimming pools and tennis courts to mitigate the adverse visual and noise impacts.

Staff Note: The specific variation requests the accessory structure (fence) be placed in the front yard.

17.5.9 LANDSCAPING REGULATIONS

(***)

Walls, Fences and Gates

- a. Walls, fences and gates shall only be used to enclose private spaces, garden areas, dog areas, planting beds or service areas.
 - i. Dog areas shall not be readily visible from a public right-of-way or other public way and shall be proportional to the lot and the home.
- b. Fences or walls shall not be permitted to specifically define lot boundaries.
- c. Fences, walls and gates that restrict deer and elk migration are prohibited.
- d. Walls, fences and gates shall be constructed from stone, stucco, metal or wood to meet the town design theme, and shall require the specific approval of the review authority. To the extent practical, walls shall be constructed to match the exterior material of the adjacent building.
 - i. Beyond fifteen feet (15') from the dwelling, the wall or fence shall be

- constructed so as to not be readily visible, and disappear into the natural landscaping.
- e. Temporary fencing may be used to protect planting beds or gardens from wildlife provided such fencing is not visible from a public way.
 - f. Guardrails required for roads, private access, etc. are also subject to the review authority approval consistent with the town design theme.
 - g. Gates, courtyards and staircases may be used to link buildings and landscape, to create semi-private spaces as transitions into private residences and to create semi-private spaces as compliments to the primary pedestrian streets.
 - h. Gates are not allowed to close driveway or access tract entrances.

Staff Note: The fence does not define the property boundary, does not enclose a dog and private area, meet the town design theme and require specific approval.

17.5.4 TOWN DESIGN THEME

- A.** The town design theme is directed at establishing a strong image and sense of place for the community within its mountain setting.
- B.** Mountain Village is located in a fragile, high-alpine environment that contains forests, streams, wetlands and mountainous topography. The natural physical features and setting of the town shall inform the design of our buildings to promote harmony between people and nature that respects and blends with its surroundings and is integrated into the landscape.
- C.** Architecture and landscaping within the town shall be respectful and responsive to the tradition of alpine design and shall reflect sturdy building forms common to alpine regions.
- D.** Architectural expression shall be a blend of influences that visually tie the town to mountain buildings typically found in high alpine environments.
- E.** Architecture within the town will continue to evolve and create a unique mountain vernacular architecture that is influenced by international and regional historical alpine precedents. The Town encourages new compatible design interpretations that embrace nature, recall the past, interpret our current time, and move us into the future while respecting the design context of the neighborhood surrounding a site.
- F.** The key characteristics of the town design theme are:
 - 1. Building siting that is sensitive to the building location, access, views, solar gain, tree preservation, and visual impacts to the existing design context of surrounding neighborhood development.
 - 2. Massing that is simple in form and steps with the natural topography.
 - 3. Grounded bases that are designed to withstand alpine snow conditions.
 - 4. Structure that is expressive of its function to shelter from high snow loads.
 - 5. Materials that are natural and sustainable in stone, wood, and metal.
 - 6. Colors that blend with nature.

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

Staff Note: The proposed fencing is comprised of material that is often seen throughout Mountain Village.

ANALYSIS

The applicant is proposing a rusted steel fence, which would meet the Town Design Theme regulations and reflect an alpine design. However, the siting of the home and lot make this application a unique land use application; The Design Review Board will need to weigh in on the

appropriateness of the fence location, encroachment into the General Easements, and purpose of the fence.

STAFF RECOMMENDATION

The DRB can approve, continue, deny or modify the owner's request regarding a design variation to 17.3.4F(2), Single Family Accessory Uses, to allow a fence and screening in the front yard on Lot 102, 710 Mountain Village Boulevard. If the Design review Board approves this application, below is a draft recommended motion for consideration:

"I move to approve the application by Landscapes by Lance for a design variation to 17.3.4F(2), Single Family Accessory Uses, to allow a fence and screening in the front yard on Lot 102, 710 Mountain Village Boulevard with the findings contained in the staff memo presented at the August 1st, 2019 DRB meeting, and the following conditions:

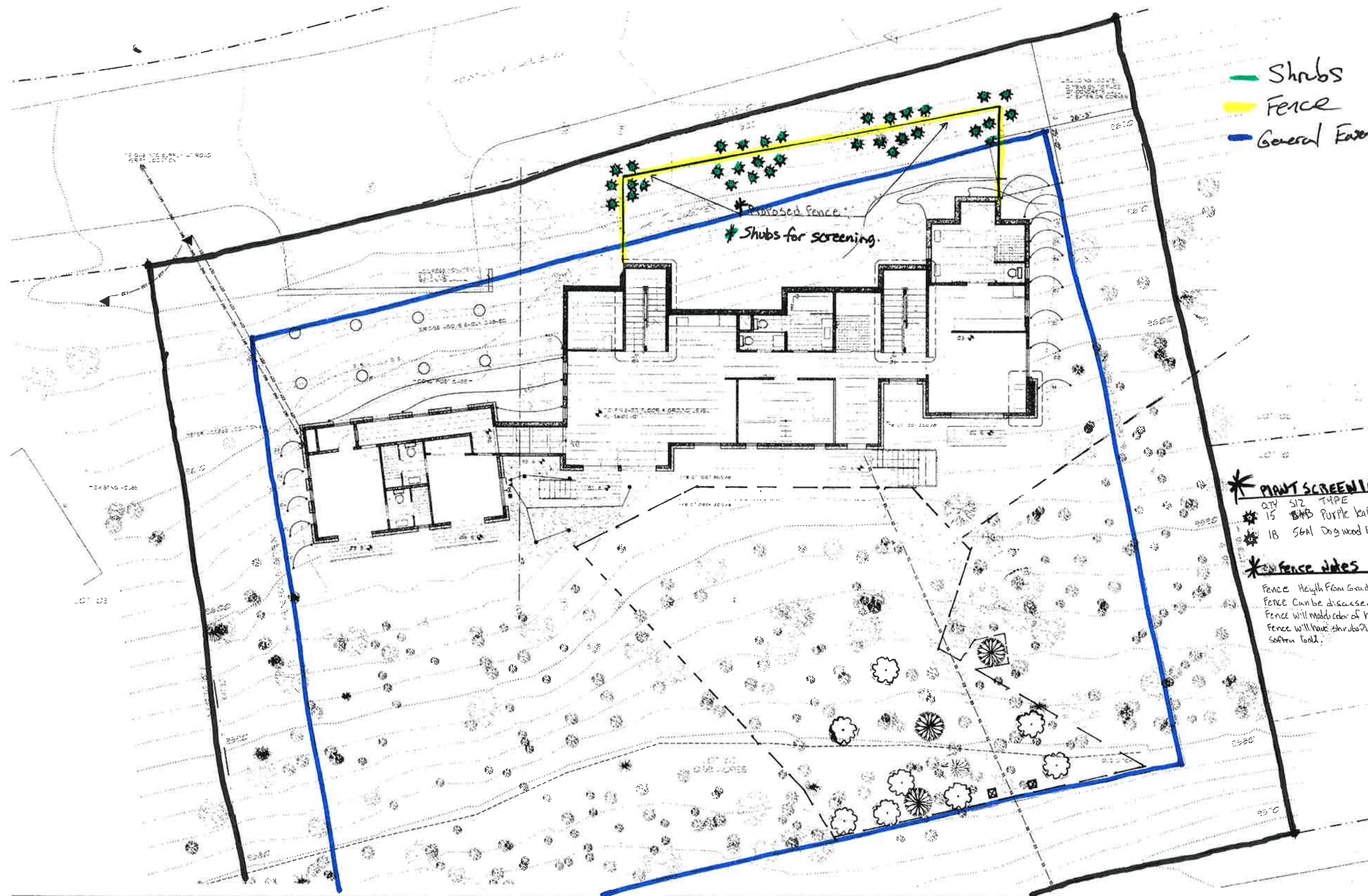
- 1) Applicant will enter into a revocable General Easement Agreement with the Town of Mountain Village for all landscaping elements located in the Town owned General Easements prior to issuance of a development permit.*

Hello!

We are requesting that the fence that was previously approved by Dave Bangert before he left be re-approved and built as submitted by Landscapes by Lance.

We have asked for the fence because of safety concerns on multiple fronts and for peace of mind. We have two dogs and a small son and their safety and security is our number one priority. The way that the front of our home is situated it is below street level and therefore our patio, where we are requesting the fence, is as well. However that is not apparent or always seen from the road and has caused an immense amount of trespassing and anguish for us. The patio area is very easily accessible from multiple locations on the street and makes that area of our home extremely vulnerable and unsafe. We have almost daily videos of unleashed dogs running through our yard as well as video and a police report of an attempted break in from some people being able to jump down into the area from the street. Traffic also causes a concern as people driving are more often than not rushing around a blind corner and then speeding back down past our house and not looking for residents. We are constantly waiting at our door to see if we can hear the traffic before being able to let our dogs outside and are concerned for our son when he will want to play outside freely. All of this really should not play such a factor in our daily lives with where we live but unfortunately it does. It also increases greatly during the summer and fall months, as does the foot traffic, which living off of Ridge Trail we are used to this and enjoy the considerate individuals. However, like most everyone we also enjoy having our patio doors open but as we have no way to stop anything from coming into the area it is not safe and very stressful. We should not have to live in this constant state of distress that something or someone will come into our home or property and feel that having tried multiple other options for years unsuccessfully, we have no way to remedy this other than to install a fence. There is plenty of open space surrounding our house that poses no threat or concern for dogs or people that wish to roam. Our only goal with this is to be able to be in our home and have access to and enjoy our patio safely and peacefully.

We are happy to provide any videos or other information needed and appreciate your re-approval and time spent on this matter for our family's safety and security at our home.



— Shrubs
— Fence
— General Excavated

REVISIONS	

PLANT SCHEDULE	
	EXISTING TREES
	TREES TO BE REMOVED
	NEW TREES
	NEW SHRUBS
	NEW GROUND COVER
	PERENNIAL GROUND COVER

NOTE:
 1. ALL PLANTINGS SHALL BE 10% OR LARGER UNLESS OTHERWISE NOTED.
 2. ALL PLANTINGS SHALL BE SPECIFIED BY TRADE NAME AND COMMON NAME.

IRRIGATION LEGEND	
	MAIN LINE
	SUB-MAIN LINE
	VALVE
	BACKFLOW PREVENTER
	RAIN SENSOR
	IRRIGATION CONTROLLER
	RAIN SENSOR CONTROLLER

PLANT SCREENING
 QTY SIZE TYPE
 15 18" Purple Leaf Plum
 18 56" Dogwood Redwing

Fence Notes
 Fence Height From Grade 44"
 Fence Can be disassembled
 Fence will match color of home
 Fence will have shrubs planted to screen tool.

IRRIGATION USE CHART		
TREE SIZE OF PLANT	QTY	WATER TO 1"
1" - 4"	100	0.44
5" - 8"	100	1.33
9" - 12"	100	4.00
13" - 16"	100	13.33
17" - 20"	100	40.00
TOTAL WATER USE PER YEAR		23.0

NOTE:
 1. ALL PLANTINGS SHALL BE SPECIFIED BY TRADE NAME AND COMMON NAME.
 2. ALL PLANTINGS SHALL BE 10% OR LARGER UNLESS OTHERWISE NOTED.
 3. ALL PLANTINGS SHALL BE SPECIFIED BY TRADE NAME AND COMMON NAME.

UTILITY NOTES
 1. ALL UTILITY LINES SHALL BE SHOWN AND DEPTH NOTED.
 2. ALL UTILITY LINES SHALL BE SHOWN AND DEPTH NOTED.
 3. ALL UTILITY LINES SHALL BE SHOWN AND DEPTH NOTED.

REVEGETATION NOTES

1. SUBSOIL SURFACE SHALL BE TILLED TO A 6" DEPTH IN NON-PAVED AREAS.
2. TOPSOIL SHALL BE SPREAD AT A MINIMUM DEPTH OF 4" OVER ALL AREAS TO BE REVEGETATED.
3. BROODINGS OF SEEDS AND MULCHING SHALL BE DONE WITHIN 14 DAYS AFTER TOPSOIL IS APPLIED TO MAXIMIZE GERMINATION AND SEED VESTIBLITY.
4. FERTILIZER AND SPECIFIC SEEDS SHALL FOLLOW WITHIN 14 DAYS AFTER MULCHING IS COMPLETE. FERTILIZER SHALL BE APPLIED AT A RATE OF 5 POUNDS PER TON PER ACRE FOR LAWNS AND 10 POUNDS PER ACRE FOR STRIP.
5. LOCK WITH ORIGINAL LOCKER AT 30 DAYS PER ACRE.
6. FOR STEEP SLOPES 3% OR GREATER USE EROSION CONTROL BLANKET DOUBLE SLOPED.
7. SEEDS SHALL BE APPLIED AT A RATE OF 100 LBS PER ACRE WITH THE FOLLOWING MIXTURES:

MIXTURE A - GENERAL REVEGETATION		MIXTURE B - LAWNLANDS BUFFER MIX	
PERENNIAL GRASS	50%	PERENNIAL GRASS	40%
WINTER RYEGRASS	50%	PERENNIAL GRASS	40%
PERENNIAL GRASS	50%	PERENNIAL GRASS	40%
WINTER RYEGRASS	50%	PERENNIAL GRASS	40%
PERENNIAL GRASS	50%	PERENNIAL GRASS	40%
WINTER RYEGRASS	50%	PERENNIAL GRASS	40%

8. ALL REVEGETATED AREAS MUST BE REVEGETATED ACCORDING TO THE DESIGN RESOLUTION ONE & TWO.

GENERAL LANDSCAPING NOTES

1. PROTECT ALL EXISTING TREES AND VEGETATION WITH 4" BY 4" BRUSH AND CONSTRUCTION TENCING.
2. THE GENERAL CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND CONDUITS WITH 4" BY 4" BRUSH AND CONSTRUCTION TENCING.
3. ALL TREE LOCATIONS, SPECIES AND QUALITY SHALL BE FIELD VERIFIED PRIOR TO FINAL PLANTING.
4. ALL TREE PLANTINGS SHALL BE BACKFILLED WITH TOPSOIL, ORIGINAL SOIL, AND COMPOST MIXTURE AT A 1:1:1 RATIO. PROPOSED SOIL AMENDMENTS SELECTED BY LANDSCAPE CONTRACTOR SHALL BE APPROVED BY THE CITY OF COLORADO.
5. ALL TREES GREATER THAN 6" IN HEIGHT SHALL BE STAKED WITH METAL TROTS AND OR DUCKS. ALL DRIVING SYSTEMS SHALL BE CONSTRUCTED WITH 4" BY 4" BRUSH AND CONSTRUCTION TENCING. TREE BRIDGE STRAPS SHALL BE USED TO SUPPORT TREES. ALL BRUSH SHALL BE REMOVED AFTER THE GRADING IS COMPLETE.
6. PERENNIAL PLANTING BEDS AND BODIES SHALL BE TILLED TO A 6" DEPTH AND MIXED WITH ORGANIC SOIL AMENDMENT MIXTURE AT A 1:1 RATIO.
7. PERENNIAL GROUNDCOVERS SHALL BE PLANTED 12" ON CENTER. ONLY PERENNIALS NOTED TO THIS AREA SHALL BE USED.
8. ALL PLANTINGS SHALL BE SPECIFIED BY TRADE NAME AND COMMON NAME. ALL PLANTINGS SHALL BE 10% OR LARGER UNLESS OTHERWISE NOTED.
9. ALL PLANTINGS SHALL BE SPECIFIED BY TRADE NAME AND COMMON NAME. ALL PLANTINGS SHALL BE 10% OR LARGER UNLESS OTHERWISE NOTED.

UTILITY PLAN
SCALE 1/8" = 1'-0"

20

Proposed
 Perimeter Dog
 Fence

Lot 102
 710 Mtn.
 Village Blvd
 Kelly

LANDSCAPES BY LAUCE



Sam Starr

From: Fred Kittler <fkittler@firelakecapital.com>
Sent: Tuesday, July 23, 2019 2:03 PM
To: Sam Starr
Cc: gail kittler
Subject: Lot 102/710 Mtn. Village Blvd. DRB review

Dear Mr. Starr,

I am writing in support of my next door neighbor, who wishes to place a fence and shrubs on his property and within the general easement. Although I did not find any link to his plans at the web link provided, I\we have found that his property improvements have always been very well done, he has done a great deal to preserve the character of Mountain Village, and we support this as a tasteful improvement to the area.

Best regards

Fred and Gail Kittler
702 Mtn. Village Blvd.

Fred Kittler
(650) 796-9969



TO: Mountain Village Design Review Board
FROM: John Miller, Senior Planner
FOR: Meeting of August 1, 2019
DATE: July 19, 2019
RE: Design Review Board (DRB) Consideration of a Class 3 Specific Approval for a Roofing Design Variation on Lot 52, Tomboy Tavern

APPLICATION OVERVIEW:

PROJECT GEOGRAPHY

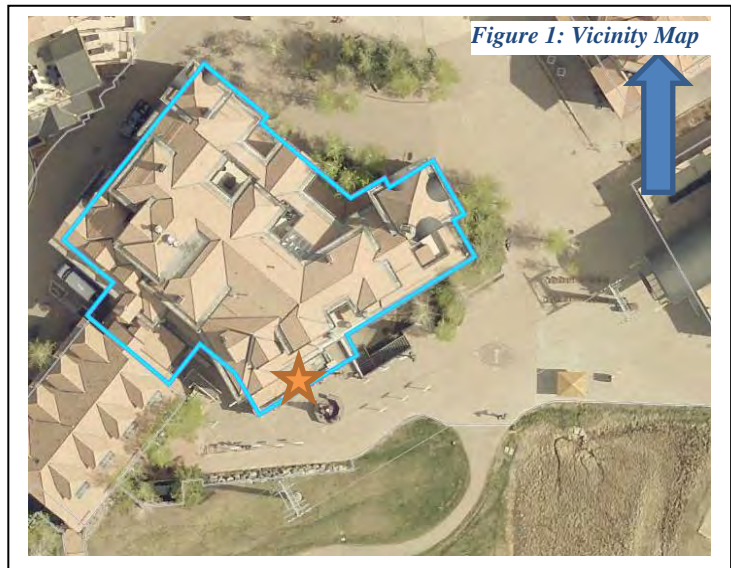
Address: Lot 52, 562 Mountain Village Blvd
Applicant/Agent: Elyssa Krasic, Full Circle HOA
Owner: Telluride Ski and Golf
Zoning: Village Center
Lot Size: 0.337 Acres

Adjacent Land Uses:

- **Northeast :** Active OS
- **Northwest:** Active OS
- **Southeast:** Active OS
- **Southwest:** Village Center

ATTACHMENTS

- Exhibit A: Narrative



CASE SUMMARY: Elyssa Krasic of Full Circle HOA, acting on behalf of Telluride Ski and Golf and Tomboy Tavern, is requesting DRB Specific Approval for a variation in roofing material. The specific roof area in question is the secondary flat roof that could be characterized as a foyer or portico entry way of Tomboy Tavern and identified above in Figure 1. In order to approve this application, the DRB will need to determine if the proposed design is contextually compatible in design, color, theme, and durability. The CDC allows for modification of roof materials on dormers and secondary roof forms to be

processed as a Class 1 Development Application when the proposed roofing material is consistent with the approved roofing material list. Because the proposed material is not listed within the approved roofing material list for the Village Center, the applicant will need specific approval by the DRB and therefore staff has elevated the request to the Board.

At the initial DRB hearing on July 11th, the DRB expressed concern with the proposed 80mil IB Membrane currently in place. There was extensive discussion related to the appropriateness of the proposed material given the high visibility location of the secondary roof from the Mountain Village Gondola. It was suggested that the applicant look into floating deck surfaces to overlay the 80mil membrane. It should be noted that as of July 23rd at the time of drafting this memo, the applicant has indicated to staff that they have been working on acquiring samples and quotes for different roofing overlays that may satisfy this request from the Board. Staff has not received samples at this time but anticipates that the applicant will be in possession of the proposed samples by the time of the continued hearing.

Some cursory examples of a roof overlay / pedestal system has been provided by staff for the benefit of the DRB. As you can see, there are various pedestal systems that range from prefabricated to constructed on site, and different systems can accommodate surfacing such as wood or tile.

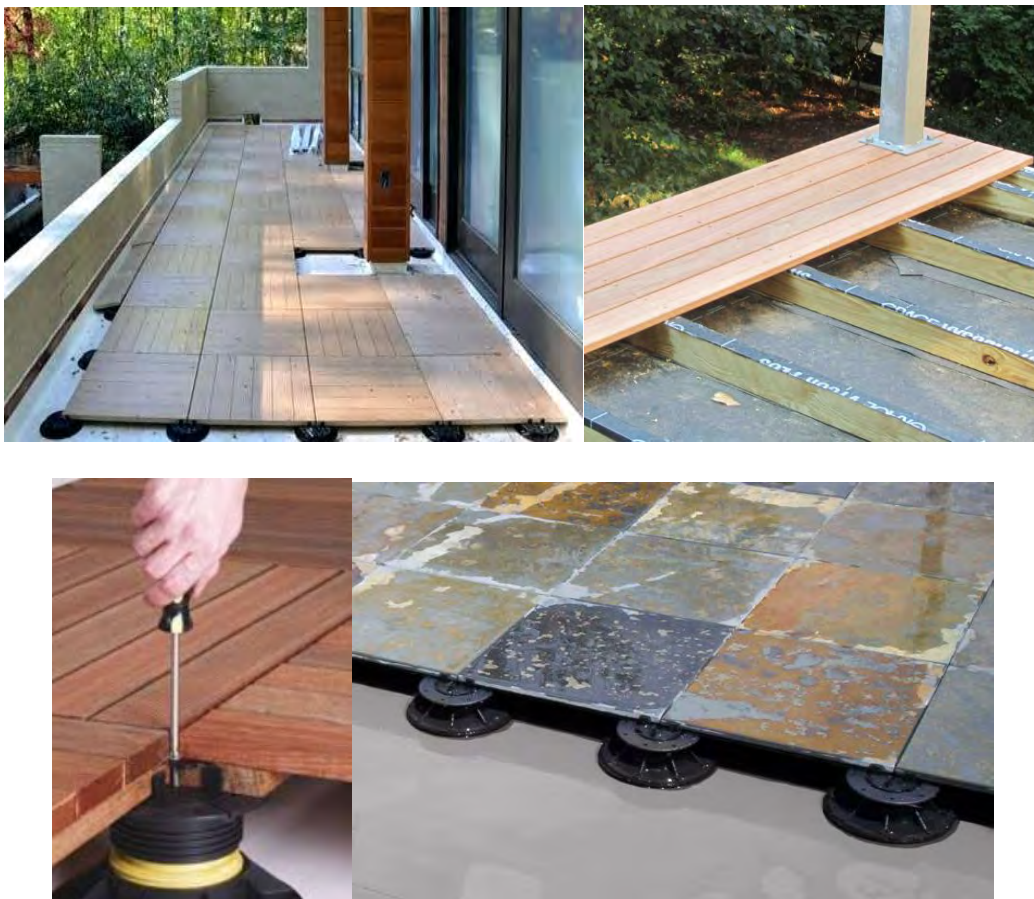


Table 1: Materials, Requirements, Variations

Allowed Roofing Materials in Village Center	
• Burnt Sienna Concrete Tile	
• Earth tones compatible with burnt sienna concrete tile in color and texture	
• Brown Patina Copper	
• Standing Seam or Bonderized Metal	
• Zinc	
• Solar Roof Tiles	
Existing Roofing Materials	Area (sq. ft.)
80mil IB Membrane (dark brown)	Approx. 220 sq. ft.
Proposed Design Variations:	
Village Center Roofing Material	Some variation of roof material and/or color is permissible by specific DRB approval as long as it is contextually compatible in design, color, theme and durability.

CRITERIA, ANALYSIS AND FINDINGS

The criteria for decision for the board to evaluate the requested design variation is listed below. The criteria may not be exhaustive and does not diminish the requirements of the applicant to meet all CDC regulations – even if not specifically noted herein.

**Chapter 17.4: Development Review Procedures
17.4.11(E)(5)(e): Design Variation Process**

*5. Design Variation Process
(***)*

e. The following criteria shall be met for the review authority to approve a design variation:

- i. The design variation is compatible with the design context of the surrounding area;*
- ii. The design variation is consistent with the town design theme;*
- iii. The strict development application of the Design Regulations(s) would prevent the applicant or owner from achieving its intended design objectives for a project;*
- iv. The design variation is the minimum necessary to allow for the achievement of the intended design objectives;*
- v. The design variation is consistent with purpose and intent of the Design Regulations;*
- vi. The design variation does not have an unreasonable negative impact on the surrounding neighborhood;*
- vii. The proposed design variation meets all applicable Town regulations and standards; and*
- 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.*

Staff: In the fall of 2018, Tomboy Tavern experienced a catastrophic roof failure caused by water leaking into the roof of the portico entry area. The applicant indicated that during the repair of the roof, it became apparent that the cause of multiple leaks over time has

been the improper placement of burnt sienna square paver stones directly on the roofing surface without any pedestal system which ultimately resulted with the accumulation of organic matter which caused the membrane to fail.

In order to resolve the roof failure as quickly as possible, staff allowed for a re-roof to occur with a condition that the applicant return and provide either 1.) an approved Village Center roofing material for overlay, or 2.) come before the DRB and request a specific variation to allow for the repaired design as is - due to physical design constraints of the roof. As mentioned above in the case summary, the applicant had originally proposed a 2ply 80mil dark brown membrane. At the July 11th DRB hearing, it was determined that this was not appropriate and the DRB would prefer a roofing pedestal / overlay system that would mitigate the visual impact of the roof from the Gondola Line.

Due to the failure and replacement described above, the roof is currently in place and any approval will be for a proposed overlay system that meets the requirements of the DRB. If the criteria above are determined by the DRB to have not been met adequately, then the applicant will need to provide alternative design for the roof replacement that meets the requirements of the CDC.

Chapter 17.5: Design Regulations

17.5.6(C)(3):Roof Material

3. Roof Material

- a. All roofing material shall be of a type and quality that will withstand high alpine climate conditions.
(***)

- e. Village Center roofing material will require a class 3 development application and building specific design review. The following roof materials shall be approved by the DRB if the DRB finds the roofing material is consistent with the town design theme and applicable Design Regulations:
 - i. Burnt sienna concrete tile.
 - ii. Earth tones compatible with burnt sienna concrete tile in color and texture.
 - iii. Brown patina copper.
 - iv. Standing seam or bonderized metal (dark grey or black) (not rusted).
 - v. Zinc.
 - vi. Solar roof tiles so long as they are contextually compatible in design, color, theme and durability (non-reflective)
 - vii. Some variation of roof material color is permissible by specific DRB approval as long as it contextually compatible in design, color, theme and durability.

Staff: The CDC allows for staff level review of roof replacements on secondary roofs and dormers when the proposed replacement materials are permitted within the CDC. Because the approved replacement materials are not specifically described within the CDC, Staff has chosen to elevate this application for specific approval by the DRB. The roof area in question is a small flat roof portion of the entryway or portico of Tomboy Tavern. The approximate area of the roof replacement is 220 square feet. Due to the large snow load requirements, flat roofs are very A-typical in the village and this design feature may be the cause of the leaks that have occurred over time.

The LUDC and the CDC required burnt sienna concrete tile but due to the flat nature of the roof it appears that the roof was treated with burnt sienna paving stones which,

although visually similar to concrete roof tiles, appear to have contributed to the buildup of organic materials between the roofing membrane and the paving stones. This was apparently caused by improper installation of the tiles in a manner that did not include a pedestal system as pictured above within the Case Summary.

In addition, the material section was somewhat limited due to windows being located directly above the flat portico which make it nearly impossible to raise the roof and create a new pitch. Initially, the applicant indicated that the brown color of the membrane was the preferred final roofing material and suggested that overall the brown color had a minimal visual impact – a discussion point that was not agreed to by the DRB.

The DRB directed the applicant to return with an overlay / pedestal system that accomplished the above design requirements.

Staff Recommendation: Staff recommends the DRB approve a proposed design variation for roofing materials at Lot 52, Tomboy Taverns if the DRB determines that the applicant meets all criteria of the Design Variation Process provided above in the Staff Memo of record dated July 19, 2019. If a proposal is not provided at the hearing, then staff recommends the item be continued to September in order for the applicant, to have more time to prepare a possible solution.

If the DRB deems this application to be appropriate for approval, Staff requests said approval condition the items listed below in the suggested motion.

PROPOSED MOTION -

Staff Note: It should be noted that reasons for approval or rejection should be stated in the findings of fact and motion.

I move to approve the proposed design variation for roofing materials at Lot 52, Tomboy Tavern based on the evidence provided within the Staff Report of record dated July 19, 2019, and the proposed material samples provided by the applicant at the Public Hearing on August 1, 2019 with the following conditions:

- 1) Tomboy Tavern / TSG shall relocate the existing satellite dish and concrete anchor blocks to an area not visible from the public plaza areas or the gondola cabin.

/JJM



June 17, 2019

Dear DRB,

This application is for the flat roof repair above the entrance to Tomboy Tavern in the Plaza building at 565 Mountain Village Blvd. We are asking for the approval of the finished IB membrane as shown in the attached pictures. It qualifies as an acceptable material variation as it is contextually compatible in design, color and most important, durability. Our hope is the DRB will recognize the IB membrane as the superior product solution. This is an opportunity for the DRB to provide approval of a state of the art and eco-friendly roofing option.

The pre-existing roofing system leaked due to punctures from the concrete tile placed on top of the membrane and drainage issues due to organic matter build up. Examples are shown in the attached pictures. The IB membrane is high functioning and the most eco-friendly roofing product available. It promotes drainage and discourages ponding and organic material build up. The manufacturer does not recommend tiles or bonded metal be put on top of the finished IB membrane. If done, this will null and void the warranty.

The existing DRB approved roofing products are not intended for flat roof systems.

The acceptable materials are:

- i. Burnt sienna concrete tile.*
- ii. Earth tones compatible with burnt sienna concrete tile in color and texture.*
- iii. Brown patina copper*
- iv. Standing seam or bonderized metal (dark grey or black) (not rusted)*
- v. Zinc*
- vi. Solar roof tiles so long as they are contextually compatible in design, color, theme and durability (non-reflective).*
- vii. Some variation of roof material color is permissible by specific DRB approval as long as it is contextually compatible in design, color, theme and durability.*

The IB membrane does not come in burnt sienna. Dark brown was the closest compatible color. Included letters are from Horn Brothers Roofers and Telluride Ski and Golf speaking to the superiority of the IB Membrane product and to the source of the leaks.

Thank you for your consideration,

Elyssa Krasic
Administrator

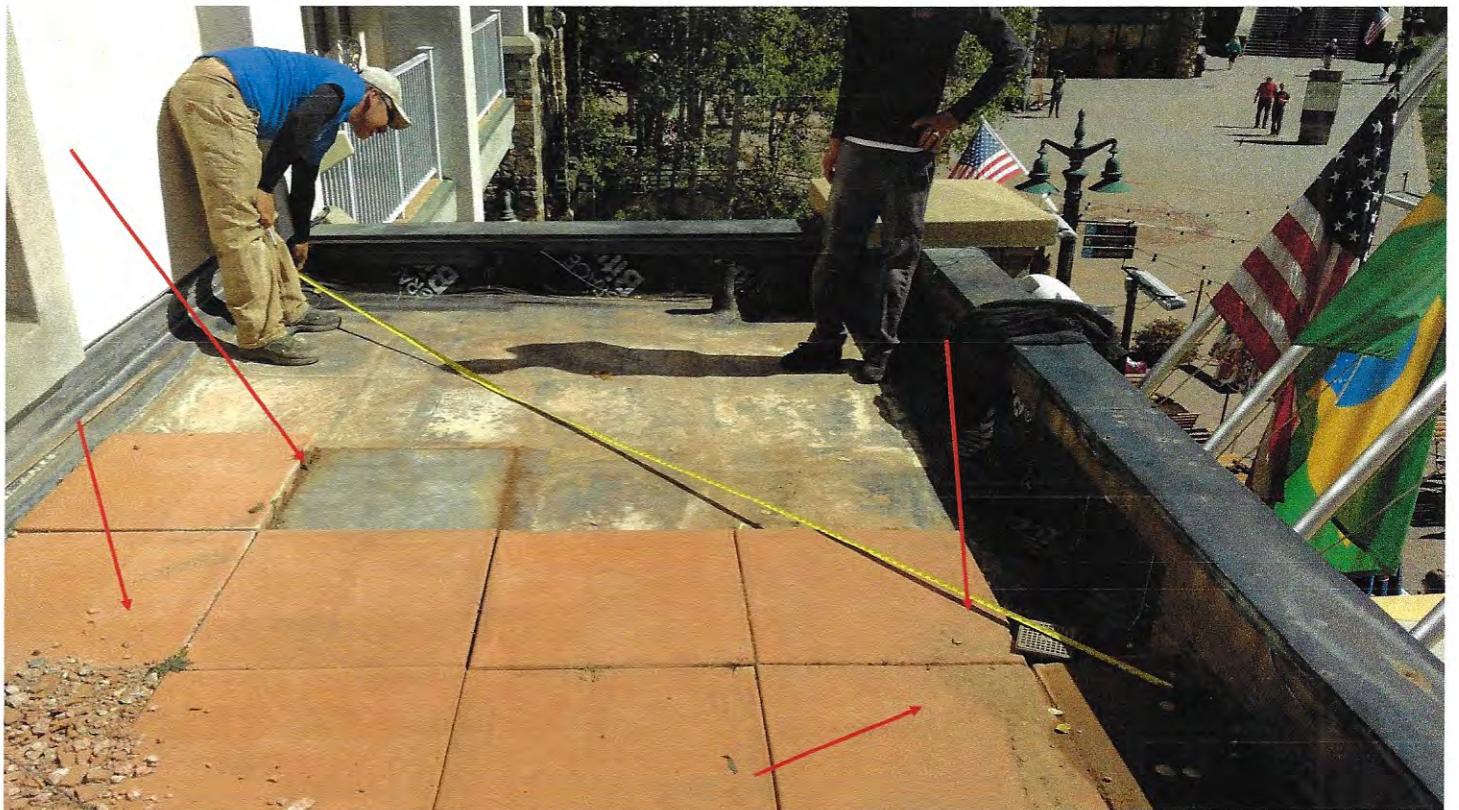
New roof with brown membrane.



New roof brown membrane.



Old roof with tiles shows organic materials growing between tiles. Debris of crumbling tiles is also apparent. Evidence of residue blocking drains can be seen. There was moss and mud as well. These tiles had been cleaned.



Old roof with tiles shows organic materials growing between tiles. Debris of crumbling tiles is also apparent. Evidence of residue blocking drains can be seen.



Roof without the tiles or IB membrane.





January 10, 2019

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

RE: 562 Mountain Village Blvd / Land Use Violation

To whom it may concern,

I am in agreement with Full Circle HOA in regards to placing any type of paver or "faux" material over the new roof decking above Tomboy Tavern at 565 Mountain Village Blvd. We have had multiple leaks inside the restaurant over the years and I am confident the new roof membrane Full Circle HOA had installed will address the previous problems. However any type of tile or "faux" material has the ability to compromise that membrane and cause water infiltration problems again. Given that the area is so small in size I think some flexibility of DRB regulations is applicable.

Thank You,

Blake Builder
Director of Facilities
Telluride Ski and Golf



2325 S. Jason Street
Denver, Colorado 80223

Phone: (303) 274-1111
Toll Free (855) 892-1996
Fax: (270) 379-7201

January 10, 2019

Dan Witkowski
Full Circle Property Management
560 Mountain Village Blvd., Ste. 102B
Mountain Village, CO

Dan,

I am responding to your request for additional information re: the product selection and design of the Tomboy Building flat roof system we recently installed.

The product selected for the re-roof was 80 mil IB membrane installed over a taper system and a layer of Densdeck. After consultation with you, and determining that this area was in fact a roof, not a deck or pedestrian area, we designed a system to provide you with the highest quality flat roof system for your needs. The taper system will funnel the water to your 2 drains. The Densdeck will provide you with a Class A fire rated system and a Class 4 impact rating. The IB is the finest membrane I know of as far as durability, waterproofness and warranty.

This system is a finished product for flat roofs. However, it is not designed to be walked on. In order to create a walking system you would need to overlay this system with a built up decking system, pavers or similar solution. While this could be done, any additional systems used to overlay would result in additional wear and tear to your new membrane. In addition, any system laid on top of the IB would result in organic materials seeping through the cracks and openings and flowing to the 2 drains. This would clog the drains, inhibiting the natural drainage and adding to the possibility of future leaks. I believe that the leaks you were experiencing were likely the result of the poorly designed membrane/paver system we replaced. Unfortunately, we do not know of any permeable material that is compatible with your new roofing system that would not inhibit drainage. Therefore, we do not recommend that any additional decking/pavers be installed over the new system.

I hope I've answered your questions. Please let me know if I can be of further service.

Larry Lederer
Senior Sales Consultant
Horn Brothers Roofing



Revised 2.26.18

DESIGN REVIEW PROCESS SIGNAGE APPLICATION

PLANNING & DEVELOPMENT SERVICES
455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
970-728-1392
970-728-4342 Fax
cd@mtnvillage.org

DESIGN REVIEW PROCESS APPLICATION		
APPLICANT INFORMATION		
Name: The Plaza HOA		E-mail Address: mail@fullcirclehoa.com
Mailing Address: 565 Mt Village Blvd		Phone: 970-369-1428
City: Mountain Village	State: CO	Zip Code: 81435
Mountain Village Business License Number:		
PROPERTY INFORMATION		
Physical Address: 565 Mt Village Blvd, Mountain Village Co		Acreage:
Zone District:	Zoning Designations:	Density Assigned to the Lot or Site:
Legal Description:		
Existing Land Uses:		
Proposed Land Uses:		
OWNER INFORMATION		
Property Owner: The Plaza HOA		E-mail Address: sreeder@tellurideskiresort.com
Mailing Address: 565 Mt Village Blvd, Suite 101		Phone: 970-369-1428
City: Mountain Village	State: CO	Zip Code: 81435
DESCRIPTION OF REQUEST		
<p>We would like approval for the Tomboy flat roofing material. The flat roof presents a design and material challenge. Sienna tile and bonded metal applications are not intended for a flat roof. The product chosen is the most eco friendly product available today. It is dark brown and compliments the aesthetics of the building.</p>		



DESIGN REVIEW PROCESS
SIGNAGE
APPLICATION

PLANNING & DEVELOPMENT SERVICES
455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
970-728-1392
970-728-4342 Fax
cd@mtnvillage.org

Revised 2.26.18

HOA APPROVAL LETTER

I, (print name) Dan Witkowski, the HOA ^{Manager}~~president~~ of property located at 565 Mountain Village Blvd, provide this letter as written approval of the plans dated _____ which have been submitted to the Town of Mountain Village Planning & Development Services Department for the proposed improvements to be completed at the address noted above. I understand that the proposed improvements include (indicate below):

see attached.

[Handwritten Signature]
(Signature)

6/18/19
(Date)

DAN WITKOWSKI
(Printed name)



Revised 2.26.18

DESIGN REVIEW PROCESS SIGNAGE APPLICATION

PLANNING & DEVELOPMENT SERVICES
455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
970-728-1392
970-728-4342 Fax
cd@mtnvillage.org

OWNER AGENT AUTHORIZATION FORM

I have reviewed the application and hereby authorize (agent) Dan Wittowski
of (agent's business name) Full Circle HOA Management to be and to
act as my designated representative and represent the development application through all aspects of the
development review process with the Town of Mountain Village.

(Signature)

6/18/19

(Date)

DAN WITKOWSKI

(Printed name)



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

Agenda Item 9

TO: Design Review Board

FROM: Sam Starr, Planner

FOR: Meeting of August 1, 2019

DATE: July 22, 2019

RE: Review and Recommendation of an Ordinance Amending the Community Development Code Sections 17.1.1 Community Development Department, 17.3.3 Use Schedule, 17.4.2 Overview of Development Processes, 15.5.15(E) Vending Regulations, and 17.8 Definitions.

BACKGROUND

In Spring of 2019, Mayor Laila Benitez and the Mountain Village Town Council gave direction to Business Development and Communications staff to bring flexibility to the existing vending regulations within the Community Development Code (CDC). This directive was given in order to enhance the number of vendors on the plaza and bring additional vitality to the Village Center areas. Business Development and Community Engagement Coordinator Zoe Dohnal has worked with Planning staff to establish the Plaza Vending Committee, which will oversee vending applications and assist in bringing more business to town owned plazas. Enacting the Plaza Vending Committee will require amending the Community Development Code Sections 17.3.3 Use Schedule and 15.5.1(E) Vending Regulations.

PROPOSED AMENDMENT

The following formatting styles are used for the proposed code language:

Regular Text = Existing code language to remain
Underline = Proposed new language
Strikethrough = Language proposed for removal
(***) = Portion of existing code removed (skipping to another code section to reduce report length)

17.1.1 COMMUNITY DEVELOPMENT DEPARTMENT

- A. The Community Development Department is charged with the duty of enforcing the CDC.
- B. It shall be the duty of the Director of Community Development or his/her designee to ensure all proposed development and land use comply with the CDC. The Director of Community Development shall also submit recommendations for any needed changes in the CDC.
- C. Planning Division staff shall have the following powers and duties under the CDC related to the review of development applications:
 - 1. Minor revisions;
 - 2. Renewals;
 - 3. Certain density transfers;
 - 4. Certain Design Review Process development applications;
 - 5. Certain special event development applications;
 - 6. ~~Vending cart development applications;~~
 - 7. Plaza uses development applications;
 - 8. Certain subdivision development applications;
 - 9. Minor PUD amendments;
 - 10. Planning Division review and approval of building permits;
 - 11. Oversight of conditions for development projects in the town to ensure on-going compliance;
 - 12. Oversight of development agreements to ensure on-going compliance; and
 - 13. Zoning enforcement.

(***)

17.1.2 USE SCHEDULE

- A. The Town of Mountain Village Land Use Schedule ("Use Schedule"), Table 3-1, establishes specific permitted, accessory, conditional and not permitted land uses for each zone district.
 - 1. The Use Schedule lists the following notations:
 - P = permitted use;
 - A = accessory use;
 - C = conditional use;
 - PM = permitted with Planning and Building division staff approval of construction mitigation plan (Staff may classify to conditional use based on impacts and extent of construction staging);
 - PT = permitted use in Town Hall Plaza only;

Use/Zone	C L A S S 1 A O S	C L A S S 2 A O S	C L A S S 3 A O S	C L A S S 4 A O S	C L A S S 5 A O S	P O S	SF, SFCI	MF	MPW	CV	VC
Commercial (Sale of Goods)											

(***)

17.4.2 OVERVIEW OF DEVELOPMENT REVIEW PROCESSES

B. Table 4-1 summarizes the types of development applications that fall under each class of application and associated review authority:

Development Application Type	Application Class	Review Authority

Vending Permits	Class 1	Planning Division Staff

(***)

17.5.15 COMMERCIAL, GROUND LEVEL AND PLAZA AREA DESIGN REGULATIONS.

(***)

C. Odor Control and Outdoor Barbeques and Grills

1. Due to the mixed-use nature of the Village Center, odor created from food service establishments that may conflict with residential uses is prohibited. Trash areas, grease trap clean-outs and restaurant vents shall be located away from pedestrian flow and residential entrances and windows to the extent possible.
2. Outdoor barbecues or grills are prohibited for use in commercial operations within the Village Center and plaza areas with the exception of (1) Town-approved special events provided, however, the outdoor barbeque(s) or grill(s) are approved as part of the special event application **or a barbeque integrated into a vending apparatus approved by the Town's plaza vending committee.;** ~~or (2) a barbeque integrated into a vending cart as allowed by these regulations.~~

(***)

E. ~~Vending Regulations~~

~~The seasonal deadlines for applications to be considered shall be March 1st for the upcoming summer season and September 1st for the winter season. All applications filed after such deadlines shall not be accepted.~~

- a. ~~Diversity (in town and between vendors) of offered food, goods, wares, merchandise, services and hours of operation;~~
- b. ~~The number of summer and/or winter seasons the applicant has vended on public property in the town;~~
- c. ~~Appearance, quality, safety and attractiveness of the vending operation and display apparatus;~~
- d. ~~Compliance and performance with vending cart regulations;~~
- e. ~~It shall be the burden of the applicant to demonstrate that submittal material and the proposed vending business substantially comply with the Vending Regulations; and~~
- f. ~~The Vending Committee will have sole and absolute discretion in granting a vending permit and will base its decision on the town's needs for vending at that time.~~

2. ~~General Standards~~

- a. **~~Location and Number.~~** ~~The number of vending carts and associated vending permits in plaza areas shall be limited as follows:~~
 - i. ~~Up to four (4) on Heritage Plaza; and~~
 - ii. ~~One (1) on Sunset Plaza.~~
- b. **~~Additional Vending Carts.~~** ~~The Town Council may permit additional vending carts on plaza areas, in its sole discretion.~~
- c. **~~Vending Cart Season.~~** ~~Vending carts are allowed throughout the year with no limitation on season, but with required operations vending carts as follows:~~
 - i. **~~Summer Season:~~** ~~Vending carts shall operate a minimum of four (4) days per week, four (4) hours per day from Memorial Day through Labor Day unless otherwise approved by the Vending Committee.~~
 - ii. **~~Winter Season:~~** ~~Vending carts shall operate a minimum of five (5) days per week, four (4) hours per day from the ski area opening until ski area closing unless otherwise approved by the Vending Committee.~~
- d. **~~Required Hours of Operation.~~** ~~Hours of operation are as follows:~~
 - i. ~~Vending hours shall be consistent throughout each season and shall meet the minimum requirements as set forth in section c above.~~
 - ii. ~~Applicants shall submit a plan for the hours and days of operations to be approved by the Vending Committee as part of the approval process. Any change in the scheduled days and/or hours of operation for approved vending operations, other than minor, temporary changes due to weather and sick days, shall be approved by the Vending Committee.~~

- e. ~~**Vending Cart Required.** Vending is only allowed from an approved vending cart. Vending cart must meet all applicable design standards per the Plaza Design Regulations.~~
 - f. ~~**Vending Permit Required.** No person shall stage, operate or have present a vending cart within the town without a valid vending permit issued in accordance with this section.~~
 - g. ~~**Limits on the Hours of Operation.** The Town may set hours of operation, limitations on and similar measures for vending activities to ensure no adverse impacts to residents and guests.~~
 - h. ~~**Amplified Music Prohibition.** Amplified music for vending is prohibited.~~
 - i. ~~**Special Event Vending.** A vending permit is not required for vending that is approved as a special event pursuant to the provisions regulating Special Events.~~
 - j. ~~**License Agreement Required.** The vending permittee shall enter into a license agreement with the Town for the vending operation in such form, manner and content as determined by the Town.~~
 - i. ~~A license agreement having a term of more than one (1) year shall be reviewed annually by the Vending Committee.~~
 - ii. ~~License agreements may be issued for a term of up to three (3) years at the discretion of the Vending Committee.~~
 - iii. ~~Notwithstanding any other provisions therein, a vending cart license agreement shall provide for indemnification of the Town from any liability for damages resulting from the operation of the vending business and for general liability insurance in such amounts as determined by the Town and naming the Town as an additional insured.~~
 - k. ~~**Required Documentation.** Once the Vending application has been approved by the Town, but prior to the issuance of a vending permit, the applicant shall submit the following prior to the commencement of operations:~~
 - i. ~~Proof of insurance satisfactory to the Town;~~
 - ii. ~~Town business license;~~
 - iii. ~~Colorado sales tax license;~~
 - iv. ~~For prepared food, San Miguel Environmental Department permit;~~
 - v. ~~Cash security deposit with the Town in an amount determined by the Town for the purpose of guaranteeing the repair of any damage to plaza areas caused by the vending operation; and~~
 - vi. ~~Executed license agreement as required by this regulation.~~
3. ~~**Non-transferable.** The vending permit shall not be transferable or assignable.~~
 4. ~~**Non-interference.** No person engaged in vending shall make any unnecessary sounds or noise, nor obstruct any pathway or other public property, nor disturb or impede other persons or otherwise create any public nuisance. The use of radios, stereos or any other audio systems in connection with any vending is prohibited.~~
 5. ~~**Vehicles.** Private vehicles for vending are prohibited in the plaza areas for any purpose unless the Town has issued a plaza area access permit pursuant to the Municipal Code.~~
 6. ~~**Area Maintenance.** Vending permittee shall maintain both the permitted area, the immediate area surrounding the permitted area, the plaza area surface (washing down pavers, clean pavers, etc.) and the vending cart in a neat, clean and hazard-free condition and to the town's satisfaction.~~
 7. ~~**Cleaning.** Vending permittee shall clean the areas of the designated vending cart~~

location that are covered by the permit by removing debris, trash, sweeping and washing down the location as needed to the satisfaction of the Town. The cleaning shall be conducted as frequently as each day, if necessary, to prevent debris or trash from being blown or scattered around the plaza area.

8. **Repair of Damage.** ~~Vending permittee shall, to the satisfaction of the Town, repair and/or replace any damage to any portion of the permitted vending cart area only to the extent any damages shall be caused by or in connection with permittee's use thereof, including without limitation the placement of personal property on the plaza area.~~
 - a. ~~All costs for such repair or replacement shall be the responsibility of the permittee.~~
 - b. ~~The Town, in its sole discretion, shall determine when the vending area is in need of repair or replacement due to the activities of permittee and/or its customers in the vending area.~~
 - c. ~~The Town may suspend a vending permit for failure to pay for damage or the payment of a required damage deposit.~~
9. **Snow Removal.** ~~The vending permittee shall move the vending cart per request of the Town for snow removal and/or plaza maintenance when necessary.~~
10. **Recycling and Trash.** ~~Trash removal fees for public trash generated by the vending permittee are included in the monthly permit fee as established in the fee resolution for Vending Carts. All back-of-house trash must be removed daily by the permittee.~~
11. **Public Seating Areas.** ~~The vending permittee must make every reasonable effort to ensure their customers utilize the public seating area and do not take food items into the seating areas of neighboring restaurants.~~
12. **Monthly Vending Fees.** ~~The vending permittee shall remit the monthly vending fee as set forth in the fee resolution, with such fee to be due and payable on the first of each month. Vending fees shall be prorated for partial months in each season.~~
13. **Plaza Location.** ~~The Town has the right to relocate the site of the carts of vending permit holders within all of the designated plaza areas. The vending permit administrator shall notify the vending permittee three (3) days prior to any vending cart relocation.~~
14. **No Encroachment.** ~~Vending permittee shall have the obligation to prevent encroachment of the vending cart or any related vending equipment or permittee property onto areas of the plaza outside the designated vending cart location except for any approved storage location shown in the required license agreement.~~
15. **Abandon/Surrender.** ~~A permittee without written authorization from the Town acknowledging extenuating circumstances, who fails to conduct vending operations during the required hours of operation for a period of two (2) consecutive weeks during the designated season, will be considered to have surrendered and abandoned his or her vending permit. The Town shall have the right to reassign that space to another applicant. The Town has the right to refuse to authorize an absence. The Town shall send written notice of the surrender and abandonment of the permit to the permittee.~~
16. **Utility Fees.** ~~The Town may require a vending cart operator to pay utility fees if the vending cart operation uses electric utilities. The use of generators is prohibited.~~
17. **Revocation and Suspension.**
 - a. ~~Any vending permit issued hereunder may be revoked or suspended by the Town Manager for a violation or breach of a term or condition of the permit, including, but not limited to:~~
 - i. ~~Operation of a vending cart in a location other than that approved or~~

- ii. ~~Failure to pay monthly vending cart fee;~~
 - iii. ~~Failure to clean areas of the designated vending cart location to town satisfaction;~~
 - iv. ~~Failure to remain in operation during the minimum number of business hours or days;~~
 - v. ~~Failure to maintain the design of a vending cart or vending cart signs in the condition as represented in the development application;~~
 - vi. ~~Failure to pay for the repair and/or replacement of any damage to any portion of the permitted vending cart area caused by or in connection with permittee's use thereof;~~
 - vii. ~~Changing the use of the vending cart that does not comply with the approved application;~~
 - viii. ~~Failure to remove vending cart from designated location as required by the vending permit;~~
 - ix. ~~Permittee violates any provision of this CDC or other ordinance of the Town governing the activities permitted by the vending permit;~~
 - x. ~~The permittee obtained the vending permit by fraud or misrepresentation; and/or~~
 - xi. ~~The permittee is convicted of an offense that would create a danger to the public health, safety and welfare following issuance of the vending permit.~~
- b. ~~No permittee whose vending permit has been revoked may receive a refund of any part of the permit fee paid.~~
 - c. ~~Upon revocation or expiration of any vending permit, the permittee shall remove all structures or improvements from the permit area and storage area and restore the area to its condition existing prior to issuance of the permit within forty-eight (48) hours of revocation or expiration of permit.~~
~~If the vending permit is revoked, the permittee may not apply for the same type of permit for one (1) year after the effective date of the revocation~~

17.8 DEFINITIONS

(***)

~~**Permittee:** The person, business or entity issued a vending permit that will be operating the vending activity pursuant to the Vending Regulations.~~

(***)

Vending: The act of selling or offering for sale goods, merchandise, food, wares or services from a vending apparatus from an exterior location outside of a building.

Vending Apparatus: The required ~~cart structure~~ for the conduct of a vending activity that is designed and operated in accordance with ~~the Plaza Use Design Standards and regulations~~ set forth by ~~the plaza vending committee~~.

Vending Regulations: The regulations applicable to vending as adopted by Town Council and administered by the plaza vending committee in Chapter 5.

Vending Committee: The committee appointed by the Town Manager to administer the requirements of the Vending Regulations.

~~**Vending Permit** A permit issued by the Town for vending cart operation on a plaza area as set forth in the Vending Regulations as set forth in Chapter 5.~~

~~**Vending Permit Administrator:** The person or Town department appointed by the Town Manager to administer the requirements of the Vending Regulations.~~

RECOMMENDED MOTION

I move to recommend approval to the Town Council regarding a CDC amendment Amending the Community Development Code Sections 17.1.1 Community Development Department, 17.3.3 Use Schedule, 17.4.2 Overview of Development Processes, 15.5.15(E) Vending Regulations, and 17.8 Definitions.

/STS



**Agenda Item No. 10
PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

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

TO: Mountain Village Design Review Board

FROM: John Miller, Senior Planner

FOR: Design Review Board Meeting; August 1, 2019

DATE: June 19, 2019

RE: Review and Recommendation to Town Council: An Ordinance approving a density transfer and rezone located at Lot 30, 98 Aspen Ridge, to convert a Commercial Unit to an Employee Apartment.

PROJECT GEOGRAPHY

Legal Description: LOT 30 TELLURIDE MOUNTAIN VILLAGE FILING 1 PLAT BK 1 PG 1208 REPLAT BK 1 PG 2139 REC 10 16 96 AND PLAT BK 1 PG 860 AND 5 29 2002 AT 349360 DEANNEXATION AMENDMENT TO AMEND AND RESTATE DECS.

Address: 98 Aspen Ridge, Building 100
Owner: Louis C. Alaia
Zoning: Multi-Family Zone District / Commercial, Condo, Employee Apartment
Existing Use: Commercial
Proposed Use: Commercial/Employee Apartments
Lot Size: 0.60

Adjacent Land Uses:

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

ATTACHMENTS

- Exhibit A: Narrative
- Exhibit B: Plan Set
- Exhibit C: Staff and Public Comments
- Exhibit D: Aug 17, 2019 Staff Memo Comprehensive Plan Parcel M
- Exhibit E: Comprehensive Plan Amendment



Figure 1: Lot 1001 - Vicinity Map

CASE SUMMARY: Louis C. Alaia, owner of Lot 30 and the associated development rights, is proposing to convert an existing commercial unit to an employee apartment unit. Although the property currently has 2 employee apartment units of density assigned to the site, the Community Development Code (CDC) requires that any rezoning of a condominium unit from residential to commercial, or vice-versa, whether or not there is any change to the exterior of the building, requires a rezoning of the affected unit(s). Therefore, a density transfer and rezone application has been submitted in order to comply with this requirement. According to the San Miguel County Assessor, Building 100 currently is approximately 2,449 sq. ft., and this rezone / density transfer would reduce that commercial area by approximately 700 sq. ft. – replacing the basement level commercial space with a 700 sq. ft. employee apartment.

As per the Community Development Code (CDC), the density transfer and rezoning processes are being processed as concurrent development applications.

Table 1: Existing and Proposed Zoning/Densities

Lot	Acreage	Zone District	Zoning Designation	Actual Units	Person Equivalent per Actual Unit	Total Person Equivalent Density
Zoned Density						
30	0.60	Multi-Family	Condo	9	3	27
			Employee Apartment	2	3	6
			Commercial	0		
Total Zoned Density:				11		33
Unbuilt Density				11		33
Unbuilt Density after Transfer and Rezone**				11		33

Staff Note: The proposal will result in a no increase or decrease in density yet will result in the conversion of commercial area to residential density. A building permit will be required for the conversion of the space, and at that point the built density will reflect one employee apartment and one commercial unit within Building 100. As commercial density does not have any per person equivalent, there is no net affect to density limitations from the removal of the unit. The density transfer and rezone application however also facilitates tracking on the reduction of the commercial area which is important for TMVOA dues purposes, the town's commercial square footage inventory, and the town's workforce housing inventory.

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: In August of 2017, the Comprehensive Plan was amended in order to address the overall development of Lot 30 and OS-1A-R3, identified as Parcel M in the Comprehensive Plan (Comp Plan). The adjacent open space parcel is

owned by Telluride Ski and Golf, and surrounds Lot 30 on three sides. According to the 2017 staff memo, “Parcel M is envisioned to provide a target total of 102 units by combining Lot 30 with [OS-1A-R3]”.

Table 7 of the Comp Plan does provide for Target Development for Parcel M as shown below but contains no additional site specific polices for the development of the parcel.

Parcel M Lot 30	Target Max' Building Height	Target Hotbed Mix	Target Condo Units	Target Dorm Units	Target Restaurant / Commercial Area	Total Target Units
	78.5	88	12	2	0	102

The development of Parcel M to the full extent shown above relies on mutual cooperation between two different stakeholder groups which may not be achievable, therefore the 2017 amendment to the Comp Plan provided that “the owner of Lot 30 may elect to bring forth to the Town an application, meeting all submittal requirements of the Town’s Community Development Code to develop Lot 30 independently or jointly as Parcel M. The Town Council shall have the sole discretion after receiving a recommendation from the Design Review Board, pursuant to the [CDC] to determine if any proposed development scenario other than a by right development scenario is in the best interest of the community and whether such a scenario is appropriate for development independently on Lot 30 or requires the incorporation of the whole or part of the Parcel M property. The Town Council shall consider the Community Development Code requirements as well as the Comprehensive Plan principles and policies in making such a determination.”.

The Comprehensive Plan also provides guidance and considerations related to both the creation of deed restricted housing opportunities consistent with the proposal. Although there are no site-specific policies related to Parcel M, Lot 30 as shown on page 58 and 59 of the Comprehensive Plan, the proposed density transfer and rezone would allow an additional unit of employee apartment density which would help meets the communities needs directly adjacent to the Village Center.

- 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. Given the shortage of employee housing within the region, and the close proximity of the project to transit, commercial, and recreational amenities – and additional unit would meet the intention of the Zoning and Land Use Regulations for the types of desired development in Multi-Family Zone.*
- c. The proposed rezoning meets the Comprehensive Plan project standards; *Staff Finding: See staff discussion above under 3(a).*
- 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: The project is located within an existing commercial space and will not result in an adverse effect to public health, safety and welfare. The existing unit is an underutilized space and does not adequately serve the needs of a commercial space. The conversion would maximize the efficiency of land uses and existing resources by capturing additional housing opportunities directly adjacent to the Village Core and existing business.

- e. The proposed rezoning is justified because there is an error in the current zoning, [and/or] there have been changes in conditions in the vicinity [and/] or there are specific policies in the Comprehensive Plan that contemplate the rezoning;
Staff Finding: Due to the high-density development within the Village Core and its juxtaposition with multi-family zoning of Aspen Ridge, the future development of Lot 30 will serve as a transitional area between the two. Specific policies within the Comprehensive Plan as amended in 2017 contemplate this development pattern with the approval of Town Council.
- f. Adequate public facilities and services are available to serve the intended land uses;
Staff Finding: Staff is currently is working to determine if any infrastructure upgrades are needed. Due to the preexisting nature of the units, there should be no increase to required to public facilities or services.
- 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. It will be important to ensure as the unit is converted that all parking, trash, and delivery issues are addressed. During the most recent replatting of Lot 30; 98 Aspen Ridge, Building 100 was replatted to be included within Lot 30 and removed from the Aspen Ridge Development. During this replat, there were no considerations given to parking for the existing commercial uses. The owner of Lot 30 has recently developed a parking area that includes three permanent parking spaces for residents / business and has included a fourth space for deliveries and drop offs. This parking area is considered temporary and the approval expires in 2 years or upon the development of Lot 30 – whichever is first.
- 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. Currently, the required density exist on Lot 30 and is designated as Employee Apartment Density. No transfer of density will be required for this project.

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

RECOMMENDATION: If DRB determines that the rezone and density transfer application meets the criteria for decision listed within this staff memo, then staff has provided the following suggested motion:

I move to recommend to Town Council, 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 30 in order to convert a portion of a commercial unit to an employee apartment unit, based on the evidence provided within the Staff Report of record dated July 19, 2019 and with the following conditions:

1. The requisite Employee Apartment Density is hereby reallocated within Lot 30 to replace one commercial unit. The Resolution shall indicate the change in commercial space and the size of the employee apartment is square feet.
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 Lot list shall be updated to reflect one built and one unbuilt employee apartment assigned to the Lot.
4. A Town of Mountain Village Deed Restriction shall be executed concurrently with the Ordinance and recorded concurrently for the newly created employee apartment.

This motion is based on the evidence and testimony provided at a public hearing held on August 1, 2019 with notice of such hearing as required by the Community Development Code.



REZONING/DENSITY TRANSFER APPLICATION

Planning & Development Services
455 Mountain Village Blvd.
Mountain Village, CO 81435
970-728-1392
970-728-4342 Fax
cd@mtnvillage.org

Revised 2.26.18

REZONING/DENSITY TRANSFER APPLICATION		
APPLICANT INFORMATION		
Name: Louis C. Alaia		E-mail Address: lcalaiamd@gmail.com
Mailing Address: 18890 Santa Clara Circle		Phone: 714-336-5251
City: Fountain Valley	State: CA	Zip Code: 92708
Mountain Village Business License Number: 007282		
PROPERTY INFORMATION		
Physical Address: 98 Aspen Ridge Drive (Building 100)		Acreage: 0.60
Zone District: Multi-Unit	Zoning Designations: Commercial, Condo, Emp Apt	Density Assigned to the Lot or Site: 9 Condominium, 2 Employee Apartment, 2,450 SF Commercial
Legal Description: Lot 30		
Existing Land Uses: Building 100 consists of 2,450 square feet of Commercial space; remainder of Lot 30 is vacant		
Proposed Land Uses: Convert 700 square feet of Commercial to Employee Apartment		
OWNER INFORMATION		
Property Owner: Avventura, LLC		E-mail Address: lcalaiamd@gmail.com
Mailing Address: 18890 Santa Clara Circle		Phone: 714-336-5251
City: Fountain Valley	State: CO	Zip Code: 92708
DESCRIPTION OF REQUEST		
Rezone 700 square feet of Commercial Space in Building 100 to Employee Apartment. Remainder of Building 100 shall remain as Commercial. There are currently 2 Employee Apartments allocated to Lot 30. One of the 2 Employee Apartments will be applied to the rezoned 700 square feet of Commercial space. Temporary parking is being created on Lot 30, until full development of Lot 30 occurs.		



REZONING/DENSITY TRANSFER APPLICATION

Planning & Development Services
455 Mountain Village Blvd.
Mountain Village, CO 81435
970-728-1392
970-728-4342 Fax
cd@mtnvillage.org

Revised 2.26.18

**OWNER/APPLICANT
ACKNOWLEDGEMENT
OF RESPONSIBILITIES**

I, Louis C. Alaia, the owner of Lot 30, TMV (the "Property") hereby certify that the statements made by myself and my agents on this application are true and correct. I acknowledge that any misrepresentation of any information on the application submittal may be grounds for denial of the development application or the imposition of penalties and/or fines pursuant to the Community Development Code. We have familiarized ourselves with the rules, regulations and procedures with respect to preparing and filing the development application. We agree to allow access to the proposed development site at all times by member of Town staff, DRB members and the Town Council. We agree that if this request is approved, it is issued on the representations made in the development application submittal, and any approval or subsequently issued building permit(s) or other type of permit(s) may be revoked without notice if there is a breach of representations or conditions of approval. By signing this acknowledgement, I understand and agree that I am responsible for the completion of all required on-site and off-site improvements as shown and approved on the final plan(s) (including but not limited to: landscaping, paving, lighting, etc.). We further understand that I (we) are responsible for paying Town legal fees and other fees as set forth in the Community Development Code.

L. Alaia

6-18-19

Signature of Owner

Date

L. Alaia

6-18-19

Signature of Applicant/Agent

Date

OFFICE USE ONLY

Fee Paid:

By:

Planner:



LAND TITLE GUARANTEE COMPANY
 191 S PINE ST #1C
 TELLURIDE, CO 81435
 Phone: (970) 728-1023
 Fax: (970) 728-5079

**"PURCHASERS"
 STATEMENT OF SETTLEMENT**

PROPERTY ADDRESS: **98 ASPEN RIDGE DRIVE, MOUNTAIN VILLAGE, CO 81435**

SELLER(S): **THE HUSCHKE FAMILY TRUST**

BUYER(S): **AVVENTURA, LLC, A COLORADO LIMITED LIABILITY COMPANY**

SETTLEMENT DATE: **May 01, 2019**

DATE OF PRORATION: **May 01, 2019**

DESCRIPTION	DEBIT	CREDIT
Sales Price & Earnest Money		
Sales Price	3,325,000.00	
Earnest Money from LTGC - Earnest Money		150,000.00
Title Fees - Land Title Guarantee Company		
Tax Certificate	26.00	
Closing Fees - Land Title Guarantee Company		
Total Delivery Charges to Land Title Guarantee Company	26.00	
Closing Fee to Land Title Guarantee Company	300.00	
Recording Fees - Land Title Guarantee Company		
Record Warranty Deed to Land Title Guarantee Company	38.00	
Record Statement of Authority	23.00	
RETA receipt recording	13.00	
Amendment to Easement Agreement and Closing Agreement	281.00	
Documentary Fee to Land Title Guarantee Company	332.50	
Owner's Association - TMVOA		
Owner's Association Dues Prepaid TMVOA 05/01/2019 to 01/01/2020 @ \$13.3151/day	3,262.20	
HOA Dues on the Density Cert. to TMVOA from closing to 1/1/20	362.48	
Owner's Association Transfer Assessment 3 percent to THE TMVOA	99,750.00	
Water & Sewer Charges - TOWN OF MTN. VILLAGE		
Water/Sewer Due TOWN OF MTN. VILLAGE 05/01/2019 to 05/20/2019 @ \$3.4923/day	69.84	
Real Estate Tax - SAN MIGUEL COUNTY TREASURER		
Current Year Property Taxes R7584 01/01/2019 to 05/01/2019 @ \$48.2367/day		5,788.40
Miscellaneous Charges		
Density Cert Transfer Application Fee to Town of Mountain Village	250.00	
SubTotals	3,429,734.02	155,788.40
Due from Buyer/Borrower		3,273,945.62
Totals	3,429,734.02	3,429,734.02

The above figures do not include sales or use taxes on property

APPROVED AND ACCEPTED

PURCHASER(S)

AVVENTURA, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: **TRAMONTANA, LLC, A COLORADO LIMITED LIABILITY COMPANY, ITS MANAGER**

By: *Louis C. Alaita, M.D., Manager*
 LOUIS C. ALAITA, M.D., MANAGER

REAL ESTATE BROKER:

TELLURIDE SOTHEBY'S INTERNATIONAL REALTY

SUE BERG

LAND TITLE CLOSING AGENT:

Robin Watkinson



COMMERCIAL CLOSING INSTRUCTIONS

TO: Land Title Guarantee Company

RE: 98 ASPEN RIDGE DRIVE, MOUNTAIN VILLAGE, CO 81435

1. The Seller(s) and Buyer(s) listed below employ Land Title Guarantee Company (hereinafter referred to as Closing Agent) to act as closing and settlement agent in connection with the real property identified in title commitment No. 86008754.
2. Closing Agent is authorized to prepare, obtain, deliver and record all documents (including if applicable the Warranty Deed), excluding preparation of legal documents, necessary to carry out the terms and conditions of the Contract by and between the undersigned with amendments and counter proposals attached. Closing Agent is authorized to act as Loan Closing Agent and, if required, as custodian for any lender selected under the terms of the contract.
3. Closing Agent is authorized to receive funds; and to disburse funds under the following conditions:
 - a. All funds received are either available for immediate withdrawal as a matter of right from the financial institution in which funds have been deposited; or are available for immediate withdrawal as a consequence of an agreement of a financial institution in which the funds are to be deposited or a financial institution upon which the funds are to be drawn.
4. Seller(s) and Buyer(s) will furnish any additional information and documents required by Closing Agent which will be necessary to complete this transaction, and to comply with the provision of the Contract.
5. Closing Agent will prepare and deliver an accurate and detailed Closing Statement to Seller(s) and Buyer(s) at time of closing.
6. Nothing contained herein shall be construed to alter or supersede the Contract.
7. Should a default occur by either Seller(s) or Buyer(s), Closing Agent is authorized to return all documents, monies, and things of value to the depositing party and Closing Agent will be relieved from any further duty, responsibility or liability in connection with these instructions.
8. In the event of any conflicting demands made on the Closing Agent concerning these instructions, in the sole judgment of the Closing Agent, and at the election of the Closing Agent, Closing Agent may hold any monies, documents, and things of value until Closing Agent received mutual written instructions from Seller(s) and Buyer(s) or until a civil action shall have been finally concluded in a court of competent jurisdiction, determining the rights of all parties. In the alternative, Closing Agent may, at its discretion, at any time, commence a civil action to interplead any conflicting demands to a court of competent jurisdiction. Deposit with the court by the Closing Agent of all monies, documents, and other things of value concerning this transaction, shall relieve Closing Agent of all further liability and responsibility.
9. These closing instructions may be amended or terminated by written instructions from the Seller(s) and Buyer(s) to the Closing Agent.

APPROVED AND ACCEPTED: March 22, 2019

SELLER(S)

THE HUSCHKE FAMILY TRUST

By: _____
DARRELL A. HUSCHKE, TRUSTEE

By: _____
MARTHA J. HUSCHKE, TRUSTEE

BUYER(S)

AVVENTURA, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: ~~TRAMONTANA, LLC, A COLORADO LIMITED LIABILITY COMPANY, ITS MANAGER~~
Louis C. Alai, M.D., Manager
By: _____
14580BDD6CFC450...
LOUIS C. ALAIA, M.D., MANAGER

Land Title Guarantee Company

Robin Watkinson



Agreement for Taxes

It is hereby understood and agreed between the Buyer(s) and Seller(s) of the property known as: **98 ASPEN RIDGE DRIVE, MOUNTAIN VILLAGE, CO 81435**

Real Estate Taxes

Tax Acct #: R7584

Current Year Taxes have been adjusted as of the date of closing based on Assessed Value and Mill Levy

Land Assessment 2018: \$116,640.00

Improvement Assessment 2018: \$226,210.00

Mill Levy 2018: 51.3530

Percentage of Tax: 100.000%

Total Estimated Taxes: \$17,606.38

Other:

This adjustment shall be:

A final settlement.

Re-adjusted between the Buyer(s) and Seller(s) as soon as the taxes have been billed by the County Treasurer. If a re-adjustment is necessary, Land Title Guarantee Company will not make or be responsible for this re-adjustment.

It is further understood and agreed between the Buyer(s) and Seller(s) that:

No governmental body taxing authority has certified an assessment lien to the County Treasurer for special improvements installed prior to the date of the Buyer's execution of the Agreement for Purchase.

Special Taxing District Assessments being paid in annual installments are to be assumed by the Buyer(s), with current annual assessments in the amount of **\$0.00**, with the total payoff amount of this assessment being **\$0.00**. This assessment will be fully paid on _____.

Note: Land Title Guarantee Company and/or its underwriter assumes no responsibility or any liability for the adjustment of special taxes on assessments unless they are shown on the County Treasurer's Certificate of Taxes Due. Any adjustment shall be made between the Buyer's and Seller(s), if necessary, and Land Title Guarantee Company, or its underwriter will not make or be responsible for the re-adjustment or liability in connection therewith.

This Agreement made and executed this day of **May 1st, 2019**

Seller(s)

THE HUSCHKE FAMILY TRUST

By: _____
DARRELL A. HUSCHKE, TRUSTEE

By: _____
MARTHA J. HUSCHKE, TRUSTEE

Buyer(s)

AVVENTURA, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: **TRAMONTANA, LLC, A COLORADO LIMITED LIABILITY COMPANY, ITS MANAGER**

By: *Louis C. Alaia, 5/1/19 Manager*

LOUIS C. ALAIA, M.D., MANAGER



Utility Agreement

Flat Rate Water and Sewer

At the closing of **98 ASPEN RIDGE DRIVE, MOUNTAIN VILLAGE, CO 81435** (Property Address) on **May 1st, 2019** (Date), by Land Title Guarantee Company, both the Buyer(s) and Seller(s) fully understand that Land Title Guarantee Company DOES NOT notify the telephone company, the electric and/or gas company(s), the cable company or the Seller's present insurance company to cancel or transfer to the new owners, any of the above.

IT IS THE SELLER(S) RESPONSIBILITY to call the gas and/or electric company for a final reading and to give them your forwarding address for the final bill. It is also the Seller(s) responsibility to notify your telephone company, cable company, trash company and your present insurance agent.

IT IS THE BUYER(S) RESPONSIBILITY to call the gas and/or electric company, giving them the personal information they may require for their records, the telephone company, the trash company and the cable company to put service into your name(s) with the correct mailing address, if different than the property just purchased.

The Parties hereto further agree to the following:

The undersigned Buyer(s) and Seller(s) of the property referenced above understand that Land Title Guarantee Company prorated the water and sewer billing on the basis of a verbal quote and/or written status letter from the water and sewer company. Land Title Guarantee Company or its underwriter assumes no responsibility or any liability in the event the figures were misquoted by the clerk at the water and sewer company. Any adjustment shall be made between the Buyer(s) and Seller(s), if necessary, and Land Title Guarantee Company, or its underwriter will not make or be responsible for this re-adjustment or any liability in connection therewith.

FURTHER, Seller acknowledges that there [**X**] is [] is not currently a formal or informal homeowners/landowners association and/or sub-association which may require periodic assessments and other fees as a result of this transaction. If there is an association and/or sub-association heretofore not known to the settlement agent and/or seller's agent, Land Title Guarantee Company shall escrow funds from seller pending receipt of a written status letter from the association. Land Title Guarantee Company is hereby instructed to pay the amount stated on said status letter.

In the event the homeowners'/landowners' association dues, assessments or fees exceed the escrowed amount, the additional charges are the responsibility of the Seller(s). Land Title Guarantee Company or its underwriter shall not make or be responsible for the additional charges.

If there is a formal or informal homeowners'/landowners' association involved and if that association has requested copies of the Buyer and Seller Settlement Statements as a requirement to transfer their records to the new owners, the undersigned hereby authorize Land Title Guarantee Company to deliver a copy of said statements to that association. Land Title Guarantee Company is hereby released of any liability in connection with same.

This Agreement was made and executed this day of **May 1st, 2019**

Seller:

THE HUSCHKE FAMILY TRUST

By: _____

DARRELL A. HUSCHKE, TRUSTEE

By: _____

MARTHA J. HUSCHKE, TRUSTEE

Buyer:

AVVENTURA, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: TRAMONTANA, LLC, A COLORADO LIMITED LIABILITY COMPANY, ITS MANAGER

By: _____

LOUIS C. ALAIA, M.D., MANAGER

*DocuSigned by:
Louis C. Alaia, M.D., Manager*



DISCLOSURES

The undersigned hereby acknowledge that they understand and agree to the following provisions:

Laws Relating to Unclaimed Funds

All parties are hereby advised that checks issued by Land Title Guarantee Company ("Land Title") and not cashed by the payee are subject to laws of escheat and/or unclaimed property. Should Land Title transfer such funds to a state office, pursuant to such laws, Land Title shall be released from all further responsibility under this agreement and shall not be liable to any Party.

FDIC Limit Notice

The insurance coverage provided by the Federal Deposit Insurance Corporation protects a depositor up to cumulative maximum deposit of \$250,000.00 for each insured financial institution. Ownership is determined by the deposit records of the financial institution and/or the records of the named custodian of any escrow accounts. Land Title and its underwriter assume no responsibility for nor will the undersigned hold same liable for any loss which arises from the fact that the amount of the above deposit may cause the aggregate amount of any individual depositor's accounts to exceed \$250,000.00.

Funds Held by Land Title

Land Title shall deposit all funds received pursuant to any closing and settlement services separate and apart from the assets of the company, in an account designated as an escrow account or custodial account and so recognized by the depository institution in the name of Land Title as Escrow Agent (Escrow Account). Similar deposits from other customers conducting other real estate transactions are included in this Escrow Account. The majority of these funds are received at closing and on completion of the transaction, are disbursed for the benefit of the seller, buyer or in the case of a refinance, for the benefit of the owner.

Land Title will pay any and all costs associated with the use of the Escrow Account, but in order to help keep settlement costs and fees down, Land Title may arrange for the bank to provide it with a number of services at a reduced rate, or at no charge, or may earn interest on the Escrow Account balance. Interest earned, if any, shall be paid to Land Title. In no event will any such arrangement restrict or limit in any way the disbursement of the funds you deposit in accordance with the instructions given by you and the Statement of Settlement relating to your transaction.

The party for whose benefit the funds are disbursed (most often the seller or owner, in the case of a refinance) may elect to have a portion of the interest earned on the fiduciary funds in the Escrow Account paid to that party. If the seller or owner makes this election, please (i) inform Land Title immediately, (ii) check the box provided below on this form and (iii) complete an IRS Form W-9 (which will be provided by Land Title). It is important to know that the fiduciary funds cannot be placed in a separate interest bearing account for that party's benefit until Land Title is in receipt of all required forms. A non-refundable administrative fee of \$50.00 will be collected by Land Title as compensation for processing the documentation, set up and transfer of funds to the separate account, maintaining of audit and reconciliation records and coordinating the tax documentation.

Authorized and accepted this day of **May 1st, 2019**.

Seller(s):

THE HUSCHKE FAMILY TRUST

By: _____
DARRELL A. HUSCHKE, TRUSTEE

By: _____
MARTHA J. HUSCHKE, TRUSTEE

Buyer(s):

AVVENTURA, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: TRAMONTANA, LLC, A COLORADO LIMITED LIABILITY COMPANY, BY ITS MANAGER

By: _____
Louis C. Alata, M.D., Manager
LOUIS C. ALATA, M.D., MANAGER

If the election is made to have a portion of the interest earned on the fiduciary funds in the Escrow Account paid to you, please check the appropriate box below.

- Seller hereby elects to have Seller's fiduciary funds invested and agrees to the administrative fee of \$50.00.
- Buyer hereby elects to have Buyer's fiduciary funds invested and agrees to the administrative fee of \$50.00.
- Owner (Refinance) hereby elects to have Owner's fiduciary funds invested and agrees to the administrative fee of \$50.00.



Approval of Deed, Bill of Sale and Tenancy

The undersigned **AVVENTURA, LLC, A COLORADO LIMITED LIABILITY COMPANY** Buyer(s) hereby acknowledge that they intend to take title to the following described property:

LOT 30, TOWN OF MOUNTAIN VILLAGE, ACCORDING TO THE PLAT OF AMENDMENT TO THE FINAL PLAT OF LOTS 11 AND 30, TOWN OF MOUNTAIN VILLAGE, FILING 1, RECORDED OCTOBER 16, 1996 IN PLAT BOOK 1 AT PAGE 2139, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

As Joint Tenants Tenants in Common Other COLORADO LLC

Whose mailing address is: **18890 SANTA CLARA CIRCLE, Fountain Valley, CA 92708**

They have reviewed the **GENERAL WARRANTY DEED** and **Bill of Sale** dated **May 1st, 2019** from **THE HUSCHKE FAMILY TRUST** to **AVVENTURA, LLC, A COLORADO LIMITED LIABILITY COMPANY** and by their signature hereto approve the deed and confirm that it correctly reflects the choice of tenancy, if applicable.

Date: **May 01, 2019**

AVVENTURA, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: **TRAMONTANA, LLC, A COLORADO LIMITED LIABILITY COMPANY, ITS MANAGER**

DocuSigned by:
Louis C. Alaia, M.D., Manager
By: _____
1458CDDDD6CFC450
LOUIS C. ALAIA, M.D., MANAGER



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BY: TRAMONTANA, LLC, A COLORADO LIMITED LIABILITY COMPANY, ITS MANAGER

Louis C. Alaia, M.D., Manager

By: 1452CDD06CFC450
LOUIS C. ALAIA, M.D., MANAGER



(TD-1000)
Confidential Document

This form provides essential market information to the county assessor to ensure accurate, fair and uniform assessments for all property. This document is not recorded, is kept confidential, and is not available for public inspection.

This declaration must be completed and signed by either the grantor (seller) or grantee (buyer). Questions 1, 2, 3, and 4 may be completed (prefilled) by a third party, such as a title company or closing agent, familiar with details of the transaction. The signatory should confirm accuracy before signing.

This form is required when conveyance documents are presented for recording. If this form is not completed and submitted, the county assessor may send notice. If the completed and signed form is not returned to the assessor within 30 days of notice, the assessor may impose a penalty of \$25.00 or 0.025% (0.00025) of the sale price, whichever is greater.

Additional information as to the purpose, requirements, and level of confidentiality regarding this form are outlined in Colorado Revised Statutes, sections 39-14-102, 39-5-121.5, and 39-13-102.

1. Address and/or legal description of the real property sold: Please do not use P.O. Box numbers
98 ASPEN RIDGE DRIVE, MOUNTAIN VILLAGE, CO 81435

2. Type of Property purchased: Single Family Residential Townhome Condominium Multi-Unit Res Commercial
 Industrial Agricultural Mixed Use Vacant Land Other AND DENSITY CERTIFICATE NUMBER 001.

3. Date of Closing: May 01, 2019

Date of Contract if different than date of closing: February 15, 2019

4. Total sale price: Including all real and personal property. \$3,325,000.00
Contracted price (if different from final sale price) \$3,325,000.00

5. List any personal property included in the transaction that materially impacts the total sale price. Personal property may include, but is not limited to: machinery or equipment, vehicles, exceptional appliances, electronic devices, furniture, or anything that would not typically transfer with the real property (attach additional pages if necessary).

<u>Description</u>	<u>Approximate Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
Personal Property Total:	\$ _____

If no personal property is listed, the entire purchase price will be assumed to be for the real property.

6. Did the total sales price include a trade or exchange of additional real or personal property? Yes No

If yes, give the approximate value of the goods or services as of the date of closing. \$ _____

If yes, does this transaction involve a trade under IRS Code Section 1031? Yes No

7. Was 100% interest in the real property purchased? Mark "no" if only a partial interest is being purchased.

Yes No If no, interest purchased: _____ %

8. Is this a transaction between related parties or acquaintances? This includes persons connected by blood or marriage, or business affiliates, or those acquainted prior to the transaction. Yes No

9. Please mark type of sale: Builder (new construction) Public (MLS or Broker Representation)
 Private (For Sale By Owner) Other (describe) _____

10. Check any of the following that apply to the condition of the improvements at the time of purchase:

New Excellent Good Average Fair Poor Salvage

DS
Wanna



If the property is financed, please complete the following:

11. Type of financing: (Check all that apply)

- None (all cash or cash equivalent)
- New/Mortgage Lender (government-backed or conventional bank loan)
- New/Private Third Party (nonconventional lender, e.g., relative, friend, or acquaintance)
- Seller (buyer obtained a mortgage directly from the seller)
- Assumed (buyer assumed an existing mortgage)
- Combination or Other: Please explain _____

12. Total amount financed: _____

13. Terms:

- Variable Starting interest rate % _____
- Fixed Interest rate % _____
- Length of time _____ years
- Balloon Payment Yes No If yes, amount \$0.00 Due Date _____

14. Mark any that apply:

- Seller assisted down payment
- Seller concessions
- Special terms of financing

If marked, please specify: _____

15. Was an independent appraisal obtained in conjunction with this transaction? Yes No

For properties other than residential (Residential is defined as: single family detached, townhomes, apartments, and condominiums) please complete questions 16-18 if applicable. Otherwise, skip to #19 to complete.

16. Did the purchase price include a franchise or license fee? Yes No
If yes, franchise or license fee value? _____

17. Did the purchase price involve an installment land contract? Yes No
If yes, date of contract: _____

18. If this was a vacant land sale, was an on-site inspection of the property conducted by the buyer prior to the closing? Yes No

Remarks: Please include any additional information concerning the sale you may feel is important.

19. Signed on this day of

May 01, 2019

Have at least one of the parties to the transaction sign the document, and include an address and a daytime phone number.

Signature of Grantee(Buyer) or Grantor(Seller)

AVVENTURA, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: TRAMONTANA, LLC, A COLORADO LIMITED LIABILITY COMPANY, ITS MANAGER

By: Louis C. Alia, M.D., Manager

LOUIS C. ALAIA, M.D., MANAGER

20. All future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to:

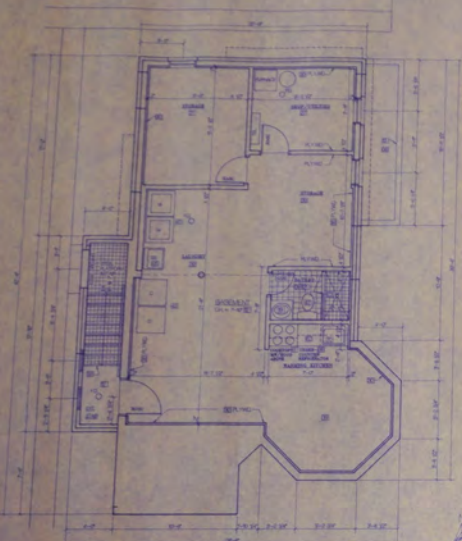
AVVENTURA, LLC, A COLORADO LIMITED LIABILITY COMPANY

18890 SANTA CLARA CIRCLE, Fountain Valley, CA 92708

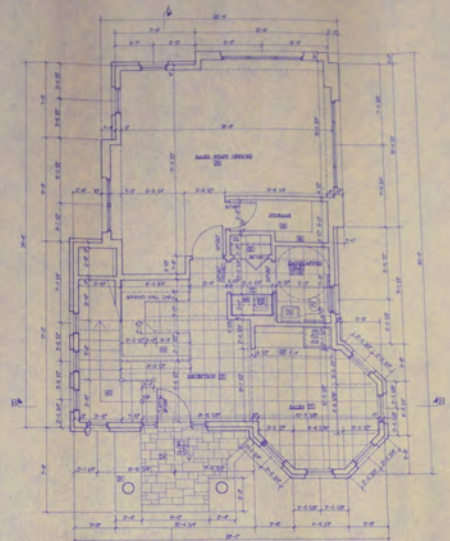
Phone: (714) 336-5251

Email:

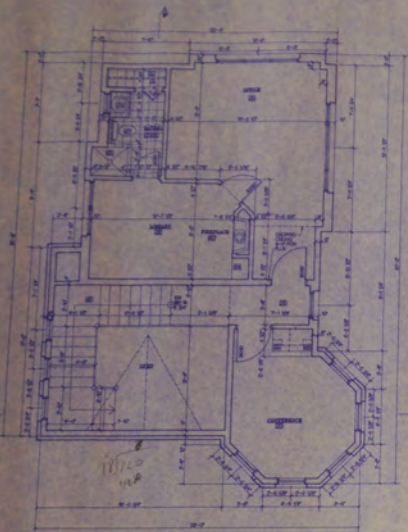
Contact information is kept confidential, for County Assessor and Treasurer use only, to contact buyer with questions regarding this form, property valuation, or property tax information.



BASEMENT PLAN SCALE 1/4"=1'-0"
GROSS AREA = 862 SQFT



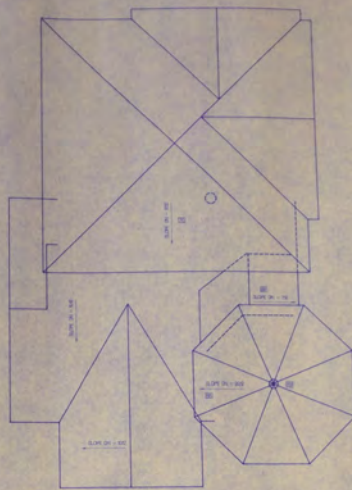
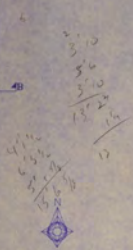
FIRST FLOOR PLAN SCALE 1/4"=1'-0"
GROSS AREA = 895 SQFT



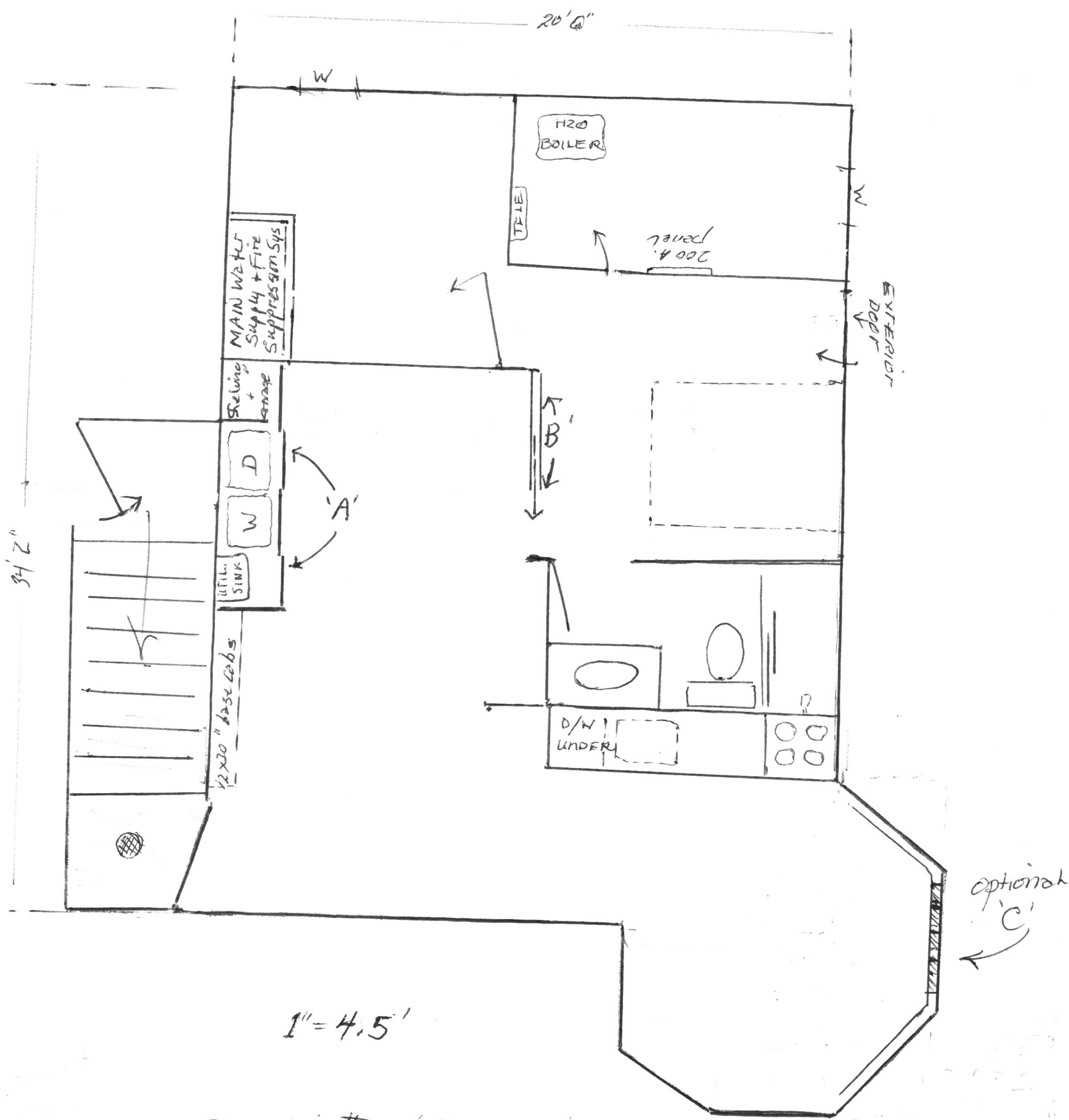
SECOND FLOOR PLAN

SCALE 1/4"=1'-0"

GROSS AREA = 733 SQFT

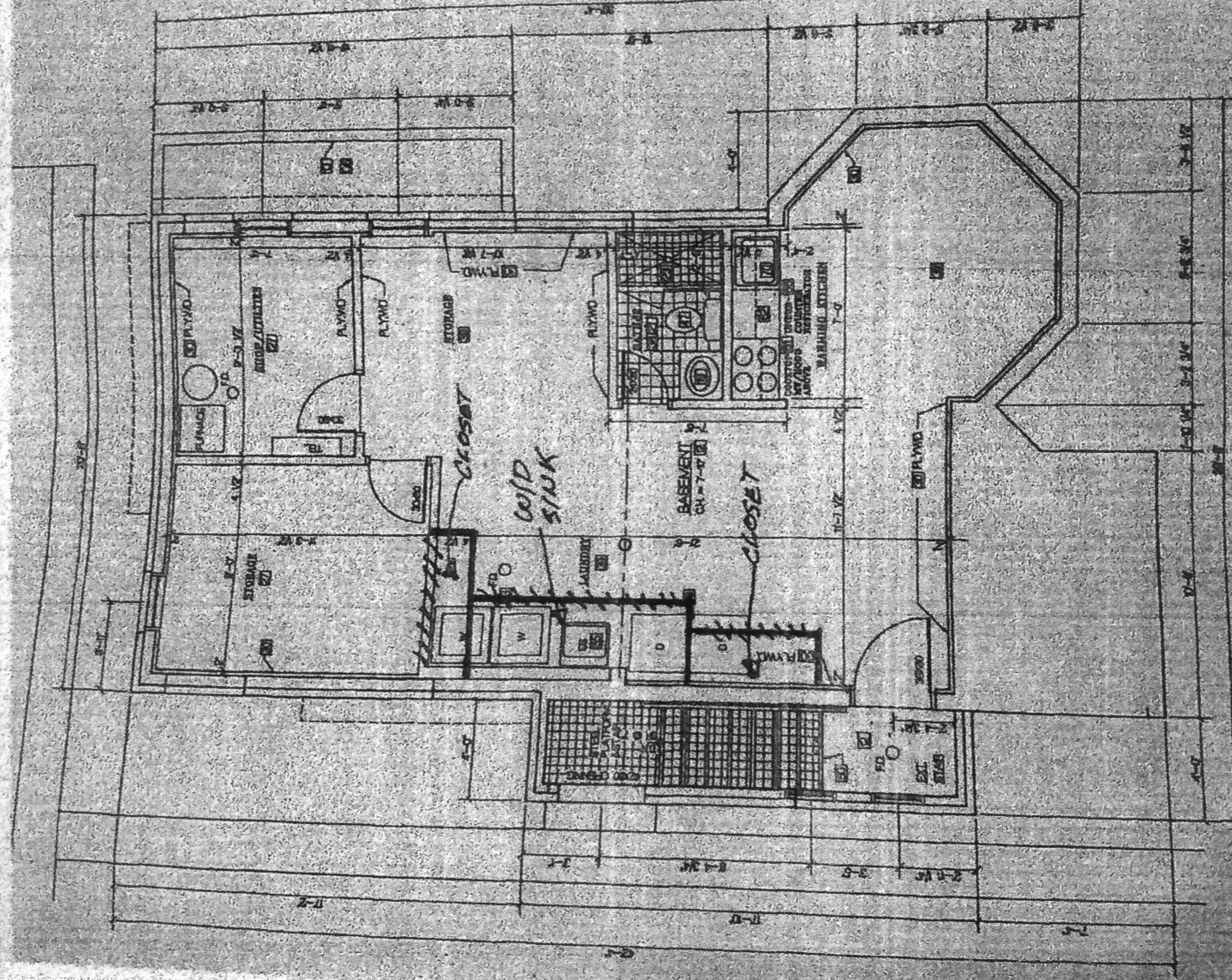


ROOF PLAN SCALE 1/4"=1'-0"



Building #100 Basement Apartment

- 'A': closet buildout; track doors
- 'B': Living Room - Bedroom partition w pocket door
- 'C': Glass Block "Window" (optional)

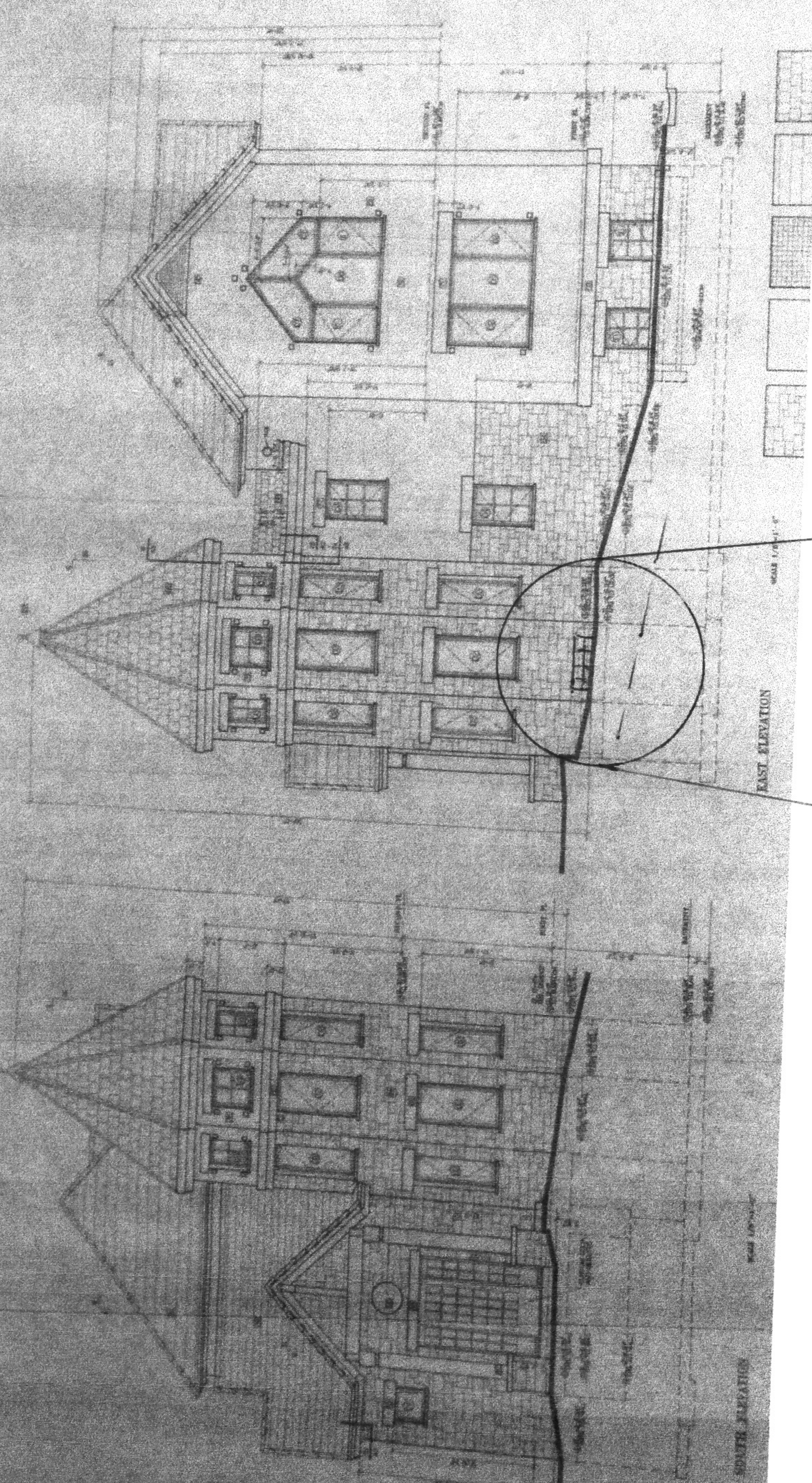
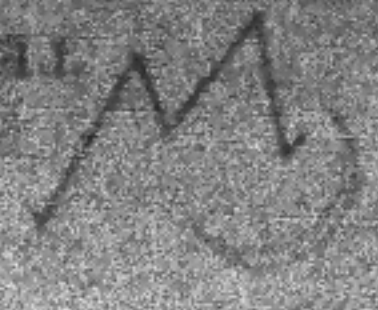


BASEMENT PLAN SCALE 1/4"=1'-0"

GROSS AREA = 862 SQFT

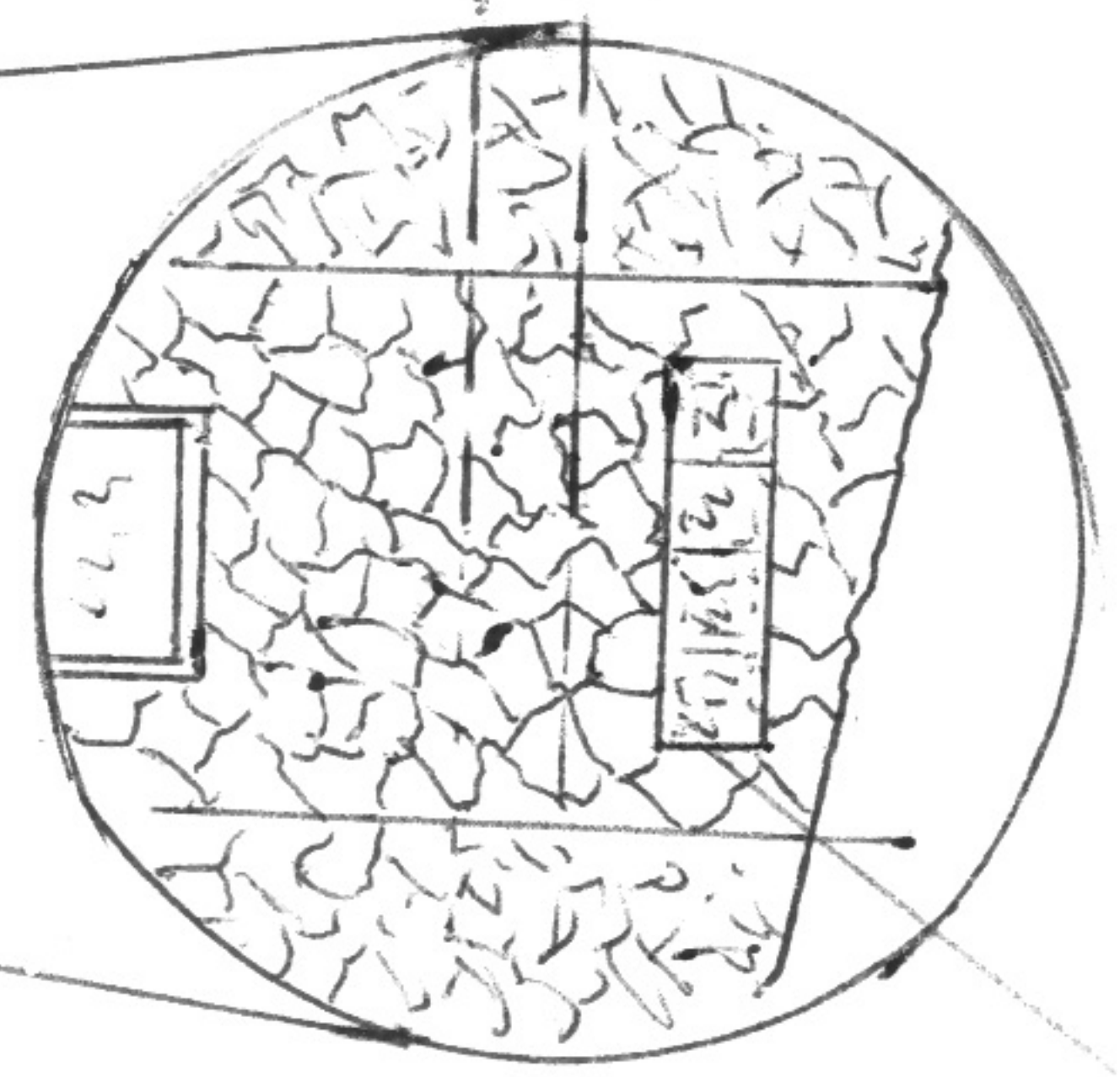
220 EAST COLORED AVENUE
BOX 663
TELEPHONE 20 8110
TELETYPE ARCHITECTS
LONDON, ENGLAND

TELETYPE ARCHITECTS



EAST ELEVATION

SOUTH ELEVATION



*line of floor above
& ceiling below*

(4) 8" x 8" glass block (8' x 32' Light)



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

Agenda Item #13

TO: Town Council

FROM: Michelle Haynes, Planning and Development Services Director

FOR: Meeting of August 17, 2017

DATE: July 28, 2017

RE: **Worksession regarding a Comprehensive Plan Amendment for Lot 30, Parcel M**

Worksession Summary

The purpose of the worksession is to discuss amending the existing unit and density designations contained within the Mountain Village Comprehensive Plan for Lot 30, Parcel M. Only the Town Council can initiate a Comprehensive Plan amendment pursuant to the Community Development Code (CDC) Section 17.1.5.E.

Attachments

- Context Map

Geography and Existing Use

Lot 30 is located adjacent to the Aspen Ridge multi-family condominium development on the west and south side of Mountain Village Boulevard and across from the Granita mixed use development to the east and Tramontana multi-family development to the south (See Attachment Context Map). Lot 30 is a vacant lot, except for a commercial area in a small building that exists on the southwest corner of the lot. It is zoned Multi-Family although recognized in the Comprehensive Plan as part of the Mountain Village Center Subarea. The Mountain Village Center Subarea is substantially comprised of the Village Center Zone District (VC) with some variation outside of the VC zone district boundary to include Lot 30 zoned multi-family, the Sunny Ridge and Lookout lots zoned multi-family, and Mountain Village Blvd lots zoned single-family on the south and north boundaries of the VC zone district .

Lot 30 Community Development Code Data:

	Community Development Code (CDC)
Zoning	Multi-Family
Lot Size	.60 acres
Maximum Allowable Height	48 feet
Lot Coverage	65%
Current Zoning	9 Condominiums 2 Employee Apartments Commercial Use (per Resolution No. 2012-0426-07)

Site Background

When originally platted with Filing 1 in 1984, Lot 30 was designated a condominium lot with an allocation of four (4) units also indicated as a “TF” lot. A “TF” lot means it could increase or decrease in size up to 25% of the platted square footage by utilizing contiguous Open Space/Recreational tracts. In 1996 the owner amended the plat for Lot 30 which included an amendment to the adjacent lot, Lot 11 to the west, and incorporated a portion of contiguous open space (.11 acres) into Lot 30. The “TF” of an increase of no greater than 25% was exercised by the replat and Lot 30 no longer designated as a “TF” lot. Today the dimensions, zoning and densities which are vested are recognized in the table above.

2014 Comprehensive Plan

The Comprehensive Plan was adopted in 2011 and included Principals, Policies and Actions related to a number of subareas and parcels contained within each subarea. Lot 30 is indicated as Parcel M, which includes an Active Open Space parcel that surrounds Lot 30 on three sides owned by Telluride Ski and Golf (TSG). Parcel M is envisioned to provide a target total of 102 units by combining Lot 30 with the TSG active open space parcel.

Although outlined in Table 7. Below, Lot 30, Parcel M contains no additional site specific policies in the Comprehensive Plan. See excerpt from Table 7. Mountain Village Development Table specific to Parcel M Lot 30 below:

Parcel M Lot 30	Target Maximum Building Height	Target Hotbed Mix	Target Condo Units	Target Dorm Units*	Target Restaurant/Commercial Area	Total Target Units
	78.5	88	12	2	0	102

Additional Background

In 2014, Town Council held a worksession with a potential buyer of Lot 30 to rezone the property for a proposed multi-family project from 9 to 15 condominium units. The following bullet points summarize the prior worksession:

- Staff supported the Comprehensive Plan as written and did not otherwise support the rezone worksession premise because it was not consistent with the Comprehensive Plan.
- In order for the owner of Lot 30 to redevelop consistent with the Comprehensive Plan, the owner of Lot 30 must consolidate ownership with TSG. As a worksession outcome, the applicants were asked to talk with TSG regarding redevelopment of the properties consistent with the Master Plan. The talks with TSG did not result in the desired Comprehensive Plan direction to the owner’s satisfaction. There has been no development activity on the property since 2014.
- The owner indicated that the number of units increased from 22 units to 102 units during the Comprehensive Plan process very late in the adoption process and only after the intended densities on Boomerang and the Comanche sites were abandoned. The owner of Lot 30 did not receive notice regarding the unit number increase.
- The owner could otherwise develop 9 Condominium Units as a by right scenario but any development scenario that varies with this proposal otherwise needs to be consistent with the Comprehensive Plan.
- It is generally understood that if a lot consolidation between Lot 30 and the TSG active open space parcel does not occur, Lot 30 cannot accommodate the densities outlined in

the Comprehensive Plan.

Staff Analysis

Staff is supportive of a Comprehensive Plan amendment for Lot 30, Parcel M for the following reasons:

- Lot 30 functions as a transition lot between the Aspen Ridge condominium development (multi-family zoning), and the Village Center, zoned for high density, multi-use and hot-bed development. This is evidenced by development history on the lot along with its treatment in the Comprehensive Plan. Flexibility in zoning, uses and units can be encouraged on this lot with the associated appropriate town approvals.
- The 102 unit numbers outlined for Lot 30, Parcel M provided for in the Comprehensive Plan require cooperative efforts with TSG that may or may not be achievable in order to comply with the Comprehensive Plan. The fundamental nature of a Comprehensive Plan is to provide an aspiration that is achievable for the town and a property owner. The Comprehensive Plan for Lot 30, Parcel M does not currently provide adequate flexibility and/or aspiration for the owners of Lot 30 and within the area of Parcel M.
- Although the owner could construct nine (9) condominium units and two (2) apartment efficiencies consistent with the development pattern of the adjacent Aspen Ridge condominium development and the underlying zoning, it is in the town's best interest to incentivize a greater unit number with a hybrid approach to hotel bed base (hotel, hotel efficiency, condominium-hotel, lodge, efficiency lodge, or property management/rental pool requirements) without the flagship hotel requirement, consistent with a lot that has historically been treated as a transition lot between two zone districts. The discussion of the right range and mix of units as well as other details can occur during a Comprehensive Plan amendment to Lot 30, Parcel M.

/mbh



Amendment to comp plan:

Amend paragraph 13 on page 59 of the Comprehensive Plan shall be amended as follows:

“13. Parcel M Lot 30”

- a. The flagship hotel, flag hotel operator and flag hotel site designations may apply at the discretion of Town Council after receiving a recommendation from the Design Review Board, should Parcel M be developed in a scenario larger than an independent Lot 30 development. Town Council may also consider other measures such as timeshares, fractional sales, condominium-hotel, front desk and amenity spaces for administering rental programs and boutique hotels among other measures and requirements along with traditional flagship hotel requirements in any development scenario including an independent Lot 30 development scenario or a Parcel M development scenario.
- b. The range of development on Parcel M shall be from 9 condominium units to the full 102 total unit mixes for Parcel M as shown on Table 7 Mountain Village Center Development Table. The owner of Lot 30 may elect to bring forth to the Town an application, meeting all submittal requirements of the Town’s Community Development Code to develop Lot 30 independently or jointly as Parcel M. The Town Council shall have the sole discretion, after a receiving a recommendation from the Design Review Board, pursuant to its Community Development Code to determine if any proposed development scenario other than a by right development scenario is in the best interest of the community and whether such a scenario is appropriate for development independently on Lot 30 or requires the incorporation of the whole or part of the Parcel M property. The Town Council shall consider the Community Development Code requirements as well as the Comprehensive Plan principles and policies in making such a determination.
- c. If a Parcel M development scenario, larger than an independent Lot 30 development, is proposed then an increase in hot beds, and mixed use development is required and shall then require a rezoning to the Village Center zone district in order to realize the Comprehensive Plan principles and policies.
- d. In the event that an independent Lot 30 development occurs in any manner (either by right or through a rezone and density transfer), the remainder of Parcel M may be developed either consistent with the existing underlying zoning or pursuant to rezone and density transfer, so long as it meets such rezone and density transfer requirements and the Comprehensive Plan principles and policies. However, general conformance with the unit mix for Parcel M as shown on Table 7 Mountain Village Center Development Table shall not be applicable as that unit mix is only representative of a full Parcel M development.

John A. Miller

From: John A. Miller
Sent: Thursday, July 25, 2019 12:07 PM
To: John A. Miller
Subject: FW: Referrals for Lot 30 and Lot 640BR-4

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: Jim Boeckel <jim@telluridefire.com>
Sent: Wednesday, July 24, 2019 8:46 AM
To: John A. Miller <JohnMiller@mtnvillage.org>
Subject: Re: Referrals for Lot 30 and Lot 640BR-4

John,

After review of the plans for the above-proposed projects I have the following comments;

Lot 30, 98 Aspen Ridge No objection to the density transfer and rezone of space from commercial to residential. Fire alarm and fire sprinkler system for space shall be inspected by a qualified contractor(s) to verify compliance with, or changed to make compliant with current codes and standards. If changes are needed to bring the fire alarm and or fire sprinkler systems up to code, permits for the work shall be pulled through this office.

If you have any questions regarding the requirement above please contact me.